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CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*\*  
WEDNESDAY, JULY 5, 2023, AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Special Common Council Meeting of June 27, 2023.
- D.1. Hearing Cancelled – 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 8031 West Old Loomis Road, containing 51.61 acres, from Commercial Use to Mixed Use (Vitalogy Living LLC, applicant; Rawson-Loomis, LLC, owner). The property which is subject of this application bears TKN 755-9997-000 consisting of 51.61 acres. **The previously scheduled and noticed for this meeting public hearing upon this subject matter has been cancelled and the hearing will not be held at this meeting.**
- D.2. Hearing - A proposed Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for properties located at approximately 7154 South 76<sup>th</sup> Street (3 parcels), containing approximately 25 acres, from Commercial Use to Mixed Use (Land By Label LLC, applicant; Initech, LLC, property owner). The property which is the subject of this application bears TKNs 756-9993-021, 756-9993-016 and 756-9993-012 consisting of approximately 25 acres of land.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. An Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to Change the City of Franklin 2025 Future Land Use Map for Properties Located at Approximately 7154 South 76<sup>th</sup> Street from Commercial Use to Mixed Use. (Approximately 25 Acres, Land By Label LLC, Applicant).
  - 2. An Ordinance to Create Section 15-3.0447 of the Franklin Unified Development Ordinance Establishing Planned Development District No. 42 (Poths General) and to Rezone Property from B-3 Community Business District and R-6 Suburban Single-Family Residence District No. 42. (Approximately 7154 South 76<sup>th</sup> Street).

3. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Increase the Maximum Permitted Density for a Three-Story Mixed-Use Building Upon Property Generally Located at the Southeast Corner of West Rawson Avenue and South Ballpark Drive. (Badax Flats LLC, Applicant, Zim-Mar Properties, LLC, Property Owner).
4. A Resolution for Authorization to WE Energies for Work Order to Install a Street Light at S. 50<sup>th</sup> Street and W. Minnesota Avenue.
5. A Resolution Authorizing Certain Officials to Accept a Conservation Easement For and As Part of the Approval of a Certified Survey Map Upon Property Located at 3617 West Oakwood Road in the City of Franklin, Milwaukee County, Wisconsin (Stewart M Wangard, Member of Oakwood Industrial LLC, Applicant).
6. von Briesen & Roper, s.c. Attorneys Request for Potential Conflict of Interest Informed Consent Waiver with Regard to the Performance of legal Services for the City of Franklin upon Labor Matters, and also to Represent Fox Glen Corporate Center, LLC in the Pending Municipal Court Matter City of Franklin v. Fox Glen Corporate Center, Case No. N 1427666.
7. Authorization for Execution of Standard Service Contract Between Heartland Business Systems and City of Franklin. Police Department Budget \$247,000 Capital Outlay Budget Account 46-0211-5812.7102. City Hall Budget \$350,000 Capital Outlay Budget Account 46-0181-5499. Public Library Budget \$25,000 Capital Outlay Budget Account 15-0511-5822.
8. A Resolution to Execute an Agreement to Relocate a Sanitary Sewer Main Across the Allis-Roller LLC Property at 5801 West Franklin Drive (TKN 931-9001-000).
9. A Resolution for Ruckert & Mielke, Inc. to Complete a Sanitary Sewer Impact Fee Study for \$7,000.
10. Authorization to Execute an Agreement with Industrial Roofing Services, Inc. (IRS) to Provide Study, Review, and Plan Preparation Services for the City of Franklin Ken Windl Park Facilities as Part of an Enhanced Capital Improvement Plan (CIP).
11. Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to continue to deliberate and consider terms relating to the Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC entered into on February 7, 2022, and the performance thereof, and the investing of public funds and governmental actions in relation thereto, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

# Common Council Meeting Agenda

July 5, 2023

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**\*\*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](http://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:

July 6	Plan Commission	7:00 p.m.
July 18	Common Council Meeting	6:30 p.m.
July 20	Plan Commission	6:30 p.m..

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CITY OF FRANKLIN  
SPECIAL COMMON COUNCIL MEETING  
JUNE 27, 2023  
MINUTES

- ROLL CALL                      A.        The special meeting of the Franklin Common Council was held on June 27, 2023, and was called to order at 6:30 p.m. by Mayor Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderman Alderwoman Courtney Day, Alderman Mike Barber, and Alderman Jason Craig. Alderman Yousef Hasan was not present. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson.
- CITIZEN COMMENT            B.1.     Citizen comment period was opened at 6:31 p.m. and was closed at 7:00 p.m.
- PROCLAMATION              B.2.     A Proclamation in Recognition of and in Gratitude for the Public Service of Stephen R. Olson.
- MINUTES  
JUNE 6, 2023                C.        Alderman Barber moved to approve the minutes of the regular Common Council meeting of June 6, 2023, as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- ORGANIZATIONAL –  
MAYORAL  
APPOINTMENTS            E.        Alderwoman Eichmann moved to confirm the following Mayoral appointments:
1. Andy Pelkey, 9320 W. Grandview Ct., Ald. Dist. 2 - Technology Commission for a 3-year unexpired term expiring 04/30/24.
  2. Barbara Wesener, 7479 Carter Circle South, Ald. Dist. 5- Tourism Commission for a 1-year unexpired term expiring 12/31/23.
- Seconded by Alderman Craig. All voted Aye; motion carried.
- POLICE DEPARTMENT  
TO CARRY ONE  
OFFICER POSITION  
OVER AUTHORIZED  
STRENGTH                  G.1.     Alderman Holpfer moved to approve to authorize the Police Department to carry one police officer position over authorized strength from August 1, 2023 through December 31, 2023. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ORD. 2023-2539  
CAPITAL OUTLAY  
FUND TO PURCHASE  
WIRELESS  
MICROPHONES AND        G.2.     Alderman Barber moved to adopt Ordinance No. 2023-2539, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO PROVIDE FOR THE PURCHASE OF WIRELESS MICROPHONES AND RELATED

EQUIPMENT FOR MICROPHONES AND EQUIPMENT FOR COMMON COUNCIL

EQUIPMENT FOR THE COMMON COUNCIL CHAMBERS IN THE AMOUNT OF \$15,000. Seconded by Alderwoman Eichmann. On a roll call, all voted Aye. Motion carried.

AUTHORIZE PURCHASE OF WIRELESS MICROPHONES FOR COMMON COUNCIL – HEARTLAND BUSINESS SYSTEMS

G.3 Alderman Barber moved to authorize the purchase of new wireless microphones, transceivers, and charging stations for the Common Council Chambers through Heartland Business Systems at \$14,930 as budgeted under Account 41-0181-5819. Seconded by Alderwoman Day. All voted Aye; motion carried.

TENTATIVE AGREEMENT WITH FRANKLIN PROFESSIONAL POLICE OFFICER’S ASSOCIATION FOR A 2022-2024 COLLECTIVE BARGAINING AGREEMENT

G.4 Alderman Barber moved to approve the “Franklin Police Officers Association Tentative Agreements with the City of Franklin” for a 2022-2024 successor labor agreement between the City of Franklin and the Franklin Professional Police Officers Association and to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provisions of the attached Tentative Agreement and to authorize the Director of Administration to incorporate any such language into the Employee Handbook as she determines necessary. Seconded by Alderwoman Eichmann. On a roll call, all voted Aye. Motion carried.

RES. 2023-8007 APPROVING THE WI DEPT. OF NATURAL RESOURCES NR-208 COMPLIANCE MAINTENANCE REPORT FOR 2022

G.5. Alderman Barber moved to adopt Resolution 2023-8007, A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR-208 COMPLIANCE MAINTENANCE REPORT FOR YEAR 2022. Seconded by Alderman Craig. All voted Aye; motion carried.

ORD. 2023-2540 PROVIDE UNSCHEDULED REPLACEMENT OF HVAC UNITS AT FIRE STATION #1

G.6. Alderman Barber moved to adopt Ordinance No. 2023-2540, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO PROVIDE FOR UNSCHEDULED REPLACEMENT OF HVAC UNITS AT FIRE STATION #1 IN THE AMOUNT OF \$11,000. Seconded by Alderwoman Eichmann. On a roll call, all voted Aye. Motion carried.

ORD. 2023-2541 CREATE SECTION OF THE FRANKLIN MUNICIPAL CODE – DEFERMENT OF PAYMENT OF SPECIAL ASSESSMENTS

G.7 Alderman Barber moved to suspend the rules and proceed to Item G.8. Seconded by Alderman Craig. All voted Aye; motion carried.

Alderman Holpfer moved to return to Item G.7. Seconded by Alderwoman Eichmann. All voted Aye, motion carried.

Alderman Barber vacated his seat at 7:43 p.m., and returned to his seat

at 7:46 p.m. prior to the vote on Item G.7.

Alderman Day moved to adopt Ordinance No. 2023-2541, AN ORDINANCE TO CREATE SECTION 207-15K.(2)(i) OF THE FRANKLIN MUNICIPAL CODE PERTAINING TO DEFERMENT OF PAYMENT OF SPECIAL ASSESSMENTS with corrections made by the City Attorney and City Engineer. Seconded by Alderman Eichmann. All voted Aye; motion carried.

DIRECT STAFF TO CONDUCT NEIGHBORHOOD PROJECT – PROCEED WITH BIDDING – RETURN WITH A PROFESSIONAL SERVICES CONTRACT FOR BOND COUNSEL – PREPARE AN ENGINEER’S REPORT AND PRESENT WITH A PRELIMINARY RESOLUTION FOR SPECIAL ASSESSMENT

G.8. Alderman Day moved to (Options A, B, C & D) direct Staff to conduct a neighborhood meeting, proceed with bidding these projects (north watermain section plus tower), return with a professional services contract for bond counsel, and prepare an engineer's report and present with a preliminary resolution for special assessment.

- A. Have a neighborhood meeting for the benefitted property owners.
- B. Proceed with bidding the projects.
- C. Return with a professional services contract to assist staff in financing of this project, including bonds.
- D. Prepare engineer's report and return with a preliminary resolution for special assessment.

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

PUBLIC POLICY #1-2023 – NOTIFICATION OF A WATER LEAK POLICY

G.9. Alderman Holpfer moved to place the following on File as Public Policy #1-2023. Notification of a Water Leak Policy, adopted by the Franklin Board of Water Commissioners. Seconded by Alderman Eichmann. All voted Aye; motion carried.

PARTICIPATION IN THE WI ELECTIONS COMMISSION 2023 ABSENTEE BALLOT SUBGRANT REIMBURSEMENT

G.10. Alderman Eichmann moved to approve participation in the Wisconsin Elections Commission 2023 Absentee Ballot Envelope Subgrant Reimbursement Program and authorize staff to execute the Agreement. Seconded by Alderman Holpfer . All voted Aye, motion carried.

ORD 2023-2542 ADD TWO STOP SIGNS AT W. LAKE POINTE DR AT S GOLDEN LAKE WAY MAKING INTERSECTION A 4-WAY STOP

G.11. Alderman Eichmann moved to adopt Ordinance No. 2023-2542, AN ORDINANCE TO AMEND THE MUNICIPAL CODE SECTION 245-3 B STOPS REQUIRED TO ADD TWO STOP SIGNS FOR THE EAST-WEST TRAFFIC OF W LAKE POINTE DRIVE AT S. GOLDEN LAKE WAY MAKING THE INTERSECTION A 4-WAY STOP. Seconded by Alderman Day. All voted Aye; motion carried.

RES. 2023-8008 ACCEPT A LANDSCAPE

G.12. Alderman Holpfer moved to adopt Resolution 2023-8008, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO

BUFFERYARD  
EASEMENT – FINAL  
PLAT FOR CAPE  
CROSSING  
SUBDIVISION

ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A FINAL PLAT FOR THE CAPE CROSSING SUBDIVISION UPON PROPERTY LOCATED AT 12200 WEST RYAN ROAD (CAPE CROSSING, LLC, PROPERTY OWNER). Seconded by Alderwoman Craig All voted Aye; motion carried.

RES. 2023-8009  
ACCEPT A  
CONSERVATION  
EASEMENT – FINAL  
PLAT FOR CAPE  
CROSSING  
SUBDIVISION

G.13. Alderman Craig moved to adopt Resolution 2023-8009, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A FINAL PLAT FOR THE CAPE CROSSING SUBDIVISION UPON PROPERTY LOCATED AT 12200 WEST RYAN ROAD (CAPE CROSSING, LLC, PROPERTY OWNER). Seconded by Alderman Barber. All voted Aye; motion carried

Alderwoman Eichmann vacated her seat at 8:09 p.m., and returned at 8:11 p.m. after the votes for Items G.14. and G.15.

RES. 2023-8010  
STORM WATER  
FACILITIES  
MAINTENANCE  
AGREEMENT AND  
EASEMENTS FOR  
PUBLIC EMERGENCY –  
TKN 890-9991-001 AND  
890-9991-002

G.14. Alderman Craig moved to adopt Resolution 2023-8010, A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND EASEMENTS FOR PUBLIC EMERGENCY ACCESS/PEDESTRIAN PATH, SANITARY SEWER, STORM DRAINAGE, STORM WATER MANAGEMENT ACCESS, AND WATER MAIN AT 12200 W. RYAN ROAD (TKN 890-9991-001 AND 890-9991-002). Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2023-8011  
AWARD 2023  
GUARDRAIL  
REPLACEMENT  
CONTRACT TO ARBOR  
GREEN, INC.

G.15. Alderman Barber moved to adopt Resolution 2023-8011, A RESOLUTION TO AWARD THE 2023 CITY OF FRANKLIN GUARDRAIL REPLACEMENT CONTRACT TO ARBOR GREEN, INC., IN THE AMOUNT OF \$58,639.75. Seconded by Alderwoman Day. All voted Aye; motion carried.

ORD. 2023-2543  
MODIFY MUNICIPAL  
CODE 222-3.G. TO  
ALLOW FOR MORE  
THAN TWO  
DRIVEWAYS

G.16. Alderman Holpfer moved to adopt Ordinance 2023-2543, AN ORDINANCE TO MODIFY MUNICIPAL CODE 222-3.G. TO ALLOW FOR CONSTRUCTION OF MORE THAN TWO DRIVEWAYS. Seconded by Alderman Barber. All voted Aye; motion carried

DIRECT STAFF TO  
PREPARE ENGINEERS  
REPORT FOR  
PROPERTIES ALONG S.

G.17. Alderwoman Day moved to direct Staff to prepare an Engineer's Report considering assessment of 38% of the local costs with the remainder 62% of the costs to be borne by Park Impact Fees for properties along S. 27 Street from W Villa Drive to W Elm Road and

27<sup>TH</sup> ST FROM W. VILLA  
DR. TO W. ELM RD.

return with a preliminary resolution to assess when ready. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2023-8012  
EXECUTE AN  
AMENDMENT TO  
AGREEMENT WITH  
EHLERS AND  
ASSOCIATES, INC. FOR  
TID CREATION  
PROFESSIONAL  
SERVICES

G.18. Alderman Barber moved to adopt Resolution 2023-8012, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH EHLERS AND ASSOCIATES, INC. FOR TAX INCREMENTAL DISTRICT CREATION PROFESSIONAL SERVICES. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. 2023-2544  
AMEND §169-1 OF THE  
MUNICIPAL CODE  
PERTAINING TO DUE  
DATES FOR LICENSE  
FEES FOR ST. MARTINS  
FAIR

G.19 Alderman Barber moved to adopt Ordinance 2023-2544, AN ORDINANCE TO AMEND §169-1 OF THE MUNICIPAL CODE AS IT PERTAINS TO DUE DATES FOR LICENSE FEE PAYMENTS FOR TRANSIENT MERCHANTS FOR THE ST. MARTINS FAIR. Seconded by Alderwoman Day. All voted Aye; motion carried.

EXECUTE AN  
AGREEMENT WITH  
INDUSTRIAL ROOFING  
SERVICES, INC FOR  
REPAIRS FOR FIRE  
STATION NO. 1, LAW  
ENFORCEMENT  
CENTER AND PUBLIC  
LIBRARY

G.20. Alderman Barber moved to execute an agreement with Industrial Roofing Services, Inc. (IRS) to provide study, review, and plan preparation services for the City of Franklin building exterior specifications for Fire Station No. 1, building exterior specifications of Law Enforcement Center, and exterior sealant specifications of Public Library City Facilities as part of an Enhanced Capital Improvement Plan. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

EXECUTE AN  
AGREEMENT WITH  
INDUSTRIAL ROOFING  
SERVICES, INC. FOR  
REPAIRS OF KEN  
WINDL PARK FACILITY  
BUILDING

G.21. Alderman Barber moved to authorize the Masonry Repair and Exterior Painting Specifications of Ken Windl Park Facility Building proposal with regard to the City of Franklin facility and associated infrastructure with IRS, and to authorize the Director of Administration to execute the appropriate related agreement as needed. Seconded by Alderman Holpfer. All voted Aye; motion carried.

CLOSED SESSION –  
AGREEMENT FOR  
PROFESSIONAL  
SERVICES TO PROVIDE  
ASSESSMENT  
SERVICES BETWEEN  
THE CITY OF  
FRANKLIN AND

G.22. Alderwoman Eichmann moved to enter closed session at 8:23 p.m., pursuant to Wis. Stat. 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to the Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC entered into on February 7, 2022, and the performance thereof, and the investing of public funds and governmental actions in relation thereto, and to re-enter open session at the same place thereafter to act on such matters discussed

ACCURATE  
APPRAISAL, LLC

therein as it deems appropriate. Seconded by Alderman Craig. On a roll call, all voted Aye. Motion carried.

The Mayor called for a five-minute break, and returned to closed session at 8:30 p.m.

Alderman Holpfer and Alderwoman Eichmann vacated their seats at 9:41 p.m. and returned at 9:43 p.m. and 9:44 p.m. respectively.

Returned to open session at 9:44 p.m.

Alderman Craig moved to have staff proceed as directed in closed session. Seconded by Alderman Barber. All voted Aye; motion carried.

MISCELLANEOUS  
LICENSES

H. Alderman Craig moved to approve the following licenses:

Special License Meeting of May 30, 2023:

Grant 2023-24 Class B Combination License to: DBA The Bowery Bar & Grill, The Bowery LLC, Roger Hein, 3023 W Ryan Rd; DBA Casa Di Giorgio, RLGIDI, Inc, Rex Idrizi, 3137 W Rawson Ave Pending Payment; DBA Chili's Bar & Grill, Brinker Restaurant Corporation, Nicholas Fischer, 6439 S 27<sup>th</sup> St; DBA Green Tea Garden, M&W Lueng LLC, May Lueng, 7236 S 76<sup>th</sup> St; DBA The Hideaway Pub & Eatery, Franklin Food & Beverage LLC, Frank Orcholski, 9643 S 76<sup>th</sup> St; DBA Honey Butter Café, Pantheon of Wisconsin, Inc, Debbie Koutromanus, 7221 S 76<sup>th</sup> St; DBA Michaelangelo's Pizza, Robley Tech, Inc, Dennis Rau, 8330 W Puetz Rd; DBA Mimosa, Enthusiast Approved LLC, Apostolos Evreniadis, 9405 S 27<sup>th</sup> St; DBA Romey's Place, Romey's Place LLC, Nathan Fabry, 7508 S North Cape Rd; DBA Toscana Restaurant, Kriton & Ermira LLC, Ermira Lazaj, 8405 S 27<sup>th</sup> St Pending Payment; DBA Wegner's St Martins Inn, St Martins Inn, LLC, Dennis Wegner, 11318 W St Martins Rd;

Grant 2023-24 Amusement Device Operator License to Games Are Us Inc, W144 S 6515 College Ct, Muskego, WI 53150, Steven Murphy;

Grant 2023-24 Day Care License to DBA The Learning Experience, Sundance Kids of Franklin LLC, 9651 W Drexel Ave, Laura Bitzer Pending all State & Local Regulations;

Grant 2023-24 Entertainment & Amusement License to DBA Milwaukee Sports Complex, Milwaukee County Parks, 6000 W Ryan Rd, Richard Becker Pending all State & Local Regulations;

Grant 2023-24 Class B Beer License to: DBA Crossroads II Pizza & Subs, M Squared Inc, Michael Falk, 11357 W St Martins Rd; DBA Marcus Showtime Cinema, Marcus cinemas of Wisconsin LLC, David Metz, 8910 S 102 St;

Grant 2023-24 Class B Beer & Class C Wine License to: DBA India Palace, Dhiman LLC, Deepak Dhiman, 7107 S 76<sup>th</sup> St; DBA Lovers Lane Sushi & Seafood Buffet, Lover Lane Buffet Inc, Jjangduan Jiang, 6514 S Lovers Lane Rd; DBA Sweet Basil, Sweet Basil MKE LLC, Kenneth Sithy, 6509 S 27<sup>th</sup> St Pending all State & Local Regulations;  
Grant 2023-24 Class B Combination Entertainment & Amusement, Bowling License to DBA Country Lanes Bowling Center, Country lanes Bowling LLC, Kevin Meier, 11231 W Forest Home Ave; DBA Root River Center, Root Group LLC, David Church, 7220 W Rawson Ave;

Grant 2023-24 Reserve Class B Combination, Entertainment & Amusement to: DBA Croatian Park, Federation of Croatian Societies Inc, Josip Veber, 9100 S 76<sup>th</sup> St; DBA Luxe/Dog Haus/The Bricks, BPC Golf Entertainment LLC, Thomas Johns, 7065 S Ballpark Dr; DBA Rock Snow Park, Rock Snow Park, LLC, Michael Schmitz, 7011 S Ballpark Dr; DBA Staybridge Suites Milwaukee Airport South, Dadaswami Hospitality LLC, Vicki Jesson, 9575 S 27<sup>th</sup> St;

Grant 2023-24 Reserve Class B Combination License to DBA Hampton Inn & Suites Milwaukee/Franklin, FF&E LLC, Jefferson Calimlim, 6901 S 76<sup>th</sup> St; DBA Milwaukee Burger Co, Hudson Burger, LLC, Jessica Cullen, 6421 S 27<sup>th</sup> St; Jessica Cullen, 6421 S 27<sup>th</sup> St;

Grant 2023-24 Class B Combination Entertainment & Amusement License to: DBA Landmark, The Landmark of Franklin LLC, Lorie Beth Knaack-Helm, 11401 W Swiss St; DBA Little Cancun Restaurant, Little Cancun LLC, Veronica Cervera, 7273A S 27<sup>th</sup> St Pending Payment & WDFI; DBA Mulligan's Irish Pub & Grill, B S T LLC, Brian Francis, 8933 S 27<sup>th</sup> St, DBA On the Border, H, B & H, LLC, Gerald Hay, 10741 S 27<sup>th</sup> St, DBA Point After Pub & Grille, Point After, LLC, Darryl Malek, 7101 S 76<sup>th</sup> St; DBA Polish Center of Wisconsin, Polish Heritage Alliance Inc, Jeffrey Kuderski, 6941 S 68<sup>th</sup> St; DBA Polonia Sport Club, Polonia Sport Club Inc, Irene Hawkinson, 10200 W Loomis Rd; DBA Rawson Pub, Rawson Pub, Inc, Steven Schweitzer, 5621 W Rawson Ave; DBA Irish cottage, Irish Cottage of Franklin LLC, Jenny Jennings, 11433 W Ryan Rd; DBA Swiss Street Pub & Grill, R&C Pub & Grub LLC, Chrystal Rausch, 11430 W Swiss Street;

Hold Class B Combination Entertainment & Amusement 2023-24 License to DBA Iron Mike's, Jax on 27<sup>th</sup> LLC, William Rushman, 6357 S 27<sup>th</sup>;

Grant 2023-24 Class B Combination, Country Club, Entertainment & Amusement License to DBA Tuckaway Country Club, Tuckaway Country Club, Joel Voisin, 6901 W Drexel Ave;

Grant 2023-24 New Operator License to: Brianna Baltutis, Maricel Delgado Buentas, Barbara Gudgeon, Kacie Haglund, Jacquelyn Huettl;  
Grant 2023-24 New Operator License Pending Updated Background Check to: Anayeli Benitez & Xenia Brown;

Grant 2022-23 & Renewal 2023-24 Operator License to: Holly Desjardin, Marina Gutierrez, Kayla Jedrzejewski, Arturo Juarez Jr & Rosa Tapia Hernandez;

Grant Class B Combination Entertainment & Amusement, Drive-In Movie Theater 2023-24 License to DBA Rock Sports Complex, The Rock Sports Complex, LLC Thomas Johns, 7005 S Ballpark Dr; and

Grant 2023-24 Renewal Operator License to: Cathy Anderson, Genine Behning, Virginia Bennett, Deanna Bucher, Judith Burbey, Antonio Chapa, Dawn Gottschalk, Gavin Ingebrigtsen, Brandie Jaskie, Elizabeth Karamelas, Paramjeet Kaur, Danielle Knox, Thomas Manske, Ericka Meeks, Janet Miller, Micah Modic, Ann Moehlenpah, Josefina Mora, Miranda Peters, Darren Phouthakhio, Toni Ruyle, Ryan Scheffler, Simran Singh, Jennifer Stankowski, Michael Swiderski, Amrit Birk, Kahtleen Wegner, & Julie Wiltzius.

Seconded by Alder Barber. All voted Aye; motion carried

Alderman Barber moved to approve the following licenses:

License Meeting of June 20, 2023:

Grant Extraordinary Entertainment & Special Event License to Federation of Croatian Societies, Inc – Croatian Fest; Thomas Krenz, 9100-9140 S 76<sup>th</sup> St, Saturday, July 15, 2023;

Grant 2022-23 & 2023-24 Renewal Operator License to: Roberta Fenning & Alexis Sedgwick Ballman,

Hold 2023-24 New Operator License to Kenneth Lux for Appearance;

Grant 2023-24 Operator License to Mitcheal Lenski, Taylor Erickson & Justin Hoffman;

Grant 2023-24 Renewal Operator License to: Angela Damask, David Lindner, Lisa Oliver, Joseph Osvatic, & Rajendra Patel;

Grant Temporary Entertainment & Amusement to Franklin Police Dept.-National Night Out, PO Gary Wallace, National Night Out-Crime Prevention Community Event, Monday, 8/7/23; and

Grant Temporary Class “B” Beer License to Franklin Lions Club: St. Martin’s Labor Day Fair, David Lindner, St. Martins Rd & Church St, 9/3-9/4/23.

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

VOUCHERS AND  
PAYROLL

- I. Alderman Barber moved to approve City vouchers with an ending date of June 15, 2023, in the amount of \$1,312,299.61, and payroll dated June 16, 2023, in the amount of \$453,518.35 and payments of the various payroll deductions in the amount of \$234,542.54, plus City matching payments, and estimated payroll dated June 30, 2023, in the amount of \$435,000 and payments of the various payroll deductions in the amount of \$460,000, plus City matching payments. Seconded by



Alderman Holpfer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Craig moved to adjourn the meeting of the Common Council at 9:50 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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**The public hearing below has been cancelled as the City of Franklin Plan Commission tabled this item on June 22, 2023 per applicant's request. A new public hearing would be noticed if this item is presented before the City of Franklin Common Council.**

**NOTICE OF PUBLIC HEARING  
CITY OF FRANKLIN  
COMMON COUNCIL**

**MEETING DETAILS**

HEARING DATE: Wednesday, July 5, 2023, 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: Vitalogy Living 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 to Mixed Use, the existing Areas of Natural Resource Features designation is not being amended.

**CONTACT INFORMATION**

City Development Department  
(414) 425-4024

[www.franklinwi.gov/planning](http://www.franklinwi.gov/planning)

[generalplanning@franklinwi.gov](mailto: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,

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**NOTICE OF PUBLIC HEARING  
CITY OF FRANKLIN  
COMMON COUNCIL**

**MEETING DETAILS**

HEARING DATE: Wednesday, July 5th, 2023, 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: Land By Label LLC (Initech, LLC, property owner).

SUBJECT PROPERTY: Approximately 7154 South 76th Street (3 parcels, totaling approximately 25 acres).

TAX KEY NUMBERS: 756-9993-021, 756-9993-016 and 756-9993-012.

PROPOSAL: To amend the Future Land Use Map designation for properties located at approximately 7154 South 76th Street (3 parcels), containing approximately 25 acres, from Commercial Use to Mixed Use.

**CONTACT INFORMATION**

City Development Department

(414) 425-4024

[www.franklinwi.gov/planning](http://www.franklinwi.gov/planning)

[generalplanning@franklinwi.gov](mailto:generalplanning@franklinwi.gov)

**PUBLIC HEARING INFORMATION**


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Dated this 19th day of May, 2023.

Karen L. Kastenson  
City Clerk

N.B. Class I

**Please publish:** \_\_\_\_\_.

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">07/05/23</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>An Ordinance to Amend the City Of Franklin 2025 Comprehensive Master Plan to Change the City of Franklin 2025 Future Land Use Map For Properties Located At Approximately 7154 South 76th Street From Commercial Use to Mixed Use</b></p> <p style="text-align: center;"><b>(Approximately 25 Acres) (Land By Label LLC, Applicant)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.I.</p> <p style="text-align: center;">Ald. Dist. #5</p>
<p>At its June 22, 2023, regular meeting, the Plan Commission recommended approval of the attached ordinance to amend the future land use map from commercial to mixed use for Poths General development. The vote was 5-0-0, five ‘ayes’, no ‘noes’ and no absents.</p> <p>A public hearing is scheduled for this item.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Ordinance No. 2023-____, to amend the city of Franklin 2025 Comprehensive Master Plan to change the city of Franklin 2025 future land use map for properties located at approximately 7154 South 76th Street from commercial use to mixed use.</p> <p>(approximately 25 acres) (Land by Label LLC, applicant)</p>		

Department of City Development: RM

**NOTICE OF PUBLIC HEARING  
CITY OF FRANKLIN  
COMMON COUNCIL**

**MEETING DETAILS**

HEARING DATE: Wednesday, July 5th, 2023, 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: Land By Label LLC (Initech, LLC, property owner).

SUBJECT PROPERTY: Approximately 7154 South 76th Street (3 parcels, totaling approximately 25 acres).

TAX KEY NUMBERS: 756-9993-021, 756-9993-016 and 756-9993-012.

PROPOSAL: To amend the Future Land Use Map designation for properties located at approximately 7154 South 76th Street (3 parcels), containing approximately 25 acres, from Commercial Use to Mixed Use.

**CONTACT INFORMATION**

City Development Department

(414) 425-4024

[www.franklinwi.gov/planning](http://www.franklinwi.gov/planning)

[generalplanning@franklinwi.gov](mailto: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 Martínez-Montilva, City of Franklin Principal Planner, at 414-425-4024.

Dated this 19th day of May, 2023.



ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025  
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN  
2025 FUTURE LAND USE MAP FOR PROPERTIES LOCATED AT APPROXIMATELY  
7154 SOUTH 76TH STREET FROM COMMERCIAL USE TO MIXED USE  
(APPROXIMATELY 25 ACRES)  
(LAND BY LABEL LLC, APPLICANT)

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, Land By Label LLC has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for properties located at approximately 7154 South 76th Street (3 parcels) from Commercial Use to Mixed Use; and

WHEREAS, the Plan Commission of the City of Franklin by a majority vote of the entire Commission on May 18, 2023, recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for properties located at approximately 7154 South 76th Street (3 parcels) from Commercial Use to Mixed Use; and

WHEREAS, the City of Franklin held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Common Council having received input from the public at a duly noticed public hearing on June 6, 2023; and

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

SECTION 1: The City of Franklin 2025 Comprehensive Master Plan is hereby amended to change the City of Franklin 2025 Future Land Use Map designation for properties located at approximately 7154 South 76th Street (3 parcels) from Commercial Use to Mixed Use. Such property is more particularly described within Resolution No. 2023 \_\_\_\_\_ of even-date herewith.

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 by a majority vote of the members-elect of the Common Council at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

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

ATTEST:

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

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

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

A RESOLUTION RECOMMENDING THE ADOPTION OF AN  
ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025  
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF  
FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTIES LOCATED  
AT APPROXIMATELY 7154 SOUTH 76TH STREET FROM COMMERCIAL  
USE TO MIXED USE, PURSUANT TO WIS. STAT. § 66.1001(4)(b)

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WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, pursuant to Wis. Stat. § 66.1001(4)(b), the Plan Commission may recommend the amendment of the Comprehensive Master Plan to the Common Council by adopting a resolution by a majority vote of the entire Commission, which vote shall be recorded in the official minutes of the Plan Commission; and

WHEREAS, Land By Label LLC has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for properties located at approximately 7154 South 76th Street (3 parcels) from Commercial Use to Mixed Use, such properties bearing Tax Key Nos. 756-9993-021, 756-9993-016 and 756-9993-012, more particularly described as follows:

**PARCEL A:**

Parcel 2 of Certified Survey Map No. 8318, recorded on January 6, 2011, as Document No. 9956357, a division of Parcel 1 of Certified Survey Map No. 6313, being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Property Address: 7154 South 76th Street, Franklin, WI 53132

Tax Key Number: 756-9993-021

**PARCEL B:**

Outlot 1 of Certified Survey Map No. 6313, recorded on December 27, 1996, on Reel 3956, Images 849 to 851 inclusive, as Document No. 7307525, being a redivision of Parcel 2 of Certified Survey Map No. 4828, and Outlot 1 of Certified Survey Map No. 5689, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Tax Key Number: 756-9993-016

**PARCEL C:**

Outlot 1 of Certified Survey Map No. 5401, recorded on April 2, 1990, on Reel 2434, Images 436 to 439 inclusive, as Document No. 6366765, a redivision of Parcel 1 of Certified Survey Map No. 4828, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.  
Tax Key Number: 756-9993-012; and

WHEREAS, the Plan Commission having determined that the proposed amendment, in form and content as presented to the Commission on June 22, 2023, is consistent with the Comprehensive Master Plan’s goals, objectives and policies and in proper form and content for adoption by the Common Council as an amendment to the 2025 Comprehensive Master Plan, subject to such modifications the Common Council may consider reasonable and necessary, following public hearing, in order to protect and promote the health, safety and welfare of the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the application for and the proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for properties located at approximately 7154 South 76th Street (3 parcels) from Commercial Use to Mixed Use, be and the same is hereby recommended for adoption and incorporation into the 2025 Comprehensive Master Plan by the Common Council.

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:

\_\_\_\_\_  
John R. Nelson, Chairman

ATTEST:

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

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

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">07/05/23</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>An Ordinance to Create Section 15-3.0447 of The Franklin Unified Development Ordinance Establishing Planned Development District No. 42 (Poths General) and to Rezone Property from B-3 Community Business District and R-6 Suburban Single-Family Residence District to Planned Development District No. 42</b></p> <p style="text-align: center;"><b>(Approximately 7154 South 76th Street)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.2.</p> <p style="text-align: center;">Ald. Dist. #5</p>

At its June 22, 2023, regular meeting, the Plan Commission recommended approval of the attached ordinance to create Planned Development District no. 42 (Poths General). The vote was 5-0-0, five ‘ayes’, no ‘noes’ and no absents.

**COUNCIL ACTION REQUESTED**

A motion to adopt Ordinance No. 2023-\_\_\_\_, to create Section 15-3.0447 of the Franklin Unified Development Ordinance establishing Planned Development District no. 42 (Poths General) and to rezone property from B-3 community business district and R-6 suburban single-family residence district to Planned Development District no. 42 (approximately 7154 South 76th Street).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 5-10-23]

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO CREATE SECTION 15-3.0447 OF THE FRANKLIN  
UNIFIED DEVELOPMENT ORDINANCE ESTABLISHING PLANNED  
DEVELOPMENT DISTRICT NO. 42 (*POTHS GENERAL*) AND TO  
REZONE PROPERTY FROM B-3 COMMUNITY BUSINESS DISTRICT  
AND R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT  
TO PLANNED DEVELOPMENT DISTRICT NO. 42  
(APPROXIMATELY 7154 SOUTH 76TH STREET)

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WHEREAS, a petition for zoning change having been filed to change the zoning on a tract of land (3 parcels) from B-3 Community Business District and R-6 Suburban Single-Family Residence District to a Planned Development District, which tract of land is located at approximately 7154 South 76th Street, bearing Tax Key Nos. 756-9993-021, 756-9993-016 and 756-9993-012, and which is more particularly described below; and

WHEREAS, the Plan Commission having determined that the proposed Planned Development District No. 42 (*Poths General*) is in conformance with the City of Franklin Comprehensive Master Plan and contains more than 3 acres; and

WHEREAS, a Public Hearing was held before the Plan Commission on the 18th day of May, 2023, and the Plan Commission having reviewed the Planned Development District No. 42 petition and having found that the proposed Planned Development District conforms to the standards for adoption of a Planned Development District, and having recommended to the Common Council that the creation of Planned Development District No. 42 be approved; and

WHEREAS, the Common Council having reviewed the petition and recommendation following the Public Hearing and having determined that the adoption of an ordinance to create Planned Development District No. 42 will promote the health, safety and welfare of the Community.

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

SECTION 1:           §15-3.0102 (*Zoning Map*) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the properties described below be changed from B-3 Community Business District and R-6 Suburban Single-Family Residence District to Planned Development District No. 42 (*Poths General*) as is created under SECTION 2 of this ordinance.

**PARCEL A:**

Parcel 2 of Certified Survey Map No. 8318, recorded on January 6, 2011, as Document No. 9956357, a division of Parcel 1 of Certified Survey Map No. 6313, being part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Property Address: 7154 South 76th Street, Franklin, WI 53132

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Outlot 1 of Certified Survey Map No. 6313, recorded on December 27, 1996, on Reel 3956, Images 849 to 851 inclusive, as Document No. 7307525, being a redivision of Parcel 2 of Certified Survey Map No. 4828, and Outlot 1 of Certified Survey Map No. 5689, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Tax Key Number: 756-9993-016

**PARCEL C:**

Outlot 1 of Certified Survey Map No. 5401, recorded on April 2, 1990, on Reel 2434, Images 436 to 439 inclusive, as Document No. 6366765, a redivision of Parcel 1 of Certified Survey Map No. 4828, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Tax Key Number: 756-9993-012

SECTION 2: §15-3.0447 of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby created to read as follows:

Section 15-3.0447 PLANNED DEVELOPMENT DISTRICT NO. 42 (*POTHIS GENERAL*)

**A. Development Scope.**

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

1. **Exhibit A:** Concept Plan entitled “Poths General Apartments”, dated-stamped May 3, 2023.
2. **Exhibit B:** Site Intensity Calculation Site Plan, dated-stamped May 3, 2023.
3. **Exhibit C:** Site Intensity and Capacity Calculations, dated-stamped May 3, 2023.
4. **Exhibit D:** Natural Resource Protection Plan prepared by The Sigma Group dated May 1, 2023.
5. **Developer:** Land by Label, LLC.

B. **District Intent.** It is the intent of the Planned Development District No. 42 (*Poths General*) to allow for the development of commercial retail sales and services, hotel and multi-family residential uses.

C. **General Requirements.** The site shall be developed in substantial compliance with the district standards and specific development standards for the Planned Development District No. 42 (*Poths General*) set forth in this Ordinance.

D. **Permitted Uses.** The following uses are hereby permitted within the parameters as set forth below and referenced on Exhibit “A”

1. Multi-family residential use within buildings A, B, C, D, E, F and G.
2. Any use within the commercial area of buildings A and B shall be a use consistent with the permitted uses in the B-3 Community Business District of the City of Franklin Unified Development Ordinance, as may be amended from time to time. Commercial uses are only permitted in buildings A and B, limited to the ground floor level.
3. Hotel-Inn as defined in the City of Franklin Unified Development Ordinance within building H.
4. Hardware store or any use consistent with the permitted uses in the B-3 Community Business District of the City of Franklin Unified Development Ordinance within the building labeled as “Ace Hardware” on Exhibit “A”.
5. Essential services as defined in the City of Franklin Unified Development Ordinance.

E. **Special Uses.** The following uses are hereby allowed when approved as Special Use within the parameters set forth in the Unified Development Ordinance, this Planned Development District No. 42, and as referenced on Exhibit “A”.

1. Any special use within the commercial area of buildings A and B shall be a special use consistent with the uses in the B-3 Community Business District of the City of Franklin Unified Development Ordinance, as may be amended from time to time



2. Any building over four stories or 60 feet in height.

F. **Prohibited Uses.** All uses not listed as a permitted use, special use or accessory use thereto within the B-3 Community Business District or this Planned Development District No. 42.

G. **Accessory Uses.** The following uses are allowed provided the principal structure is present or under construction on the lot or parcel:

1. Amenities depicted on Exhibit “A”, specifically pavilion, plaza, food truck plaza, identity beacon, ice skating rink, restrooms, outdoor dining, splash pad, clubhouse, swimming pool and grill area.
2. Off-street parking as required in the City of Franklin Unified Development Ordinance.

H. **Non-residential Development Standards.** Commercial areas of Buildings A and B; Building H and the “Ace Hardware” depicted as commercial on Exhibit “B” shall meet the following development standards:

1. Minimum lot area: 40,000 square feet
2. Minimum Landscape Surface Ratio (LSR): 0.45
3. Maximum Gross Floor Area Ratio (GFAR): 0.31
4. Maximum Net Floor Area Ratio (GFAR): 0.57
5. Minimum front setback: 15 feet
6. Minimum side setback on corner lot: 15 feet
7. Minimum side setback: 10 feet
8. Minimum rear setback: 20 feet
9. Minimum setback from arterial roadways: 40 feet  
(South 76<sup>th</sup> Street and Rawson Avenue)
10. Maximum building height,  
Principal structure: 4 0/60 stories/ft  
Accessory structure. 1.0/25 stories/ft

I. **Residential Development Standards.** Residential areas of Buildings A and B; Buildings C, D, E, F and G depicted as residential on Exhibit “B” shall meet the following development standards.

1. Minimum lot area. 40,000 square feet
2. Minimum Open Space Ratio (OSR): 0.35
3. Maximum Gross Density (GD): 30 dwelling unit/acre

- |     |  |                       |
|-----|--|-----------------------|
| 4.  | Maximum Net Density (ND):  | 45 dwelling unit/acre |
| 5.  | Minimum front setback:   | 15 feet               |
| 6.  | Minimum side setback on corner lot:  | 15 feet               |
| 7.  | Minimum side setback:  | 10 feet               |
| 8.  | Minimum rear setback:  | 20 feet               |
| 9.  | Minimum setback from arterial roadways:<br>(South 76 <sup>th</sup> Street and Rawson Avenue) | 40 feet               |
| 10. | Maximum building height,   |                       |
|     | Principal structure:   | 4.0/60 stories/ft     |
|     | Accessory structure:   | 1.0/25 stories/ft     |

J. **Parking.** The minimum number of parking spaces shall comply with the requirements of the Unified Development Ordinance, and the maximum number of parking spaces shall conform to the table referenced on Exhibit “A”, unless otherwise approved in writing by the Plan Commission. No parking shall be allowed within the parking setback of 30 feet from a residential zoning district or 10 feet from a commercial zoning district. No parking setback is required when abutting another property zoned PDD No. 42

K. **Conditions of Approval.** Pursuant to the Unified Development Ordinance Section 15-9.0208E.7.b.(1), a general approval of a Planned Development District is conditioned upon the subsequent submittal and approval of more specific and detailed plans. The conditions of general approval for Planned Development District No. 42 POTHs GENERAL are listed below:

1. The applicant shall be responsible for filing a Certified Survey Map or Preliminary Plat of Subdivision consistent with all requirements of the Unified Development Ordinance and this Planned Development District.
2. The applicant shall be responsible for filing a Subdivision Development Agreement consistent with all regulations of the Unified Development Ordinance and Municipal Code, as may be amended, for the Certified Survey Map or Final Subdivision Plat. Said Subdivision Development Agreement shall be subject to review and approval by the Common Council
3. The applicant shall submit a landscape plan, as defined in the Unified Development Ordinance as part of the Certified Survey Map or Preliminary Plat submittal. Such landscape plan shall depict a 30-foot wide landscape buffer where the site abuts residential zoning districts, specifically R-6 as well as Planned Development Districts nos. 11 and 17, and excluding any natural resource area.

4. The applicant shall be responsible for filing Site Plans and/or Special Uses consistent with all regulations of the Unified Development Ordinance and Municipal Code, as may be amended, for each individual lot resulting from the eventual Certified Survey Map or subdivision plat.
5. Grading, stormwater management, erosion control and utility plans shall be subject to review by the Engineering Department.
6. This ordinance is not approving any of the impacts to protected natural resources indicated on Exhibit "D" Natural Resource Protection Plan. The applicant shall be responsible for filing a Natural Resource Special Exception application consistent with all regulations of the Unified Development Ordinance.
7. All protected natural resources indicated in the Natural Resource Protection Plan, including wetlands, wetland buffers, wetland setbacks and woodlands shall be protected by a conservation easement in accordance with the Unified Development Ordinance.
8. In the event that no building permit has been issued for any one of the structures in this Planned Development District; prior to the expiration of 24 months from the date of enactment of this Ordinance, and allowing a three month extension thereto if requested by the applicant and approved by the Common Council prior to the expiration of the 24 months, the zoning designation shall revert back to the zoning for the subject parcel(s) which existed prior to the effective date of this Ordinance.
9. The applicant shall submit a Traffic Impact Analysis of this development at the time detailed site plans or land division applications are provided for review.
10. All signs, including the identity beacon depicted on Exhibit "A", must comply with the city's sign regulations and will require a separate approval.
11. The applicant shall be responsible for revising the location of Building A or any other building to meet the 40-foot building setback from arterial roadways (South 76th Street and West Rawson Avenue) set forth in Section 15-5 0108B. of the Unified Development Ordinance.
12. The applicant shall be responsible for revising the location of parking lots to meet the parking setbacks set forth in Section 2.J "Parking" of this ordinance.

SECTION 3: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of

competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

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

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

APPROVED:

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

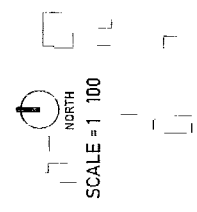
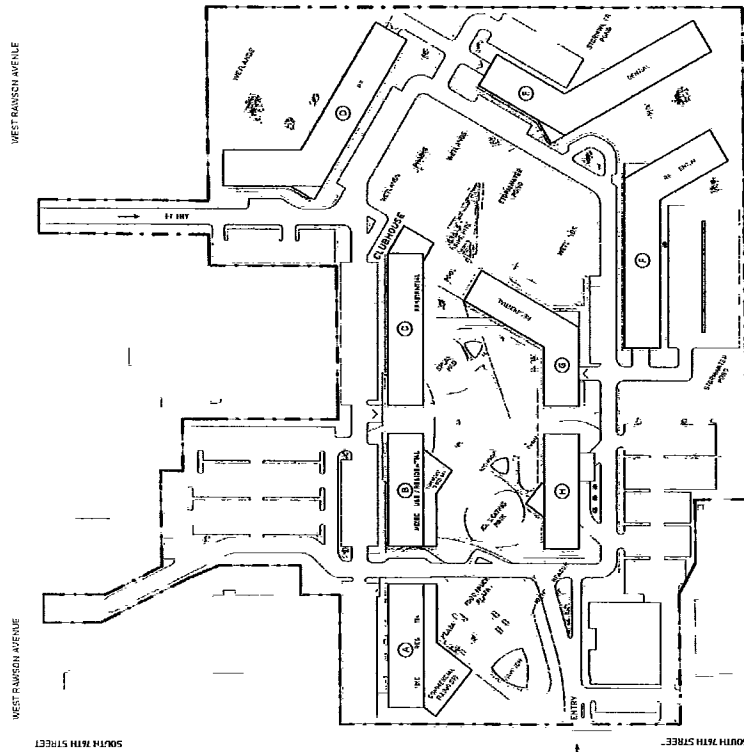
ATTEST:

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

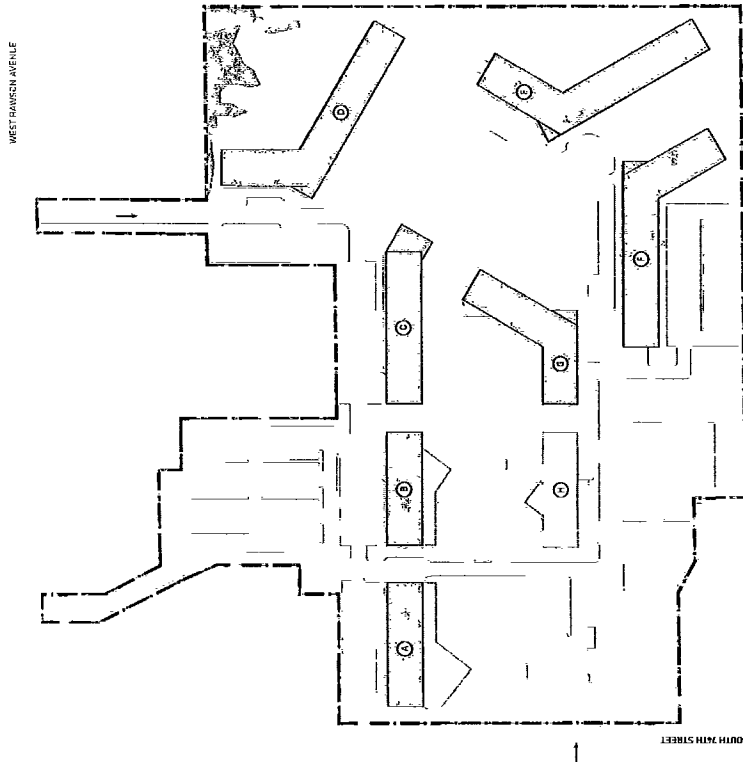
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

# Exhibit "A"

BUILDING	UNIT COUNT	ENCLOSED STALLS	PARKING SPACES (TOTAL)
A. 3+1 STORY	40	40	30
B. 4+1 STORY	40	40	35
C. 4+1 STORY	64	64	48
D. 3+1 STORY	80	80	60
E. 3+1 STORY	80	80	60
F. 3+1 STORY	80	80	60
G. 3+1 STORY	40	40	30
TOTALS	430 UNITS	430 STALLS	323 STALLS
H. HOTEL	51 ROOMS	-	50 STALLS
PUBLIC	-	-	300 STALLS



# SITE INTENSITY CALCULATION SITE PLAN



	COMMERCIAL
	NATURAL RESOURCE PROTECTION AREA
	RESIDENTIAL

**Areas identified for the purposes of visually illustrating the site intensity calculations.**

Exhibit "B"

  
 NORTH  
 SCALE = 1 : 100

Pothes General Nonresidential Area

Exhibit "C"

Table 15-3.0502

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

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	24.515 Acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area	0 acres
STEP 3:	Subtract (-) land which as a part of a previously approved development or land division, was reserved for open space	0 acres
STEP 4:	In the case of <i>"Site Intensity and Capacity Calculations" for a proposed residential use</i> , subtract (17 107 acres ) the land proposed for nonresidential uses, or In the case of <i>"Site Intensity and Capacity Calculations" for a proposed nonresidential use</i> , subtract (-) the land proposed for residential uses	17.107 acres
STEP 5:	Equals "Base Site Area"	= 7.408 acres (nonresidential)

17 107 acres residential

Resource Protection Areas within Nonresidential Area

**Table 15-3.0503  
WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND**

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4 0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes 10-19%	0 00	0 60	0 40	X <u>  0  </u> =	0
	0 65	0 75	0 70	X <u>  0  </u> =	
	0 90	0 85	0 80	X <u>  0  </u> =	
Woodlands & Forests					
	Mature	0 70	0 70	0 70	X <u>  0  </u> =
Young	0 50	0 50	0 50	X <u>  0  </u> =	0
Lakes & Ponds	1	1	1	X <u>  0  </u> =	0
Streams	1	1	1	X <u>  0  </u> =	0
Shore Buffer	1	1	1	X <u>  0  </u> =	0
Floodplains/Floodlands	1	1	1	X <u>  0  </u> =	0
Wetland Buffers	1	1	1	X <u>  0  </u> =	0
Wetland Setback	--	--	--	X <u>  0  </u> =	0
Wetlands & Shoreland Wetlands	1	1	1	X <u>  0  </u> =	0
<b>TOTAL RESOURCE PROTECTION LAND</b> (Total of Acres of Land in Resource Feature to be Protected)					<b>0</b>

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



Table 15-3.0505

**WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND CAPACITY FOR NONRESIDENTIAL DEVELOPMENT**

<p>STEP 1</p>	<p><b>CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502)    <u>  7 408  </u></p> <p>Multiple by Minimum <i>Landscape Surface Ratio (LSR)</i> (see specific zoning district LSR standard)    X    <u>  0 45  </u></p> <p>Equals <b>MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE</b>    -</p>	<p>3.334    acres</p>
<p>STEP 2</p>	<p><b>CALCULATE NET BUILDABLE SITE AREA</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502)    <u>  7 408  </u></p> <p>Subtract <i>Total Resource Protection Land</i> from Table 15-3 0503) or <i>Minimum Required Landscape Surface</i> (from Step 1 above), whichever is greater -    <u>  3 334  </u></p> <p>Equals <b>NET BUILDABLE SITE AREA</b>    -</p>	<p>4.074    acres</p>
<p>STEP 3</p>	<p><b>CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE</b></p> <p>Take <i>Net Buildable Site Area</i> (from Step 2 above)    <u>  4 074  </u></p> <p>Multiple by Maximum <i>Net Floor Area Ratio (NFAR)</i> (see specific nonresidential zoning district NFAR standard) X    <u>  0 57  </u></p> <p>Equals <b>MAXIMUM NET FLOOR AREA YIELD OF SITE</b>    -</p>	<p>2 322 acres</p>
<p>STEP 4</p>	<p><b>CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE</b></p> <p>Take <i>Base Site Area</i> (from Step 5 of Table 15-3 0502)    <u>  7 408  </u></p> <p>Multiple by Maximum <i>Gross Floor Area Ratio (GFAR)</i> (see specific nonresidential zoning district GFAR standard) X    <u>  0 31  </u></p> <p>Equals <b>MAXIMUM GROSS FLOOR AREA YIELD OF SITE</b>    -</p>	<p>2 296 acres</p>
<p>STEP 5</p>	<p><b>DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE</b></p> <p>Take the <i>lowest</i> of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above)</p> <p>(Multiple results by 43,560 for maximum floor area in square feet)</p>	<p>2 296 acres 100,034 SF</p>

Pothes General - Residential

**Table 15-3.0502  
WORKSHEET FOR THE CALCULATION OF BASE SITE AREA  
FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT**

<b>STEP 1:</b>	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	24.515 Acres
<b>STEP 2:</b>	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities and any dedicated public park and/or school site area	0 acres
<b>STEP 3:</b>	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space	0 acres
<b>STEP 4:</b>	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract ( 7.408 acres ) the land proposed for nonresidential uses, or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract ( - ) the land proposed for residential uses	7.408 acres
<b>STEP 5:</b>	Equals "Base Site Area"	= 17.107 acres (residential)

7.408 acres nonresidential

Resource Protection Areas within Residential Areas

**Table 15-3.0503  
WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND**

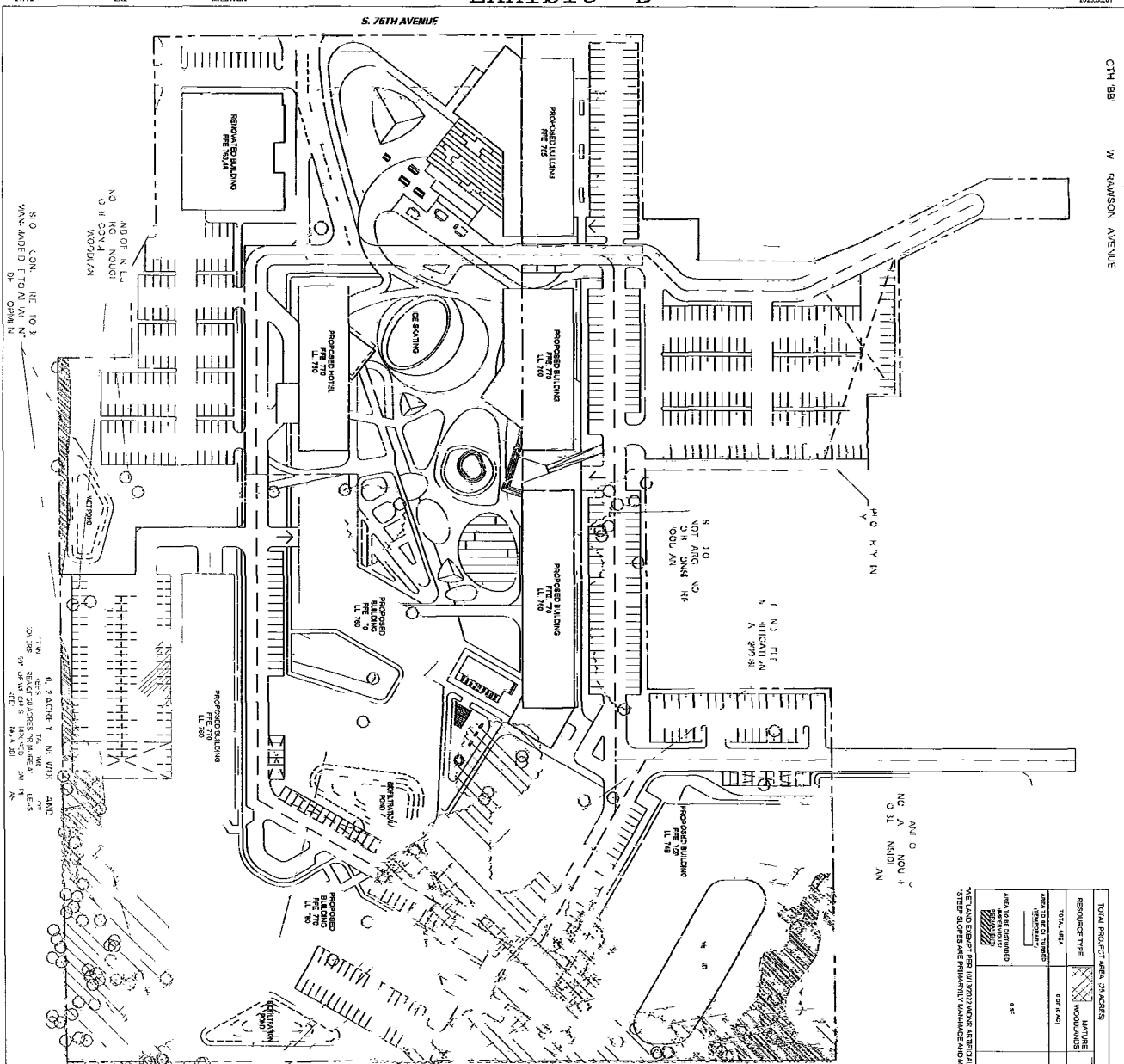
Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4 0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes					
10-19%	0 00	0 60	0 40	X <u>  0  </u> =	0
20-30%	0 65	0 75	0 70	X <u>  0  </u> =	
+ 30%	0 90	0 85	0 80	X <u>  0  </u> =	
					<u>  0  </u>
Woodlands & Forests					
Mature	0 70	0 70	0 70	X <u>  0  </u> =	0
Young	0 50	0 50	0 50	X <u> 2.31 </u> =	1.155
Lakes & Ponds	1	1	1	X <u>  0  </u> =	0
Streams	1	1	1	X <u>  0  </u> =	0
Shore Buffer	1	1	1	X <u>  0  </u> =	0
Floodplains/Floodlands	1	1	1	X <u>  0  </u> =	0
Wetland Buffers	1	1	1	X <u> 0.56 </u> =	0.56
Wetland Setback	--	--	--	X <u> 0.35 </u> =	0
Wetlands & Shoreland Wetlands	1	1	1	X <u> 0.66 </u> =	0 66
<b>TOTAL RESOURCE PROTECTION LAND</b> (Total of Acres of Land in Resource Feature to be Protected)					<b>2.375</b>

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

Table 15-3 0504

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

<p><b>STEP 1:</b></p>	<p><b>CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>17 107</u></p> <p>Multiple by Minimum <i>Open Space Ratio (OSR)</i> (see specific residential zoning district OSR standard) X <u>0.35</u></p> <p>Equals <b>MINIMUM REQUIRED ON-SITE OPEN SPACE</b> = <u>          </u></p>	<p>5.987 acres</p>
<p><b>STEP 2:</b></p>	<p><b>CALCULATE NET BUILDABLE SITE AREA</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>17 107</u></p> <p>Subtract <i>Total Resource Protection Land</i> from Table 15-3 0503) or <i>Minimum Required On-Site Open Space</i> (from Step 1 above), whichever is greater <u>5.987</u></p> <p>Equals <b>NET BUILDABLE SITE AREA</b> = <u>          </u></p>	<p>11.12 acres</p>
<p><b>STEP 3:</b></p>	<p><b>CALCULATE MAXIMUM NET DENSITY YIELD OF SITE</b></p> <p>Take <i>Net Buildable Site Area</i> (from Step 2 above) <u>11.12</u></p> <p>Multiple by Maximum <i>Net Density (ND)</i> (see specific residential zoning district ND standard) X <u>45</u></p> <p>Equals <b>MAXIMUM NET DENSITY YIELD OF SITE</b> = <u>          </u></p>	<p>500.4 DU s</p>
<p><b>STEP 4:</b></p>	<p><b>CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE</b></p> <p>Take <i>Base Site Area</i> (from Step 5 of Table 15-3 0502) <u>17.107</u></p> <p>Multiple by Maximum <i>Gross Density (GD)</i> (see specific residential zoning district GD standard) X <u>30</u></p> <p>Equals <b>MAXIMUM GROSS DENSITY YIELD OF SITE</b> = <u>          </u></p>	<p>513.21 DU s</p>
<p><b>STEP 5:</b></p>	<p><b>DETERMINE MAXIMUM PERMITTED D U s OF SITE</b></p> <p>Take the <i>lowest</i> of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above)</p>	<p>500 DU s</p>



TOTAL PROJECT AREA: 20 ACRES			
RESOURCE TYPE	AMOUNT	PERCENTAGE	APPROXIMATE VALUE
WETLANDS	5.95 AC	29.75%	\$1,500,000
WOODLANDS	14.05 AC	70.25%	\$2,500,000
AGRICULTURAL RESIDUAL	0.00 AC	0.00%	\$0
OPEN SPACE	0.00 AC	0.00%	\$0
<b>TOTAL</b>	<b>20.00 AC</b>	<b>100%</b>	<b>\$4,000,000</b>

NATURAL RESOURCE PROTECTION STANDARDS					
RESOURCE TYPE	AGRICULTURAL RESIDUAL	WETLANDS	WOODLANDS	OPEN SPACE	TOTAL
AGRICULTURAL RESIDUAL	100%	0%	0%	0%	100%
WETLANDS	0%	100%	0%	0%	100%
WOODLANDS	0%	0%	100%	0%	100%
OPEN SPACE	0%	0%	0%	100%	100%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

CITY OF FRANKLIN NATURAL RESOURCE PROTECTION STANDARDS						
AGRICULTURAL RESIDUAL	WETLANDS	WOODLANDS	OPEN SPACE	TOTAL	PERCENTAGE	APPROXIMATE VALUE
100%	100%	100%	100%	100%	100%	\$4,000,000
0%	0%	0%	0%	0%	0%	\$0
0%	0%	0%	0%	0%	0%	\$0
0%	0%	0%	0%	0%	0%	\$0
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>\$4,000,000</b>

**INSURANCE:**

**NO REVISION DATE**

**EX2**

THE SIGMA GROUP

**SIGMA GROUP**

1300 West Centre Street  
 Franklin, WI 53122-3500  
 Phone: 414-484-4200  
 Fax: 414-484-4210

**POTHS GENERAL DEVELOPMENT**  
**76TH AND RAWSON**  
**FRANKLIN WI 53132**

**NATURAL RESOURCE PROTECTION PLAN**

SCALE: 1" = 30'

PROJECT NO: 21777

DESIGN DATE: 2/20/2023

DATE OF DATE: 2/20/2023

DRAWN BY: MK

CHECKED BY: MK

APPROVED BY: MK

SHEET NO: EX2



CITY OF FRANKLIN  
REPORT TO THE PLAN COMMISSION

Item C.1.

Meeting of May June 22, 2023

**New Planned Development District and Comprehensive Master Plan Amendment**

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**RECOMMENDATION:** Staff recommends approval of a new Planned Development District and a Comprehensive Plan Amendment to change the Commercial land use designation to Mixed Use.

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<b>Project Name:</b>	<b>Poths General mixed-use development</b>
<b>Project Address/Tax Key:</b>	Approximately 7154 South 76 <sup>th</sup> Street/756 9993 021, 756 9993 016, and 756 9993 012
<b>Property Owner:</b>	Initech, LLC
<b>Applicant:</b>	Land by Label
<b>Current Zoning:</b>	B-3 Community Business District
<b>Proposed Zoning:</b>	Planned Development District No. 42
<b>Existing 2025 Comprehensive Plan:</b>	Commercial
<b>Proposed 2025 Comprehensive Plan:</b>	Mixed Use
<b>Staff Planner:</b>	Régulo Martínez-Montilva, AICP, CNUa, Principal Planner
<b>Consultant:</b>	Wrayburn Consulting, LLC
<b>Submittal date:</b>	11-07-2022, resubmitted on 03-10-2023 and 05-03-2023
<b>Application number:</b>	PPZ22-0181/82
<b>Action Requested:</b>	Recommendation of general approval of the Planned Development District and Comprehensive Master Plan Amendment

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**INTRODUCTION**

Please note:

- Recommendations are underlined, in italics and are included in the draft resolution.

The applicant is proposing a new Planned Development District for a mixed use development, The Poths General, and amend the future land use map designation of the comprehensive plan for the site from commercial to mixed use. The Poths General project consists of five multi-family residential apartment buildings, two mixed use buildings, a hotel, and the existing Harry’s Ace Hardware and Rental store. The multi-family residential apartment buildings are projected to contain 430 apartments. A 6,000 square foot clubhouse, which will also contain the leasing center and management offices, is proposed. In addition, there are numerous civic spaces and activities, such as an ice skating rink, food truck plaza, pavilion, small amphitheater, splash pad, and dog park areas. Staff would like to note that there has not been a formal request for the City to take on the cost or programing of the proposed civic spaces and activities.

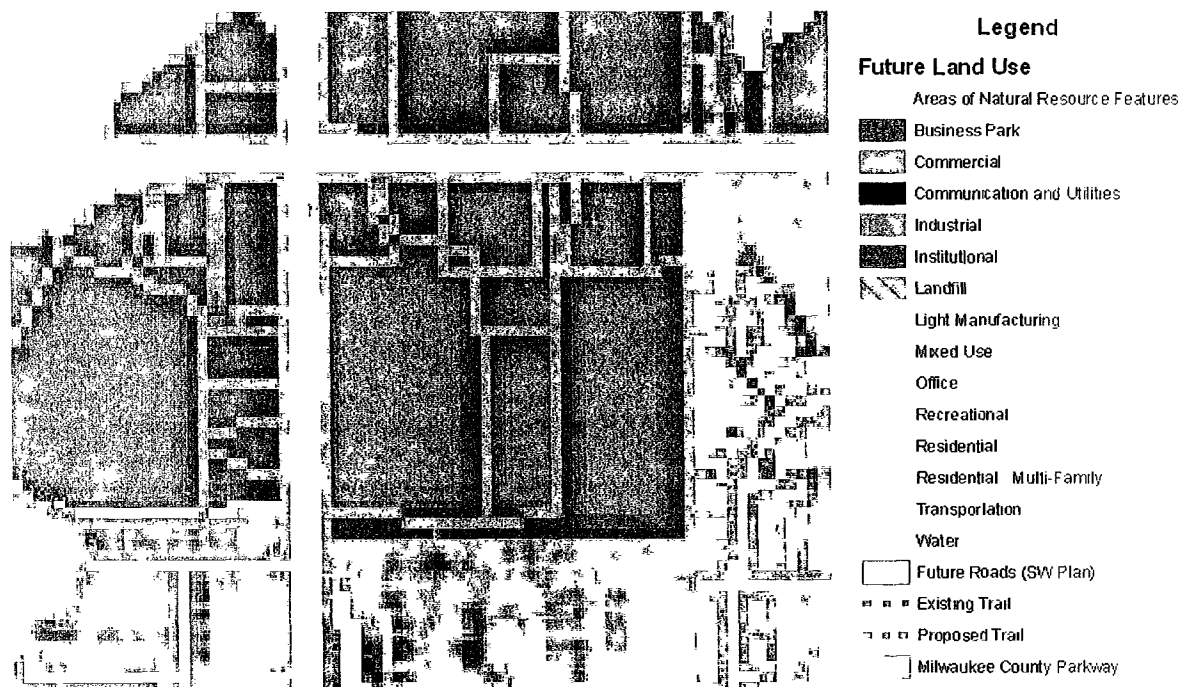
The proposed development includes three existing properties, totaling about 24.5-acres. It is recommended that, at the time detailed site plans are provided for review and approval, a Certified Survey Map Application be submitted to combine the three parcels into a single lot.

**COMPREHENSIVE MASTER PLAN AMENDMENT**

All three properties are designated as Commercial on the City’s 2025 Future Land Use Map. The applicant is requesting to change the future land use designation to Mixed Use to accommodate the development.

There are protected natural resources onsite that will remain; however, due to the minimal extent of the resources compared to the overall land area, it is not being recommended that they be designated as “Areas of Natural Resource Features” on the Future Land Use Map.

This site is located within Planning Area D of the comprehensive plan (see appendix 1), which is an opportunity for “Commercial development along the east side of Loomis Road, with housing that transitions to existing neighborhoods to the east, and residential along the west side of Loomis Road, represent a significant opportunity to future development in the City” (Land Use chapter, page 5-43).



**Future Land Use Map of the 2025 Comprehensive Master Plan of the City of Franklin**

The proposed development provides a mix of commercial and residential uses adjacent to South 76<sup>th</sup> Street, a mix of uses and activities within the center of the project, and residential housing units abutting the single-family residential to the east and multi-family to the south. While this proposed development is not entirely consistent with the commercial designation found on the Future Land Use Map for this site, it meets the vision the City has for Planning Area D and is within proximity to many other parcels that have been identified as “Potential Development Areas for Commercial or Mixed-Use Development” in Map 5.6 “Potential Development Areas” in the Comprehensive Plan (see appendix 2). The Potential Development Areas Map only considered larger greenfield sites, not redevelopment opportunities or

small infill sites, when the map was developed. Staff supports changing the future land use map designation to Mixed Use as it would be compatible with the existing surrounding developments and would likely be identified as a potential redevelopment opportunity for Commercial and Mixed-Use Development during the next Comprehensive Plan Update.

In addition, staff contends that the proposed project meets many of the Goals and Objectives (starting on page 2-31) found in Chapter 2: Issues & Opportunities of the Comprehensive Master Plan. The project addresses, at least in part, goals #1 through #23. The applicant also provided information regarding consistency and meeting the goals of the Comprehensive Master Plan for Plan Commission and Common Council consideration.

According to the applicant, “the contemplated development represents a massive expansion of the City’s tax base. Over \$150 million of new tax base could yield over \$1.5 million in annual taxes upon closure of the TID” (project narrative dated May 12, page 12).

**PLANNED DEVELOPMENT DISTRICT**

The applicant is seeking “general approval” for a new Planned Development District (PDD), to allow for 430 apartments, a hotel, existing retail, food trucks, a small amphitheater, pavilion, and other types of accessory or complimentary uses. If approved, this development would be PDD No. 42.

Per Unified Development Ordinance (UDO), Section 15-9.0208.E.7.b.(1), PDD applications for general approval “need not necessarily be completely detailed at the time of rezoning provided they are of sufficient detail to satisfy the Plan Commission and Common Council as to the general character, scope, and appearance of the proposed development. Such preliminary plans shall designate the pattern of the proposed streets, and the size and arrangement of individual building sites”.

**PROJECT ANALYSIS**

Division 15-3.0400 of the UDO describes the intent and sets the dimensional and use regulations of Planned Development Districts. Table 15-3.0402C (below) specifically establishes maximum intensity and density measures for Planned Development Districts.

**Table 15-3.0402C**

PDD Planned Development District Maximum Intensity and Density Measures						
General Use Type	Residential Standards			Non-Residential Standards		
	Minimum Open Space Ratio (OSR)	Maximum Gross Density (GD)	Maximum Net Density (ND)	Minimum Landscape Surface Ratio (LSR)(b)	Maximum Gross Floor Area Ratio (GFAR)	Maximum Net Floor Area Ratio (NFAR)
Residential	0.25	0.0	0.0	NA	NA	NA
Office	0	NA	NA	0.2	0.45	0.2
Commercial Retail Sale and Service	0	NA	NA	0.2	0	0.5
Industrial	0	NA	NA	0.25	0.5	0.1
Mixed Commercial Use		0.0	0.0	0	0	0.0

(a) ...  
 (b) ...  
 (c) ...



The development as currently proposed does not conform to these standards as shown in the table below:

	<b>Maximum Gross Density (GD)</b>	<b>Maximum Net Density (ND)</b>
Maximum	6.10	8.00
Proposed	30	45

As indicated in Table 15-3.0402C, note (a), the Plan Commission may approve greater Gross and Net Densities “with the provision the development meets a community purpose, such as residential housing for older persons”.

**Question for policy direction:** do the proposed amenities (ice skating rink, food truck plaza, pavilion, splash pad, and dog park areas) meet a community purpose to justify greater Gross and Net Densities?

**Natural Resource Protection Plan (NRPP)**

Sections 15-3.0401C. and 15-3.0403B. of the UDO require Planned Development Districts to comply with natural resource protection standards as set forth in Division 15-4.0100. The project area contains young woodlands, wetlands and the associated wetland buffers and setbacks.

The development impacts about 38% of the young woodlands, which is in conformance of the 50% protection standard within Table 15-4.0100.

The applicant is not proposing to disturb any wetlands; however, wetland buffer and setback areas will be impacted. Approximately 4,197 square feet of wetland buffer and about 10,666 square feet of wetland setback will be disturbed.

Wetland buffers are 100% protected, but are allowed to be mitigated for nonresidential development at a ratio of 1.5:1. However, mitigation is not permitted for residential development. The applicant is proposing to mitigate for the 898 square feet of buffer that will be distributed permanently. 3,299 square feet of wetland buffer will be disturbed but will be returned to its natural state.

About 2,038 square feet of wetland setback will be permanently disturbed by buildings or other impervious surfaces. Wetland setbacks are allowed to be disturbed but must be returned to a natural state.

Based upon the buffer and setback encroachments, a Natural Resource Special Exception shall be submitted at the time detailed site plans are provided for review and approval and approved prior to disturbing these natural resource features.

**Basis for approval**

Pursuant to UDO Section 15-9.0208.E. “PDD Planned Development District Procedures”, the Plan Commission in making its recommendation, and the Common Council in making its determination, shall give consideration to the following:

- 1 *Intent to Start Construction Within a Reasonable Period* That the applicant for the proposed PDD Planned Development District has demonstrated that the applicant intends to start construction within a reasonable period following the approval of the change in zoning districts and that the

*development will be carried out according to a reasonable construction schedule satisfactory to the City*

Staff comment: the applicant stated that the anticipated construction start is for October 2023 (project narrative dated October 6, 2020, page 18).

2 *Consistency with Unified Development Ordinance and Comprehensive Master Plan Required The Plan Commission in making its recommendations, and the Common Council in making its determination, shall further find that*

*a The proposed site shall be provided with adequate drainage facilities for surface and storm water*

Staff comment: preliminary stormwater management facilities are shown on the plans provided by the applicant. Furthermore, final stormwater management plans shall be subject to review by the Engineering Department.

*b The proposed site shall be accessible from public roads that are adequate to carry the traffic that will be imposed upon them by the proposed development*

Staff comment: the applicant has provided a plan showing access locations (Sheet C003). There are multiple access locations proposed from South 76<sup>th</sup> Street and West Rawson Avenue. These are both County Highways and are subject to approval by Milwaukee County. It is recommended that a Traffic Impact Analysis be completed and submitted at the time detailed site plans are provided for review. According to the applicant, a traffic study is already underway.

There are no public streets within the development. All buildings, uses, and parking lots are served internally with private drives.

*c The proposed development shall not impose any undue burden on public services and facilities, such as fire and police protection*

See note below from the Fire Department.

NOTE: The Fire Department is NOT adequately staffed to absorb the impact on emergency and non-emergency call volume associated with an additional 1,030 residences, associated commercial and vehicular traffic, and required fire inspection work-load, in addition to the ongoing high-density single family development in the southwest quadrant and multifamily development along the south 27th Street corridor.

*d The streets and driveways on the site of the proposed development shall be adequate to serve the residents of the proposed development and shall meet the minimum standards of all applicable ordinances of the City*

Staff comment: from a general plan standpoint, it appears the internal network of drives is adequate for the proposed development. Access locations, driveways, and drive aisles widths and locations will be subject to further review upon submittal of Site Plan Applications

However, the applicant shall revise the location of parking lots to comply with the parking setbacks set forth in Section 2.J. of the attached draft Planned Development District Ordinance.

*e Water and sewer facilities shall be provided*

Staff comment: the applicant is proposing to serve the entire development with public sewer and water facilities. A preliminary utility plan has been provided (Sheet C300) and will be subject to review by the Engineering Department.

*f The application for a PDD Planned Development District shall be filed jointly by all of the owners of all of the lands to be included in the Planned Development District*

Staff comment: all three properties are owned by Initech, LLC and the applicant submitted property owner authorization.

UDO Section 15-9.0208.E.6. lists additional standards for Mixed-Use PDD Planned Development Districts. In the case of mixed-use PDD Planned Development Districts:

*a That the proposed mixture of uses produces a unified composite which is compatible within itself and which, as a total development entity, is compatible with the surrounding neighborhood and consistent with the standards and objectives of the comprehensive plan*

Staff comment: the proposed mix of commercial and residential uses is compatible with the surrounding area as the commercial uses are oriented closer to South 76<sup>th</sup> Street and only multi-family residential uses abut the adjacent single-family development to the east. However, staff recommends a 30-foot landscape buffer where the site abuts residential zoning districts, specifically R-6 as well as Planned Development Districts Nos 11 and 17, with the exception of areas with protected natural resources

Pursuant to the UDO Section 15-5.0108.B “Minimum Required Building Setbacks from Arterial Streets and Highways”, staff recommends a minimum building setback of 40 feet where the site abuts an arterial road, specifically South 76<sup>th</sup> Street and Rawson Avenue

*b That the various types of uses conform to the general requirements as hereinbefore set forth, applicable to projects of such use character*

Staff comment. the proposed project contains several site amenities, and the proposed commercial and residential uses are compatible with the nonresidential uses along S 76<sup>th</sup> Street and W. Rawson Avenue and the residential uses to the south and east.

*c That the total average intensity of development within the PDD Planned Development District will be compatible with the City of Franklin Comprehensive Master Plan, elements thereof, and the detailed planning district or neighborhood unit development plans prepared for the area*

Staff comment: again, as indicated throughout this report, the proposed development is consistent with Planning Area D and satisfies many of the goals and objectives of the comprehensive plan.

**Additional comments related to the rewrite of the Unified Development Ordinance (UDO):**

The City is currently preparing a comprehensive rewrite of the Unified Development Ordinance (UDO), staff has the following observations as it relates to the proposed development:

- Article 1, Section 15-1-06 states that “Nothing in this UDO shall require a change in the plans for any structure or use if a building permit or occupancy for such structure was lawfully issued prior to the effective date of this UDO”; and per Article 2 Section 15-2-02.D.4. “Properties zoned in the Legacy Planned Development District will continue to operate under their specific planned unit development”, therefore, the new UDO would not significantly impact this development.
- The table of the current UDO that imposes density and development standards for new PDDs as referenced in this staff report would not be part of the new UDO.

The comments above are for reference only since the new UDO hasn’t been adopted yet; and subject to changes because these comments are based on the draft version available as of writing of this staff report.

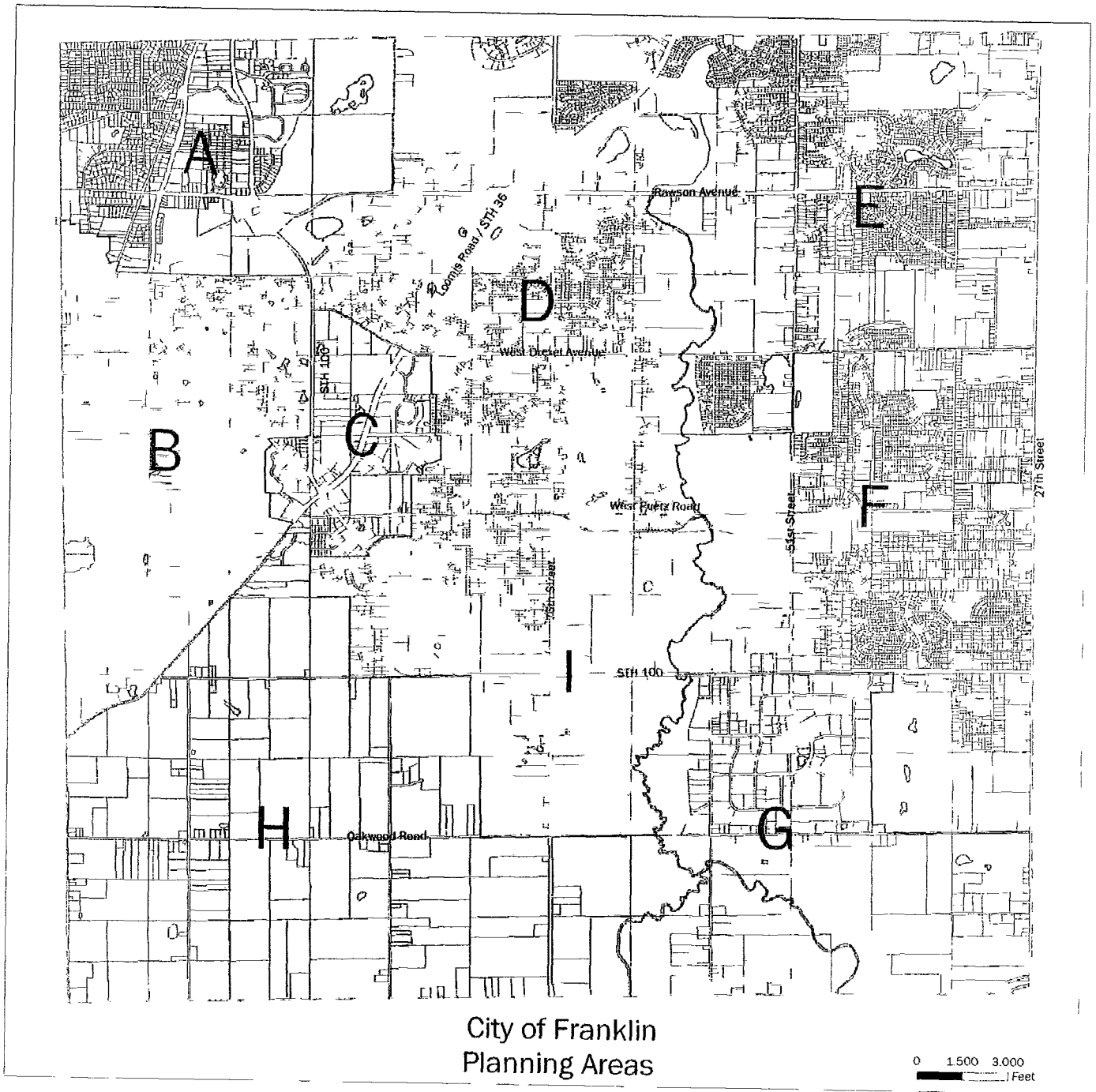
**RECOMMENDATION:**

Staff recommends a motion for “general approval” of a new Planned Development District and a Comprehensive Plan Amendment to change the Commercial land use designation to Mixed Use. Should the Plan Commission wish to recommend approval of these applications, draft ordinances and resolution with conditions of approval are attached to this packet (Section 2.K. Conditions of Approval).

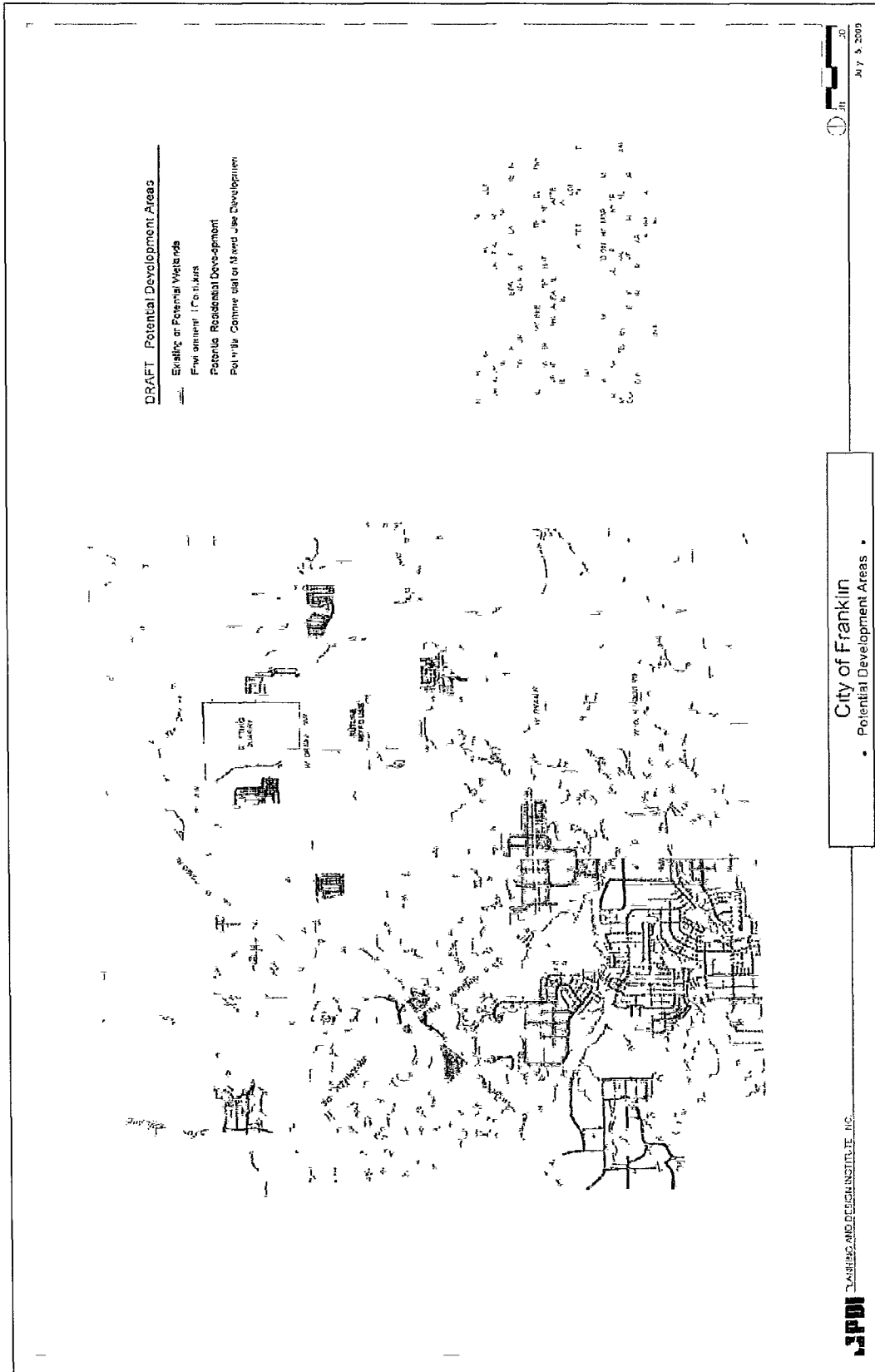
**Appendices list:**

1. Planning Areas map. 2025 Comprehensive Master Plan of the City of Franklin, Issues and Opportunities chapter, Map 2 2.
2. Potential Development Areas map. 2025 Comprehensive Master Plan of the City of Franklin, Land Use chapter, Map 5.6.

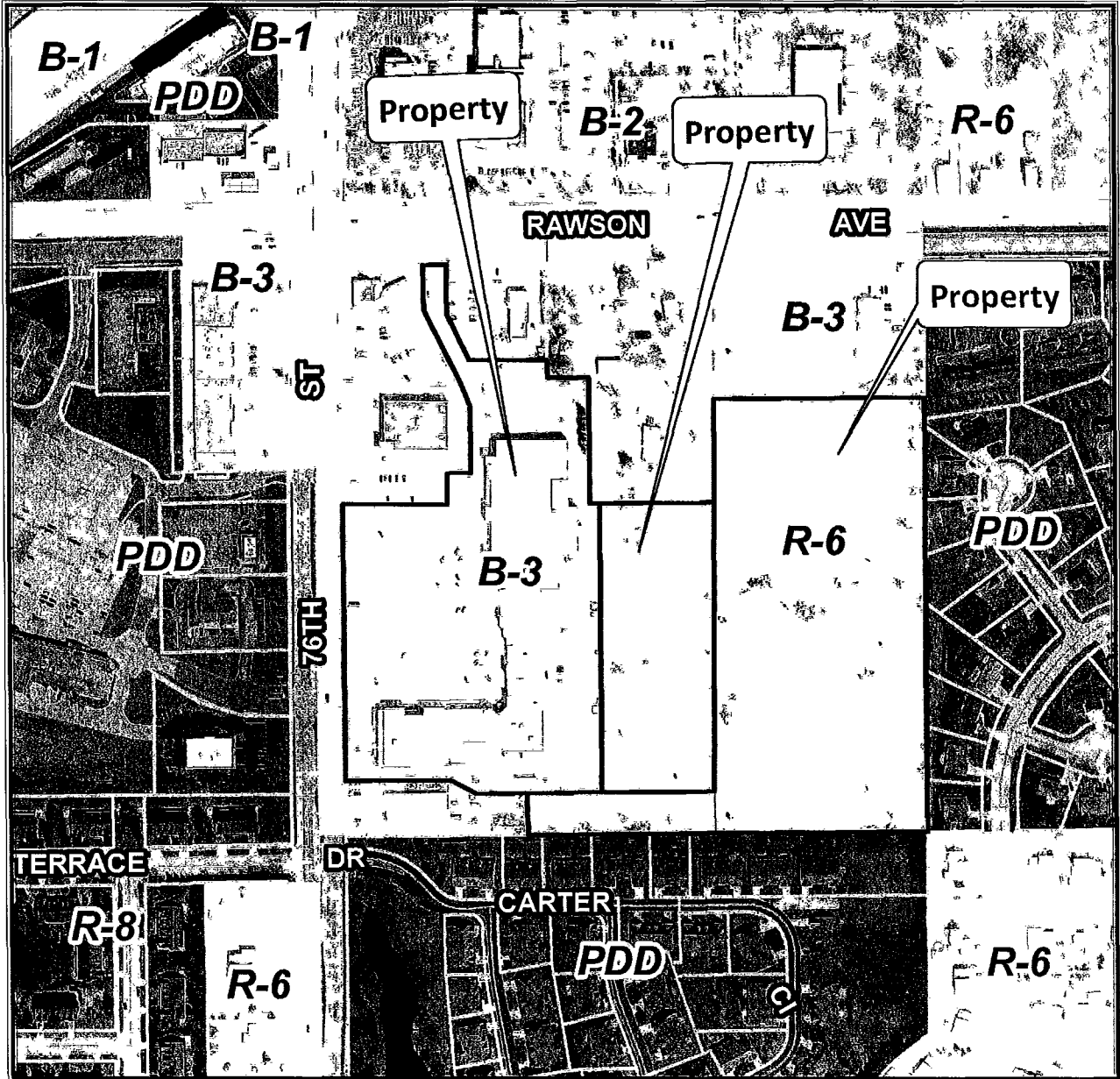
MAP 2.2: Planning Areas Map



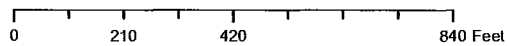
Map 5.6: Potential Development Areas



7154 S. 76th Street  
TKNs 756 9993 021, 756 9993 016 & 756 9993 012



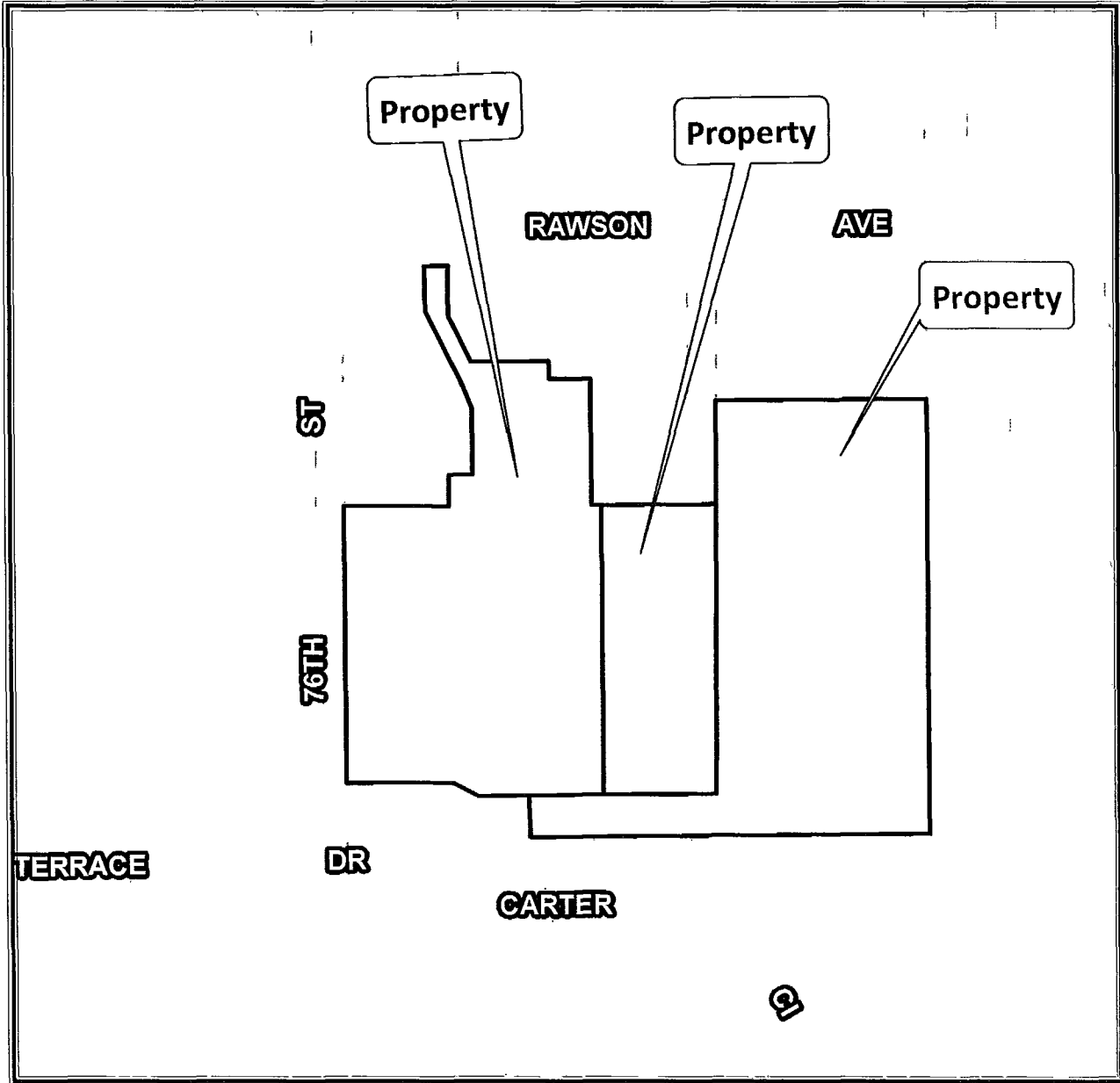
Planning Department  
(414) 425-4024



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.*

7154 S. 76th Street  
TKNs 756 9993 021, 756 9993 016 & 756 9993 012



Planning Department  
(414) 425-4024

0 210 420 840 Feet

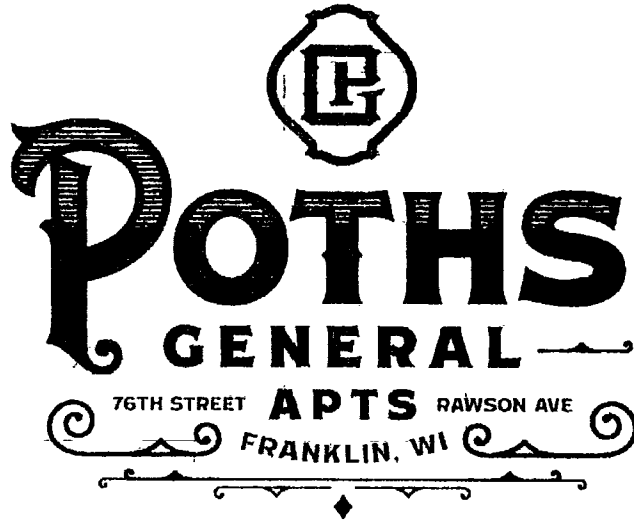


2021 Aerial Photo

*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.*



LAND  
*By*  
LABEL  
DEVELOPMENT CO



LAND  
*By*  
LABEL



continuum



SIGMA

A Planned Development District and Comprehensive Plan Amendment Application for a Mixed-use Master Planned Redevelopment

May 12, 2023

## **The Development Team**

### **Land By Label**

Land By Label is an integrated multifamily and mixed-use real estate company. We have over 50 years combined real estate experience, including development, finance, legal, construction oversight, asset management and disposition strategy. While our primary focus is southeastern Wisconsin, our team has significant experience developing multifamily assets across the country. Our cultivated network of brokers and consultants, including architects, engineers and property management experts, allows Land By Label to identify and execute the best development opportunities in our backyard and beyond.

Methodical risk management guides Land By Label's development process. Market and site identification is driven by empirical supply-demand factors, including detailed demographics and multifamily performance. Site conceptualization and design is a hands-on experience informed by market/site conditions and the best branding, architectural and engineering minds in the business. The site concept must accomplish two goals—satisfying the real time demand of our customers and creating a positive impact on the local community. Land By Label conducts outreach with elected officials and surrounding property owners as the best ideas are incorporated into our thinking. Our due diligence is exhaustive. We understand development risks ranging from geotechnical and environmental conditions to title and survey challenges. Our Managing Principal's legal experience combined with outside development counsel ensures all the issues are identified, considered and solved.

Poets General will be led by Ian Martin, Founder and Managing Principal of Land by Label and Brian Strandt, Vice President of Construction and Emily Cialdini, Vice President of Development.

### **ROC Ventures**

ROC Ventures manages a collection of brands in the sports, entertainment, and real estate sectors. These include the Milwaukee Wave, the Milwaukee Milkmen, The Rock Sports Complex, a collegiate baseball franchises located in Indiana, the Ballpark Commons development, and more.

ROC stands for "Return on Community," a goal which informs each and every endeavor undertaken by the organization. ROC Ventures is led by Michael Zimmerman, Owner and Executive Officer. Since 2004, Zimmerman has owned and operated 30 businesses in the healthcare, sports and entertainment industries. The healthcare companies are now working collectively with over 80 percent of our nation's hospitals

## The Design Team

### **Continuum Architects & Planners**

Established in 1996, Continuum Architects + Planners was born out of a desire to provide high design without compromising meticulous attention to detail. We are made up of a tight-knit, creative, and highly technical team of design professionals. For us, architecture is an investment in the future, a belief in great things to come. Our design philosophy extends beyond the bounds of the physical building to include the users and the community impacted by the design. Continuum's approach to design is to carefully balance the pragmatic and the visionary, pairing meticulous project planning with inspired creativity. We call it intelligent optimism. We intentionally work with clients who want to enhance the built environment and on projects that uplift the communities in which they are located. We understand that how places and spaces are planned, programmed, designed and built presents an opportunity to inspire hope, and our process reflects that.



Falarrak Noutzad  
AIA, NCARB, LEED, ASID  
Principal In Charge



Vaisha' Wagh RA,  
LEED AP  
Principal Design Architect



Nicholas Allen  
AIA, LEED AP, BD&C  
Associate Architect

### Spotlight Projects

- The Watertown, Wauwatosa
- Paper Box Lofts, Milwaukee
- Welford Sanders Historic Lofts, Milwaukee
- Historic Mackie Building, Milwaukee
- Port Washington Townhomes, Port Washington

### The Sigma Group

The Sigma Group, Inc. (Sigma) is a full-service consulting and civil engineering firm. Our Milwaukee-based staff includes registered professional engineers in civil, environmental, and chemical disciplines; registered land surveyors; construction inspectors; certified asbestos supervisors / inspectors; certified lead inspectors / risk assessors; Certified Hazardous Materials Managers, professional geologists and hydrogeologists, as well as additional engineering technicians, scientists and compliance specialists.



Chris Carr PE  
Vice President/Co Chief  
Operating Officer/Civil  
Engineering Group Leader



Jane Leedom PE LEED AP Senior  
Project Engineer

### Spotlight Projects

- The Seasons, Franklin
- The Reef, Wauwatosa
- State Street Station, Wauwatosa
- Stitchweld, Milwaukee
- 22 Slate, Madison

**Development Considerations**

**Project Vision**

The historic Poths General Store served Franklin families for 40 years as the neighborhood emporium at the redevelopment site. Tailored brick by brick to create newfound urban energy and vintage-inspired local charm, the refined Poths General presents an original, bustling boutique scene to connect the community at this iconic corner in the City of Franklin.

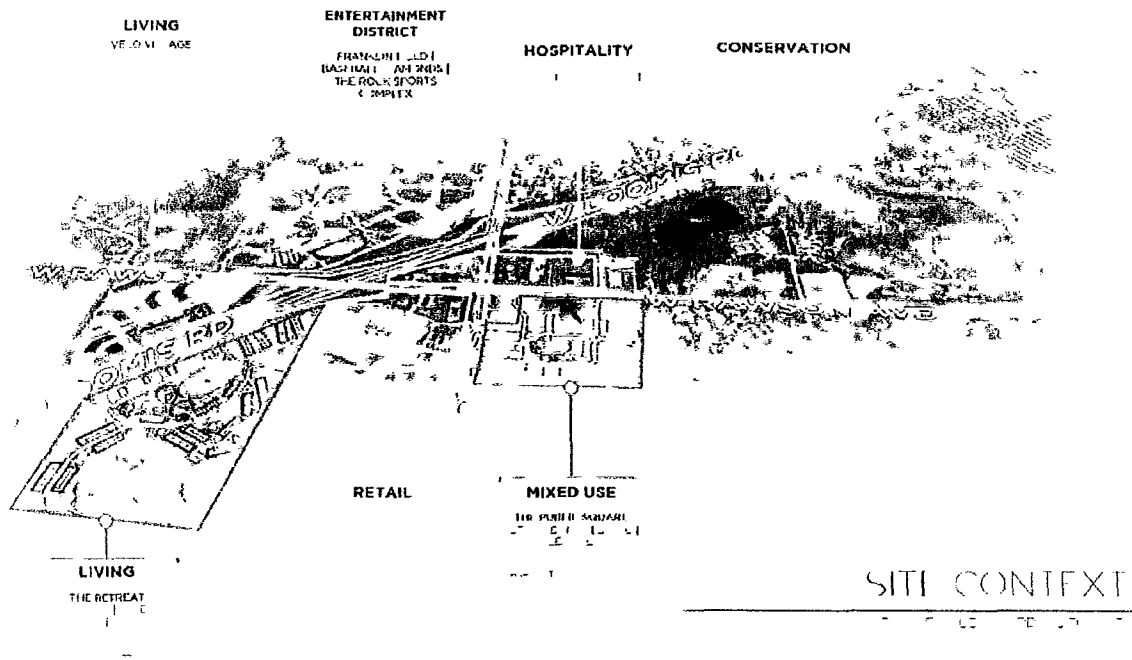
A collection of retailers, restaurants, residences, amenities, and rotating activations designed to endure and evolve. A modern heirloom destination, the reimaged Poths General gathering place offers a wholly unique visitor and resident experience with balanced style and substance.



Poths General represents a rare opportunity for the City of Franklin to elevate this prominent corner of the City by converting an underutilized, dated strip mall into thriving public town center that includes a mix of housing, commercial and green space. A comprehensive redevelopment allows the City to preserve and enhance the City’s existing investment in Ballpark Commons. The site lies among existing commercial and higher density residential housing representing an ideal location for the mix of proposed commercial, hospitality and multifamily residential

The redevelopment effort generates significant and long-term economic impact, an estimated \$182 million dollars over the next 10 years. The economic impact of the construction activities

alone generates roughly \$188 million of output and labor income and creates over 1,000 jobs. Maybe most importantly, Poths General will deploy roughly \$2 million of disposable income in the area to existing businesses within the City annually. Additional information regarding the economic impact was prepared by Baker Tilly and can be found on page 15.



The site design with its public presence on 76<sup>th</sup> Street welcomes in the community. Elements of the town center and commercial storefronts are immediately visible from 76th Street while identity beacons, wayfinding signage and landscaped features will guide pedestrian and vehicular traffic safely and seamlessly into the site. The town center evolves into an exciting public realm, bound by active commercial and residential uses. We envision the town center to include a variety of public space weaving together green space and fully programmed areas. Incorporated within our proposal is representative precedent imagery and building massing to demonstrate the architectural character and scale and how the integrated uses create urban vitality. We understand that building architecture and landscaping will need to be refined as we advance through the approval process.

The housing component is a carefully considered real estate response to demographic changes that reflect on housing preferences and strong, demonstrated demand for luxury rental housing in the Franklin submarket. Included herein on page 16 are factors contributing to the immense need for apartments. The residential housing will include a wide variety of unit styles and mixes.

ranging from studio units to three bedrooms, intended to meet the needs of a wide cross section of the City's population. The development will appeal to those preferring the flexibility and maintenance-free lifestyle that rental housing offers to those aspiring to home ownership. New businesses will be supported by the existing Franklin community but also by the new population generated by the housing component of the redevelopment.

### **Program Statement**

Poeths General includes the assemblage of three parcels including the Orchard View Shopping Center and two vacant parcels just east of the shopping center. In total, the redevelopment site measures roughly 25 acres. We proposed to redevelop these sites into the following uses:

#### *Town Center*

While a vision for the town center is depicted on the attached concept plans, our goal is to incorporate ideas from staff, elected officials and residents. All proposed uses depicted on the site plan are intended to facilitate an open dialogue about the ultimate uses at the town center. Our plans show a variety of open and programmed public uses. We envision a mix of open green space available for a weekly farmers markets or winter holiday markets and programmed areas containing a large screen for community movie nights or a small amphitheater for a concert series. We show an ice-skating rink that creates a four-season destination in the winter and a splash pad for the summer. A food truck court includes adjacent enclosed kitchen and public restrooms to allow for a continually rotating mix and variety of food purveyors. Outdoor plazas adjacent to the commercial uses tether the public uses to the activated commercial space. Finally, a network of pedestrian walks links all of the uses on the site allowing visitors to fully explore and experience this urban lifestyle complex.

#### *Retail*

Poeths General includes roughly 15,000 square feet of commercial and retail space. We envision a mix of high-quality boutiques, restaurant, brewery and coffee shop vendors for the space.

#### *Enhancements to Harry's Ace Hardware*

Harry's Ace Hardware will remain in its current location, but will receive enhancements to the exterior architecture and landscaping. Harry's has been a staple to the City of Franklin and is a wonderful, complementary use to the new proposed redevelopment.

#### *Boutique Hotel*

A roughly 50-key, three-to-four-story boutique hotel will be developed by separate but related development partners.

#### *Luxury Apartments*

Up to 500 apartment units contained in a variety of three to five-story buildings each with a 40 to 90 units. The apartments will be served by roughly one-to-one enclosed parking. Due to unique site conditions, the enclosed parking may extend above grade, creating a half level of exposed

residential parking. In some locations along the public plaza, these above grade conditions create an opportunity for ‘walk up’ residential patios. They allow residents to engage with the plaza at a more intimate scale and create a unique lifestyle option. Special attention will be paid to activate the street level at the parking level. The exterior architecture for each building will be cohesive, but not identical and will include a similar mix of high-quality materials and glazing. Additional surface parking directly adjacent to each building will provide sufficient parking for residents and guests. The interior and exterior design and finish of Poths General will be one of the finest in the Franklin submarket. Units ranging from studios to three-bedrooms will feature top-of-the-line finishes – quartz countertops, stainless steel appliances, and hard surface plank flooring.

#### *Resident Amenities*

With a development of such scale, we have an opportunity to deliver exceptional resident amenities. A roughly 6,000 square foot clubhouse is positioned opposite the town center uses, creating a dynamic but permeable division of public and private zones. The clubhouse will include our leasing center and management offices along with an expansive clubroom with ample patio space, outdoor kitchen and private pool. A pastoral central common is designed to the east of the clubhouse as a residential ‘backyard’. It is separated from the high activity public plaza and provides access to resident dog parks, water features, recreational pavilions, and several thousand linear feet of walking trails.

#### *Pedestrian Connectivity*

Pedestrian connectivity within the site and the community at large is a critical component of Poths General’s success. To that end, we will ensure that a series of pedestrian walking trails connecting not only the uses within our proposed redevelopment, but also the neighborhood and street frontage is thoughtful and well considered. We will work directly with planning staff to ensure that Poths General expands upon the City’s network of walking trails and sidewalks.

#### *Natural Resource Protection*

Throughout the due diligence process, we have identified three wetlands on the site. Two of the wetlands in the middle of the site are filled with gravel and were determined to be artificial, emergent wetlands by the WDNR. The third wetland is located at the northeast corner of the site and is a native wetland. Our site planning currently contemplates building around and preserving the majority of the wetlands. Included herein is a draft Natural Resource Protection Plan.

#### *Parking*

While our vision was focused on creating an exciting redevelopment, we have not lost sight of practical considerations - like parking. The site plan includes roughly 300 surface stalls to serve the public and commercial uses. The residential uses include one-to-one enclosed parking spaces and roughly .75 space per unit in surface parking for supplementary residential and guest parking distributed throughout the site for convenience. The abundance of parking is designed to accommodate active programming of the public space thereby ensuring safety and convenience.



With over 1,000 overall parking stalls, there is more than sufficient parking to meet the needs generated by our development.

### **Collaborative Design Approach**

Poeths General’s plans reflect a highly considered design solution that incorporates good design principles and is responsive to preliminary feedback from neighbors, Staff and elected officials. Throughout the development process we are sure to encounter challenges and opportunities that will inform our design going forward. We have hosted a neighborhood meeting where we received valuable feedback. We will continue to solicit feedback from stakeholders. It is our experience that the best projects are those informed by a reasonable, constructive conversation with all stakeholders.

### **Development Ownership, Controls and Regulations**

Land By Label is the lead developer and will control, manage and execute the design, development and construction of the apartments, commercial space, town center and associated green space and infrastructure of Poeths General. ROC Ventures is a financial partner of the development and participates creatively in concept and design. They will also be lead in programming and hospitality. The hotel parcel may be developed, designed and managed by a third party, but will still be subject to multiple layers of Land By Label and City control, including design and operational guidelines.

Land By Label will record against the entire property a restrictive covenant agreement (the “Restrictive Covenant”) that provides cross-access easements among all the varied uses. The Restrictive Covenant will also give Land By Label control over the architecture, site planning and landscaping on the entire redevelopment including the hotel parcel. The City retains final approval rights of the hotel. The Restrictive Covenant will also impose on-going maintenance standards and requirements to ensure the overall site is kept in good condition and repair. It is likely that Land By Label, as manager of the apartments, will be responsible for maintaining general common areas, like stormwater management, and the commercial and hotel users will pay their share of such maintenance costs.

Land By Label and the City will encumber the entire site with a mutually agreeable development agreement in addition to the PDD ordinance to set the density permitted on the property, setback requirements, maximum building height and impose an on-going maintenance obligation to ensure the development remains in good condition and repair.

The town center is designed and programmed to be a public space that is highly visible, engaging and accessible. There are multiple options to ensure that this space remains public including deeding the land to the City or recording public access easements against the property. We may also desire to record some mutually agreeable limitations on use for the town center to preclude

unwanted activities. We will continue to advance discussions with City staff to ensure we reach an agreement and approach which the City is comfortable.

### Policy Considerations

Pothes General requires a rezoning to a Planned Development District and a Comprehensive Plan Amendment to allow for the program uses. The existing current zoning for Parcels A and B is B-3 is Community Business District and the existing zoning for Parcel C is R-6 (Suburban Single-Family Residence District). A new Planned Development District with Mixed Compatible Uses will allow our proposed redevelopment to “derive maximum benefit from coordinated area site planning, diversified location of structures, and mixed compatible uses that result in the provision of a safe and efficient system for pedestrian and vehicular traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and community facilities, and ensure adequate standards of construction and planning ”

(UDO Section 15-3.0401A.) Although a change in use, the redevelopment maintains consistency with the City’s overall policy considerations identified in the City of Franklin Unified Development Ordinance and the 2009 Comprehensive Plan.

The City of Franklin Comprehensive Plan identifies several guiding principles, goals and objectives to facilitate successful, balanced growth that enhances the quality of life for present and future generation, attracts knowledge workers and industry, provides a wide range of housing opportunities and creates access to recreation. The UDO specifies standards that represent the basis for approval for Planned Development Districts. In all cases, Pothes General is consistent with the stated goals of the Comprehensive Plan and the Planned Development District as summarized and demonstrated below.

### **Balanced Growth**

*Preserve the City’s community character while at the same time encouraging and directing growth and development Support sustainable growth Encourage a unified mix of uses that is compatible with the surrounding neighborhood Ensure population impact has no adverse effect on schools and municipal services*

Pothes General includes a balanced mix of high-quality public, commercial and residential spaces that preserves ecological features and integrates public green space surrounding a town center. Pothes General generates significant economic development while at the same time preserving and enhancing ecological features The number of school aged children residing in suburban communities is low and will likely have a negligible impact on schools Furthermore, Pothes General will generate significant impact fees sufficient to cover an increase in municipal services.

### **High Quality and High Value Development**

*Deliver high-quality development, regardless of use High value development decreases the tax burden Encourage compatible mixed-use development within commercial corridors Strive toward excellence in creating attractive residential developments*

It is Land By Label’s core belief that high quality development begins with identifying the highest and best use each site, retaining the top consultants in the industry and a focus on thoughtful site planning. The best redevelopments are also those that incorporate reasonable, constructive feedback of project stakeholders including City Staff, elected officials, neighbors and nearby businesses. Detailed attention will be paid to ensure the quality of work permeates through our building architecture and exterior and interior finishes, floor plans and resident and public amenities.

### **Economic Development**

*Promote Franklin as a high-quality community that supports residents and business, creates jobs for a growing population and expands and diversifies the City’s tax base Create a range of employment opportunities*

Poets General with a mix of residential and commercial uses generates significant economic impact to the City of Franklin and, more generally, the region. An independent, third-party economic impact assessment prepared by Baker Tilly quantified the impact in terms of jobs and economic output. The report is included herein on page 15 Highlights from the report indicate the Construction Impact generates \$188.6M of economic output and labor income while at the same time creating 1,006 total jobs. The Operation Impact is roughly \$16.3 of annual economic output and labor income with 65.1 annual jobs. The economic output over the next 10 years is estimated a \$182.6M and deploys approximately \$2.0M in disposable income into local retailers and businesses

Furthermore, the contemplated development represents a massive expansion of the City’s tax base. Over \$150 million of new tax base will yield significant annual tax income to the City upon closure of the TID.

Finally, the proposed redevelopment will generate an estimated \$3 million in impact fee revenue for the City of Franklin, including \$2.4 million allocated to just the luxury apartments. Impact fees will help the City pay for parks, police and fire protection, libraries and other municipal services

## **Housing Principles**

*Provide a wide range of housing opportunities that support working professionals, seniors, and families Allow for a variety of residential types and densities wherever possible and appropriate*

Poeths General delivers an alternative to the for-sale single-family and multi-family options that currently exist. A range of unit styles at varying rental rates will be available including studio, one-bedroom, two-bedroom and three-bedroom unit styles The variety of housing styles appeals to a wide range of demographics ranging from Generation Z to Millennials and Empty Nesters. The adjacent public and commercial uses create an unmatched housing option with the City of Franklin. Additionally, Land By Label's proposed Vitalogy development offers yet another housing type and style in a preserve-like setting for those who may desire a more passive, rural location.

## **Transportation**

*Create and maintain a safe and efficient transportation and create opportunities for walking and bicycling*

Ample walking and bike trails are found throughout our development, connecting the residential, public and natural environment. We will continue to work with planning staff to ensure the connectivity of our development with adjacent uses and the larger redevelopment hubs within the City of Franklin. Access to the development is served from the existing access point on 76th Street, just north of Harry's Ace Hardware and from a new access point through a dedicated public right-of-way through a third-party parcel just north of the site. A traffic study is currently underway that will evaluate the existing traffic patterns, future traffic generated by our development and the traffic impact and improvements required to create safe and efficient traffic patterns. We will continue to work with staff to ensure that our development will not negatively impact any nearby traffic conditions and that we create safe access and thoroughfares

## **Community Facilities**

*Provide access to parks, open space and a wide range of recreational programs and facilities that promote an active and healthy lifestyle Make Franklin a community of modern conveniences Create a city-wide trail system for pedestrians and cyclists Identify opportunities for new neighborhood parks and city parks Create links for natural areas when developing park areas*

The key component of Poeths General is the inclusion of public amenities that effectively create a town center. As detailed in the 'Program Statement', the town center includes a variety of open and programmed public uses We envision large open green space available for a weekly farmers markets or winter holiday markets along with more programmed areas containing a large screen

for community movie nights or a small amphitheater for a concert series. An ice-skating rink creates a four-season destination, and a food truck court includes adjacent enclosed kitchen and public restrooms to allow for a continually rotating mix of food purveyors. Finally, a variety of outdoor plazas adjacent to the commercial uses tether the public uses to the activated commercial space. The town center lends a public presence and is highly visible from the City's main north/south corridor, 76th Street. The intentional site design welcomes the community in from 76th Street and the public amenities unfold as you enter the site.

### **Sustainability and Environmental Resources**

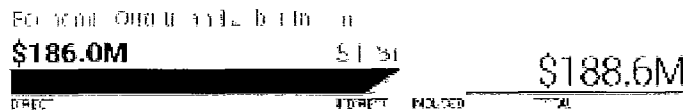
*Enhance natural resource features to maintain the natural beauty of the City and balance these with the development rights of planned zoning. Include public open space within and adjacent to mixed-use development. Require guarantee for Preservation of Open Space.*

A main priority for this development was to preserve and incorporate green space into the overall site planning. The building and roadway placement mitigates impact to three wetlands found on the site. Two of the wetlands are filled with gravel and were determined to be artificial, emergent wetlands by the WNDP. The third wetland located at the northeast corner of the site is a native wetland and will be protected and enhanced. Despite the two wetlands being artificial, our site planning contemplates not only working around them, but protecting them and incorporating them into the site design and connecting them to walking trails and the town center. There are a variety of ways to guarantee the preservation of open space and the public accessibility throughout our site and we are open to working with City to appropriately record public access and preservation.

**ECONOMIC IMPACT ANALYSIS**

The redevelopment concept is designed to create a high-energy, thriving town center adjacent to commercial and residential uses. The concept includes approximately 520 apartment units contained in 4-story buildings with roughly 15,000 square feet of commercial space adjacent to public amenities arranged to create a City of Franklin "town center". The town center will include an open green space available for farmers markets or programmed with a large outdoor screen or small amphitheater for community movie nights and concert series, an ice-skating rink to create four seasons destination, a permanent food truck court and outdoor plazas adjacent to the first-floor commercial uses. The commercial spaces are ideally positioned for a uses like a brewery, restaurant and coffee or ice cream shop. Necessity uses like public restrooms and 300 parking stalls have also been identified. The residential apartment buildings will include studio through three-bedroom units and roughly one-to-one underground parking.

**Construction Impact**



**Construction Supply Chain**

Based on industry data for the local area, an estimated 56% of the goods and services that construction of the facility will require can be provided within the region.



**Operational Impacts**



**\$182.6M** ECONOMIC OUTPUT OVER THE NEXT 10 YEARS

**Operational Supply Chain**

Based on industry data for the local area, an estimated 67% of the goods and services that the facility will require to operate can be provided within the region.

**Local Expenditures**

Based on industry patterns in the local area, it is estimated that use of the town center will result in the expenditure of approximately \$2.0 million in disposable income.

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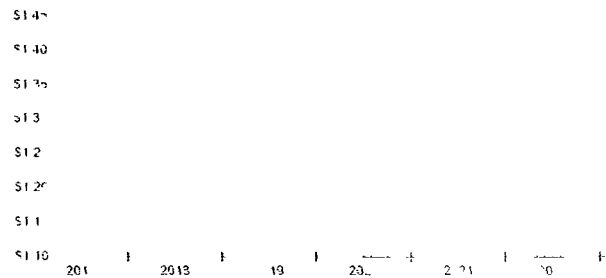


**THE NEED FOR APARTMENTS**

1. Homeownership rates are at 40-year historic lows.
2. Millennials are delaying household formation and homeownership.
3. Millennials burdened with student debt that has limited their saving for a down payment.
4. The average sales price for homes continues to rise.
5. Interest rates on home mortgages continue to rise.
6. Largest growing renter demographic over the last ten years has been the baby boomer cohort.
7. Generation Z is demonstrating a strong propensity to rent.
8. Life cycle housing creates healthy, viable communities. Apartments offer a housing solution that allows younger families looking to buy in the community the opportunity to rent. Apartments offer empty nesters the opportunity to remain in the communities they are rooted, but with added flexibility and no maintenance.
9. Franklin submarket apartment fundamentals are strong – 97%+ occupancy and continued strong rent growth. (See graph below)
10. Marginal demand analysis of income qualified renter growth vs. units in pipeline demonstrates a surplus demand of 200 units. (See tables below)
11. Velo Village’s record setting lease-up at 30 units per month demonstrates strong demand of immediate area.

Income Eligible Renter Population Primary Market Area (10-Mile of Franklin City Center)		
Year	2022	2027
Total Population	518,612	512,083
Households Total	214,301	212,468
Renter-Occupied Households	82,401	79,375
<b>Income Brackets</b>	<b>Total Households</b>	<b>Total Households</b>
\$50,000 - \$74,999	40,002	36,577
\$75,000 - \$99,999	30,817	29,873
\$100,000 - \$149,999	41,423	50,243
\$150,000 - \$199,999	15,862	22,756
\$200,000+	10,842	13,293
	<b>Total Households</b>	<b>Total Households</b>
<b>Total # of Income Eligible Households</b>	<b>138,946</b>	<b>152,742</b>
<b>% Renter Occupied</b>	<b>38.45%</b>	<b>37.36%</b>
<b># Income Eligible Renter-Occupied Households</b>	<b>53,426</b>	<b>57,062</b>

DAILY ASKING RENT PER SF



Marginal Demand Analysis		
a	Income Qualified Renter Households 2022	53,426
b	Income Qualified Renter Households 2027	57,062
c	<b>Increase In Income Qualified Renter Households</b>	<b>3,636</b>
d	# Units in Pipeline	2,575
e	Subject Units	1,003
f	Total New Supply (d+e)	3,578
g	<b>New Units at Balanced Market (96%)</b>	<b>3,435</b>
h	<b>Net Excess Demand (c-g)</b>	<b>201</b>





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



APPLICATION DATE: 5/3/2023

FRANKLIN CITY

MAY 03 2023

City Development

## COMMON COUNCIL REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME Poths General		NAME Ian Martin	
COMPANY Land By Label		COMPANY Land By Label	
MAILING ADDRESS 7044 South Ballpark Drive		MAILING ADDRESS 7044 South Ballpark Drive	
CITY/STATE Franklin, WI ZIP 53132		CITY/STATE Franklin, WI ZIP 53132	
PHONE 414-285-3401		PHONE 414-285-3401	
EMAIL ADDRESS <a href="mailto:ian.m@landbylabel.com">ian.m@landbylabel.com</a>		EMAIL ADDRESS <a href="mailto:ian.m@landbylabel.com">ian.m@landbylabel.com</a>	

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS 7154 South 76th Street & Adjacent Parcels	TAX KEY NUMBER 756-9993-021, 756-9993-016, 756-9993-
PROPERTY OWNER Intech LLC	PHONE 414-224-9283
MAILING ADDRESS 7044 South Ballpark Drive	EMAIL ADDRESS <a href="mailto:tomj@rocventures.com">tomj@rocventures.com</a>
CITY/STATE Franklin, WI 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 	APPLICANT SIGNATURE 
NAME & TITLE: Michael Zimmerman, CEO      DATE: 5/3/23	NAME & TITLE: Ian Martin, Managing Principal      DATE: 5/3/23
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE	NAME & TITLE
DATE	DATE

May 3, 2023

Mr Regulo Martinez-Montliva  
Principal Planner  
City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

Re Poths General PDD & Comprehensive Master Plan Amendment Resubmittal

Dear Regulo,

We are pleased to resubmit applications for Planned Development District and Comprehensive Master Plan Amendment related to the Poths General development. In particular, you will find under cover of this letter the following documents

- 1 City Council Review Application for PDD and Comprehensive Master Plan Amendment,
- 2 Twelve (12) copies of the updated site plan;
- 3 Twelve (12) copies of updated renderings,
- 4 Twelve (12) copies of a comprehensive master plan amendment exhibit delineating the proposed commercial area, residential area and natural resource conservation area;
- 5 Twelve (12) copies of the site intensity worksheets; and
- 6 Twelve (12) copies of the response to staff comments

In addition to and simultaneously with the foregoing hard copies, we are providing an electronic copy of the foregoing information via dropbox com link. If you have any problems downloading the information please let me know and we will arrange for an alternative method of delivery.

By way of background, the original proposal for this project was submitted on November 7, 2022 and we received comments from the City Staff on March 31, 2023. We also conducted a "large format" neighborhood meeting at the Franklin Public Library on March 2, 2023. Additionally, we have held numerous discussions with individuals regarding the project. We agreed to provide some fencing and opaque landscaping along the southern property line and those revisions will be reflected in the landscape plan sheets as part of the detailed site plan submittal.

At your earliest convenience, please let me know when the foregoing applications will be heard by the Plan Commission and Common Council.

Sincerely,



Ian B. Martin  
Managing Principal  
Land By Label



May 1, 2023

Mr Regulo Martinez-Montliva  
Principal Planner  
City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

Re Poths General - Land By Label Response to Staff Comments (3/31/2023)

Dear Regulo,

Thank you for reviewing and responding to our application for PDD and Comprehensive Master Plan Amendment for our Poths General project. The following along with the referenced materials represent Land By Label's response to Staff Comments received March 31, 2023. Please note, the numbering convention herein corresponds to the numbering convention of the Staff Comments.

1. Included in the resubmittal are site intensity worksheets for the nonresidential and residential components of Poths General prepared in accordance with Table 15-3 0502. The nonresidential development complies with applicable requirements, including LSR. The residential site intensity contemplates a Maximum Net Density of 45 and Maximum Gross Density of 30. While the residential densities may exceed the 8 units per acre set forth in the UDO, we believe the densities are consistent with the spirit of the comprehensive master plan, reflect best site planning practices and create a thoughtful urban environment consistent with the overall theme of the redevelopment. It should be noted, however, that the final residential density and commercial square footage will likely be less than those proposed in the resubmittal. We are compelled to request higher densities given uncertainties related to site design and market demand.
2. Included in the resubmittal is a Comprehensive Master Plan Amendment Exhibit which illustrates property boundaries and indicates the future land use designations.
3. We intend to reconfigure the properties through the certified survey map process. The CSM will be submitted in advance of or concurrently with the final site plan review.
4. Ok. We will submit a natural resource special exception application. It will be submitted with the final site plan.
5. Understood.
6. Understood.
7. Understood.
8. Understood.



9 Understood

10 Understood Prior to submittal of final site plan we propose to hold issue-specific meetings to better understand licensing and other applicable regulations for each use, including splash pad and food truck plaza

Sincerely,



Ian B Martin  
Managing Principal  
Land By Label



Pothes General Nonresidential Area

**Table 15-3.0502**  
**WORKSHEET FOR THE CALCULATION OF BASE SITE AREA**  
**FOR ~~BOTH RESIDENTIAL AND NONRESIDENTIAL~~ DEVELOPMENT**

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	24.515 Acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area	0 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space	0 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (17.107 acres ) the land proposed for nonresidential uses, or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses	17.107 acres
STEP 5:	Equals "Base Site Area"	= 7.408 acres (nonresidential)

17.107 acres residential

Resource Protection Areas within Nonresidential  
Area

**Table 15-3.0503**  
**WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND**

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4 0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non Residential District		
Steep Slopes 10-19%	0 00	0 60	0 40	X <u>  0  </u> =	0
	0 65	0 75	0 70	X <u>  0  </u> =	
	0 90	0 85	0 80	X <u>  0  </u> =	
Woodlands & Forests					
	Mature	0 70	0 70	0 70	X <u>  0  </u> = 0
Young	0 50	0 50	0 50	X <u>  0  </u> = 0	0
Lakes & Ponds	1	1	1	X <u>  0  </u> =	0
Streams	1	1	1	X <u>  0  </u> =	0
Shore Buffer	1	1	1	X <u>  0  </u> =	0
Floodplains/Floodlands	1	1	1	X <u>  0  </u> =	0
Wetland Buffers	1	1	1	X <u>  0  </u> =	0
Wetland Setback	--	--	--	X <u>  0  </u> =	0
Wetlands & Shoreland Wetlands	1	1	1	X <u>  0  </u> =	0
<b>TOTAL RESOURCE PROTECTION LAND</b> (Total of Acres of Land in Resource Feature to be Protected)					<b>0</b>

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

**Table 15-3.0505**

**WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND  
CAPACITY FOR NONRESIDENTIAL DEVELOPMENT**

<p><b>STEP 1</b></p>	<p><b>CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE.</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15 3 0502)    <u>  7 408  </u></p> <p>Multiple by Minimum <i>Landscape Surface Ratio (LSR)</i> (see specific zoning district LSR standard)    X    <u>  0 45  </u></p> <p>Equals <b>MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE</b>    =</p>	<p align="right">3.334    acres</p>
<p><b>STEP 2</b></p>	<p><b>CALCULATE NET BUILDABLE SITE AREA</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15 3 0502)    <u>  7 408  </u></p> <p>Subtract <i>Total Resource Protection Land</i> from Table 15-3 0503) or <i>Minimum Required Landscape Surface</i> (from Step 1 above), whichever is greater       <u>  3 334  </u></p> <p>Equals <b>NET BUILDABLE SITE AREA</b>    =</p>	<p align="right">4.074    acres</p>
<p><b>STEP 3</b></p>	<p><b>CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE</b></p> <p>Take <i>Net Buildable Site Area</i> (from Step 2 above)    <u>  4 074  </u></p> <p>Multiple by Maximum <i>Net Floor Area Ratio (NFAR)</i> (see specific nonresidential zoning district NFAR standard) X <u>  0 57  </u></p> <p>Equals <b>MAXIMUM NET FLOOR AREA YIELD OF SITE</b>    =</p>	<p align="right">2 322 acres</p>
<p><b>STEP 4</b></p>	<p><b>CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE</b></p> <p>Take <i>Base Site Area</i> (from Step 5 of Table 15 3 0502)    <u>  7 408  </u></p> <p>Multiple by Maximum <i>Gross Floor Area Ratio (GFAR)</i> (see specific nonresidential zoning district GFAR standard) X <u>  0 31  </u></p> <p>Equals <b>MAXIMUM GROSS FLOOR AREA YIELD OF SITE</b>    =</p>	<p align="right">2 296 acres</p>
<p><b>STEP 5</b></p>	<p><b>DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE</b></p> <p>Take the <i>lowest</i> of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above)</p> <p>(Multiple results by 43,560 for maximum floor area in square feet)</p>	<p align="right">2 296 acres 100,034 SF</p>

Pothes General - Residential

**Table 15-3.0502**  
**WORKSHEET FOR THE CALCULATION OF BASE SITE AREA**  
**FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT**

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	24.515 Acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area	0 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space	0 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract ( 7.408 acres ) the land proposed for nonresidential uses, or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract ( - ) the land proposed for residential uses	7.408 acres
STEP 5:	Equals "Base Site Area"	= 17.107 acres (residential)

7.408 acres nonresidential



## Resource Protection Areas within Residential Areas

**Table 15-3.0503  
WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND**

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4 0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes					
10-19%	0 00	0 60	0 40	X <u>  0  </u> =	0
20-30%	0 65	0 75	0 70	X <u>  0  </u> =	
+ 30%	0 90	0 85	0 80	X <u>  0  </u> =	
					<u>  0  </u>
Woodlands & Forests					
Mature	0 70	0 70	0 70	X <u>  0  </u> =	0
Young	0 50	0 50	0 50	X <u> 2.31 </u> =	1.155
Lakes & Ponds	1	1	1	X <u>  0  </u> =	0
Streams	1	1	1	X <u>  0  </u> =	0
Shore Buffer	1	1	1	X <u>  0  </u> =	0
Floodplains/Floodlands	1	1	1	X <u>  0  </u> =	0
Wetland Buffers	1	1	1	X <u> 0.56 </u> =	0.56
Wetland Setback	--	--	--	X <u> 0.35 </u> =	0
Wetlands & Shoreland Wetlands	1	1	1	X <u> 0.66 </u> =	0.66
<b>TOTAL RESOURCE PROTECTION LAND</b> (Total of Acres of Land in Resource Feature to be Protected)					<b>2.375</b>

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

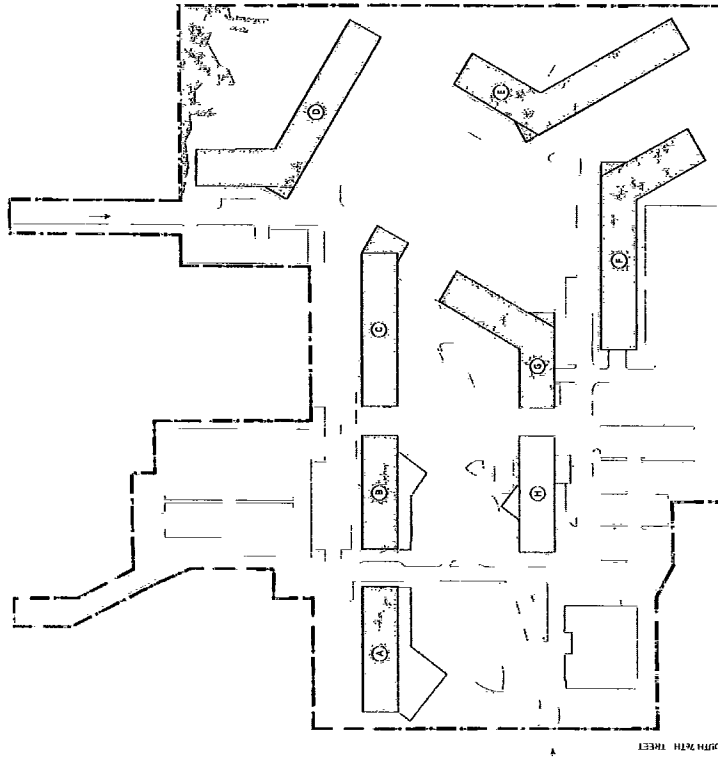
Table 15-3.0504

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

<p><b>STEP 1:</b></p>	<p><b>CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>17 107</u></p> <p>Multiple by Minimum <i>Open Space Ratio (OSR)</i> (see specific residential zoning district OSR standard) X <u>0.35</u></p> <p>Equals <b>MINIMUM REQUIRED ON-SITE OPEN SPACE</b> =</p>	<p align="right">5.987 acres</p>
<p><b>STEP 2:</b></p>	<p><b>CALCULATE NET BUILDABLE SITE AREA</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15 3 0502) <u>17 107</u></p> <p>Subtract <i>Total Resource Protection Land</i> from Table 15-3 0503) or <i>Minimum Required On-Site Open Space</i> (from Step 1 above), whichever is greater <u>5.987</u></p> <p>Equals <b>NET BUILDABLE SITE AREA</b> =</p>	<p align="right">11.12 acres</p>
<p><b>STEP 3:</b></p>	<p><b>CALCULATE MAXIMUM NET DENSITY YIELD OF SITE</b></p> <p>Take <i>Net Buildable Site Area</i> (from Step 2 above) <u>11.12</u></p> <p>Multiple by Maximum <i>Net Density (ND)</i> (see specific residential zoning district ND standard) X <u>45</u></p> <p>Equals <b>MAXIMUM NET DENSITY YIELD OF SITE</b> =</p>	<p align="right">500.4 D U s</p>
<p><b>STEP 4:</b></p>	<p><b>CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE</b></p> <p>Take <i>Base Site Area</i> (from Step 5 of Table 15 3 0502) <u>17.107</u></p> <p>Multiple by Maximum <i>Gross Density (GD)</i> (see specific residential zoning district GD standard) X <u>30</u></p> <p>Equals <b>MAXIMUM GROSS DENSITY YIELD OF SITE</b> =</p>	<p align="right">513.21 D U s</p>
<p><b>STEP 5:</b></p>	<p><b>DETERMINE MAXIMUM PERMITTED D U s OF SITE.</b></p> <p>Take the <i>lowest</i> of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above)</p>	<p align="right">500 D U s</p>

# SITE INTENSITY CALCULATION SITE PLAN

ESTIMATED



	COMMERCIAL
	NATURAL RESOURCE PROTECTION AREA
	RESIDENTIAL

**Areas identified for the purposes of visually illustrating the site intensity calculations.**



NORTH

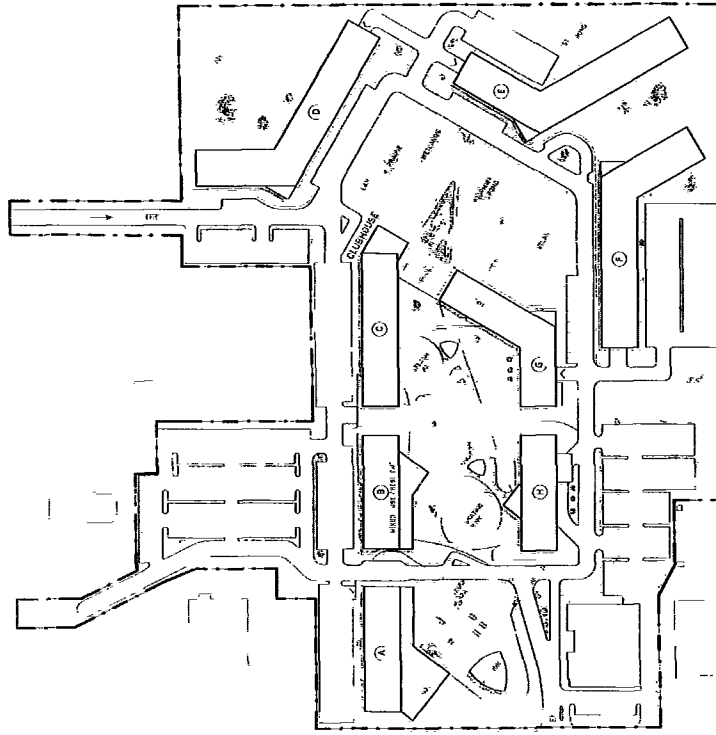
SCALE = 1/100

BUILDING	UNIT COUNT	PARKING	
		ENCLOSED 1,111	SURFACE ( 1721 )
A 3+1 STORY	40	40	30
B 4+1 STORY	46	46	35
C 4+1 STORY	64	64	48
D 3+1 STORY	80	80	60
E 3+1 STORY	80	80	60
F 3+1 STORY	80	80	60
G 3+1 STORY	40	40	30
TOTALS	450 UNITS	450 STALLS	323 STALLS
H HOTEL PUBLIC	50 ROOMS	-	50 STALLS
			300 STALLS

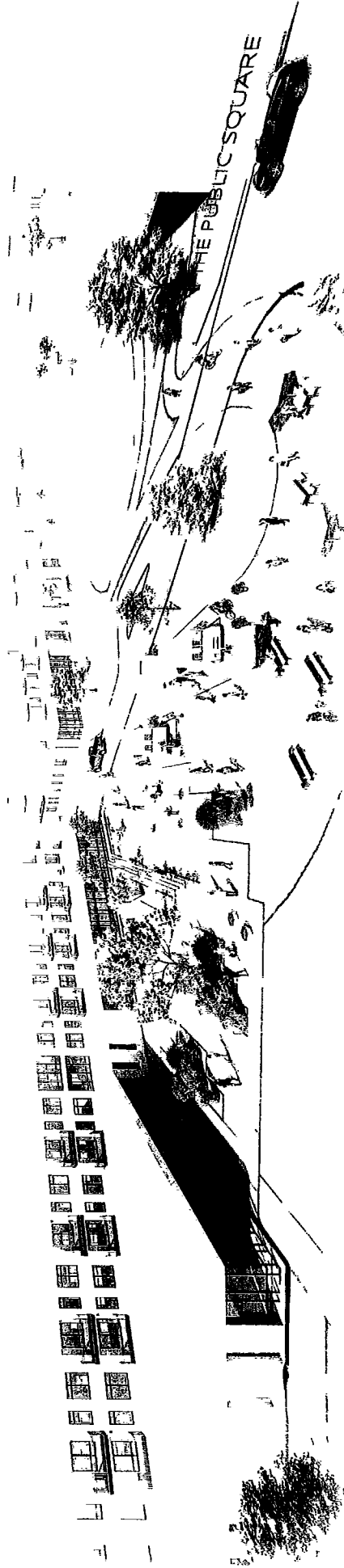
VIEW: RAISONNABLE USE

7E RAMSEY AVENUE

SOUTH 78TH STREET



NORTH  
SCALE = 1" = 100'

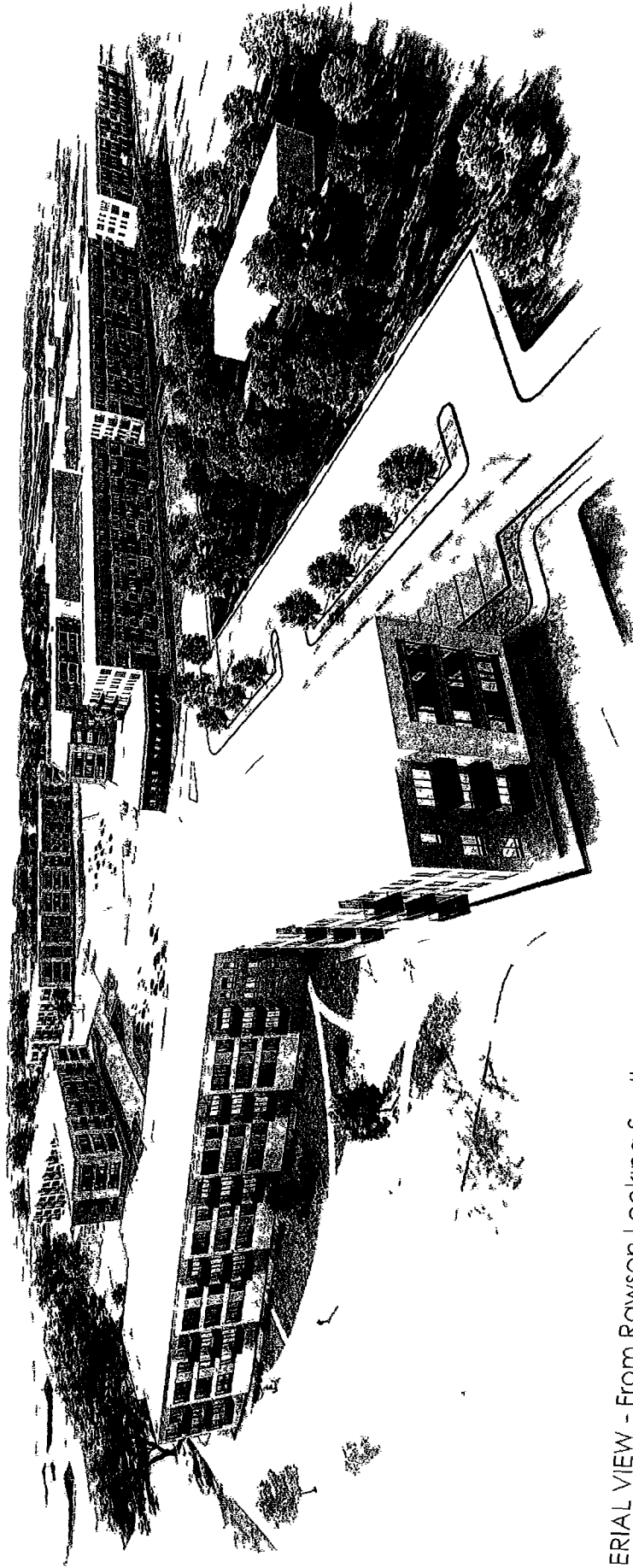


AERIAL VIEW - Central Plaza from 76th Street Looking Northeast

LAND  
By  
LABEL

contin m SIGMA

LAND BY LABEL + ROC VENTURES  
CONTINUUM ARCHITECTS + PLANNERS  
THE SIGMA GROUP



AERIAL VIEW - From Rawson Looking South

LAND  
by  
LABEL  
DEVELOPMENT



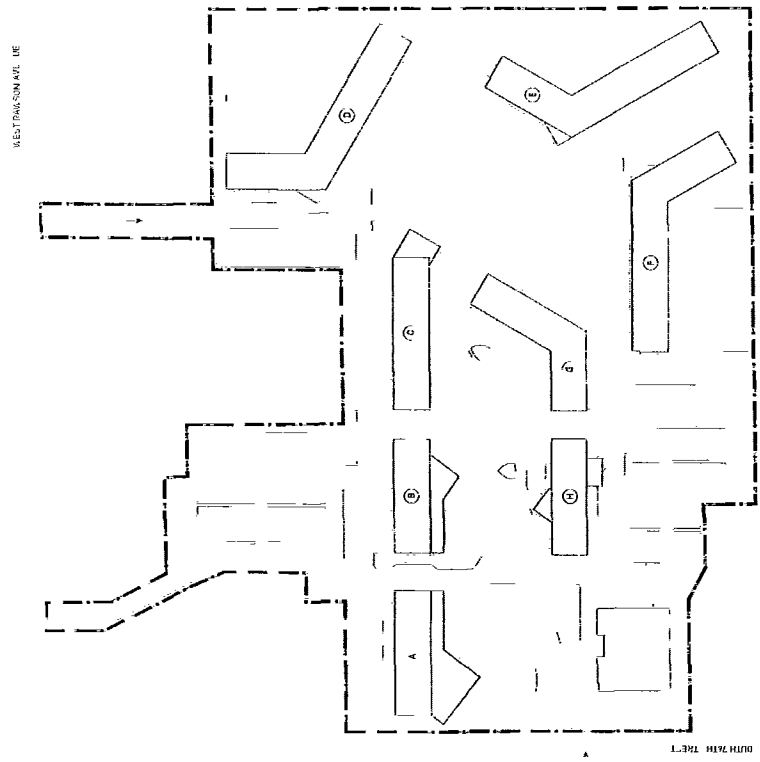
contin m SIGMA



INC.

LAND BY LABEL + ROC VENTURES  
CONTINUUM ARCHITECTS + PLANNERS  
THE SIGMA GROUP

# MASTER COMPREHENSIVE PLAN EXHIBIT



WEST PARK SQUARE, IRE

	COMMERCIAL
	NATURAL RESOURCE PROTECTION AREA
	RESIDENTIAL

NORTH  
 SCALE = 1/100

## Regulo Martinez-Montilva

---

**From:** Ian Martin <ian.m@landbylabel.com>  
**Sent:** Wednesday, June 14, 2023 2:41 PM  
**To:** Mike Barber - Personal, Glen Morrow, Laurie Miller; Regulo Martinez-Montilva, John Nelson - Personal, Patrick Léon  
**Cc:** Joe Vitrano, Brian Strandt, Emily Cialdini  
**Subject:** RE: Last evening  
**Attachments:** Poths - Traffic Talking Points Memo 6-12-2023.pdf, Poths General - TIA Scope Summary 2023\_0609.pdf

Ald Barber et al,

Thanks for setting up the meeting and I hope it was productive. Although some of the questions raised below are a work in progress I wanted to respond as best I can right now.

1. **Traffic**—We completed a traffic impact analysis (“TIA”) related to the whole area of Loomis, Rawson and 76<sup>th</sup>, including all contemplated future development. That TIA was completed and submitted to the City, County and DOT for review. We are awaiting on the DOT review but otherwise the primary TIA is complete. We are also underway with a supplemental TIA related to Poths General. I’ve attached to this email a memo from our traffic engineer, Ayres, detailing the scope of the Poths General TIA. In short, the limited Poths General TIA will consider turn lanes and potential extensions that might be necessary to optimize the performance of the 4 ingress-egress points on the project. As you will note in the memo, the Poths General TIA includes a review of the 76<sup>th</sup> and Carter/Terrace intersection, but also indicates that there will not be enough traffic generated to warrant a signal at that intersection. The Poths General TIA will be complete at the end of July and submitted to the City and County for review. Fundamentally, we will install whatever traffic improvements are recommended by the TIAs and approved by the governing authorities. The primary TIA is posted on our website and we will make the Poths General TIA available on the website as soon as we receive it.

One important consideration related to Poths General traffic generation is how our proposed development would compare to the existing condition. Under the current zoning and entitlements, we could deliver approximately 150,000 square feet of commercial space in lieu of the proposed project. That type of as right development would generate more than 4 times the traffic of our current proposal. The reason is simple—commercial development generates far more traffic than multifamily. The actual analysis and numbers are set forth on the attached memo from Ayres.

2. **Fire & Police**—As a general matter, high quality purpose built multifamily, like Velo Village, demand far less fire/police service than single family and commercial development. If you recall, during the last Plan Commission meeting the fire department indicated that major burden on services is attributable to emergency calls from single developments within Franklin. I think the Assistant Fire Chief indicated that over 90% of the call are generated from single family homes. The fire department went on to indicate that one of the core challenges for fire and ER service is the physical expanse of the City of Franklin. The City measures over 35 square miles, an exceedingly large geographic area. It should be noted that the City’s size is in large part due to its historic preference for single family housing over other residential forms. I would also note that Poths General is a redevelopment, in-fill site. That is, the project is not contributing to the geographic challenges currently facing fire and ER services.

Aside from the planning considerations outlined above, Poths General will generate a massive amount of economic horsepower to the City. We are estimating that Poths General will contribute over \$2.8m in impact fee payments to the City. Of that amount, \$158,844 will go to the fire department and \$182,280 will go to law



enforcement That means over \$2m of impact fees will go to other uses, including almost \$700k to parks My understanding is that the park impact fees are incredibly difficult to use because they require matching funds In other words, the funding challenge in the City may be that the allocation of impact fees is not aligned with the current needs I think we could solve for that issue in the development agreement for the project—I e redirect more impact fees to the fire department

In addition to the impact fees, the long term real estate revenue from Poths General is substantial We estimate that Poths General will produce about \$1.5m of annual tax receipts Assuming the City share is about 25% that means Poths General will drive \$375,000 of annual revenue to the City Although it is too soon to tell, there is a possibility that we will propose tax incremental financing related to the project I mention that here because one of the benefits of TIF is that the City collects 100% of the tax receipts during the term of the TIF (27 year statutory limit) That could mean there is substantial revenue available to the City that could contribute to city needs as long as they are considered “project costs” related to Poths General

- 3 Stormwater Management—I agree that our stormwater management plan must be finalized and reviewed by all the appropriate folks, including the City My promise from day 1, as I affirmed in the meeting on Monday, is that we will meet all the requirements for stormwater management and provide some level of additional management beyond our legal obligation to do so I expect a draft plan by the end of the month and we will also post that on our website for public review

Per usual, I appreciate the questions and feel free to reach out anytime My contact information is set forth below

Regards,  
Ian



**Ian B. Martin**  
Managing Principal

Main 414-285-3470

Office 414-285-3401

Cell 414-322-7782

landbylabel.com

ian.m@landbylabel.com

7044 South Ballpark Drive Suite 305 Franklin WI 53132

**From:** mbarber10 <mbarber10@wi.rr.com>

**Sent:** Tuesday, June 13, 2023 8:09 AM

**To:** Ian Martin <ian.m@landbylabel.com>, Glen Morrow <GMorrow@franklinwi.gov>, Laurie Miller <LMiller@franklinwi.gov>, Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>, John Nelson - Personal <John.1968Nelson@gmail.com>, Patrick Léon <leonpl@hotmail.com>

**Cc:** Joe Vitrano <joevitrano@wirr.com>

**Subject:** FW: Last evening

These are some follow-up questions from last night's meeting that should be considered

alder mike

Sent from my U S Cellular® Smartphone

----- Original message -----

From: Joe Vitrano <[joevitrano@wi.rr.com](mailto:joevitrano@wi.rr.com)>

Date: 6/13/23 7:24 AM (GMT-06:00)

To: 'Alderman 5 Mike Barber' <[mbarber@franklinwi.gov](mailto:mbarber@franklinwi.gov)>

Subject: Last evening

Alderman Barber,

Thank you again for sponsoring the informational meeting yesterday at the library. I would like to share some thoughts with you regarding the OrchardView project.

Regarding traffic: With the proposed construction along Loomis Road in back of PknSave, Terrace Drive, a dead end now, would be extended into the new subdivision. Would there be any possibility of having a stoplight at the intersection of 76<sup>th</sup>, Terrace Dr. and Carter Circle North (our entrance to Whitstone Village)? Without that light it seems to me that traffic would make it very difficult and potentially unsafe for residents in Whitstone to exit (right or left especially) our subdivision.

Fire and police: Will there be a necessity for increased fire and police personnel to handle the redevelopment? If so, will the taxes generated from the property be enough to offset the increased cost of fire and police to the taxpayers?

Finally, I am concerned about the water runoff from the project. That, I feel, must be monitored closely.

Thank you, Alderman Barber. I look forward to attending future informational meetings regarding this project.

Sincerely,

Joe Vitrano

7485 Carter Circle North



Security Integrity  
and Intelligence

## Pothes Land Development Talking Points

June 12, 2023

The following summary addresses comments relating to the potential land use developments for the Pothes development site

### Volume Impact

- The table below compares the total trips generated for the Pothes development site between the currently proposed development and a 150,000 square foot shopping center
- The proposed development includes multi-family housing for up to 440 units, up to 20,000 square feet of commercial and retail space, a 50-unit hotel, and a food cart area. It also assumes the removal of the existing Orchard View Shopping Center and any associated existing trips
- The total building footprint for the proposed development buildings is approximately 176,000 square feet
- The difference in volumes shows that commercial developments typically generate significantly larger amounts of traffic than residential developments and are likely to have a greater impact on the traffic operations of the surrounding roadway network

Pothes Development Comparison												
	Weekday Trips			AM Peak Hour Trips			PM Peak Hour Trips			Sat Peak Hour Trips		
	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
<b>Total Trips for Proposed Development</b>	1,220	1,220	2,440	20	110	130	105	60	165	65	70	135
<b>Total Commercial Trips (150,000 sq. ft.)*</b>	5,065	5,065	10,130	160	100	260	380	400	780	485	450	935
<b>Difference in Total Trips Generated</b>	3,845	3,845	7,690	140	10	130	275	340	615	420	380	800

\*Total trips based off a 150,000 square foot shopping center



Ingenuity Integrity  
and Intelligence


## Pothes General Traffic Impact Analysis (TIA) Study

June 9, 2023

Land By Label and Ayres Associates have begun a Traffic Impact Analysis (TIA) study for the Pothes General Development. Intersection traffic volumes were gathered in May of 2023 and operations analysis is underway. The study will include the following:

- An evaluation of the impacts of new traffic generated by the site at the following locations
  - S 76<sup>th</sup> Street and W Rawson Avenue
  - S 76<sup>th</sup> Street and the proposed driveway access near Ace Hardware
  - W Rawson Avenue at the west driveway between McDonald's and Chase Bank
  - W Rawson Avenue at the east driveway (currently Anderson Family Dental)

The evaluation will include the base year of 2024 and future traffic volumes in 2039.
- The Pothes General Development was included as off-site traffic in the Vitalogy TIA, and therefore the impact from this development on the larger roadway network (W Loomis Road interchanges at S 76<sup>th</sup> Street and W Rawson Avenue) has already been considered. This study will focus on the immediate vicinity of the site and the proposed driveway locations.
- The study will include area traffic volumes expected to be generated by the Vitalogy Development and other proposed developments in the Ballpark Commons Area.
- The study will recognize the net impact that the removal of the Orchard View Shopping Center will have on generated traffic volumes.
- The identification of recommended improvements to maintain acceptable traffic operations at the study intersections. Although no conclusions have been determined at this time, potential improvements could include:
  - At the proposed access on S 76<sup>th</sup> Street
    - SB left-turn lane extension for queue storage
    - Restriping of the NB outside lane to a "right-turn only" lane
    - Consideration of traffic signal installation (based on existing turning movement volumes, it is not expected that the signal will meet the required volume thresholds)
    - Possible closure of the median opening at the S 76<sup>th</sup> Street intersection with the ACE Hardware South/Child Care Facility to accommodate an extended NB left-turn storage lane at the adjacent intersection and reduce conflict points along S 76<sup>th</sup> Street
  - At the S 76<sup>th</sup> Street and W Rawson Avenue intersection
    - Turn-lane extensions. The Vitalogy TIA recommended a turn-lane extension for the WB left-turn movement, which would require changes at the adjacent median opening. This study will review this recommendation in more detail and identify any other adjustments that are needed.
    - Identify if signal timing adjustments are needed to optimize traffic operation.
  - At the other proposed development access points
    - Left-turn lane extensions for additional queue storage.

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">07/05/23</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Increase the Maximum Permitted Density for a Three-Story Mixed-Use Building Upon Property Generally Located at the Southeast Corner of West Rawson Avenue and South Ballpark Drive</b></p> <p style="text-align: center;"><b>(Badax Flats LLC, Applicant, Zim-Mar Properties, LLC, Property Owner )</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.3.</p> <p style="text-align: center;"><b>Ald. Dist. #2</b></p>
<p>At its June 22, 2023, regular meeting, the Plan Commission recommended approval of the attached resolution to increase the maximum permitted density for the BadAx Flats development to allow for up to 81 dwelling units, without this Special Use the maximum yield allowed is 16 dwelling units. The vote was 5-0-0, five ‘ayes’, no ‘noes’ and no absents.</p> <p>At the same meeting, the Plan Commission tabled the Site Plan associated with this Special Use due to noncompliance with the Unified Development Ordinance (UDO) and Planned Development District No. 37 including, but not limited to, dwelling unit size and landscape requirements.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Resolution No. 2023-____, imposing conditions and restrictions for the approval of a Special Use to increase the maximum permitted density for a three-story mixed-use building upon property generally located at the southeast corner of West Rawson Avenue and South Ballpark Drive.</p> <p>(BadAx flats LLC, applicant, Zim-Mar properties, LLC, property owner).</p>		

Department of City Development: RM

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

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR  
THE APPROVAL OF A SPECIAL USE TO INCREASE THE MAXIMUM  
PERMITTED DENSITY FOR A THREE-STORY MIXED-USE BUILDING  
UPON PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER  
OF WEST RAWSON AVENUE AND SOUTH BALLPARK DRIVE  
(BADAX FLATS LLC, APPLICANT,  
ZIM-MAR PROPERTIES, LLC, PROPERTY OWNER )

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WHEREAS, BadAx Flats LLC having petitioned the City of Franklin for the approval of a Special Use within Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons), to allow for construction of a three-story mixed-use building with approximately 4, 955 square feet of net commercial area on the ground floor and 78 apartment units in a 3.12-acre site resulting in net density of 40 du/ac (dwelling units per acre), while the maximum net density is 8 du/ac in the Mixed Use area of this Planned Development District (applicant is requesting this Special Use to increase the permitted density for a maximum yield of 81 dwelling units (without this Special Use the maximum yield allowed is 16 dwelling units)), property zoned Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons), generally located at the southeast corner of West Rawson Avenue and South Ballpark Drive. The property which is the subject of the application bears Tax Key No. 754-9006-000, and is more particularly described as follows:

Lot 1 of Certified Survey Map No. 9078 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on October 16, 2018 as Document No. 10820171, being a redivision of Lots 3 and 4 of Certified Survey Map No. 9042 and lands in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 22nd day of June, 2023, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served

BADAX FLATS LLC – SPECIAL USE

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

Page 2

adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of BadAx Flats LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by BadAx Flats LLC, successors and assigns, to increase the maximum permitted density yield to 81 dwelling units. The applicant shall be responsible for submitting a Site Plan in compliance with the Unified Development Ordinance (UDO) and ordinances regulating Planned Development District No. 37 including, but not limited to, dwelling unit size (Ord. 2019-2368, Table 15-3.0442D.2) and landscape requirements (UDO Division 15-5.0300).
2. BadAx Flats LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the BadAx Flats LLC Special Use to increase the maximum permitted density for a mixed-use building, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon the BadAx Flats LLC Special Use to increase the maximum permitted density for a mixed-use building for the property generally located at the southeast corner of West Rawson Avenue and South Ballpark Drive: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

BE IT FURTHER RESOLVED, that in the event BadAx Flats LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to

BADAX FLATS LLC – SPECIAL USE  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 3

cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

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

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

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

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

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

APPROVED:

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

ATTEST:

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

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





CITY OF FRANKLIN  
REPORT TO THE PLAN COMMISSION

Item C.3.

Meeting of June 22, 2023

Special Use and Site Plan

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**RECOMMENDATION:** City Development Staff recommends approval of the Special Use application to allow for a maximum density yield of 81 dwelling units; to table the Site Plan application to allow the applicant time to revise the site plan to comply with the average unit size, minimum landscape requirements, and inclusion of a trash enclosure.

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<b>Project Name:</b>	<b>BadAx Flats</b>
<b>Project Address/Tax Key:</b>	Not Assigned/754 9006 000
<b>Property Owner:</b>	Zim-Mar Properties, LLC
<b>Applicant:</b>	BadAx Flats, LLC
<b>Aldermanic District:</b>	District 6
<b>Zoning District::</b>	Planned Development District No. 37
<b>Staff Planner:</b>	Régulo Martínez-Montilva, AICP CNUa, Principal Planner

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**Project Description/Analysis**

Please note:

- Recommendations are *underlined, in italics* and are included in the draft resolution.
- Suggestions are only underlined and are not included in the draft resolution.

The applicant, BadAx Flats, LLC, submitted an application for a Special Use and Site Plan approval for the development of a mixed-use building upon property located at the southeast corner of W. Rawson Avenue and S. Ballpark Drive.

The proposed building is approximately 84,685 square feet (79,730 sq. ft. of residential, and 4,955 sq. ft. of commercial). The majority of the building will contain 78 market rate apartments, consisting of studio, one and two-bedroom dwelling units, with amenities such as a clubroom, fitness center and outdoor swimming pool and grilling area.

The southwest corner of the first floor along S. Ballpark Drive will contain about 5,000 square feet of commercial space. It is anticipated that a craft beer and wine operator will occupy about 3,450 square feet and a salon currently located within Franklin will relocate to about 1,505 square feet. An outdoor patio area is also included on the plans.

Note that any tenant occupying these tenant spaces will be subject to the requirements and approval process as outlined within PDD No. 37 and the Unified Development Ordinance (UDO). Based upon a preliminary review only, it appears the craft wine and beer use would require Special Use approval and the salon would be allowed as a Permitted Use.

### ***Special Use***

PDD No. 37 originally allowed, as a Permitted Use, mixed use buildings up to four stories in height, with residential apartments on the upper three floors. A recent amendment to PDD No. 37 revised the ordinance to allow a mixed-use building to have both commercial and residential space on the first floor. As previously mentioned, the proposed building includes ground floor commercial spaces as well as ground floor apartments, with apartments above on the 2<sup>nd</sup> and 3<sup>rd</sup> floors of the building. As such, the commercial space and multi-family residential use are Permitted.

The Special Use Application is being requested to accommodate the proposed higher density. The applicant is proposing to construct up to 81 dwelling units. The parcel has a gross Base Site Area of 3.12 acres and a Net Buildable Site Area of 2.02 acres. As such, the applicant is requesting a Net and Gross Density standards of approximately 40 units per acre.

With the current required maximum Gross Density and Net Density standard of eight, the property is allowed a maximum of 16 dwelling units. According to the applicant, the project is not feasible without the requested density. The applicant has also provided responses within their project narrative to the Special Use Standards listed within Section 15-3.0700 of the UDO.

### ***Dwelling Unit Size***

Pursuant to Ord. 2019-2368, Table 15-3.0442C.1, the Mixed Use Area of PDD No. 37 requires that apartments in mixed use buildings with more than three dwelling units meet the living area standards of the Multi-Family Residence Area of PDD No. 37, which is 700 sq. ft. average size for one bedroom apartments and 200 sq. ft. for each additional bedroom per Table 15-3.0442D.2.

<b>Unit type</b>	<b>Average unit size</b>	<b>Average unit size per Ord. 2019-2368 Table 15-3.0442D.2.</b>
Studio & One Bedroom Units	647 sq. ft.	700 sq. ft.
Two Bedroom Units	1,121 sq. ft.	900 sq. ft.
Three Bedroom Units	1,323 sq. ft.	1,100 sq. ft.

*City Development staff recommends that the applicant shall revise the proposed building design to meet the average size of each unit type (studio and 1-bedroom, 2-bedroom and 3-bedroom apartments) pursuant to Ord. 2019-2368, Table 15-3.0442D 2 and/or amend the PDD to allow for studio and one bedroom apartments at a lower average unit size.*

### ***Site Plan***

The total site has an area of approximately 3.12 acres (135,980 square feet) and is currently vacant. The development will result in 78,548 square feet of impervious surface and 57,432 square feet of greenspace, which equates to a Landscape Surface Ratio (LSR) of about 0.42 or 42%. This meets the PDD No. 37 minimum of 0.35 for commercial apartments. *As required by PDD No. 37, the LSR for the entire PDD shall be maintained at a minimum of 0.50.*

Garbage and trash receptacles for the apartments will be kept within the lower level of the building. *Staff recommends that exterior trash areas and dumpsters, if any, be stored within an enclosure constructed of materials that are compatible with the principal building, subject to review and approval of the Department of City Development.*

**Reduced Setback Request**

The required minimum front yard building setback is 25-feet. The applicant is requesting a front yard setback along S. Ballpark Drive of 10-feet. According to the applicant’s project narrative, the reduced setback will allow for greater visibility and pedestrian accessibility for the retail uses within the first floor of the building. Section 15-3.0442B.13. and Table 15-3.0442C.1. of PDD No. 37 allows the Plan Commission to approve smaller building setbacks, up to zero feet, abutting public right-of-way, traffic visibility setbacks, bufferyards, and parking lot setbacks.

The senior living facility to the south is setback roughly 65-feet from S. Ballpark Drive. However, the apartments on the opposite side of S. Ballpark Drive have been granted reduced setbacks.

As buildings along this drive have already been granted reduced setbacks, there is not opposition to continue to do so; although, it is suggested that the required setback be met or as closely adhered to as much as possible. It appears that parking and drive areas could be shifted and/or modified to set the building back further from S. Ballpark drive while maintaining the same building design and layout.

All other setback and Development Standards of Table 15-3.0442C.1. are met.

**Site Furnishings and Pedestrian Amenities**

PDD No. 37 requires bicycle parking and pedestrian amenities and lighting, and site furnishings, such as benches, trash receptacles, and bicycle racks. The site plan includes seating within the outdoor patio, and there is also a sidewalk connection to the existing sidewalk along S. Ballpark Drive as well as trash receptacles, dog refuse bins and bicycle parking.

**Parking**

The development includes 83 surface parking spaces, four ADA accessible stalls, and 80 underground parking spaces for a total of 167 spaces. Table 15-5.0203 of the Unified Development Ordinance (UDO) suggests a minimum parking ratios, below is a table showing the suggested amount of parking to be provided per use.

Use	Number of Units or Size of Tenant Space	Parking Ratio per UDO Table 15-5.0203	Suggested Parking
Studio & One Bedroom Units	55 units	1 space per unit	55 parking spaces
Two Bedroom Units	20 units	2 spaces per unit	40 parking spaces
Three Bedroom Units	3 units	2.5 spaces per unit	8 parking spaces
Commercial Retail	3,450 square feet	5/1,000 SF GFA	18 parking spaces
Outdoor Patio	1,169 square feet	10/1,000 SF GFA	12 parking spaces
Commercial Service	1,505 square feet	3/1,000 SF GFA	5 parking spaces
<b>Total</b>			<b>138</b>

GFA: gross floor area.

The total provided parking, 167 spaces, exceeds the minimum required parking of 138 spaces for this development. However, City Development staff recommends that the provided ADA parking should be increased to five spaces pursuant to UDO Table 15-5 0202(I)(1) It’s worth noting that the parking surplus (29 spaces) could be utilized to meet landscaping standards as follows first, by reducing the provided parking the required landscaping is also reduced (commercial uses only); second, the area

intended for the parking surplus could be redesigned as landscaped areas to meet the required number of landscape features discussed below.

**Landscaping**

For Multi-Family developments, Table 15-5.0302 of the UDO requires 1.5 canopy/shade tree, one evergreen, one decorative tree, and three shrubs per dwelling unit. For Commercial uses, one canopy/shade tree, one evergreen, one decorative tree and one shrub is required per every five provided parking spaces.

Below is a breakdown of the required number of plantings and the quantity currently provided. The applicant is requesting a substantial reduction in the number of plantings, particularly canopy/shade trees.

Type	Required			Provided	% Requested Reduction
	Multi-Family 78 units	Commercial 35 parking spaces	Total		
Canopy/Shade Tree	117	7	124	15	88%
Evergreens	78	7	85	47	45%
Decorative Trees	78	7	85	23	73%
Shrubs	234	7	241	147	36%

The requested reduction, in part, is due to the requested increase in density. The site could likely meet landscaping standards under the required maximum density of eight units per acre; However, under the current proposal, (40 units per gross acre and 83 surface parking spaces), there is not enough available space to accommodate 109 more canopy trees, 38 more evergreens, 62 more decorative trees, and 94 more shrubs in a manner that is attractive and conducive to the plants survivability. Section 15-3.0442B.14 of PDD No. 37 allows for the overall quantity of landscape plantings to be reduced by 25% from the UDO standards, subject to review and approval by the Plan Commission. However, the requested reduction is more than 25% for every category of plantings. City Development staff recommends that the applicant either

- a) Reduce the density of dwelling units,
- b) Reduce the amount of surface parking, while still achieving total parking requirements required per UDO standards, to accommodate, at a minimum, 25% less of the required number of plantings, or
- c) a combination of solutions noted in a) and b)

**Outdoor Lighting**

The outdoor lighting plan identifies parking lot lighting only, which includes three single fixture light poles and six double fixture light poles. All poles are 20-foot tall on a two-foot concrete base for a peak height of 22-feet. Light levels are minimal at the property lines. The maximum light level is approximately 1.2 foot candles at the property lines.

### ***Natural Resource Protection Plan (NRPP)***

A NRPP was already completed as part of PDD No. 37 and included the subject property. Wetlands were found; however, they were exempted in 2017. As such, no protected natural resources exist onsite.

No additional review related to natural resources is necessary.

### ***Architecture***

The building consists of fiber cement siding and brick. Balconies are included on the upper floors of the building and are constructed with composite decking and metal railings. The plan does not indicate whether or not the lower apartments will access to a concrete patio. The proposed fenestration of windows and patio doors have been done in a logical and attractive pattern.

The proposed three-story building is 38-feet tall which is in compliance with the maximum height of 4.0 stories or 60 feet allowed within PDD No. 37.

It can be noted that PDD No. 37 requires that buildings located on prominent sites, shall be multi-story and exhibit quality architectural design to serve as landmarks. This building is multi-story, and the Plan Commission shall determine if the quality of architecture meets this standard as well as the Design Standards of PDD No. 37.

### ***Signage***

Sign details have not yet been provided. A separate Sign Review and Sign Permit will be required prior to installation.

### ***Storm water Management***

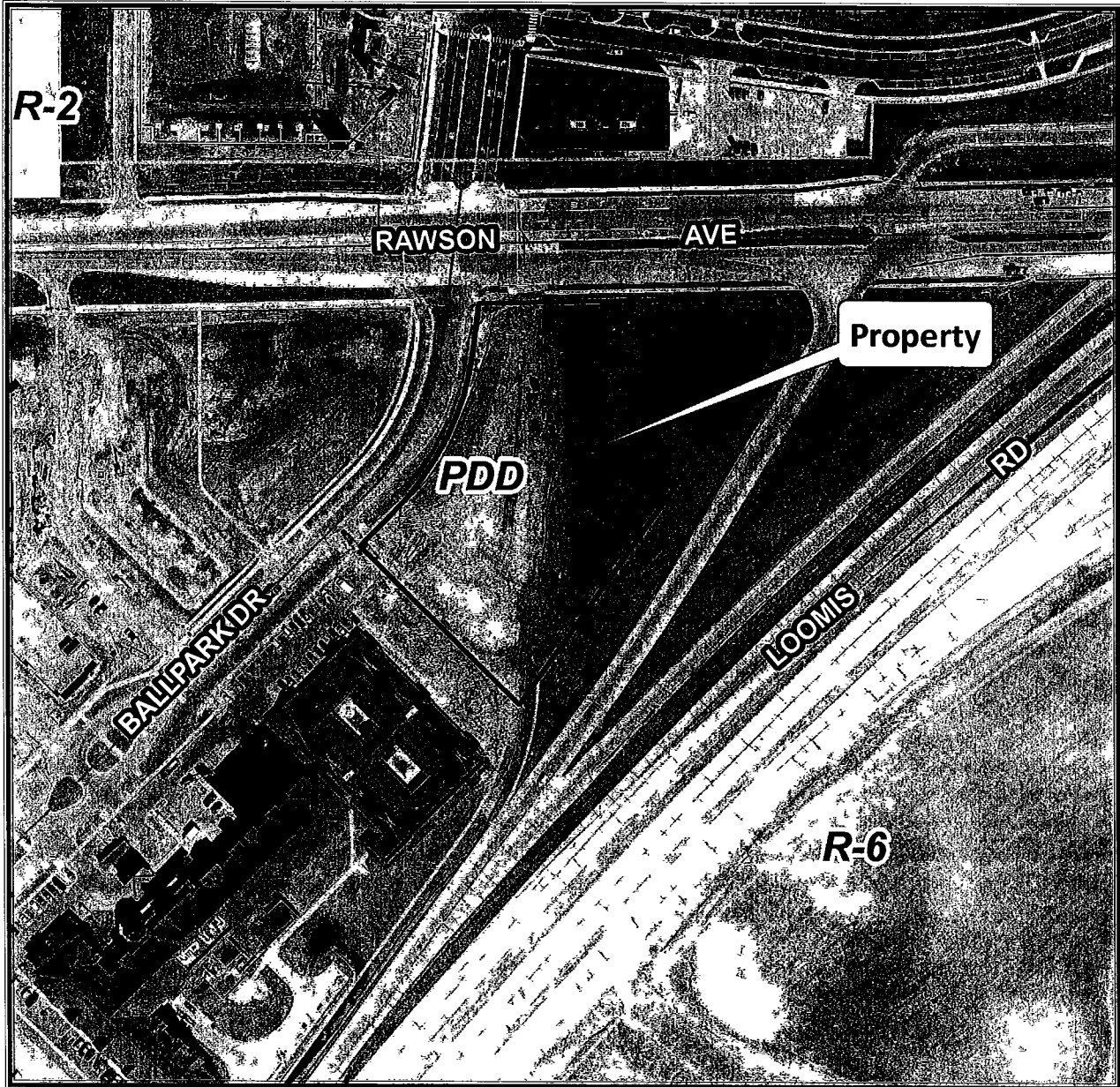
A bio-retention basin is shown within the northeast corner of the site. Also, development wide storm water management facilities have been approved and completed by the developer. *It is recommended that final approval of grading, erosion control, storm water management, and utilities, as may be applicable, be granted by the Engineering Department prior to any land disturbance activities.*

### **Staff Recommendation:**

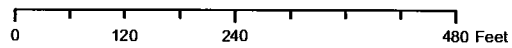
City Development Staff recommends **approval of the Special Use** application to allow for a maximum density yield of 81 dwelling units.

City Development Staff recommends to **table the Site Plan** application to allow the applicant to time to revise the site plan to comply with the average unit size, minimum landscape requirements, and inclusion of a trash enclosure.

TKN: 754 9006 000



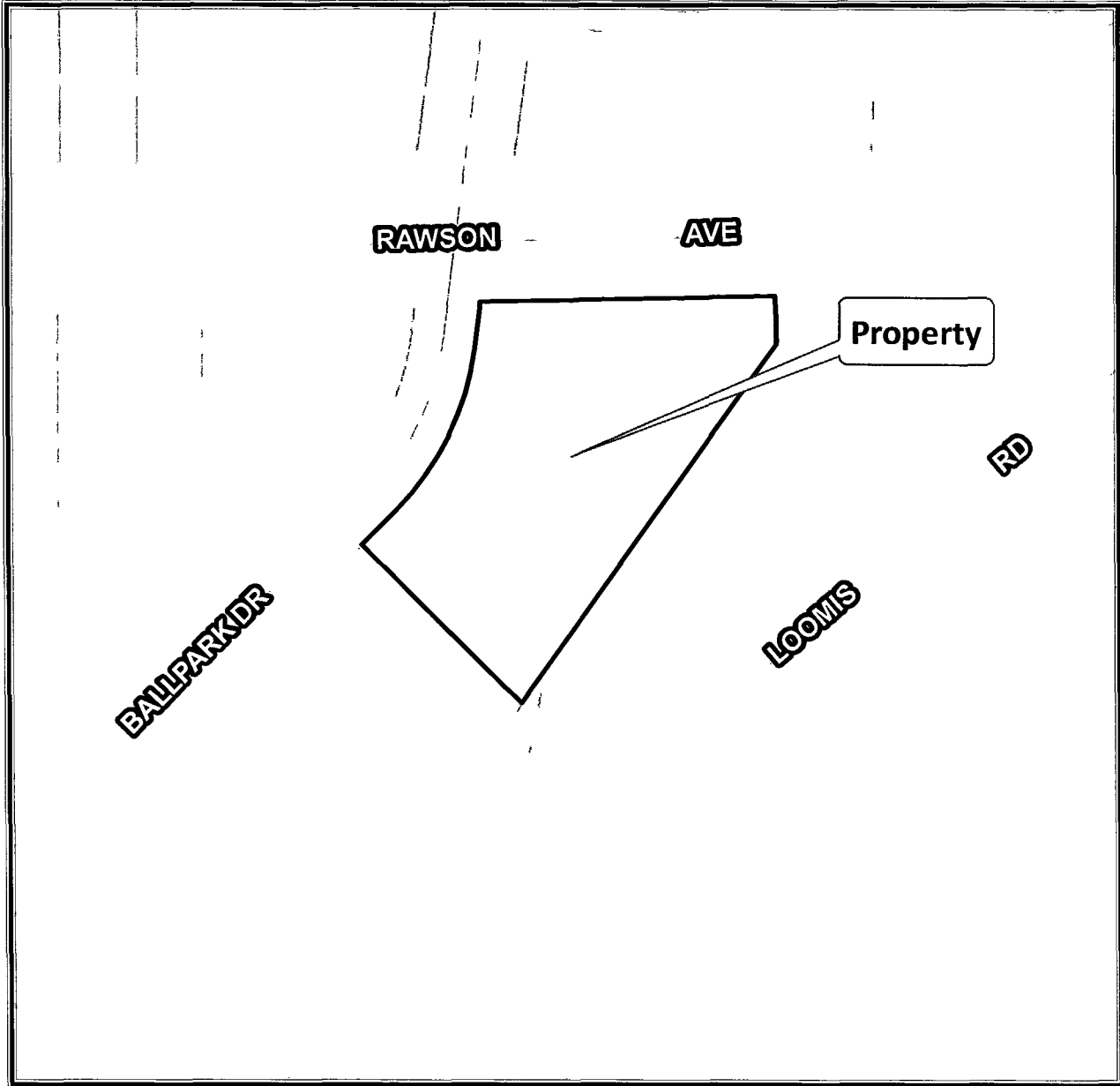
Planning Department  
(414) 425-4024



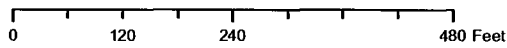
2021 Aerial Photo

*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.*

TKN: 754 9006 000



Planning Department  
(414) 425-4024



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



April 21, 2023

Mr. Regulo Martinez-Montliva  
Principal Planner  
City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

*Via hand-delivery*

Re: BadAx Flats Site Plan & Special Use Submittal

Dear Regulo,

We are pleased to submit applications for site plan approval from the Planning Commission and special use approval from the City Council related to the BadAx Flats project. In particular, you will find under cover of this letter the following documents.

1. Plan Commission Review Application for site plan approval;
2. Common Council Review Application for special use approval;
3. Letter regarding setback reduction along Ballpark Drive;
4. Twelve (12) copies of the plan set for BadAx Flats, including civil engineering, landscaping, architecture and photometric plans;
5. Twelve (12) copies of the site intensity worksheets; and
6. Twelve (12) copies of the Natural Resource Protection Plan.

In addition to and simultaneously with the foregoing hard copies, we are providing an electronic copy of the foregoing information via dropbox.com link. If you have any problems downloading the information please let me know and we will arrange for an alternative method of delivery.

At your earliest convenience, please let me know when the foregoing applications will be heard by the Plan Commission and Council, as applicable

Sincerely,



Ian B. Martin  
Managing Principal  
Land By Label

Cc: Brian Strandt (via email to [brian.s@landbylabel.com](mailto:brian.s@landbylabel.com))  
Mike Zimmerman (via email to [mikez@rocventures.org](mailto:mikez@rocventures.org))





April 20, 2023

Mr. Regulo Martinez-Montliva  
Principal Planner  
City of Franklin  
9229 W. Loomis Road  
Franklin, WI 53132

Re: BadAx Flats Setback Variance Summary

Dear Regulo,

Per your request, I wanted to provide a summary regarding the reduced setback along Ballpark Drive for the BadAx Flats project. We request that the setback along Ballpark Drive be reduced from 25 feet to 10 feet and allow for the construction of patios/stoops and footings within the setback. The foregoing request is consistent with the design standards at the adjacent Velo Village and advances the overall design intent of Ballpark Commons by creating an urban edge that encourages pedestrian movement. As always, please call with any questions.

Sincerely,



Ian B. Martin  
Managing Principal  
Land By Label



LAND  
*By*  
LABEL  
DEVELOPMENT CO



BadAx Flats Project Narrative

May 23, 2023

## **The Development Team**

### **Land By Label**

Land By Label is an integrated multifamily and mixed-use real estate company. We have over 50 years combined real estate experience, including development, finance, legal, construction oversight, asset management and disposition strategy. While our primary focus is southeastern Wisconsin, our team has significant experience developing multifamily assets across the country. Our cultivated network of brokers and consultants, including architects, engineers and property management experts, allows Land By Label to identify and execute the best development opportunities in our backyard and beyond.

Methodical risk management guides Land By Label’s development process. Market and site identification is driven by empirical supply-demand factors, including detailed demographics and multifamily performance. Site conceptualization and design is a hands-on experience informed by market/site conditions and the best branding, architectural and engineering minds in the business. The site concept must accomplish two goals—satisfying the real time demand of our customers and creating a positive impact on the local community. Land By Label conducts outreach with elected officials and surrounding property owners as the best ideas are incorporated into our thinking. Our due diligence is exhaustive. We understand development risks ranging from geotechnical and environmental conditions to title and survey challenges. Our Managing Principal’s legal experience combined with outside development counsel ensures all the issues are identified, considered and solved.

Poets General will be led by Ian Martin, Founder and Managing Principal of Land by Label and Brian Strandt, Vice President of Construction and Emily Cialdini, Vice President of Development.

### **ROC Ventures**

ROC Ventures manages a collection of brands in the sports, entertainment, and real estate sectors. These include the Milwaukee Wave, the Milwaukee Milkmen, The Rock Sports Complex, a collegiate baseball franchise located in Indiana, the Ballpark Commons development, and more.

ROC stands for “Return on Community,” a goal which informs each and every endeavor undertaken by the organization. ROC Ventures is led by Michael Zimmerman, Owner and Executive Officer. Since 2004, Zimmerman has owned and operated 30 businesses in the healthcare, sports and entertainment industries. The healthcare companies are now working collectively with over 80 percent of our nation’s hospitals.

### **The Design Team**

#### **JLA**

JLA Architects was established in 2007 by Joseph Lee in Madison, Wis. As a client service-based firm, we collaborate with clients to develop real-world solutions that meet their project's goals. Our firm has three offices in the U.S. including full-service offices in Wisconsin & Colorado. In 2017, we opened a second office in the Historic Third Ward of Milwaukee to better serve our Eastern Wisconsin clients. We opened our third office in Denver, Colorado in the fall of 2021 serving the entire Front Range. We assist clients at every phase of the real estate development process from project feasibility to building construction and final marketing.

#### Spotlight Projects

- Velo Village, Franklin
- Taxco Apartments, Milwaukee
- Forte at 84 South, Greenfield

#### **The Sigma Group**

The Sigma Group, Inc. (Sigma) is a full-service consulting and civil engineering firm. Our Milwaukee-based staff includes registered professional engineers in civil, environmental, and chemical disciplines; registered land surveyors; construction inspectors; certified asbestos supervisors / inspectors; certified lead inspectors / risk assessors; Certified Hazardous Materials Managers, professional geologists and hydrogeologists, as well as additional engineering technicians, scientists and compliance specialists.

#### Spotlight Projects

- The Seasons, Franklin
- The Reef, Wauwatosa
- State Street Station, Wauwatosa
- Stitchweld, Milwaukee
- 22 Slate, Madison

## **Development Considerations**

### **Project Vision**

Our owlish ode to Bad Ax origins - Franklin of the faraway past. Social and recreational dwellings to embrace engaging adjoining environs of the present. A neighborly nest for the spirited sort who work to live, and live to play. An anticipated addition to the Ballpark Commons lifestyle and entertainment district, Badax effortlessly integrates into the already vibrant Commons community as an active four-story concept with first-floor commercial space and 78 apartment units for those who want to be close to the action. Complete with a resident mascot, the Badax brand affirms a league of Franklin's own.

Badax Flats completes one of the last remaining developable sites in the Ballpark Commons master planned active lifestyle and entertainment district. The proposed development contemplated herein is consistent with the prior identified uses for the site in PDD 37 and leverages the City's prior investment in Ballpark Commons by making this vision a reality.

### **Program Statement**

#### **Luxury Apartments**


Approximately seventy-eight (78) apartment units in a three-story building. The apartments will be served by roughly one-to-one underground parking. Several of the residential units will be positioned on the first floor at grade level allowing for 'walk up' residential patios. Additional surface parking provides sufficient parking for residents and guests.

#### **Commercial**

Roughly 5,000 square feet of commercial and retail uses are ideally positioned along Ballpark Drive on the first floor. A high-end craft beer and wine operator with sizeable retail operations will occupy roughly 3,000 square feet and adjacent outdoor patio space. An existing Franklin salon will relocate their operations to the balance of 1,500 square feet.

**ECONOMIC IMPACT ANALYSIS**

**M1 at Ballpark Commons**  
FRANKLIN, WISCONSIN



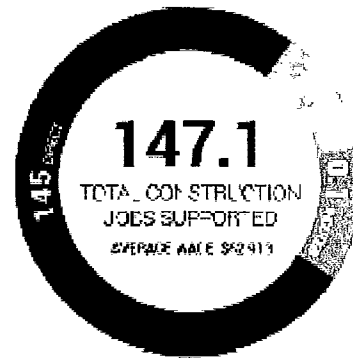
M1 at Ballpark Commons completes one of the last remaining sites in the Ballpark Commons active lifestyle and entertainment district. Our concept includes seventy-eight (78) apartment units in a four-story structure with roughly one-to-one underground parking and approximately 6,000 square feet of first floor commercial space. Resident amenities will include a resident clubhouse and outdoor pool along with associated leasing offices.

**Construction Impact**



**Construction Supply Chain**

Based on industry data for the local area, an estimated 56% of the goods and services that construction of the facility will require can be provided within the region.



**Operational Impacts**



**\$44.8M**

ECONOMIC OUTPUT OVER THE NEXT 10 YEARS

**Operational Supply Chain**

Based on industry data for the local area, an estimated 67% of the goods and services that the facility will require to operate can be provided within the region.

**Local Expenditures**

Based on industry patterns in the local area, it is estimated that one of the town center will result in the expenditure of approximately \$0.5 million in disposable income.

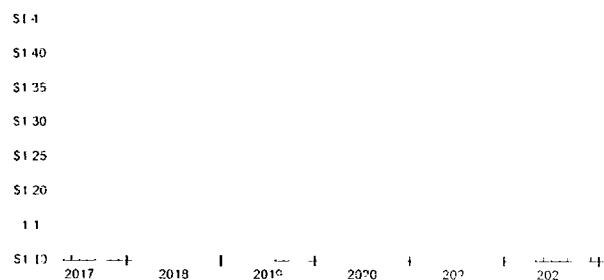
Bakertilly US, LLP (doing as Baker Tilly) is a member of the professional services firm Baker Tilly US, LLP, a member of a national network of independent member firms affiliated with the Baker Tilly Global network of member firms affiliated with the Baker Tilly Global network of member firms. Baker Tilly US, LLP is a member of the professional services firm Baker Tilly US, LLP, a member of a national network of independent member firms affiliated with the Baker Tilly Global network of member firms. © 2022 Baker Tilly US, LLP

**THE NEED FOR APARTMENTS**

1. Homeownership rates are at 40-year historic lows.
2. Millennials are delaying household formation and homeownership.
3. Millennials burdened with student debt that has limited their saving for a down payment.
4. The average sales price for homes continues to rise.
5. Interest rates on home mortgages continue to rise.
6. Largest growing renter demographic over the last ten years has been the baby boomer cohort.
7. Generation Z is demonstrating a strong propensity to rent.
8. Life cycle housing creates healthy, viable communities. Apartments offer a housing solution that allows younger families looking to buy in the community the opportunity to rent. Apartments offer empty nesters the opportunity to remain in the communities they are rooted, but with added flexibility and no maintenance.
9. Franklin submarket apartment fundamentals are strong – 97%+ occupancy and continued strong rent growth. (See graph below)
10. Marginal demand analysis of income qualified renter growth vs. units in pipeline demonstrates a surplus demand of 200 units. (See tables below)
11. Velo Village’s record setting lease-up at 30 units per month demonstrates strong demand of immediate area.

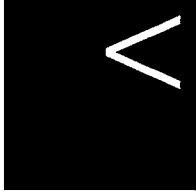
Income Eligible Renter Population Primary Market Area (10-Mile of Franklin City Center)		
Year	2022	2027
Total Population	518,612	512,083
Households Total	214,301	212,468
Renter-Occupied Households	82,401	79,375
<u>Income Brackets</u>	<u>Total Households</u>	<u>Total Households</u>
\$50,000 - \$74,999	40,002	36,577
\$75,000 - \$99,999	30,817	29,873
\$100,000 - \$149,999	41,423	50,243
\$150,000 - \$199,999	15,862	22,756
\$200,000+	10,842	13,293
	<u>Total Households</u>	<u>Total Households</u>
Total # of Income-Eligible Households	138,946	152,742
% Renter-Occupied	38.45%	37.36%
# Income-Eligible Renter-Occupied Households	53,426	57,062

DAILY ASKING RENT PER SF



Marginal Demand Analysis		
a	Income Qualified Renter Households 2022	53,426
b	Income Qualified Renter Households 2027	57,062
c	<b>Increase in Income Qualified Renter Households</b>	<b>3,636</b>
d	# Units in Pipeline	2,575
e	Subject Units	1,003
f	Total New Supply (d+e)	3,578
g	New Units at Balanced Market (96%)	3,435
h	<b>Net Excess Demand (c-g)</b>	<b>201</b>





**JLA**  
ARCHITECTS  
MAISON | MILWAUKEE DENVER  
JLA AP COM

JLA PROJECT NUMBER W22-0 26

BADAX FLATS  
APARTMENTS

PERMIT SET

DATE OF ISSUANCE: JUNE 07, 2023

REVISION SCHEDULE	
NO.	DESCRIPTION

DATE: 11

BUILDING DATA

SHEET NUMBER

G002

BUILDING DATA - RESIDENTIAL													
UNIT TYPES	UNIT AREA	FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		QTY TOTALS	AREA SUB-TOTALS	%	UNIT BREAKDOWN		
		City	Aggregate Area	City	Aggregate Area	City	Aggregate Area						
Unit A1 Studio	421 S.F.	-	1,084 S.F.	-	1,084 S.F.	-	1,084 S.F.	3	4,219 S.F.	11.3%	STUDIOS		
Unit B1 1BR	495 S.F.	1	1,024 S.F.	1	1,024 S.F.	1	1,024 S.F.	4	3,068 S.F.	16.4%	1 BEDROOM		
Unit C1 1BR	465 S.F.	-	668 S.F.	1	668 S.F.	-	668 S.F.	2	1,336 S.F.	2.6%	1 BEDROOM		
Unit D1 1BR	1,008 S.F.	-	1,188 S.F.	4	4,752 S.F.	-	4,752 S.F.	10	17,746 S.F.	31.8%	2 BEDROOM		
Unit E1 2BR	1,775 S.F.	-	1,348 S.F.	-	4,992 S.F.	-	4,992 S.F.	10	11,746 S.F.	13.4%	2 BEDROOM		
Unit F1 2BR	1,214 S.F.	-	1,248 S.F.	1	1,248 S.F.	1	1,248 S.F.	2	2,496 S.F.	2.8%	3 BEDROOM		
Unit F2 2BR	1,248 S.F.	1	1,248 S.F.	-	-	-	-	1	1,248 S.F.	1.3%	3 BEDROOM		
BUILDING SUMMARY ONLY		FIRST FLOOR		SECOND FLOOR		THIRD FLOOR		TOTAL AREA		TOTAL PERCENTAGE		TOTAL BR Count	
UNIT TOTALS		30	11,153 S.F.	29	25,135 S.F.	25	23,136 S.F.	79	49,424 S.F.	9%	4 Unit A.C.E.	791 S.F.	11
COMMON SPACES		25,923 S.F.		26,410 S.F.		13,283 S.F.		65,616 S.F.		100.00%		791 S.F.	
BUILDING TOTALS		37,076 S.F.		51,545 S.F.		36,419 S.F.		125,040 S.F.		100.00%		1,582 S.F. Per Unit	



**MEMORANDUM**  
**LAND BY LABEL**  
**RESPONSES**  
2-3-2023

Date: January 17, 2023  
To: Emily Cialdini.  
From: Department of City Development  
Régulo Martínez-Montilva, AICP, Principal Planner  
RE: Staff comments for Special Use and Site Plan, M1 Building at Ballpark Commons (BPC)  
TKN 754 9006 000

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Below are comments and recommendations for the proposed M1 Mixed Use Building for property located at the southeast corner of W. Rawson Avenue and S. Ballpark Drive.

**City Development Department comments**

**Compliance with the Unified Development Ordinance (UDO)/PDD No. 37**

1. Site Plan
  - a. Note that the required setback from south property line is 10' feet as it is a side yard.  
LxL Response Will update notation.
2. Landscaping
  - a. The Unified Development Ordinance requires irrigation (Section 15-5.0303D.). Is this accomplished via hose bibs or is an irrigation system being installed. Please add a note regarding irrigation on the Landscape Plan.  
LxL Response Will add note to LA clarifying hose bibs or irrigation system
  - b. As required by Section 15-5.0303G., please note a 2-year plant replacement guaranty on the Landscape Plan (Sheet L1.01).  
LxL Response Will add note to LA plan

**Additional Information Required**

3. Please dimension the typical parking space size for the lower level parking on the “Conceptual Lower Level Plan” Sheet.  
LxL Response Will show parking space dimensions
4. Please show all vision corner easements on the site and landscape plans See Section 15-5.0201 below.  
LxL Response Will depict vision corner easements

§ 15-5.0201 Traffic Visibility.

A. No Obstructions Permitted. No visual obstructions, such as structures, parking, or vegetation, shall be permitted in any district between the heights of 2.5 feet and 10 feet above the plane through the mean curb grades within the triangular space formed by any two existing or proposed intersecting street or alley right-of-way lines and a line joining

points on such lines, located a minimum of 30 feet from their intersection.

**B. Corner Cut-Off Distances for Intersecting Arterial and/or Collector Streets.** In the case of arterial and/or collector streets intersecting with other arterial and/or collector streets, the corner vision clearance distances establishing the triangular vision clearance space shall be 60 feet from the two intersecting street rights-of-way lines and a line joining the two points on such lines.

5. Are site furnishings, such as benches, trash receptacles, and bicycle racks being provided? If so, please provide additional details regarding what types of amenities will be included and where they are generally located onsite.

LxL Response Will depict on LA plans

6. Where is the dumpster/refuse collection location for the commercial space? If a dumpster enclosure is planned onsite, please show the location on the site plans and elevations/material details on the architectural plans.

LxL Response: Trash rooms in lower level parking garage will serve residential Will depict dumpster enclosure on site plan for the commercial spaces

7. Please confirm all rooftop mechanicals are being screened. What type of screening/material is being utilized to screen mechanicals?

LxL Response Rooftop mechanicals screens by parapet wall

8. Was snow storage considered as part of the site and landscape plan? Please see Section 15-5.0210 of the Unified Development Ordinance.

LxL Response Will depict snow storage on LA plan

9. Please label the peak height of the building on the elevations.

LxL Response Will note building heights on elevations.

10. Please note that waivers must be requested for any Design Standards not met. Section 15-3.0442EA.3. allows the Plan Commission, by 4 votes of all members, to waive standards when supplemental design elements or improvements are provided. Minimally, it appears that reduced setbacks and a reduction in plantings is being requested. In a revised project narrative or supplemental letter please list all requested waivers.

LxL Response Requesting a variance to front yard setback only from 25 feet to 10 feet

11. Please confirm that no building lighting is proposed.

LxL Response Building and site lighting will be provided

#### **Suggestions (not specifically required by the UDO or PDD)**

12. It is suggested to revise the site plan, such as drive aisle widths and the parking area, to shift the building to be as close as possible to meeting the front yard setback standard of 25-feet.

LxL Response The goal of reducing the front yard setback was to meet the over intended design guidelines of creating an urban edge for this mixed-use building We are looking at an opportunity to decrease the building width which may allow for us increase the setback, however, we are still requesting a 10 foot setback variance

#### **Separate approvals and fees**

13. Building signage must comply with the PDD No. 37 Master Sign Program and will require a separate Sign Permit.

LxL Response Understood, will comply

14. Please be aware of City impact fees. The impact fee schedule can be found on the City's website at <https://www.franklinwi.gov/Departments/Inspection-Services/Impact-Fees.htm>. Note this is subject to change for 2023.

#### **Additional comments**

15. The Site Information table on Sheet C100 states an Existing Impervious Area of 3.122 AC/100% of the site. As the site is vacant, I believe this is meant to be Existing Pervious Area. Please review and revise accordingly.  
LxL Response: Will review and revise
16. Please review the unit and bedroom count on the Sheet titled BPC Mixed Use – Conceptual Project Data. It appears there are 9 two-bedroom units and 17 one-bedroom units on the 2<sup>nd</sup> and 3<sup>rd</sup> floors, which would equal 35 bedrooms, not 34 as listed. Also, the 1<sup>st</sup> floor includes 25 bedrooms, not 19. The total bedroom count, not including studio units is 95.  
LxL Response Will review and revise.
17. Does a shared access and maintenance agreement already exist for the shared drive?  
Lxl Response. Yes
18. In Step 2 of the Site Intensity and Capacity Calculations, it is noted that 0 acres are subtracted from the Base Site Area; however, that number should be 0.78 to get to the 2.34 as indicated in the right-hand column  
LxL Response. Will review and revise
19. Please double check the parking space count within the Site Information table on Sheet C100. It appears there are 99 surface parking spaces, including 4 ADA accessible spaces, opposed to 96 and 3. Please revise accordingly.  
LxL Response. Will review and revise
20. There is one canopy/shade tree that is not represented on the Landscape Plan. Please double check that 22 trees are shown.  
LxL Response Will review and revise

#### **Engineering Department comments**

- 21 *Engineering has no comments on the applicant's request for Special Use. However, Engineering submittal is required, and conditions/comments must be satisfied to proceed with the said proposal.*  
LxL Response Understood Will submit Are there any comments on the plans submitted to date?

#### **Inspection Services Department comments**

- 22 *Structure shall be designed and constructed in accordance with the Wisconsin Commercial Building Code including our initial concern that the building meets the separation requirements in Table 602.*  
LxL Response Understood Will confirm

#### **Fire Department comments**

- 23 *Franklin Fire Department Construction and Alteration Requirements (2021-2022)*

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

*NOTE The Fire Department is NOT adequately staffed to absorb the impact on emergency and non-emergency call volume associated with the additional 1,030 residences associated with this and other related planned residential developments , associated commercial and vehicle traffic, and required fire inspection work-load, in addition to the ongoing high-density single family development in the southwest quadrant and multifamily development along the south 27th Street corridor*

LxL Response Understood Will confirm Impact fees will be paid are intended to cover an increase in Fire Department staffing

**Police Department comments**

- 24 *The PD has no comment regarding this request*

**Table 15-3.0502**  
**WORKSHEET FOR THE CALCULATION OF BASE SITE AREA**  
**FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT**

<b>STEP 1:</b>	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	3.12 Acres
<b>STEP 2:</b>	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	0          acres
<b>STEP 3:</b>	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space	0          acres
<b>STEP 4:</b>	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract ( - ) the land proposed for nonresidential uses, or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract ( - ) the land proposed for residential uses	0          acres
<b>STEP 5:</b>	Equals "Base Site Area"	= 3.12 acres

**Table 15-3.0503**

**WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND**

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4 0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes					
10-19%	0 00	0 60	0 40	X <u>  0  </u> =	0
20-30%	0 65	0 75	0 70	X <u>  0  </u> =	
+ 30%	0 90	0 85	0 80	X <u>  0  </u> =	
					<u>  0  </u>
Woodlands & Forests					
Mature	0 70	0 70	0 70	X <u>  0  </u> =	0
Young	0 50	0 50	0 50	X <u>  0  </u> =	0
Lakes & Ponds	1	1	1	X <u>  0  </u> =	0
Streams	1	1	1	X <u>  0  </u> =	0
Shore Buffer	1	1	1	X <u>  0  </u> =	0
Floodplains/Floodlands	1	1	1	X <u>  0  </u> =	0
Wetland Buffers	1	1	1	X <u>  0  </u> =	0
Wetland Setback	--	--	--	X <u>  0  </u> =	0
Wetlands & Shoreland Wetlands	1	1	1	X <u>  0  </u> =	0
<b>TOTAL RESOURCE PROTECTION LAND</b> (Total of Acres of Land in Resource Feature to be Protected)					<b>0</b>

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

Table 15-3.0504

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

<p><b>STEP 1:</b></p>	<p><b>CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>  3.12  </u></p> <p>Multiple by Minimum <i>Open Space Ratio (OSR)</i> (see specific residential zoning district OSR standard) X <u>  0.35  </u></p> <p>Equals <b>MINIMUM REQUIRED ON-SITE OPEN SPACE</b> =</p>	<p>1.092 acres</p>
<p><b>STEP 2:</b></p>	<p><b>CALCULATE NET BUILDABLE SITE AREA:</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>  3.12  </u></p> <p>Subtract <i>Total Resource Protection Land</i> from Table 15-3 0503) or <i>Minimum Required On-Site Open Space</i> (from Step 1 above) whichever is greater <u>  1.092  </u> -</p> <p>Equals <b>NET BUILDABLE SITE AREA</b> =</p>	<p>2.028 acres</p>
<p><b>STEP 3:</b></p>	<p><b>CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:</b></p> <p>Take <i>Net Buildable Site Area</i> (from Step 2 above) <u>  2.028  </u></p> <p>Multiple by Maximum <i>Net Density (ND)</i> (see specific residential zoning district ND standard) X <u>  40  </u></p> <p>Equals <b>MAXIMUM NET DENSITY YIELD OF SITE</b> =</p>	<p>81.12 DU s</p>
<p><b>STEP 4:</b></p>	<p><b>CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:</b></p> <p>Take <i>Base Site Area</i> (from Step 5 of Table 15-3 0502) <u>  3.12  </u></p> <p>Multiple by Maximum <i>Gross Density (GD)</i> (see specific residential zoning district GD standard) X <u>  40  </u></p> <p>Equals <b>MAXIMUM GROSS DENSITY YIELD OF SITE</b> =</p>	<p>124.8 DU s</p>
<p><b>STEP 5:</b></p>	<p><b>DETERMINE MAXIMUM PERMITTED D U s OF SITE</b></p> <p>Take the <i>lowest</i> of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above)</p>	<p>81 DU s</p>

Badax Nonresidential

**Table 15-3.0502  
WORKSHEET FOR THE CALCULATION OF BASE SITE AREA  
FOR ~~BOTH RESIDENTIAL AND~~ NONRESIDENTIAL DEVELOPMENT**

<b>STEP 1:</b>	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property	3.12 Acres
<b>STEP 2:</b>	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area	0          acres
<b>STEP 3:</b>	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space	0          acres
<b>STEP 4:</b>	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract ( ) the land proposed for nonresidential uses, or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract ( 2.98) the land proposed for residential uses	2.98 acres
<b>STEP 5:</b>	Equals "Base Site Area"	= 0.14 acres



**Table 15-3.0503  
WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND**

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

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

Table 15-3.0504

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

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

Table 15-3.0505

**WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND CAPACITY FOR NONRESIDENTIAL DEVELOPMENT**

<p>STEP 1:</p>	<p><b>CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE:</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15 3 0502)    0 14 _____</p> <p>Multiple by Minimum <i>Landscape Surface Ratio (LSR)</i> (see specific zoning district LSR standard)    X    0 45 _____</p> <p>Equals <b>MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE</b>        =</p>	<p>0.063 acres</p>
<p>STEP 2:</p>	<p><b>CALCULATE NET BUILDABLE SITE AREA:</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15 3 0502)    0 14 _____</p> <p>Subtract <i>Total Resource Protection Land</i> from Table 15-3 0503) or <i>Minimum Required Landscape Surface</i> (from Step 1 above), whichever is greater    <u>0.063</u> _____</p> <p>Equals <b>NET BUILDABLE SITE AREA</b>                                        =</p>	<p>0.077 acres</p>
<p>STEP 3:</p>	<p><b>CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE:</b></p> <p>Take <i>Net Buildable Site Area</i> (from Step 2 above)        0 077 _____</p> <p>Multiple by Maximum <i>Net Floor Area Ratio (NFAR)</i> (see specific nonresidential zoning district NFAR standard) X    2 _____</p> <p>Equals <b>MAXIMUM NET FLOOR AREA YIELD OF SITE</b>                        =</p>	<p>0 154 acres</p>
<p>STEP 4:</p>	<p><b>CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE:</b></p> <p>Take <i>Base Site Area</i> (from Step 5 of Table 15-3 0502)    0 14 _____</p> <p>Multiple by Maximum <i>Gross Floor Area Ratio (GFAR)</i> (see specific nonresidential zoning district GFAR standard) X    1 _____</p> <p>Equals <b>MAXIMUM GROSS FLOOR AREA YIELD OF SITE</b>                        =</p>	<p>0 14 acres</p>
<p>STEP 5:</p>	<p><b>DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE:</b></p> <p>Take the <i>lowest</i> of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above)</p> <p>(Multiple results by 43,560 for maximum floor area in square feet)</p>	<p>0 14 acres ( _6,098 _____ s f )</p>

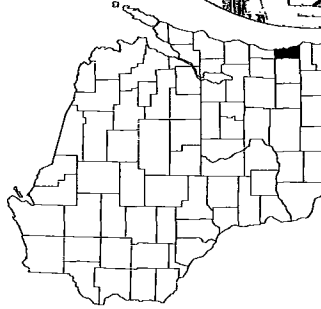
# BADAX

## 8240 OLD LOOMIS RD, FRANKLIN, WI

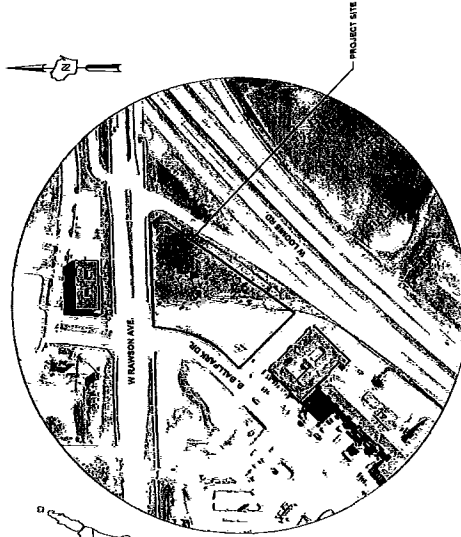
### CIVIL ENGINEERING PLANS

PREPARED BY:

**THE SIGMA GROUP**  
 Single Source. Sound Solutions.  
 www.thesigmagroup.com  
 1300 West Canal Street  
 Milwaukee, WI 53233  
 Phone 414-643-2100  
 Fax 414-643-4210



**SITE LOCATION MAP:**  
 NOT TO SCALE

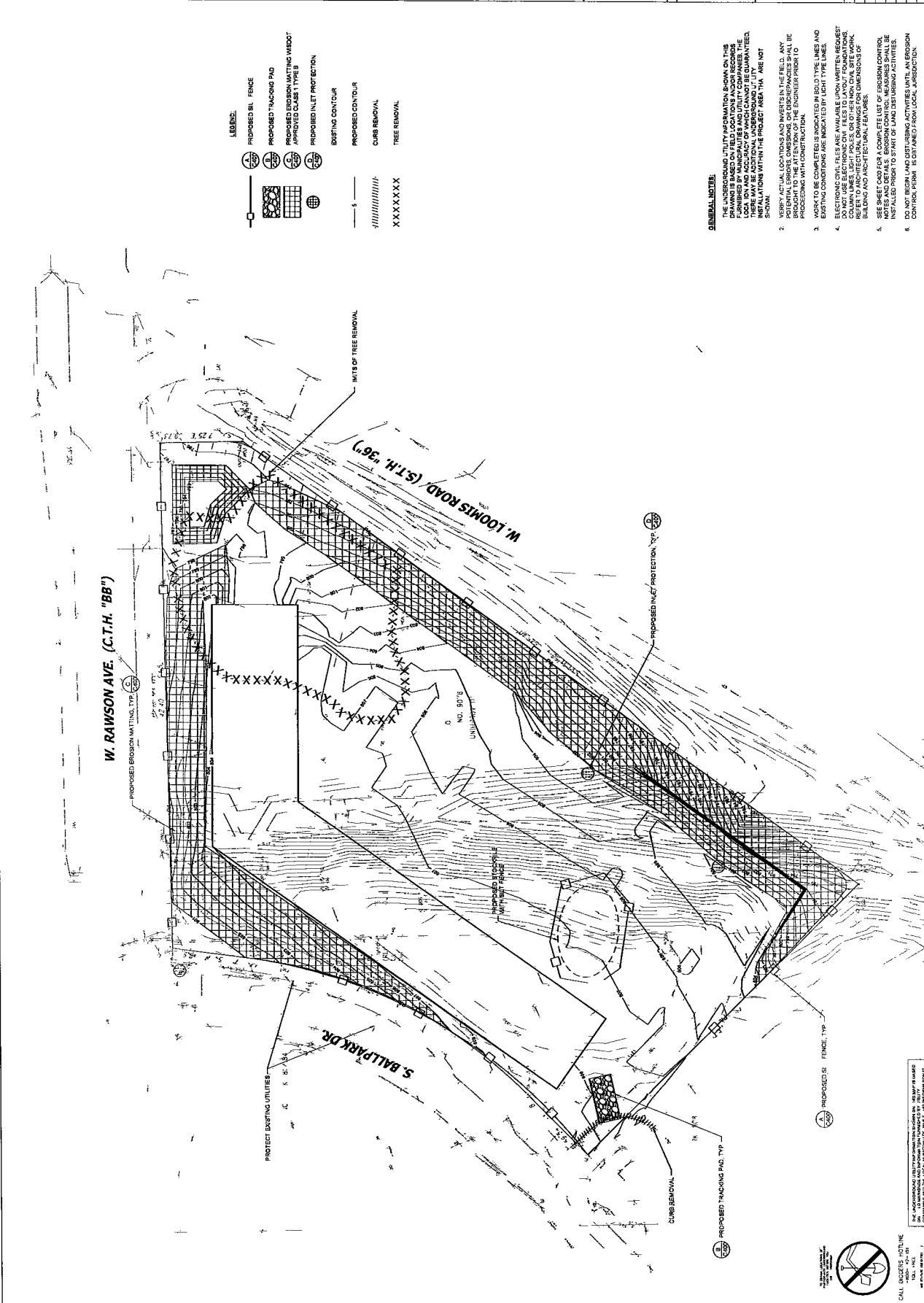


SHEET INDEX	
SHEET NO	DESCRIPTION
C000	COVER SHEET
C001	GENERAL NOTES
C002	SITE DRAINAGE AND EROSION CONTROL PLAN
C003	SITE DRAINAGE PLAN
C004	GRADING PLAN
C005	UTILITY PLAN
C006	EROSION CONTROL DETAILS
C007	DETAILS
C008	DETAILS
C009	DETAILS
C010	DETAILS
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C012	DETAILS
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C200	DETAILS

CITY SUBMITTAL: XXX



SCALE	1" = 20'
PROJECT NO.	21034
DESIGN DATE	2020.04.07
DRAWN BY	
CHECKED BY	
APPROVED BY	
SHEET NO.	C002



- GENERAL NOTES:**
1. THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS PLAN IS BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS AND VERIFIED THE INFORMATION. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN ON THIS PLAN. THE CONTRACTOR SHALL VERIFY ALL UTILITIES WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
  2. ALL UTILITIES LOCATIONS AND DEPTHS IN THE FIELD MAY VARY FROM THE INFORMATION SHOWN ON THIS PLAN. ANY POTENTIAL ERRORS, OMISSIONS OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION.
  3. ALL EXISTING CONDITIONS ARE INDICATED BY LIGHT TYPE LINES AND EXISTING DIMENSIONS ARE INDICATED BY DIMENSION LINES.
  4. ELECTRONIC CIVIL FILES ARE AVAILABLE UPON WRITTEN REQUEST. DO NOT USE ELECTRONIC CIVIL FILES TO LAYOUT FOUNDATIONS, STRUCTURES, OR UTILITIES. ALL DIMENSIONS SHALL REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF BUILDING AND ARCHITECTURAL FEATURES.
  5. SEE SHEET C001 FOR A COMPLETE LIST OF EROSION CONTROL MEASURES AND MATERIALS TO BE USED. ALL MATERIALS MUST BE FIELDED PRIOR TO START OF LAND DISTURBING ACTIVITIES.
  6. DO NOT BEGIN LAND DISTURBING ACTIVITIES UNTIL AN EROSION CONTROL PERM IS OBTAINED FROM LOCAL JURISDICTION.

**CALL OUTS:** 101 LINE  
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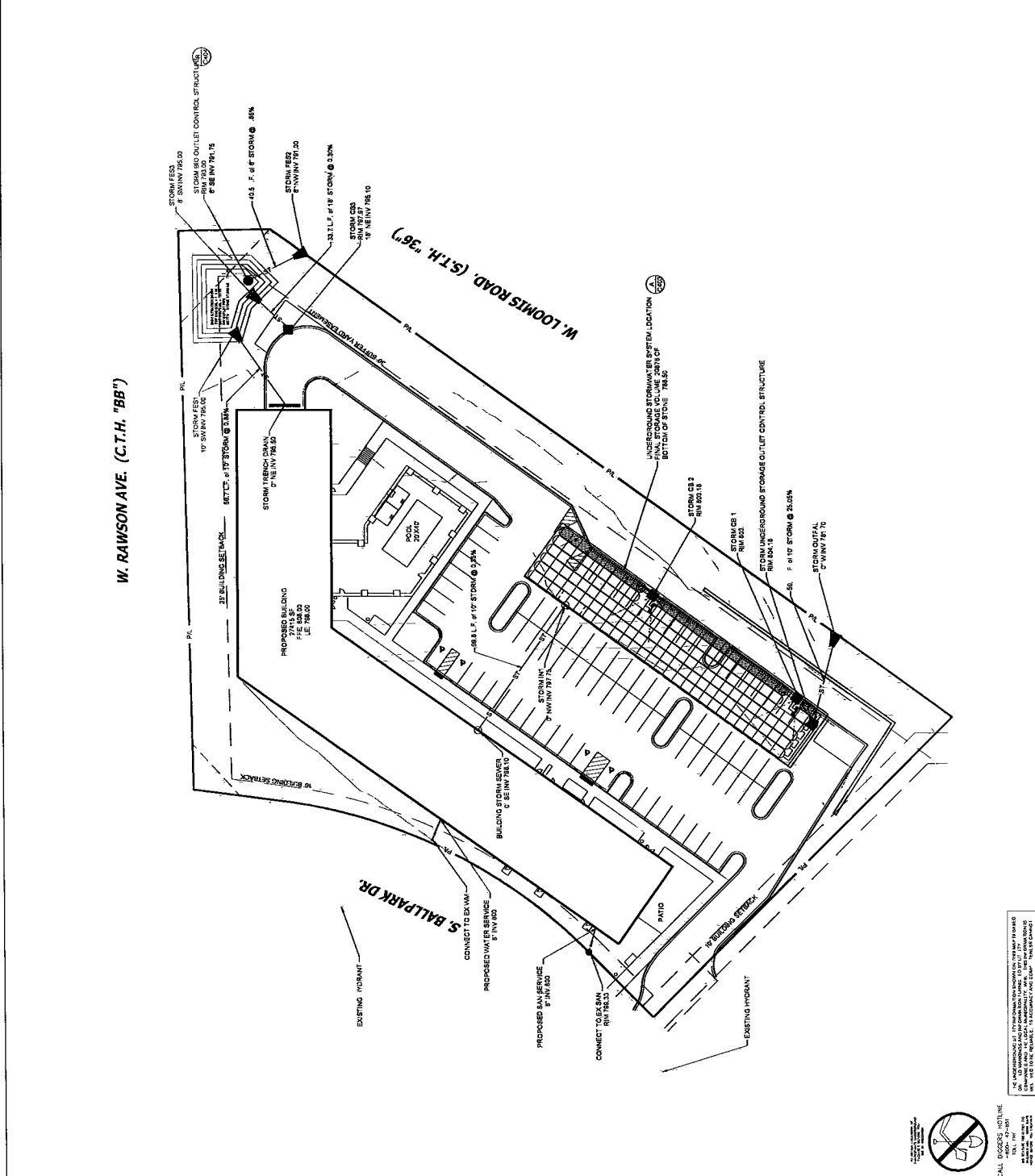




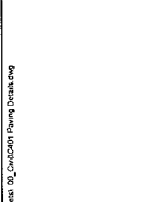
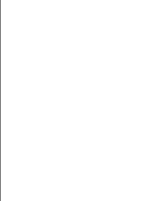
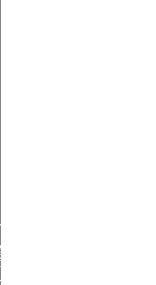
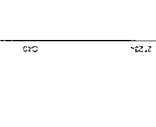
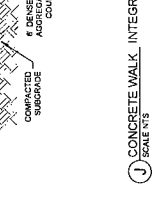
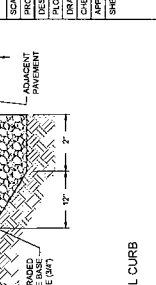
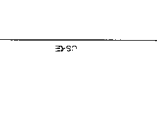
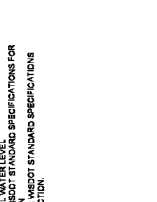
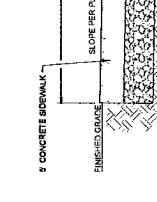
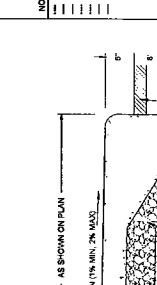
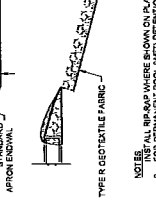
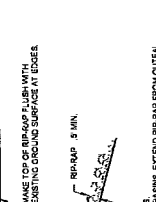
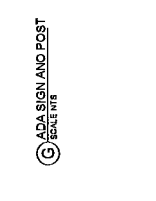
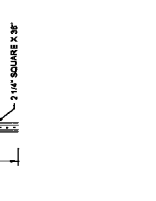
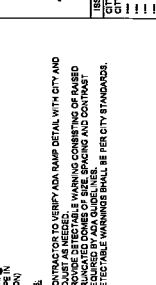
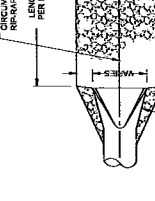
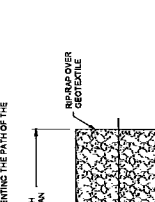
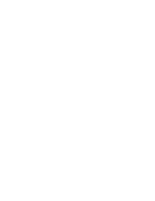
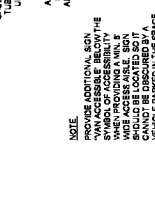
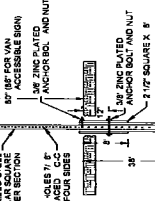
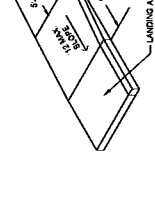
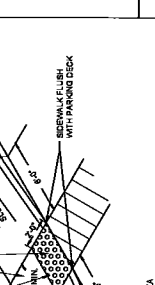
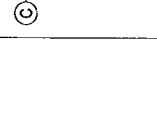
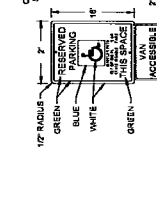
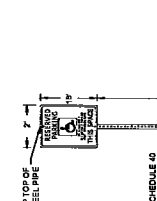
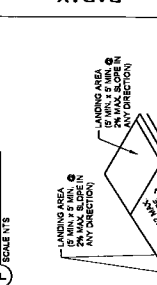
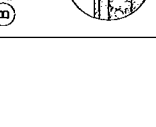
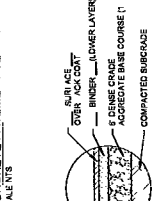
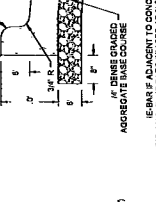
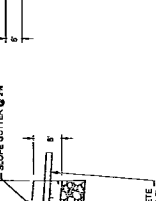
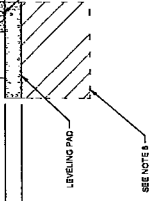
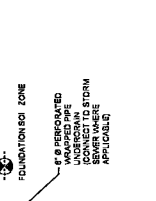
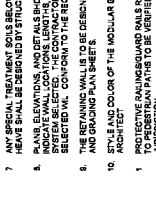
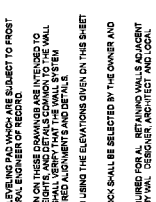
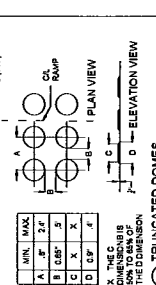
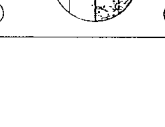
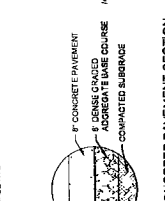
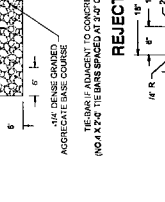
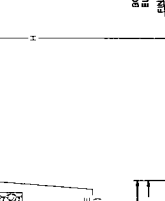
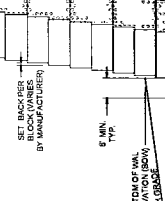
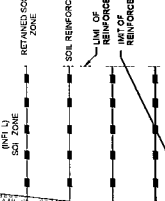
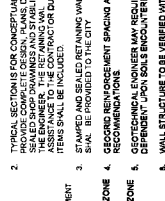
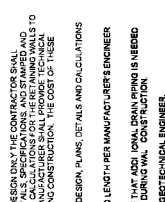
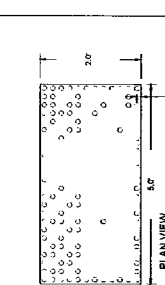
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NO. REVISION	
DATE	

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DESIGN DATE	2023.04.07
PLANT DATE	
DRAWN BY	
CHECKED BY	
APPROVED BY	
SHEET NO.	C300

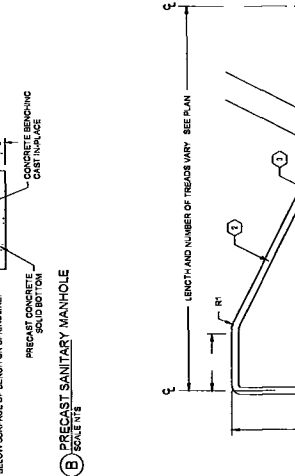
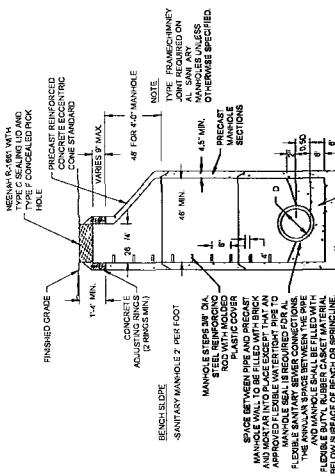
- LEGEND:**
- PROPOSED WATER SERVICE
  - PROPOSED SANITARY SERVICE
  - PROPOSED GAS SERVICE
  - PROPOSED 2" DIA. UNDERGROUND SANITARY MANHOLE
  - PROPOSED ELECTRICAL SERVICE
  - PROPOSED TELEPHONE SERVICE
  - PROPOSED GAS SERVICE
  - PROPOSED STORM INLET
  - PROPOSED OUTLET CONTROL STRUCTURE
  - PROPOSED SANITARY MANHOLE
  - PROPOSED FLARED BIO SECTION
- GENERAL NOTES:**
- THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS DRAWING IS BASED ON FIELD LOCATIONS AND/OR RECORDS. FIELD LOCATIONS AND/OR RECORDS MAY BE INCOMPLETE. THERE MAY BE ADDITIONAL UNDERGROUND UTILITY INFORMATION WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
  - VERIFY ACTUAL LOCATIONS AND INVERTS IN THE FIELD. ANY POTENTIAL ERRORS, OMISSIONS OR DISCREPANCIES SHALL BE IDENTIFIED AND CORRECTED PRIOR TO THE ENGINEER'S PROCEEDING WITH CONSTRUCTION.
  - WORK TO BE COMPLETED IS INDICATED BY BOLD TYPE LINES AND EXISTING CONDITIONS ARE INDICATED BY LIGHT TYPE LINES.
  - ELECTRICIAN SHALL BE AVAILABLE UPON WRITTEN REQUEST TO VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF BUILDING AND ARCHITECTURAL DETAILS. ALL WORK SHALL BE COMPLETED WITHIN THE PUBLIC RIGHT OF WAY.
  - PRIVATE STORM INLET IN PAVEMENT SHALL REQUIRE DRAIN TILE TO BE INSTALLED TO THE STREET GRADE FOR STORM INLET IN CURB AND OUTER WARE LOCAL USE CHANGE.
  - WORK IN PUBLIC RIGHT OF WAY SHALL FOLLOW WATER AND INSTALLATION REQUIREMENTS PER MUNICIPAL AND/OR COUNTY ORDINANCES.
  - PRIVATE STORM SEWER 3" DIA. DIAMETER OR LARGER SHALL BE INSTALLED TO THE STREET GRADE. PRIVATE WATER MAIN SHALL BE CLASS 200 OR 15 PVC. PRIVATE SANITARY MAIN SHALL BE CLASS 200 OR 15 PVC. PRIVATE SANITARY MAIN SHALL BE CLASS 200 OR 15 PVC.
  - COORDINATE FINAL LOCATION AND DESIGN OF PRIVATE UTILITY SERVICES (ELECTRIC, GAS, PHONE, CABLE, WIRELESS, ETC.) WITH LOCAL UTILITIES.
  - IF PROJECT IS DESIGN BUILT, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DESIGN OF ALL UTILITY SERVICES (ELECTRIC, GAS, PHONE, CABLE, WIRELESS, ETC.) WITH LOCAL UTILITIES PRIOR TO STARTING UNDERGROUND UTILITY CONSTRUCTION.
  - WATER MAIN CONNECTION, TAP WATER MAIN SIZE AND LOCATION INDICATED ON PLAN IN ACCORDANCE WITH LOCAL ORDINANCES. WATER MAIN SHALL BE RESTRAINED FROM CONNECTION OF WATER MAIN TO BUILDING WALL, STORM JOINT AND MECHANICAL CONNECTIONS. INSTALL MECHANICAL JOINTS AND MECHANICAL CONNECTIONS. INSTALL MECHANICAL JOINTS AND MECHANICAL CONNECTIONS AS APPROVED BY LOCAL PLUMBING INSPECTOR AND WATER UTILITY. INSTALL THROUGH PENETRATIONS AT SECOND FLOOR FOR ALL FLOOR PENETRATIONS.
  - INSTALL JOINT RESTRAINT AND CONCRETE THROST BLOCS AT ALL OFFSET FITTINGS (TEES, BENDS, BOG BENDS, VALVES, THROST BLOCS SHALL BE INSTALLED PER TABLE 4.4.5.8 OF THE 2023 INTERNATIONAL PLUMBING AND MECHANICAL CODE. CONSTRUCTION IN MASSACHUSETTS SEE DETAIL FOR MINIMUM LENGTH OF RESTRAINED JOINT REQUIRED. SUBMIT JOINT RESTRAINT AND CONSTRUCTION DETAILS INCLUDING FLOOR AND MECHANICAL CONNECTIONS.



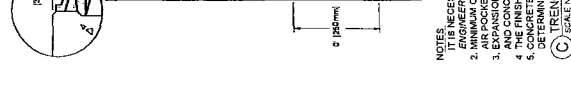
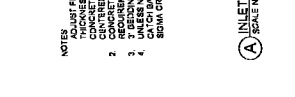
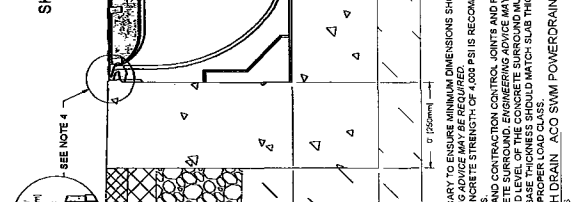
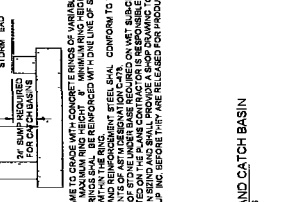
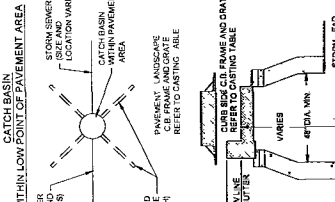
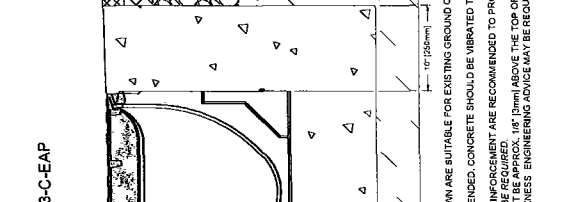
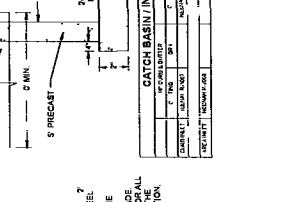
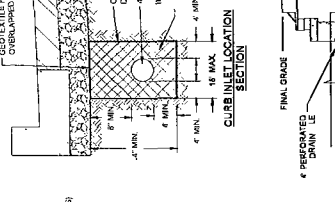
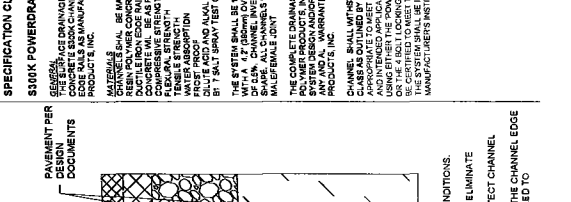
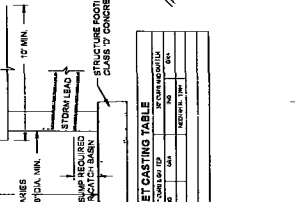
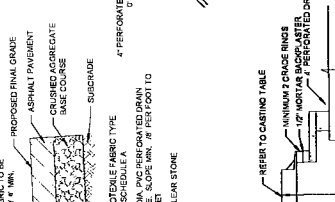
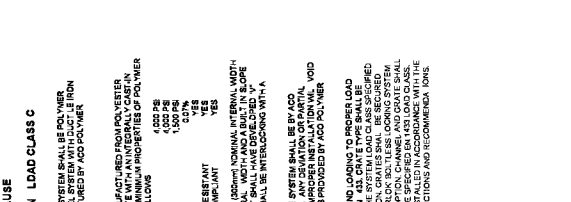
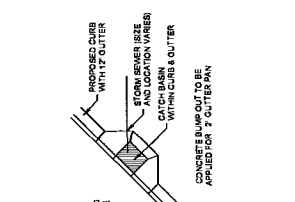
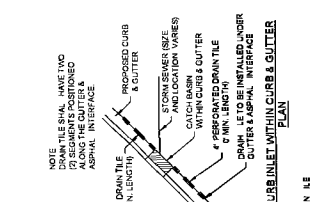
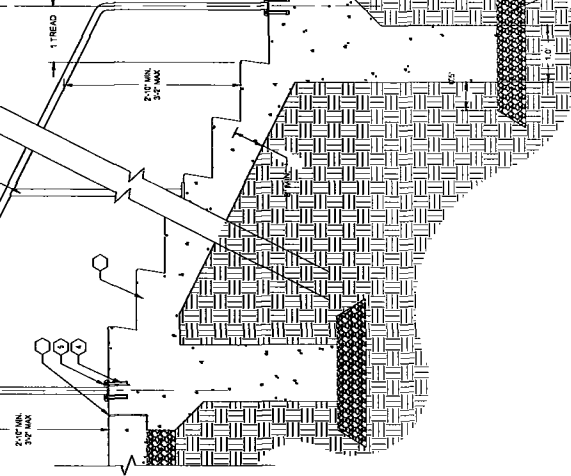




- NOTES:**
- CONCRETE FRAMEWORK TO ACCORDANCE WITH ALL LOCAL AND STATE REQUIREMENTS AND SPECIFICATIONS FOR SEWER AND WATER.
  - ADJUST FRAME TO GRADE WITH CONCRETE RINGS OF MINIMUM THICKNESS OF 2" CONCRETE RINGS SHALL BE REINFORCED WITH ONE LINE OF STEEL BARS PER RING. ALL REINFORCEMENT SHALL BE PLACED WITHIN THE CONCRETE RINGS SHALL BE GROUDED TO RECEIVE STEEL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION A618.
  - CONCRETE AND REINFORCEMENT STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION A618.
  - JOINTS SHALL BE WATER TIGHT AND SHALL BE MADE WITH AN EPDM RUBBER GASKET.
  - ALL JOINTS SHALL BE REINFORCED WITH 2" CONCRETE RINGS PER LINEAL FOOT MIN.
  - ALL JOINTS SHALL BE REINFORCED WITH 2" CONCRETE RINGS PER LINEAL FOOT MIN. OTHERS AS SPECIFIED.
  - 3" OF BEDDING STONE UNDER BASE.
  - ALL MANHOLE RINGS SHALL BE PROVIDED WITH EXTERNAL CHAINWELL SEALS AND SELF-SEALING JOINTS WITH CONCEALED PICK-HOLE.
  - UNLESS NOTED ON THE PLAN, THE MANHOLE SHALL BE REINFORCED WITH ALL MANHOLE RINGS AND SHALL PROVIDE A 30-POUND WEIGHTED COVER.
  - THIS PLAN RELEASED FOR PRODUCTION.



- NOTE:** CONTRACTOR TO SUBMIT ENGINEERED SHOP DRAWINGS FOR MANHOLE INCLUDING ALL INFORMATION FOR APPROVAL BY OWNER AND/OR ENGINEER. ALL SHOP DRAWINGS SHALL BE FREE OF SHARP EDGES AND BURRS. ALL CONCRETE REINFORCEMENT PER STRUCTURAL ENGINEER.
- SEEDED REEBER
  - CAST IN PLACE CONCRETE BRIMWAY
  - IF GALVANIZED STEEL RAIL, IT SHALL REQUIRE A PROTECTIVE COATING TO PREVENT CORROSION AT JOINTS IN BOTTOM COATED FLUSH SET SCREW.
  - IF GALVANIZED STEEL SUPPORT PORTS, SADDLE END WITH EPOXY PATCHED PLATE COVER CENTER SUPPORT AT ALL RAILING/STAIR TREADS.
  - STEEL 1/4" x 1/4" MIN. HANDHOLD BRACKET ATTACHED TO EACH END OF RAIL AND SHALL BE EMBEDDED IN CONCRETE.
  - 2" x 4" 1/2" THE EPOXY PATCHED PLATE, SECURE WITH AN EPOXY PATCHED PLATE ON APPROXIMATE SOUL.
  - DRIVE CHAINED BASE
  - EXPANDED JOINT WITH FLY SPACER AND JOINT FILLER MATERIAL
  - ADJACENT PAVEMENT MATERIAL
  - COMPACTED SUBGRADE



NOTES:

- TO BE USED AS A GUIDE. MINIMUM DIMENSIONS SHOWN ARE SUITABLE FOR EXISTING GROUND CONDITIONS. ENGINEERING ADVICE MAY BE REQUIRED.
- MINIMUM CONCRETE STRENGTH OF 4,000 PSI IS RECOMMENDED. CONCRETE SHOULD BE VIBRATED TO ELIMINATE AIR POCKETS.
- CONTRACTOR TO CONSTRUCTION CONTROL JOINTS AND REINFORCEMENT ARE RECOMMENDED TO PROTECT CHANNEL AND CONCRETE SURROUND. ENGINEERING ADVICE MAY BE REQUIRED.
- THE FINISHED LEVEL OF THE CONCRETE SURROUND MUST BE APPROX. 10" (25mm) ABOVE THE TOP OF THE CHANNEL EDGE AND THE FINISHED SURROUND MUST BE REINFORCED TO DETERMINE PROPER LOAD CLASS.
- SEE NOTE 4.

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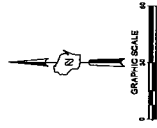










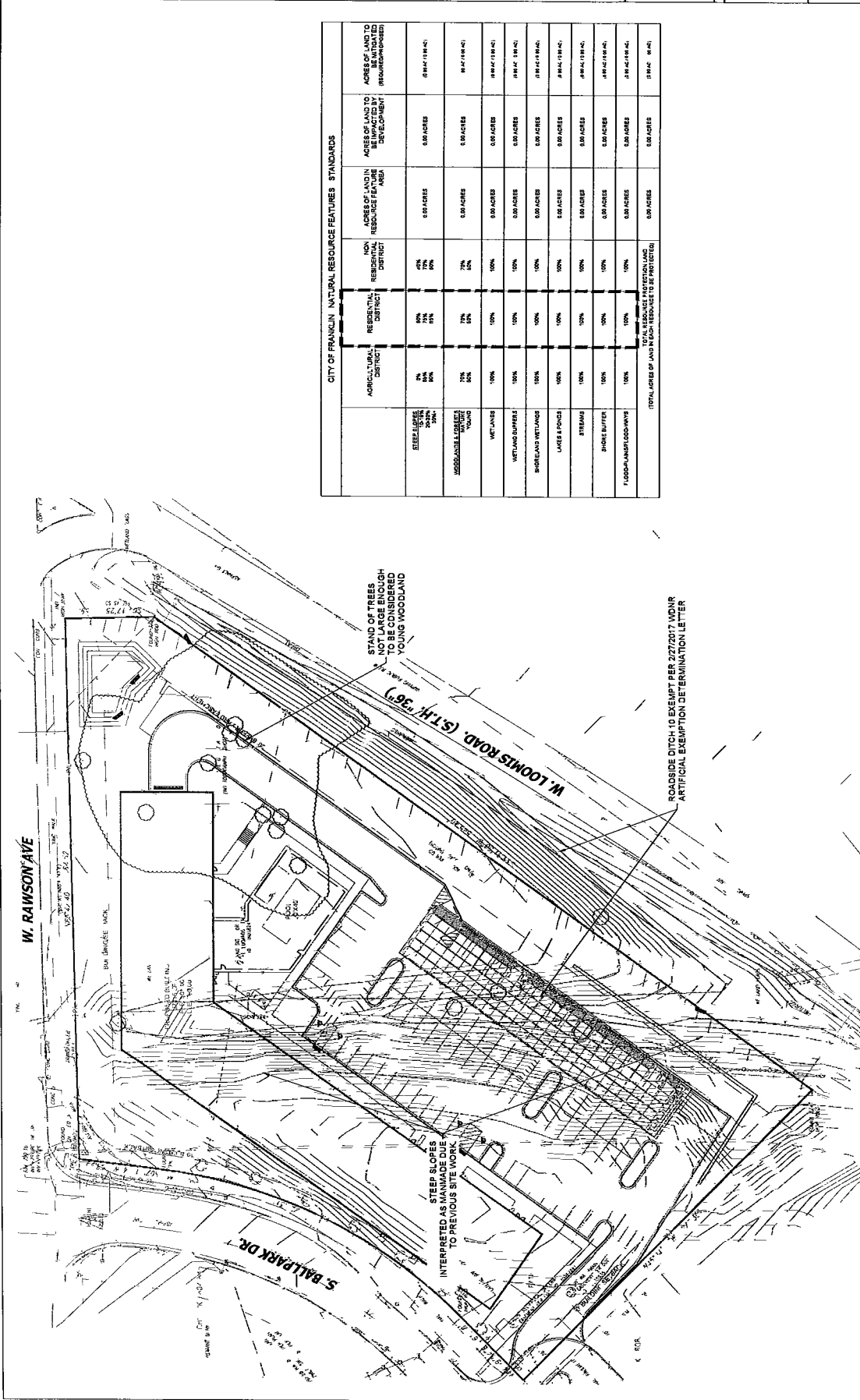


**BADAX**  
 8240 OLD LOOMIS RD  
 FRANKLIN, WI  
 NATURAL RESOURCE PROTECTION PLAN

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

REVISION: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY: FRANKLIN DATE: 04/27/2023  
 NO. REVISION: \_\_\_\_\_ DATE: \_\_\_\_\_

SCALE	1" = 20'
PROJECT NO.	13374
DESIGN DATE	2023.04.18
DRAWN BY	---
CHECKED BY	---
APPROVED BY	---
SHEET NO.	EX2



**CITY OF FRANKLIN NATURAL RESOURCE FEATURES STANDARDS**

RESOURCE TYPE	AGRICULTURAL DISTRICT	RESIDENTIAL DISTRICT	NON-RESIDENTIAL DISTRICT	ACRES OF LAND IN RESOURCES PROTECTION AREA	ACRES OF LAND TO BE DEVELOPED	ACRES OF LAND TO BE DEVELOPED (RECOMMENDED)
STEEPSLOPES	100%	100%	100%	0.00 ACRES	0.00 ACRES	0.00 AC (100%)
WETLANDS	100%	100%	100%	0.00 ACRES	0.00 ACRES	0.00 AC (100%)
WETLAND BUFFERS	100%	100%	100%	0.00 ACRES	0.00 ACRES	0.00 AC (100%)
SHORELAND WETLANDS	100%	100%	100%	0.00 ACRES	0.00 ACRES	0.00 AC (100%)
LAKES & PONDS	100%	100%	100%	0.00 ACRES	0.00 ACRES	0.00 AC (100%)
STREAMS	100%	100%	100%	0.00 ACRES	0.00 ACRES	0.00 AC (100%)
SHORE BUFFERS	100%	100%	100%	0.00 ACRES	0.00 ACRES	0.00 AC (100%)
FLOODPLAIN BUFFERS	100%	100%	100%	0.00 ACRES	0.00 ACRES	0.00 AC (100%)
<b>TOTAL ACRES BY LAND USE CATEGORY</b>						
<b>TOTAL ACRES OF LAND TO BE PROTECTED</b>				0.00 ACRES	0.00 ACRES	0.00 AC (100%)

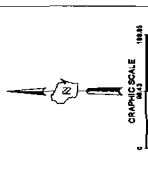
**NATURAL RESOURCE MITIGATION AREAS**

RESOURCE TYPE	MATURE WOODLANDS	YOUNG WOODLANDS	WETLANDS
MITIGATION AREA REQUIRED	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)
MITIGATION AREA PROVIDED	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)
<b>TOTAL MITIGATION AREA PROVIDED</b>			
0.00 PAC (0%)			

**NATURAL RESOURCE FEATURE AREAS**

RESOURCE TYPE	MATURE WOODLANDS	YOUNG WOODLANDS	WETLANDS	WETLAND BUFFERS	WETLAND SETBACK	STEEP SLOPES	STEEP SLOPES	STEEP SLOPES
TOTAL AREA	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)
AREA TO BE EXCLUDED	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)
AREA TO BE INCLUDED	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)	0.00 PAC (0%)

\*WETLAND EXEMPT PER 237.0071 UNDER ARTIFICIAL EXEMPTION DETERMINATION LETTER  
 \*\*STEEP SLOPES ARE PRIMARILY MANMADE AND THEREFORE EXCLUDED FROM THE CALCULATIONS



**BADAX**  
 8240 OLD LOOMIS RD  
 FRANKLIN, WI  
 OVERALL LANDSCAPE PLAN

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

CITY SUBMITTAL DATE	03/27/2022
DATE	04/07/2024
NO. REVISION	

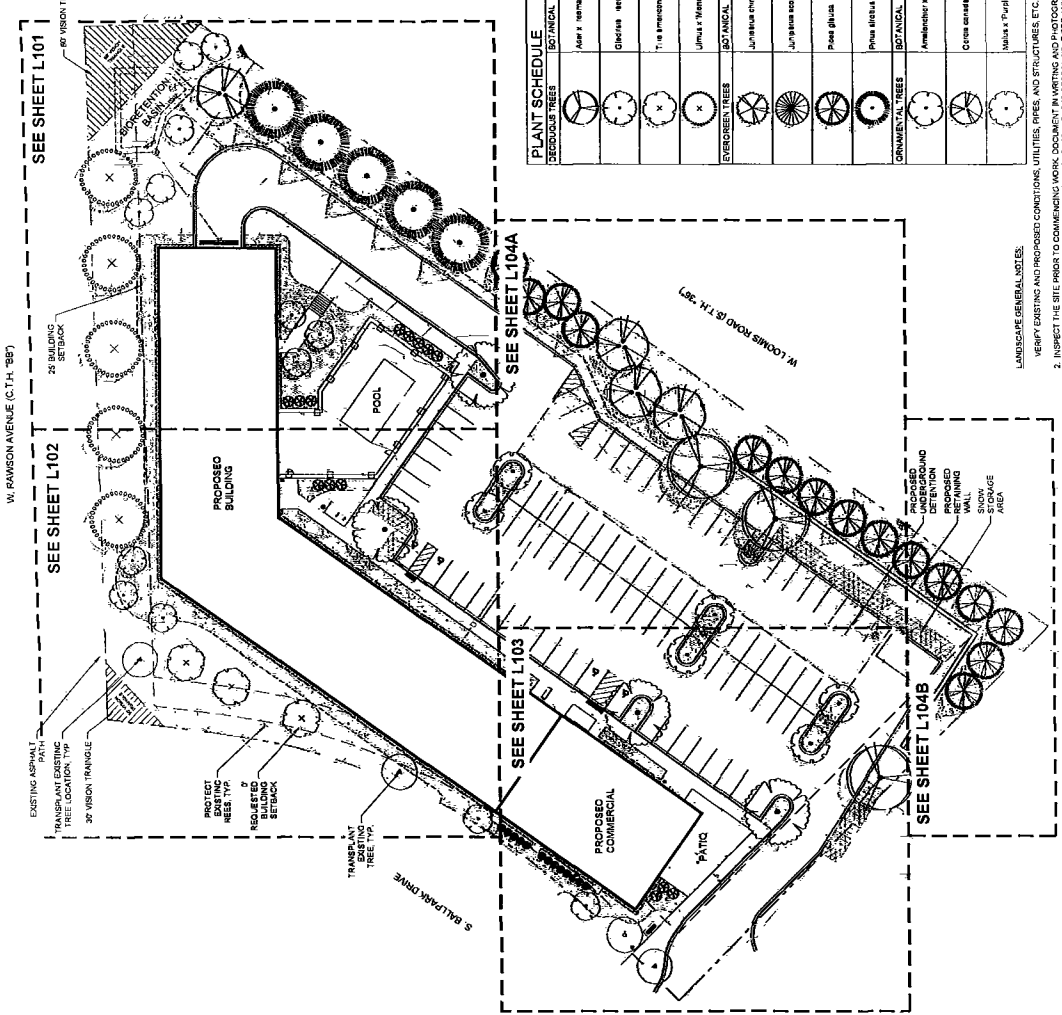
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PROJECT NO.	21234
DESIGN DATE	---
PLOT DATE	2023.04.07
DRAWN BY	---
CHECKED BY	---
APPROVED BY	---
SHEET NO.	L100

- LANDSCAPE LEGEND:**
- TURFGRASS SEED
  - HARDWOOD BARK MULCH
  - PROPERTY LINE
  - EXISTING EVERGREEN TREE
  - EXISTING DECIDUOUS TREE
  - EXISTING TREE TO BE TRANSPLANTED
  - EXISTING TREE TRANSPALANT LOCATION
  - PERENNIAL PLUGS
  - SNOW STORAGE

City of Franklin Landscaping Requirements

Overall Type	Minimum (Dry Shade)	Residential	Proposed
Tree Species (or Size)	N/A	N/A	N/A
Minimum Height (ft.)	13/20	15	15*
Minimum Spread (ft.)	17/20	10	10*
Minimum Root Spread (ft.)	17/20	10	10*
Minimum Root Spread (ft.)	17/20	10	10*

\*PLANTING REQUIREMENTS TO BE COORDINATED WITH CITY OF FRANKLIN IN COMPLIANCE WITH USE RESTRICTIONS AND PLANTING SCHEDULES FOR PUBLIC COMMONS.

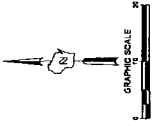


PLANT SCHEDULE	BOTANICAL COMMON NAME	SIZE	CONTAINER QTY	DEEDUCOUS SHRUBS	BOTANICAL COMMON NAME	SIZE	CONTAINER QTY
DEEDUCOUS TREES	Aster sp. 'Jeffrey's'	2.5' Cal	3	Deer's Bush	Deer's Bush	5 gal	16
	Gleditsia triacanthos	2.5' Cal	4	Hydrangea arborescens	Hydrangea arborescens	5 gal	20
	Tilia americana	2.5' Cal	3	Hydrangea paniculata	Hydrangea paniculata	5 gal	12
	Juniperus horizontalis	2.5' Cal	5	Hydrangea serrata	Hydrangea serrata	5 gal	3
	Juniperus procumbens	2.5' Cal	14	Rosa arvensis	Rosa arvensis	5 gal	48
	Juniperus horizontalis	2.5' Cal	13	Syringa latifolia	Syringa latifolia	5 gal	3
	Juniperus horizontalis	2.5' Cal	5	Spirea latifolia	Spirea latifolia	5 gal	26
	Juniperus horizontalis	2.5' Cal	13	Yucca filamentosa	Yucca filamentosa	5 gal	7
	Juniperus horizontalis	2.5' Cal	5	Chamaecyparis stricta	Chamaecyparis stricta	5 gal	87
	Juniperus horizontalis	2.5' Cal	5	Penstemon	Penstemon	5 gal	74
	Juniperus horizontalis	2.5' Cal	13	Penstemon	Penstemon	5 gal	85
	Juniperus horizontalis	2.5' Cal	5	Penstemon	Penstemon	5 gal	42
	Juniperus horizontalis	2.5' Cal	5	Penstemon	Penstemon	5 gal	26
	Juniperus horizontalis	2.5' Cal	5	Penstemon	Penstemon	5 gal	22
	Juniperus horizontalis	2.5' Cal	5	Penstemon	Penstemon	5 gal	57
	Juniperus horizontalis	2.5' Cal	5	Penstemon	Penstemon	5 gal	50
	Juniperus horizontalis	2.5' Cal	5	Penstemon	Penstemon	5 gal	100
	Juniperus horizontalis	2.5' Cal	5	Penstemon	Penstemon	5 gal	18

- LANDSCAPE GENERAL NOTES:**
- VERIFY EXISTING AND PROPOSED CONDITIONS, UTILITIES, PILES, AND STRUCTURES ETC. PRIOR TO BEGINNING CONSTRUCTION.
  - INSPECTOR'S SIGNATURE AND COMMENCEMENT DATE SHALL BE OBTAINED PRIOR TO BEGINNING CONSTRUCTION. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE NOT DOCUMENTED IN THE PHOTOGRAPH PRIOR TO COMMENCEMENT OF RESTORATION ACTIVITIES.
  - COORDINATE THE INSTALLATION OF PLANT MATERIAL WITH INSTALLATION OF ADJACENT PAVEMENTS, DRAINAGE, CURB RELATED STRUCTURES WITH OTHER TRADES.
  - RESTORE AREAS OF THE SITE OR ADJACENT AREAS, WHERE DISTURBED DURING CONSTRUCTION, TO EXISTING CONDITIONS AND IMPROVEMENTS IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
  - CONTRACTOR SHALL PROTECT EXISTING TREES AND UTILITIES. ALL PROTECTION SHALL BE INSTALLED PRIOR TO BEGINNING CONSTRUCTION. ALL PROTECTION SHALL BE INSTALLED PRIOR TO BEGINNING CONSTRUCTION. ALL PROTECTION SHALL BE INSTALLED PRIOR TO BEGINNING CONSTRUCTION.
  - PROVIDE 2" DOUBLE SHEDDED DARK MULCH FOR ALL PLANTED TREES, SHRUBS AND LANDSCAPE BEDS.
  - IF SITE WATERING PROVIDED BY HOSE BIBS.
  - PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF TWO (2) YEARS FROM TIME OF OWNER ACCEPTANCE.







BADAX  
 8240 OLD LOOMIS RD  
 FRANKLIN, WI  
 LANDSCAPE ENLARGEMENT

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

DATE: 03/17/22  
 CITY: FRANKLIN, WI  
 CITY RESIDENTIAL

NO. REVISION: \_\_\_\_\_ DATE: \_\_\_\_\_

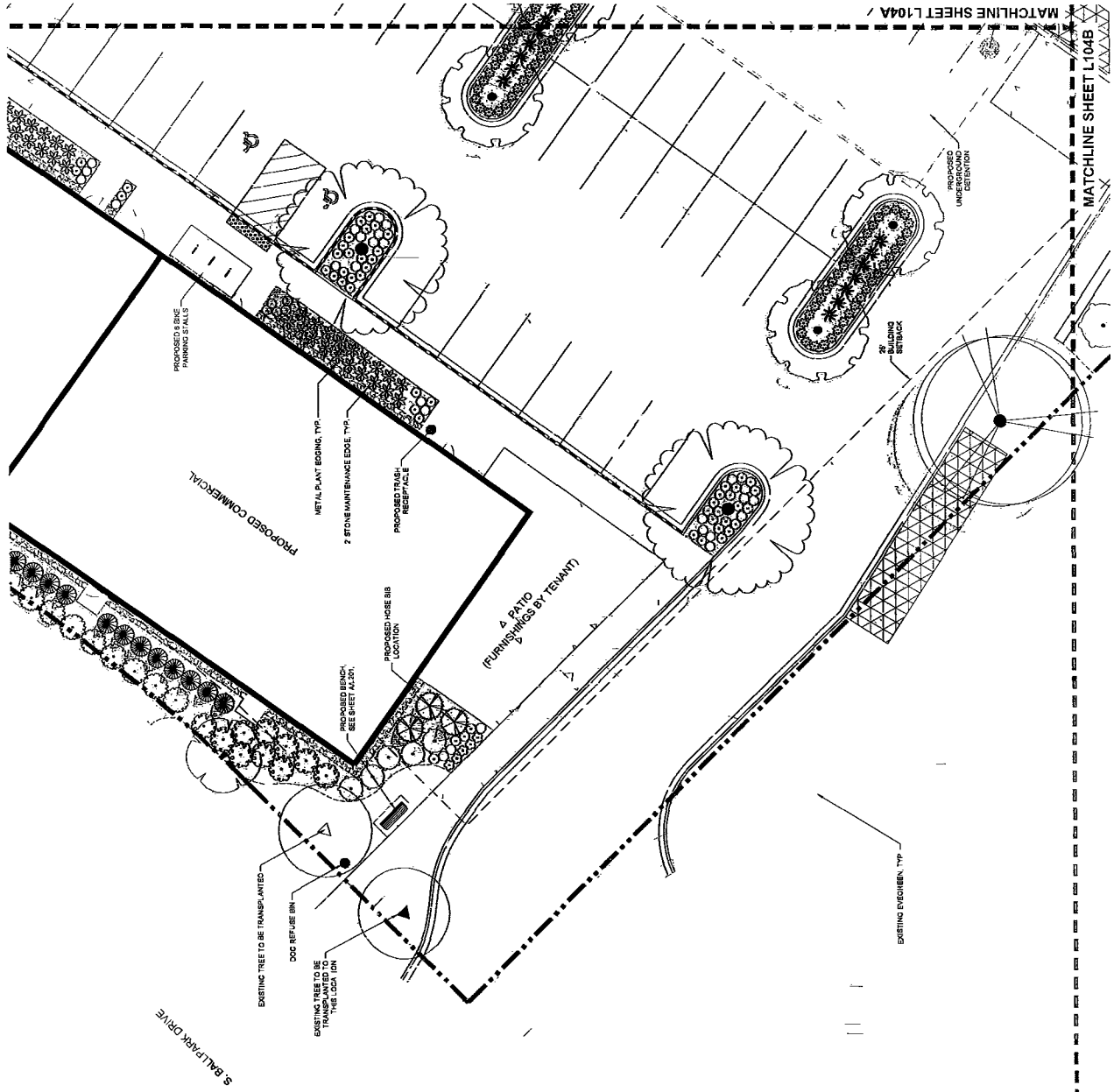
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PROJECT NO.	22204
DESIGN DATE	---
PILOT DATE	2023.04.07
DRAWN BY	---
CHECKED BY	---
APPROVED BY	---
SHEET NO.	L103

**LANDSCAPE LEGEND:**

- TURFGRASS SEED
- HARDWOOD BARK MULCH
- PLANT BED
- DECORATIVE STONE MULCH
- UPLAND MEADOW SEED MIX
- PERENNIAL PLUSS
- SNOW STORAGE
- PLANT EDGING
- PROPERTY LINE
- EXISTING EVERGREEN TREE
- EXISTING DECIDUOUS TREE
- EXISTING TREE TO BE TRANSPANTED
- EXISTING TREE TRANSPLANT LOCATION

**PLANT KEY**

BOTANICAL COMMON NAME	BOTANICAL COMMON NAME
<b>DECIDUOUS TREES</b>	<b>PERENNIALS</b>
Aster x nemorosus 'Jefferson' Autumn Blaze® Franchin Maple	Cornus x jehoi 'Jehoi' Fall Interest
Claytonia virginiana 'Carina' Thicket® Heavy Linum	Ericaceae subsp. 'Magnus' Magnus Purple Cornflower
Tilia americana 'Spatula' Redwood American Linden	Hemerocallis 'Happy Returns' Happy Returns Daily
Ulmus x 'Nimbus' Ancestor™ Elm	Nelsonia x 'Haleasi' 'Volcanic Low' Volcanic Low Plant
<b>EVERGREEN TREES</b>	Rubusosa 'Highway' Cranberry
Juniperus horizontalis 'Spartan' Fountain Juniper	Salvia nemorosa 'Evelyn' Eevee® Franchin Mouse Sage
Juniperus horizontalis 'Spartan' Fountain Juniper	Sedum x 'Autumn' Autumn Sorbus
Pinus strobus 'Wish Space'	
Pinus strobus 'Wish-It-Prize'	
<b>ORNAMENTAL TREES</b>	
Amelanchier canadensis Apple Snowberry	
Cercis canadensis Eastern Redbud	
Malva x 'Purple Prince' Purple Prince Clematis	
<b>PERENNIALS</b>	
Camellia japonica 'Dear Blue' Dear Blue Camellia	
Hydrangea macrophylla 'Annabelle' Annabelle Hydrangea	
Hydrangea macrophylla 'Jai' Jai Limed Branch Hydrangea	
Hydrangea macrophylla 'Zurbarán' Zurbarán Hydrangea	
Rhus typhina 'Coccoloba' Coccoloba Fringed Smoke	
Spirea japonica 'White Pearl' White Pearl Spirea	
<b>EVERGREEN SHRUBS</b>	
Taxus canadensis 'Tuckermans' Tuckermans Virginia Spruce	
Thuja occidentalis 'Tussock' Tussock Arborvitae	
<b>ORNAMENTAL GRASSES</b>	
Chloroglyceris x 'Spectra' 'Spectra' for 'Fountain' Fountain Reed Grass	
Pennisetum virginicum 'Northwind' Northwind Switch Grass	
Pennisetum virginicum 'Shawnee' Shawnee Switch Grass	
Stipa tenuifolia 'Tara' Tara Fine Grass	



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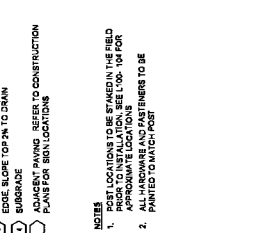
SCALE	PROJECT NO	21224
DESIGN DATE	DESIGN DATE	2021-04-07
DRAWN BY	APPROVED BY	
CHECKED BY		
SHEET NO		

- NOTES**
- CONTRACTOR TO VERIFY FINAL LOCATION WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
  - BASE OF BENCH, TYPED BACKED, BY BENCH WITH CORROSION RESISTANT SLAT SEATING, BY VICTOR STANLEY.
  - INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
  - CONCRETE FOOTING TO BE SET IN FIELD APPROXIMATE TO CONCRETE PAVING WITH LANDSCAPE AND TEST PRIOR TO INSTALLATION.



- SECTION LEGEND**
- 1 LANDSCAPE BENCH
  - 2 SURFACE MOUNT INSTALLATION, ANCHORED WITH TYPED REBAR, 12" DIA. X 48" LONG, 3/8" X 12" STAINLESS STEEL PLATE, 1/4" W/ASHER AND LOCK WASHER
  - 3 FINISH SURFACE
  - 4 CONCRETE PAVING, SEE CIVIL
  - 5 COMPACTED SUBGRADE, SEE CIVIL

- KEYED LEGEND**
- 1 WASTE RECEPTACLE WITH DISPENSER
  - 2 WASTE RECEPTACLE WITH ID
  - 3 BANK CALCULATED, REFER TO SPECIFICATIONS
  - 4 FINISH GRADE
  - 5 CONCRETE FOOTING WITH 4" RADIUS SMOOTH FINISH, 12" TOP TO TOP OF BANK
  - 6 ADJACENT PAVING, REFER TO CONSTRUCTION PLANS FOR BION LOCATIONS



- NOTES**
- POST LOCATIONS TO BE STAKED IN THE FIELD APPROXIMATE TO THE 1:00' LOT FOR APPROXIMATE LOCATIONS.
  - ALL HARDWARE AND FASTENERS TO BE PAINTED TO MATCH POST.

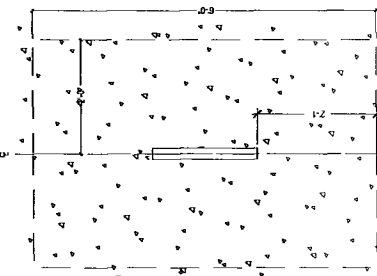
**A BENCH**  
SCALE: NTS

**B DOG WASTE RECEPTACLE**  
SCALE: NTS

- NOTE**
- BASES AS SHOWN, LOOP-WAIVE STYLE BIKE RACK AS MANUFACTURED BY LINE
  - BLACK POWDER COAT FINISHED
  - INSTALL PER MANUFACTURER'S RECOMMENDATION.
  - 2" X 4" PLACEMENT SHALL NOT EXCEED 12" ON CENTER.
  - WALKWAY BICYCLE OBSTRUCTING RACKS SHALL BE SPACED MIN. 3'-0" FROM EDGE OF PAVEMENT.



- SECTION LEGEND**
- 1 BIKE RACK
  - 2 FINISH SURFACE OF CONCRETE PAVEMENT
  - 3 DRIVE BRANDED BASE
  - 4 BASE PLATE
  - 5 ANCHOR BOLTS FOR SURFACE MOUNT
  - 6 COMPACTED SUBGRADE



**B BIKE RACK**  
SCALE: NTS







# BADAX FLATS APARTMENTS

FRANKLIN, WI

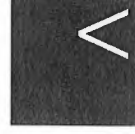


LAND  
*By*  
LABEL  
DEVELOPMENT CO.



**PROGRESS DOCUMENTS**  
These documents reflect progress and intent and are not for construction. They are not to be used for construction documents. There are no final construction documents included for use in bid shopping or construction of the project.

JLA ARCHITECTS & PLANNERS  
800 WEST BROADWAY - SUITE 200  
MONONA, WISCONSIN 53713  
CONTACT: Joe Haider  
EMAIL: jhaider@jla-pp.com  
MAIN: 608.210.1237

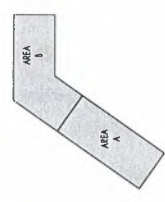


JLA  
ARCHITECTS

## CITY SUBMITTAL SET

April 19, 2023

JLA PROJECT NUMBER: W22-0126



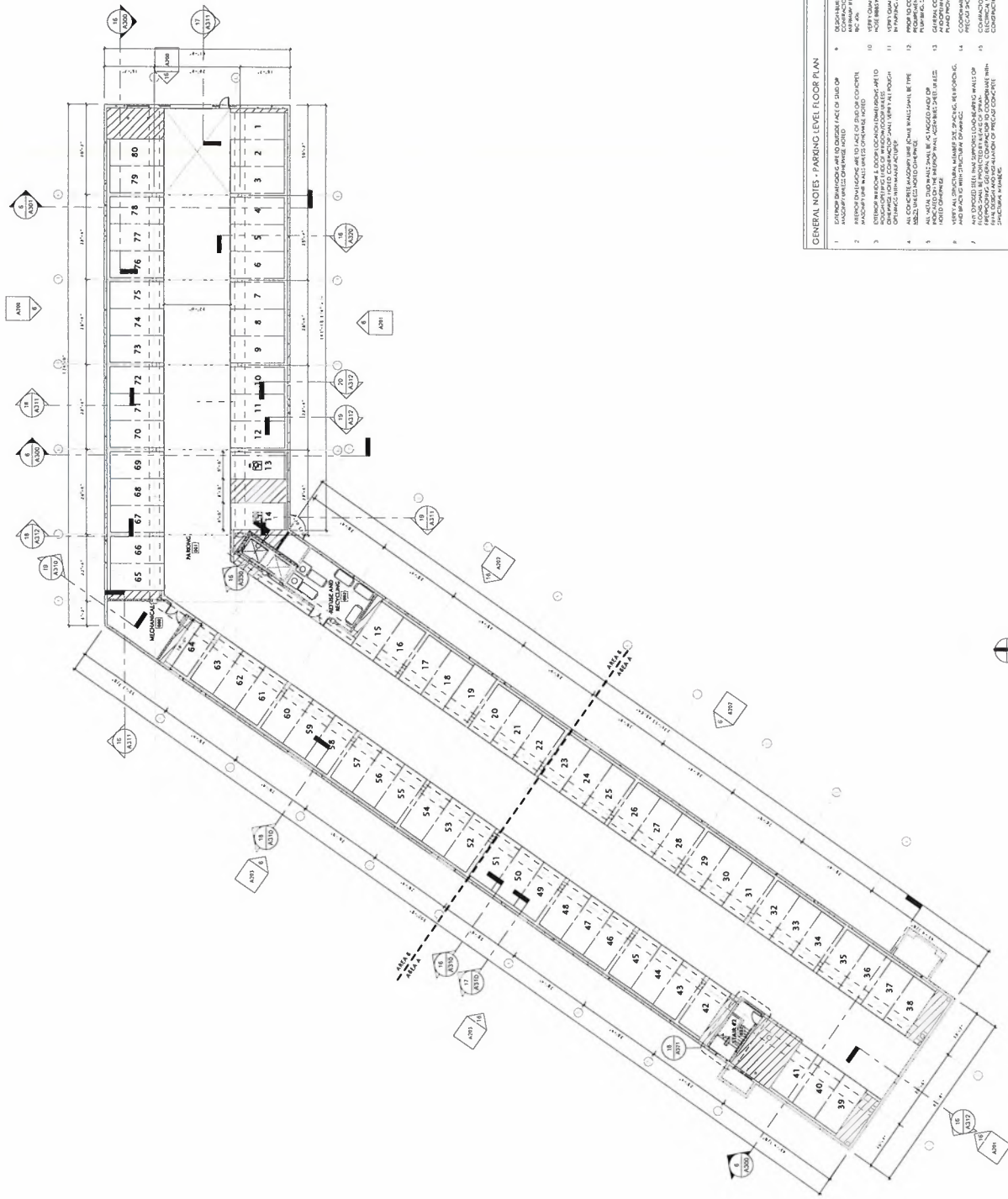
**PROGRESS DOCUMENTS**  
These documents reflect progress and intent and are not for construction. They are not to be used for construction purposes.

DATE OF ISSUANCE: APRIL 11, 2023

NO.	REVISION	DATE

**LOWER LEVEL PLAN**

SHEET NUMBER: A100



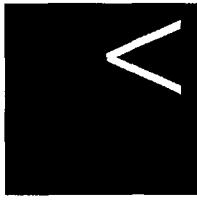
- GENERAL NOTES - PARKING LEVEL FLOOR PLAN**
1. EXISTING STRUCTURAL ELEMENTS AND FOUNDATIONS SHALL REMAIN UNLESS OTHERWISE INDICATED.
  2. ALL NEW CONCRETE SHALL BE CAST IN PLACE AND CURED PROPERLY.
  3. EXISTING WALLS AND FLOORS SHALL REMAIN UNLESS OTHERWISE INDICATED.
  4. ALL NEW WALLS SHALL BE AS NOTED AND CONFORM TO ALL APPLICABLE CODES.
  5. ALL NEW FLOORS SHALL BE AS NOTED AND CONFORM TO ALL APPLICABLE CODES.
  6. ALL NEW CEILING SHALL BE AS NOTED AND CONFORM TO ALL APPLICABLE CODES.
  7. ALL NEW MECHANICAL, ELECTRICAL, AND PLUMBING SHALL BE AS NOTED AND CONFORM TO ALL APPLICABLE CODES.
  8. ALL NEW FINISHES SHALL BE AS NOTED AND CONFORM TO ALL APPLICABLE CODES.
  9. ALL NEW PAINT SHALL BE AS NOTED AND CONFORM TO ALL APPLICABLE CODES.
  10. ALL NEW GLASS SHALL BE AS NOTED AND CONFORM TO ALL APPLICABLE CODES.
  11. ALL NEW METALS SHALL BE AS NOTED AND CONFORM TO ALL APPLICABLE CODES.
  12. ALL NEW WOOD SHALL BE AS NOTED AND CONFORM TO ALL APPLICABLE CODES.
  13. ALL NEW LIGHTING SHALL BE AS NOTED AND CONFORM TO ALL APPLICABLE CODES.
  14. ALL NEW SCHEDULING SHALL BE AS NOTED AND CONFORM TO ALL APPLICABLE CODES.
  15. ALL NEW SIGNAGE SHALL BE AS NOTED AND CONFORM TO ALL APPLICABLE CODES.

10 LOWER LEVEL PLAN  
DATE: 4/11/23







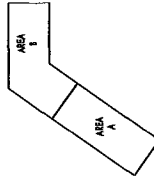


**JLA ARCHITECTS**  
MADISON | MILWAUKEE | DENVER  
JLA.AT.COM

JLA PROJECT NUMBER W22-0 26

**BADAX FLATS APARTMENTS**

CITY SUBMITTAL SET



KEY PLAN

**PROGRESS DOCUMENTS**

These documents are for informational purposes only. They are not to be used for construction. All dimensions and materials shall be as indicated on the drawings. All dimensions are in feet and inches unless otherwise noted.

DATE OF REVISION: APRIL 1, 2024

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	04/01/24

SHEET TITLE: **FIRST FLOOR PLAN**

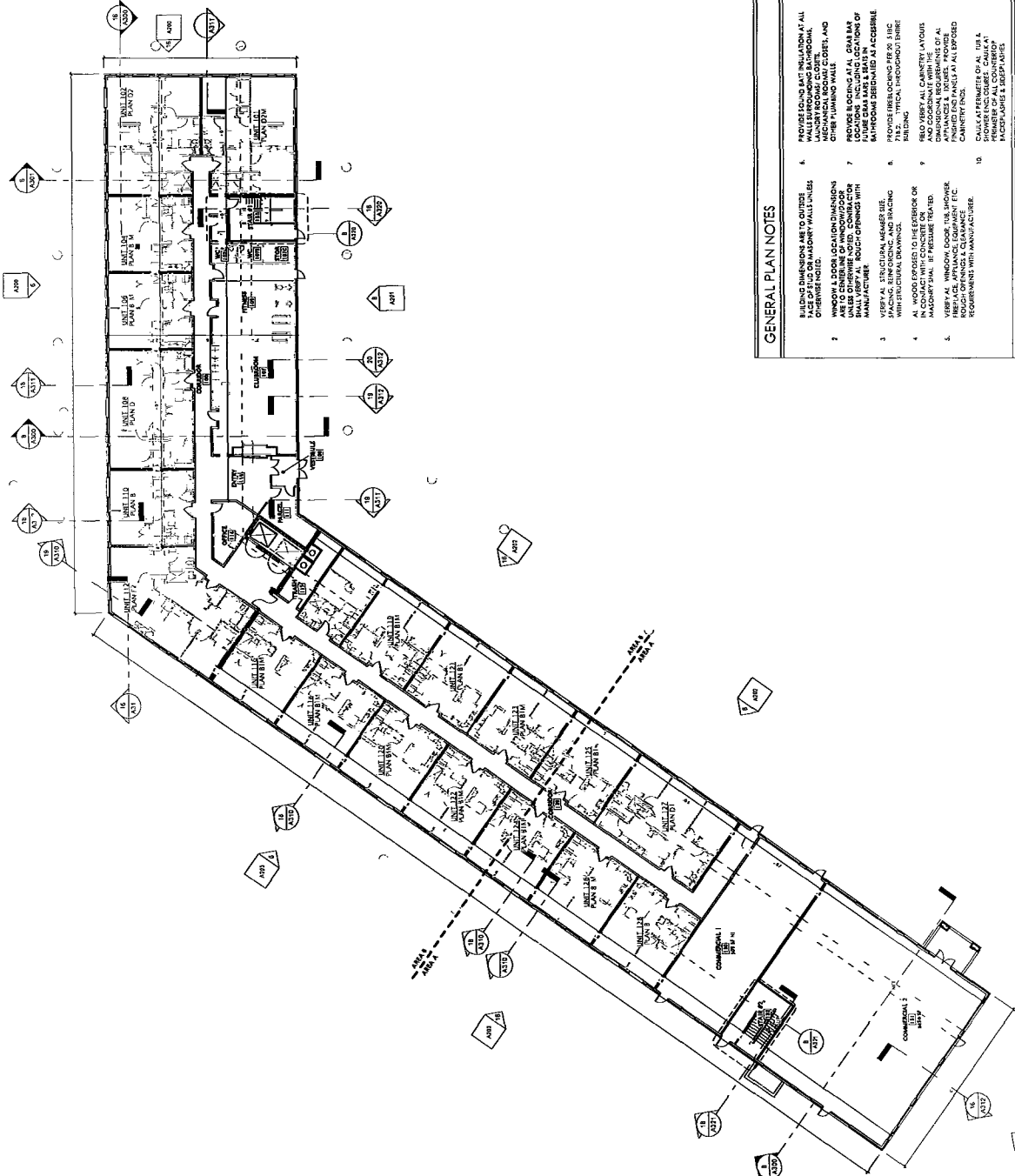
SHEET NUMBER: **A101**

**SHEET INDEX**

ENLARGED UNIT TYPES	SHEET
10' x 10' BATH	101
10' x 10' KITCHEN	102
10' x 10' LIVING	103
10' x 10' BEDROOM	104
10' x 10' HALL	105
10' x 10' CLOSET	106
10' x 10' BALCONY	107
10' x 10' TERRACE	108
10' x 10' PORCH	109
10' x 10' STAIR	110
10' x 10' ELEVATOR	111
10' x 10' MECHANICAL	112
10' x 10' ELECTRICAL	113
10' x 10' PLUMBING	114
10' x 10' FIRE	115
10' x 10' STRUCTURE	116
10' x 10' EXTERIOR	117
10' x 10' INTERIOR	118
10' x 10' FINISH	119
10' x 10' SCHEDULE	120
10' x 10' GENERAL	121
10' x 10' NOTES	122
10' x 10' LEGEND	123
10' x 10' INDEX	124

**UNIT AREA SCHEDULE - FIRST FLOOR**

UNIT NO.	UNIT TYPE	AREA
101	10' x 10' BATH	100
102	10' x 10' KITCHEN	100
103	10' x 10' LIVING	100
104	10' x 10' BEDROOM	100
105	10' x 10' HALL	100
106	10' x 10' CLOSET	100
107	10' x 10' BALCONY	100
108	10' x 10' TERRACE	100
109	10' x 10' PORCH	100
110	10' x 10' STAIR	100
111	10' x 10' ELEVATOR	100
112	10' x 10' MECHANICAL	100
113	10' x 10' ELECTRICAL	100
114	10' x 10' PLUMBING	100
115	10' x 10' FIRE	100
116	10' x 10' STRUCTURE	100
117	10' x 10' EXTERIOR	100
118	10' x 10' INTERIOR	100
119	10' x 10' FINISH	100
120	10' x 10' SCHEDULE	100
121	10' x 10' GENERAL	100
122	10' x 10' NOTES	100
123	10' x 10' LEGEND	100
124	10' x 10' INDEX	100



**GENERAL PLAN NOTES**

1. BUILDING DIMENSIONS ARE TO OUTSIDE FINISH SURFACE UNLESS OTHERWISE NOTED.
2. WINDOW & DOOR LOCATION DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. VERIFY ALL WINDOW & DOOR SIZES WITH MANUFACTURER.
3. VERIFY ALL WINDOW, DOOR, CASE, STAIR, ELEVATOR, AND STAGING WITH STRUCTURAL DRAWING.
4. ALL WOOD EXPOSED TO THE EXTERIOR OR IN CONTACT WITH THE GROUND SHALL BE PRESERVE TREATED.
5. VERIFY ALL WINDOW, DOOR, TUB, SHOWER, FIREPLACE, APPLIANCE, EQUIPMENT, ETC. TO BE INSTALLED WITH MANUFACTURER'S REQUIREMENTS WITH MANUFACTURER.
6. PROVIDE FINISHING FLOOR: FINISH FLOORING, FINISHING THROUGHOUT ENTIRE FLOORING.
7. PROVIDE FINISHING FLOOR: FINISH FLOORING, FINISHING THROUGHOUT ENTIRE FLOORING.
8. PROVIDE FINISHING FLOOR: FINISH FLOORING, FINISHING THROUGHOUT ENTIRE FLOORING.
9. VERIFY ALL WINDOW, DOOR, TUB, SHOWER AND COORDINATE WITH THE FINISHING CONTRACTOR. PROVIDE FINISHING FLOORING, FINISHING THROUGHOUT ENTIRE FLOORING.
10. VERIFY ALL WINDOW, DOOR, TUB, SHOWER AND COORDINATE WITH THE FINISHING CONTRACTOR. PROVIDE FINISHING FLOORING, FINISHING THROUGHOUT ENTIRE FLOORING.

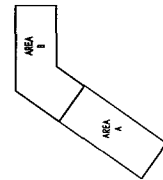
© FIRST FLOOR PLAN





**BADAX FLATS  
APARTMENTS**

CITY SUBMITTAL SET



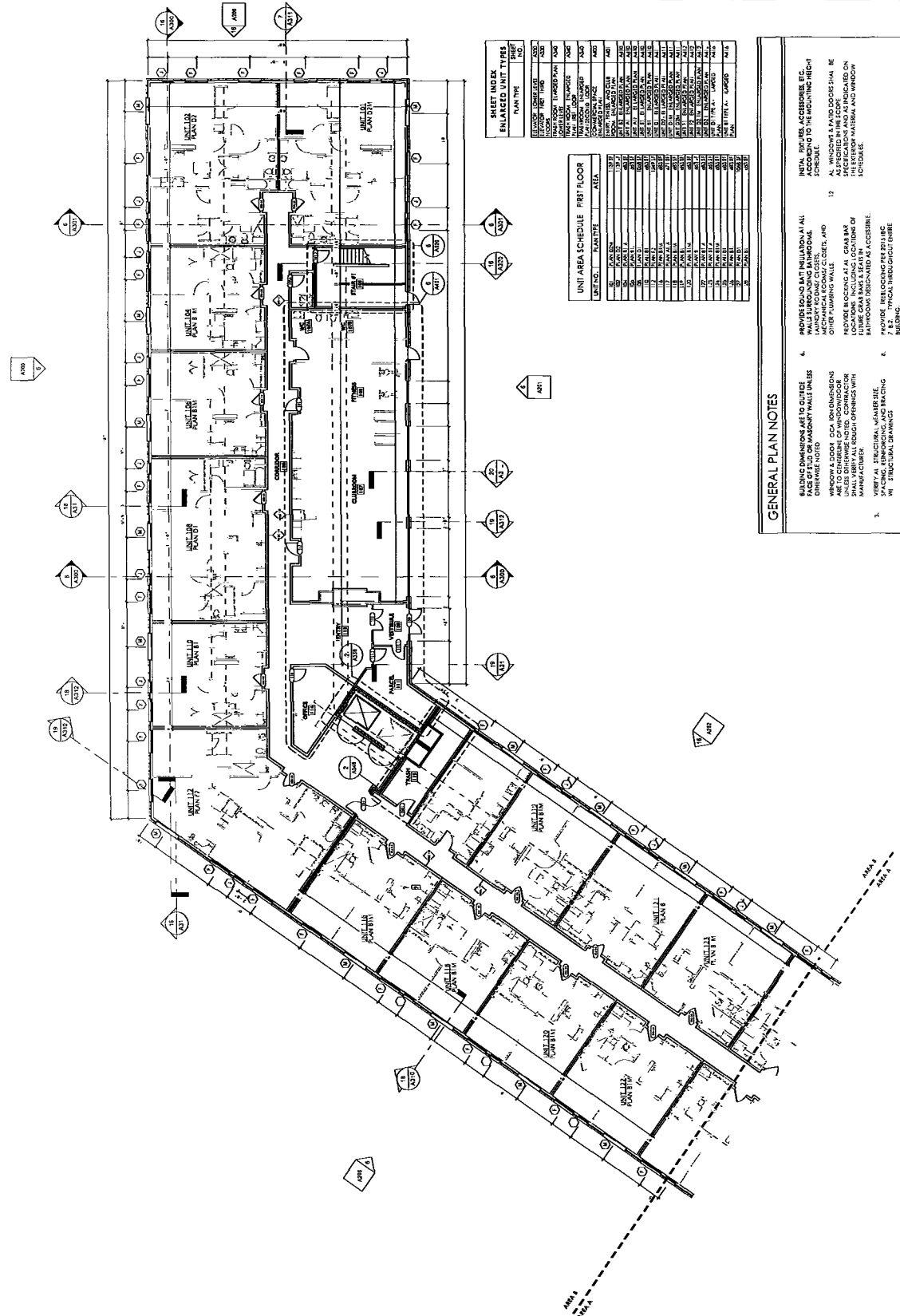
**PROGRESS DOCUMENTS**  
These documents shall progress and refer to the same as the corresponding documents in the previous submittal set. These documents shall be submitted to the City of Denver for review and approval.

DATE OF REVISION	REVISION SCHEDULE
JAN 18, 2022	2022

NO.	DATE
1	2022

**FIRST FLOOR PLAN -  
AREA B**

**A101B**



**SKETCH INDEX**

ENLARGED UNIT TYPES	PLAN TYPE	SHEET
101	101	101
102	102	102
103	103	103
104	104	104
105	105	105
106	106	106
107	107	107
108	108	108
109	109	109
110	110	110
111	111	111
112	112	112
113	113	113
114	114	114
115	115	115
116	116	116
117	117	117
118	118	118
119	119	119
120	120	120
121	121	121
122	122	122
123	123	123
124	124	124
125	125	125
126	126	126
127	127	127
128	128	128
129	129	129
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131	131	131
132	132	132
133	133	133
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193	193	193
194	194	194
195	195	195
196	196	196
197	197	197
198	198	198
199	199	199
200	200	200

**UNIT AREA SCHEDULE - FIRST FLOOR**

UNIT NO.	PLAN TYPE	AREA
101	101	101
102	102	102
103	103	103
104	104	104
105	105	105
106	106	106
107	107	107
108	108	108
109	109	109
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127	127	127
128	128	128
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131	131	131
132	132	132
133	133	133
134	134	134
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138	138	138
139	139	139
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141	141	141
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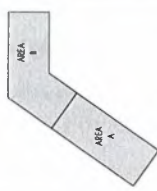
**GENERAL PLAN NOTES**

- BUILDING DIMENSIONS ARE TO CENTER FACE



JLA PROJECT NUMBER: W2240126

BADAX FLATS APARTMENTS  
CITY SUBMITTAL SET



**PROGRESS DOCUMENTS**  
These documents reflect progress and have not been subject to change. Including additional documents may be required for final drawing or construction-related purposes.

DATE OF ISSUANCE: APR 18, 2023

NO.	DESCRIPTION	DATE
1	ISSUED	04/18/23

**REVISION SCHEDULE**

SHEET 3011  
**SECOND FLOOR PLAN**

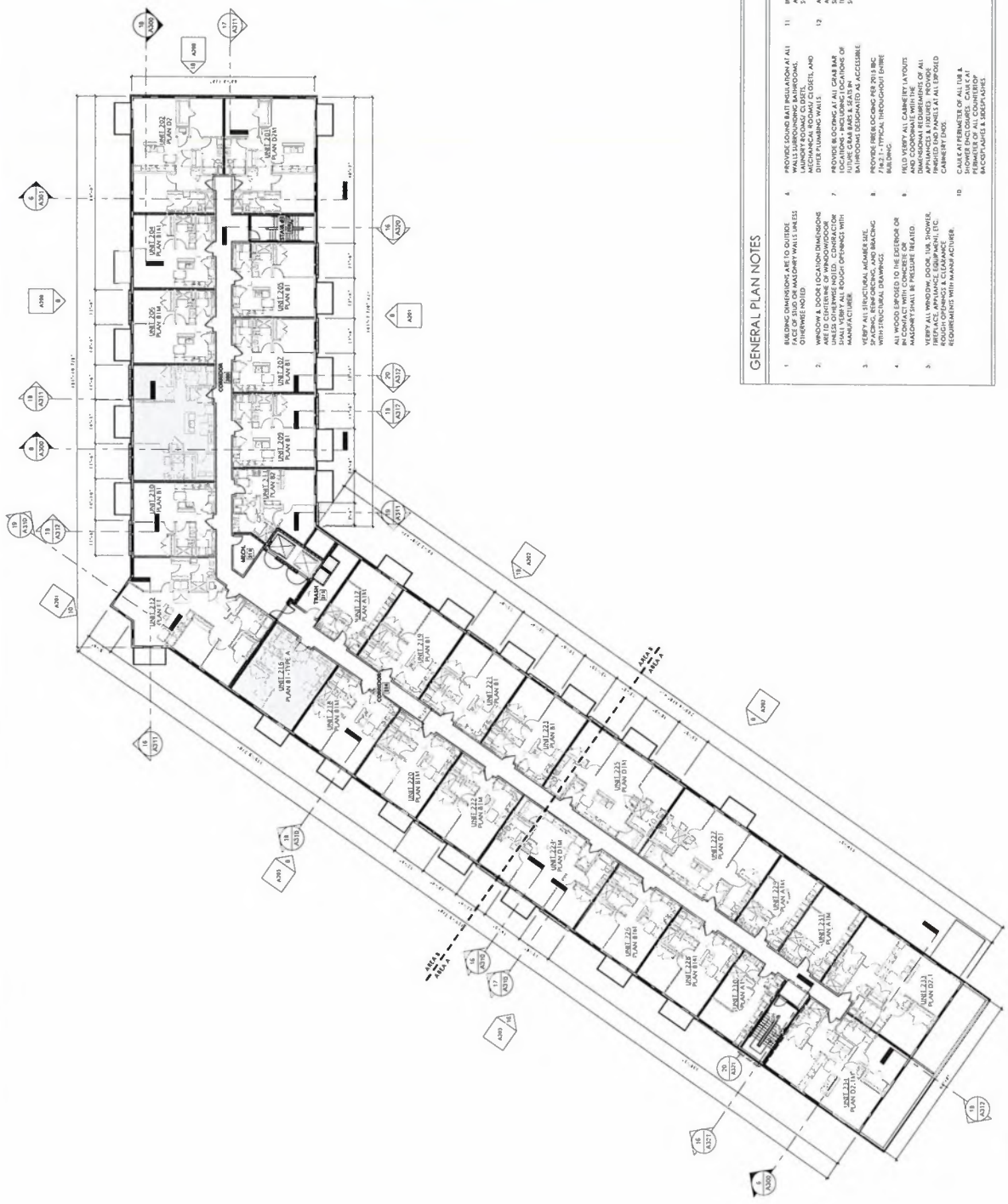
SHEET NUMBER  
**A102**

**SHEET INDEX**

ENHANCED UNIT TYPES	PARTIAL	SHEET	NO.
1000	1000	1000	1000
1001	1001	1001	1001
1002	1002	1002	1002
1003	1003	1003	1003
1004	1004	1004	1004
1005	1005	1005	1005
1006	1006	1006	1006
1007	1007	1007	1007
1008	1008	1008	1008
1009	1009	1009	1009
1010	1010	1010	1010
1011	1011	1011	1011
1012	1012	1012	1012
1013	1013	1013	1013
1014	1014	1014	1014
1015	1015	1015	1015
1016	1016	1016	1016
1017	1017	1017	1017
1018	1018	1018	1018
1019	1019	1019	1019
1020	1020	1020	1020
1021	1021	1021	1021
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1024	1024	1024	1024
1025	1025	1025	1025
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1096	1096	1096	1096
1097	1097	1097	1097
1098	1098	1098	1098
1099	1099	1099	1099
1100	1100	1100	1100

**UNIT AREA SCHEDULE - SECOND FLOOR**

UNIT NO.	FLOOR	AREA
1001	200	1,125.00
1002	200	1,125.00
1003	200	1,125.00
1004	200	1,125.00
1005	200	1,125.00
1006	200	1,125.00
1007	200	1,125.00
1008	200	1,125.00
1009	200	1,125.00
1010	200	1,125.00
1011	200	1,125.00
1012	200	1,125.00
1013	200	1,125.00
1014	200	1,125.00
1015	200	1,125.00
1016	200	1,125.00
1017	200	1,125.00
1018	200	1,125.00
1019	200	1,125.00
1020	200	1,125.00
1021	200	1,125.00
1022	200	1,125.00
1023	200	1,125.00
1024	200	1,125.00
1025	200	1,125.00
1026	200	1,125.00
1027	200	1,125.00
1028	200	1,125.00
1029	200	1,125.00
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1034	200	1,125.00
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1036	200	1,125.00
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1096	200	1,125.00
1097	200	1,125.00
1098	200	1,125.00
1099	200	1,125.00
1100	200	1,125.00



- GENERAL PLAN NOTES**
1. FINISH DIMENSIONS ARE TO OUTSIDE FACE OF STUD OR MASONRY WALLS UNLESS OTHERWISE NOTED.
  2. VERIFY ALL DIMENSIONS OF CONSTRUCTION UNLESS OTHERWISE NOTED. CONTRACTOR SHALL VERIFY DIMENSIONS WITH MANUFACTURER.
  3. VERIFY ALL STRUCTURAL MEMBER SIZE, POSITION, AND CONNECTIONS AND MATCHING WITH ARCHITECTURAL DRAWINGS.
  4. ALL WOOD EXPOSED TO THE EXTERIOR OR IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESURE TREATED.
  5. VERIFY ALL WINDOW, DOOR, TUB, SHOWER, AND BATH FIXTURES ARE INSTALLED TO THE MANUFACTURER'S RECOMMENDED ROUGH OPENINGS & CLEARANCE REQUIREMENTS WITH MANUFACTURER.
  6. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  7. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  8. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  9. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  10. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  11. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  12. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  13. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  14. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  15. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  16. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  17. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  18. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  19. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.
  20. PROVIDE SOUND BATE INSULATION AT ALL WALLS SURROUNDING BATHROOMS, ACCORDING TO THE FINISHING HEIGHT SCHEDULE.

SECOND FLOOR PLAN  
1/8" = 1'-0"



JLA PROJECT NUMBER: W274-0176

**BADAX FLATS APARTMENTS**

CITY SUBMITTAL SET



**KEY PLAN**

**PROGRESS DOCUMENTS**  
These documents reflect progress and shall not be subject to change, including additions or deletions, for the use of final drawing or construction-related purposes.

DATE OF SUBMITTAL	REVISION SCHEDULE
APR 19, 2017	1. Issue
	2. Decision

SHEET TITLE

**SECOND FLOOR PLAN - AREA A**

SHEET NUMBER

**A102A**

**SHEET INDEX - ENLARGED UNIT TYPES**

UNIT TYPE	NO.
100	1
101	1
102	1
103	1
104	1
105	1
106	1
107	1
108	1
109	1
110	1
111	1
112	1
113	1
114	1
115	1
116	1
117	1
118	1
119	1
120	1
121	1
122	1
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180	1
181	1
182	1
183	1
184	1
185	1
186	1
187	1
188	1
189	1
190	1
191	1
192	1
193	1
194	1
195	1
196	1
197	1
198	1
199	1
200	1

**UNIT AREA SCHEDULE - SECOND FLOOR**

UNIT NO.	FLOOR	AREA
201	2	1192.23
202	2	1192.23
203	2	1192.23
204	2	1192.23
205	2	1192.23
206	2	1192.23
207	2	1192.23
208	2	1192.23
209	2	1192.23
210	2	1192.23
211	2	1192.23
212	2	1192.23
213	2	1192.23
214	2	1192.23
215	2	1192.23
216	2	1192.23
217	2	1192.23
218	2	1192.23
219	2	1192.23
220	2	1192.23
221	2	1192.23
222	2	1192.23
223	2	1192.23
224	2	1192.23
225	2	1192.23
226	2	1192.23
227	2	1192.23
228	2	1192.23
229	2	1192.23
230	2	1192.23
231	2	1192.23
232	2	1192.23
233	2	1192.23
234	2	1192.23
235	2	1192.23
236	2	1192.23
237	2	1192.23
238	2	1192.23
239	2	1192.23
240	2	1192.23



- GENERAL PLAN NOTES**
1. FINISH DIMENSIONS ARE TO OUTSIDE FACE OF STUD OR MALOCHY WALL UNLESS OTHERWISE NOTED.
  2. VERIFY ALL WINDOW, DOOR, AND CABINETRY LAYOUTS AND FINISHES WITH MANUFACTURER'S REQUIREMENTS. PROVIDE SUFFICIENT CLEARANCE FOR INSTALLATION AND OPERATION.
  3. VERIFY ALL STRUCTURAL MEMBER SIZE, SPACING, REINFORCING, AND BRACING REQUIREMENTS WITH MANUFACTURER'S REQUIREMENTS.
  4. ALL WORKS ORDERED TO THE FIELD OR IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.
  5. VERIFY ALL WINDOW, DOOR, AND CABINETRY LAYOUTS AND FINISHES WITH MANUFACTURER'S REQUIREMENTS. PROVIDE SUFFICIENT CLEARANCE FOR INSTALLATION AND OPERATION.
  6. PROVIDE FINISHING FOR THE ENTIRE PERIMETER OF ALL UNITS AND COMMON AREAS. PROVIDE FINISHING FOR ALL CORNERS, PERIMETER OF ALL CLOSETS, BACKPLACES & REFRIGERATORS.
  7. PROVIDE FINISHING FOR THE ENTIRE PERIMETER OF ALL UNITS AND COMMON AREAS. PROVIDE FINISHING FOR ALL CORNERS, PERIMETER OF ALL CLOSETS, BACKPLACES & REFRIGERATORS.
  8. PROVIDE FINISHING FOR THE ENTIRE PERIMETER OF ALL UNITS AND COMMON AREAS. PROVIDE FINISHING FOR ALL CORNERS, PERIMETER OF ALL CLOSETS, BACKPLACES & REFRIGERATORS.
  9. PROVIDE FINISHING FOR THE ENTIRE PERIMETER OF ALL UNITS AND COMMON AREAS. PROVIDE FINISHING FOR ALL CORNERS, PERIMETER OF ALL CLOSETS, BACKPLACES & REFRIGERATORS.
  10. PROVIDE FINISHING FOR THE ENTIRE PERIMETER OF ALL UNITS AND COMMON AREAS. PROVIDE FINISHING FOR ALL CORNERS, PERIMETER OF ALL CLOSETS, BACKPLACES & REFRIGERATORS.
  11. METAL FINISHES, ACCESSORIES, ETC. ACCORDING TO THE APPLICABLE SCHEDULE.
  12. ALL WINDOWS & PATIO DOORS SHALL BE SPECIFICATIONS AND AS INDICATED ON SCHEDULES. PROVIDE FINISHING MATERIAL AND WINDOW SCHEDULES.

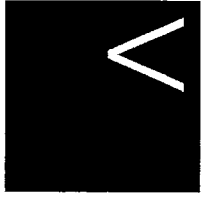










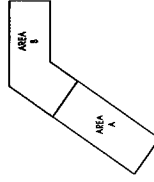


**JLA**  
ARCHITECTS  
MADISON MILWAUKEE DENVER  
JLA.AP.COM

JLA PROJECT NUMBER W220 26

**BADAX FLATS APARTMENTS**

CITY SUBMITTAL SET



**KEY PLAN**

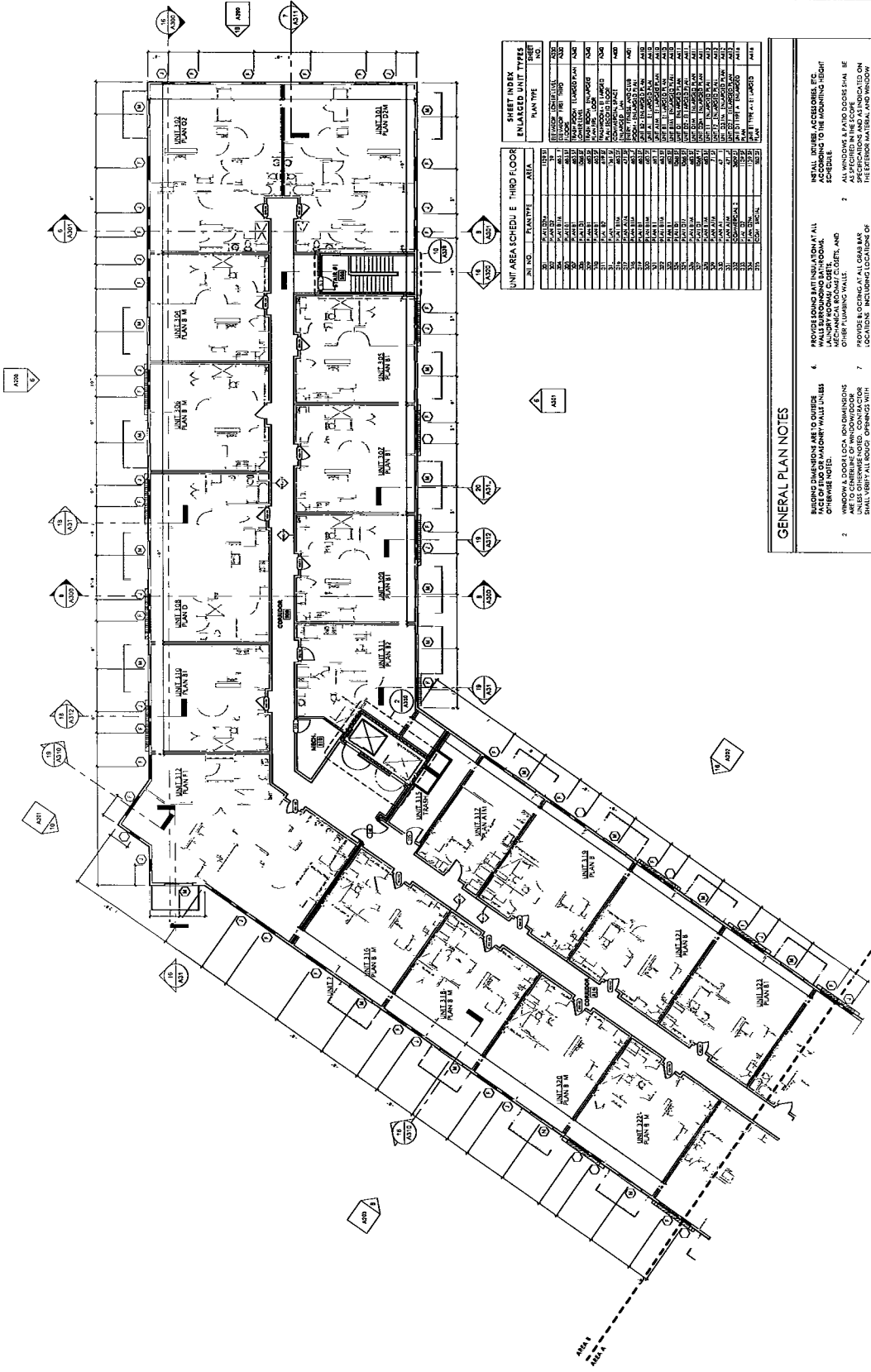
**PROGRESS DOCUMENTS**  
These documents reflect progress and review of the design. They are not final construction documents and should not be used for final bidding or construction without the approval of the architect.

DATE OF BILLING: APR 18, 2022

REVISION SCHEDULE	
NO.	DESCRIPTION

SHEET TITLE  
**THIRD FLOOR PLAN - AREA B**

SHEET NUMBER  
**A103B**



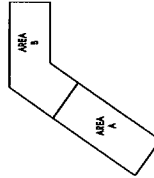
**UNIT AREA SCHEDULE - THIRD FLOOR**

UNIT NO.	QUANTITY	AREA
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302	1	1,200
303	1	1,200
304	1	1,200
305	1	1,200
306	1	1,200
307	1	1,200
308	1	1,200
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393	1	1,200
394	1	1,200
395	1	1,200
396	1	1,200
397	1	1,200
398	1	1,200
399	1	1,200
400	1	1,200

- GENERAL PLAN NOTES**
- VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WALLS, PARTITIONS, DOORS, WINDOWS, AND OTHER FINISHES. PROVIDE ALL DIMENSIONS AND LOCATIONS OF ALL WALLS, PARTITIONS, DOORS, WINDOWS, AND OTHER FINISHES. PROVIDE ALL DIMENSIONS AND LOCATIONS OF ALL WALLS, PARTITIONS, DOORS, WINDOWS, AND OTHER FINISHES.
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**BADAX FLATS  
APARTMENTS**

CITY SUBMITTAL SET



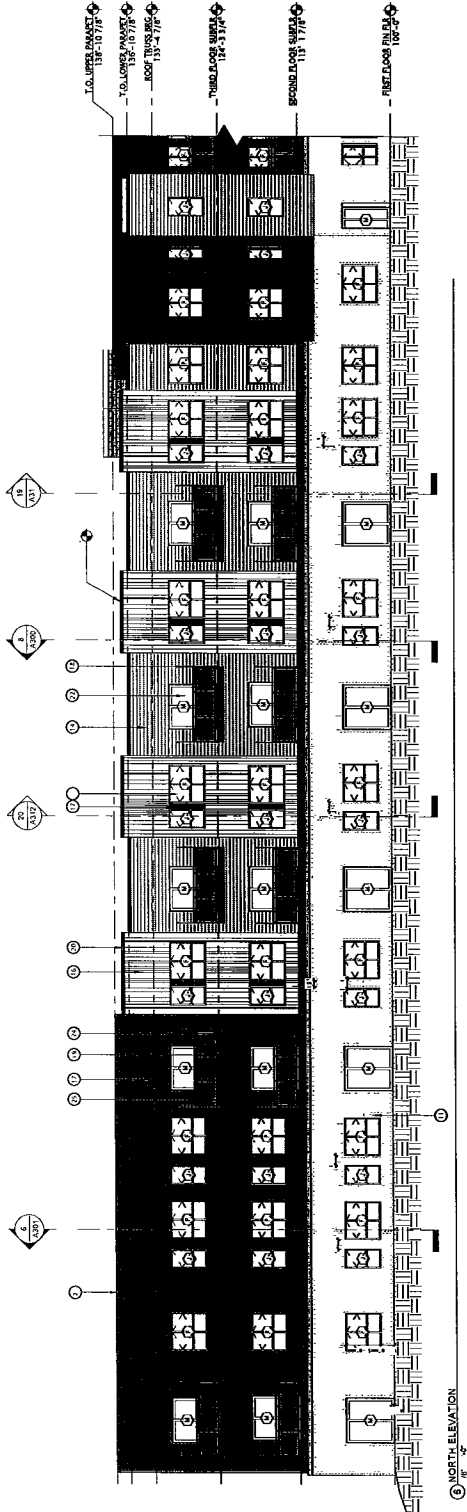
KEY PLAN

**PROGRESS DOCUMENTS**  
These documents reflect progress and errors and are not for construction. They are for informational purposes only. They are not for construction and should not be used for final bidding or construction documents.

DATE OF ISSUANCE		REVISION SCHEDULE	
NOV	2022	NOV	2022
NOV	2022	NOV	2022

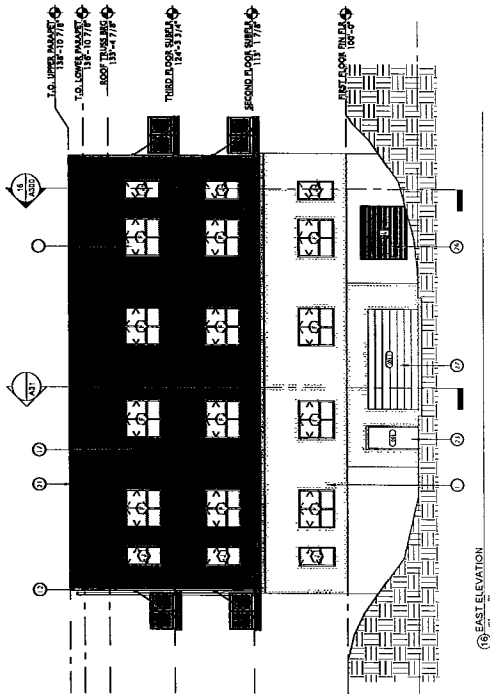
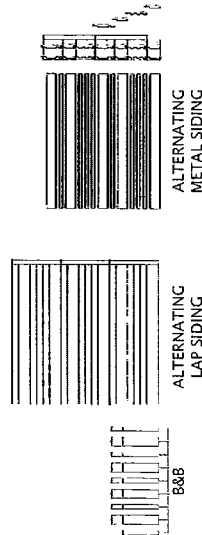
SHEET TITLE  
**EXTERIOR ELEVATIONS**

SHEET NUMBER  
**A200**



⑥ NORTH ELEVATION

MARK	DESCRIPTION	MANUFACTURER	TITLE / FINISH	DIMENSIONS	COLOR	NOTES
1	TUMBLEWOOD SIDING	WALBRIDGE	SHINGLES	12" X 12"	SHINGLES	SHINGLES
2	SPRINKLER RISER	WALBRIDGE	SHINGLES	12" X 12"	SHINGLES	SHINGLES
3	RIFLEWOOD SIDING	WALBRIDGE	SHINGLES	12" X 12"	SHINGLES	SHINGLES
4	UPPER MANSARD	WALBRIDGE	SHINGLES	12" X 12"	SHINGLES	SHINGLES
5	LOWER MANSARD	WALBRIDGE	SHINGLES	12" X 12"	SHINGLES	SHINGLES
6	ROOF	WALBRIDGE	SHINGLES	12" X 12"	SHINGLES	SHINGLES
7	ALTERNATING LAP SIDING	WALBRIDGE	SHINGLES	12" X 12"	SHINGLES	SHINGLES
8	ALTERNATING METAL SIDING	WALBRIDGE	SHINGLES	12" X 12"	SHINGLES	SHINGLES

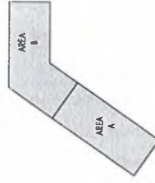


⑦ EAST ELEVATION



**BADAX FLATS  
APARTMENTS**

CITY SUBMITTAL SET



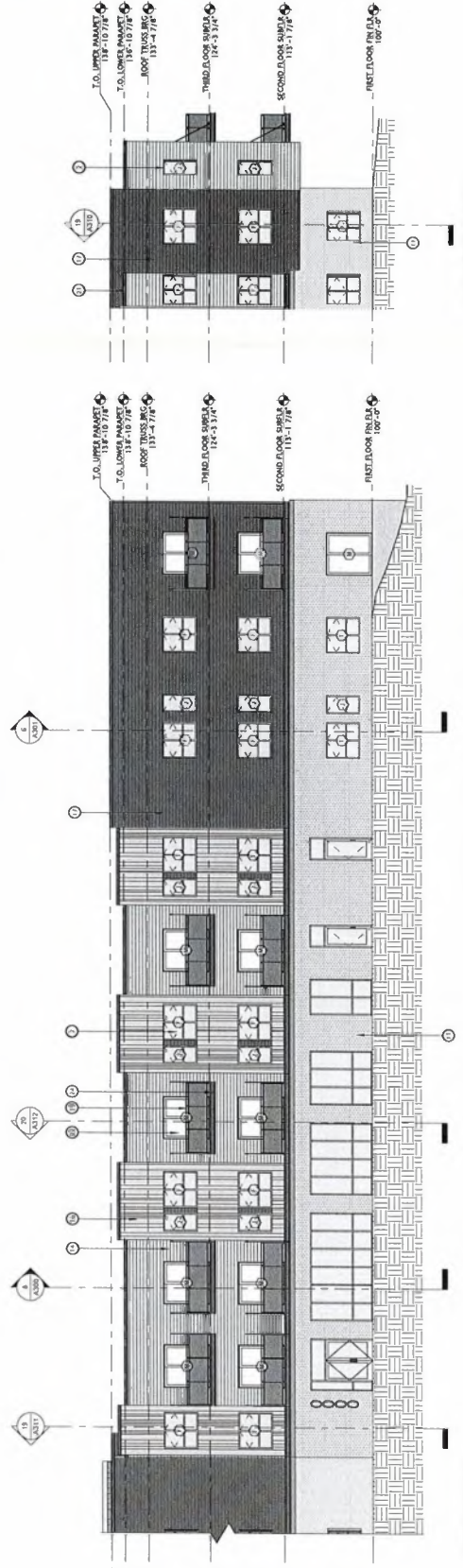
KEY PLAN

**PROGRESS DOCUMENTS**  
These documents are for informational purposes only and are not for construction. They are subject to change, including additional information being added or removed for construction-related purposes.

DATE OF ISSUANCE		APR 17, 2023
REVISION SCHEDULE		
NO.	Description	Date

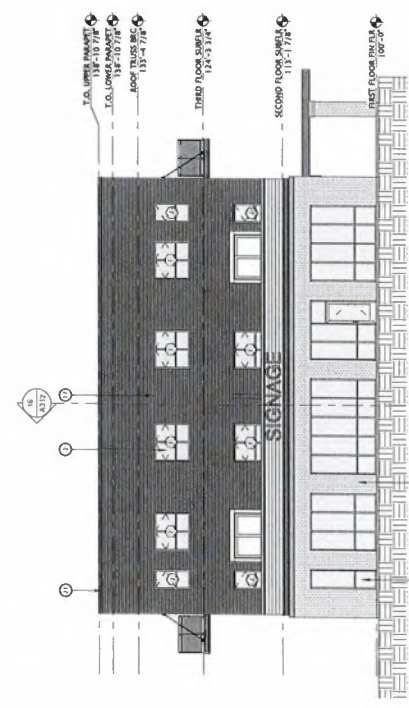
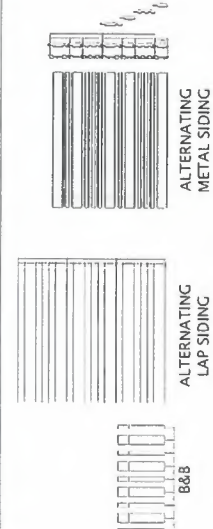
SHEET TITLE  
**EXTERIOR ELEVATIONS**

SHEET NUMBER  
**A201**

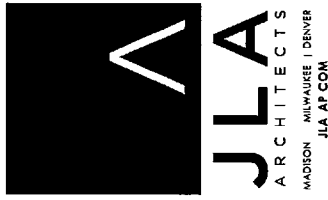


EXTERIOR MATERIALS SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	TYPE / STYLE	DIMENSIONS	COLOR	NOTES
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2	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER
3	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER
4	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER
5	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER
6	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER	TRUCK LACQUER
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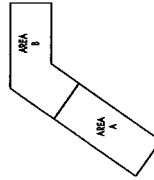
15 SOUTH WEST ELEVATION  
1/8" = 1'-0"



JLA PROJECT NUMBER: WZ20128

BADAX FLATS APARTMENTS

CITY SUBMITTAL SET



KEY PLAN

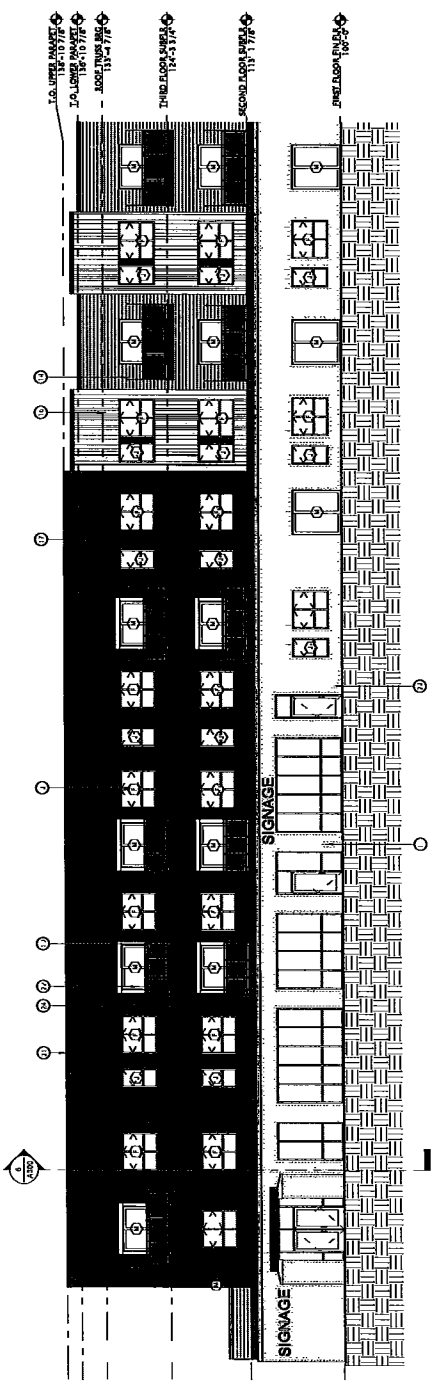
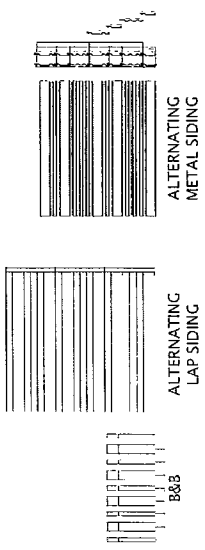
**PROGRESS DOCUMENTS**  
These documents, when progress and then and when they are complete, shall be submitted to the City and County of Denver for review and approval. These documents shall be used for final bidding or construction purposes only.

DATE OF REVISION	REVISION	DESCRIPTION
April 8, 2022	1	REVISION SCHEDULE

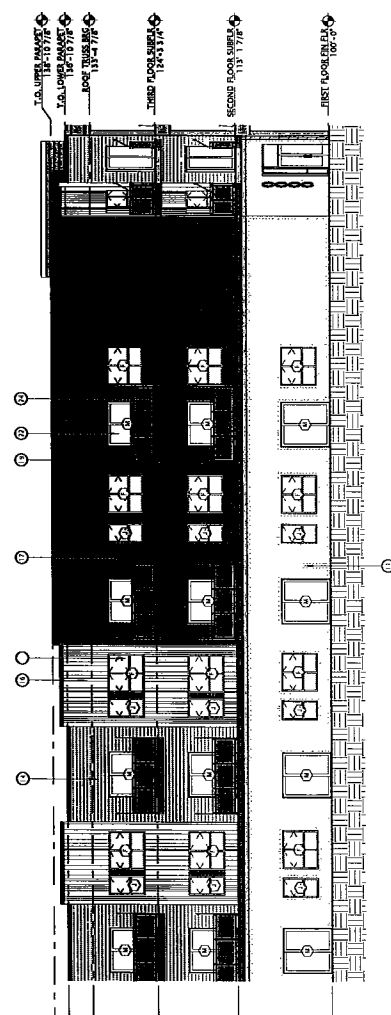
SHEET TITLE: EXTERIOR ELEVATIONS

SHEET NUMBER: A202

EXTERIOR MATERIALS SCHEDULE			
MARK	DESCRIPTION	MANUFACTURER	NOTES
1	ALUMINUM WINDOW CASING	ALUMINUM	ALUMINUM WINDOW CASING
2	ALUMINUM WINDOW FRAME	ALUMINUM	ALUMINUM WINDOW FRAME
3	ALUMINUM WINDOW GLASS	ALUMINUM	ALUMINUM WINDOW GLASS
4	ALUMINUM WINDOW SILL	ALUMINUM	ALUMINUM WINDOW SILL
5	ALUMINUM WINDOW HEAD	ALUMINUM	ALUMINUM WINDOW HEAD
6	ALUMINUM WINDOW JAMB	ALUMINUM	ALUMINUM WINDOW JAMB
7	ALUMINUM WINDOW TRACK	ALUMINUM	ALUMINUM WINDOW TRACK
8	ALUMINUM WINDOW STOP	ALUMINUM	ALUMINUM WINDOW STOP
9	ALUMINUM WINDOW GASKET	ALUMINUM	ALUMINUM WINDOW GASKET
10	ALUMINUM WINDOW FINISH	ALUMINUM	ALUMINUM WINDOW FINISH
11	ALUMINUM WINDOW COATING	ALUMINUM	ALUMINUM WINDOW COATING
12	ALUMINUM WINDOW PAINT	ALUMINUM	ALUMINUM WINDOW PAINT
13	ALUMINUM WINDOW GLAZING	ALUMINUM	ALUMINUM WINDOW GLAZING
14	ALUMINUM WINDOW GLAZING GROUT	ALUMINUM	ALUMINUM WINDOW GLAZING GROUT
15	ALUMINUM WINDOW GLAZING SEALANT	ALUMINUM	ALUMINUM WINDOW GLAZING SEALANT
16	ALUMINUM WINDOW GLAZING INSULATION	ALUMINUM	ALUMINUM WINDOW GLAZING INSULATION
17	ALUMINUM WINDOW GLAZING VENT	ALUMINUM	ALUMINUM WINDOW GLAZING VENT
18	ALUMINUM WINDOW GLAZING WIPER	ALUMINUM	ALUMINUM WINDOW GLAZING WIPER
19	ALUMINUM WINDOW GLAZING CLEANER	ALUMINUM	ALUMINUM WINDOW GLAZING CLEANER
20	ALUMINUM WINDOW GLAZING PROTECTOR	ALUMINUM	ALUMINUM WINDOW GLAZING PROTECTOR
21	ALUMINUM WINDOW GLAZING REPAIR KIT	ALUMINUM	ALUMINUM WINDOW GLAZING REPAIR KIT
22	ALUMINUM WINDOW GLAZING TOOLS	ALUMINUM	ALUMINUM WINDOW GLAZING TOOLS
23	ALUMINUM WINDOW GLAZING SUPPLIES	ALUMINUM	ALUMINUM WINDOW GLAZING SUPPLIES
24	ALUMINUM WINDOW GLAZING ACCESSORIES	ALUMINUM	ALUMINUM WINDOW GLAZING ACCESSORIES
25	ALUMINUM WINDOW GLAZING PARTS	ALUMINUM	ALUMINUM WINDOW GLAZING PARTS
26	ALUMINUM WINDOW GLAZING COMPONENTS	ALUMINUM	ALUMINUM WINDOW GLAZING COMPONENTS
27	ALUMINUM WINDOW GLAZING SUBSTITUTES	ALUMINUM	ALUMINUM WINDOW GLAZING SUBSTITUTES
28	ALUMINUM WINDOW GLAZING ALTERNATIVES	ALUMINUM	ALUMINUM WINDOW GLAZING ALTERNATIVES
29	ALUMINUM WINDOW GLAZING OPTIONS	ALUMINUM	ALUMINUM WINDOW GLAZING OPTIONS
30	ALUMINUM WINDOW GLAZING VARIATIONS	ALUMINUM	ALUMINUM WINDOW GLAZING VARIATIONS
31	ALUMINUM WINDOW GLAZING MODIFICATIONS	ALUMINUM	ALUMINUM WINDOW GLAZING MODIFICATIONS
32	ALUMINUM WINDOW GLAZING ADJUSTMENTS	ALUMINUM	ALUMINUM WINDOW GLAZING ADJUSTMENTS
33	ALUMINUM WINDOW GLAZING CORRECTIONS	ALUMINUM	ALUMINUM WINDOW GLAZING CORRECTIONS
34	ALUMINUM WINDOW GLAZING REPAIRS	ALUMINUM	ALUMINUM WINDOW GLAZING REPAIRS
35	ALUMINUM WINDOW GLAZING MAINTENANCE	ALUMINUM	ALUMINUM WINDOW GLAZING MAINTENANCE
36	ALUMINUM WINDOW GLAZING INSPECTIONS	ALUMINUM	ALUMINUM WINDOW GLAZING INSPECTIONS
37	ALUMINUM WINDOW GLAZING TESTS	ALUMINUM	ALUMINUM WINDOW GLAZING TESTS
38	ALUMINUM WINDOW GLAZING CERTIFICATIONS	ALUMINUM	ALUMINUM WINDOW GLAZING CERTIFICATIONS
39	ALUMINUM WINDOW GLAZING WARRANTIES	ALUMINUM	ALUMINUM WINDOW GLAZING WARRANTIES
40	ALUMINUM WINDOW GLAZING AGREEMENTS	ALUMINUM	ALUMINUM WINDOW GLAZING AGREEMENTS
41	ALUMINUM WINDOW GLAZING CONTRACTS	ALUMINUM	ALUMINUM WINDOW GLAZING CONTRACTS
42	ALUMINUM WINDOW GLAZING ORDERS	ALUMINUM	ALUMINUM WINDOW GLAZING ORDERS
43	ALUMINUM WINDOW GLAZING INVOICES	ALUMINUM	ALUMINUM WINDOW GLAZING INVOICES
44	ALUMINUM WINDOW GLAZING RECEIPTS	ALUMINUM	ALUMINUM WINDOW GLAZING RECEIPTS
45	ALUMINUM WINDOW GLAZING DELIVERIES	ALUMINUM	ALUMINUM WINDOW GLAZING DELIVERIES
46	ALUMINUM WINDOW GLAZING INSTALLATIONS	ALUMINUM	ALUMINUM WINDOW GLAZING INSTALLATIONS
47	ALUMINUM WINDOW GLAZING DEMOS	ALUMINUM	ALUMINUM WINDOW GLAZING DEMOS
48	ALUMINUM WINDOW GLAZING SAMPLES	ALUMINUM	ALUMINUM WINDOW GLAZING SAMPLES
49	ALUMINUM WINDOW GLAZING REFERENCES	ALUMINUM	ALUMINUM WINDOW GLAZING REFERENCES
50	ALUMINUM WINDOW GLAZING CONTACTS	ALUMINUM	ALUMINUM WINDOW GLAZING CONTACTS



Ⓐ SOUTH EAST ELEVATION A



Ⓑ SOUTH EAST ELEVATION B

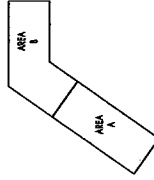


**JLA**  
ARCHITECTS  
MADISON MILWAUKEE DENVER  
JLA AP.COM

JLA PROJECT NUMBER: 1920G-26

**BADAX FLATS  
APARTMENTS**

CITY SUBMITTAL SET



**KEY PLAN**

**PROGRESS DOCUMENTS**  
These documents reflect progress and have not been reviewed for final construction documents. There are no final construction documents for this project and no final building or construction contract has been signed.

DATE OF ISSUANCE: APRIL 19, 2023

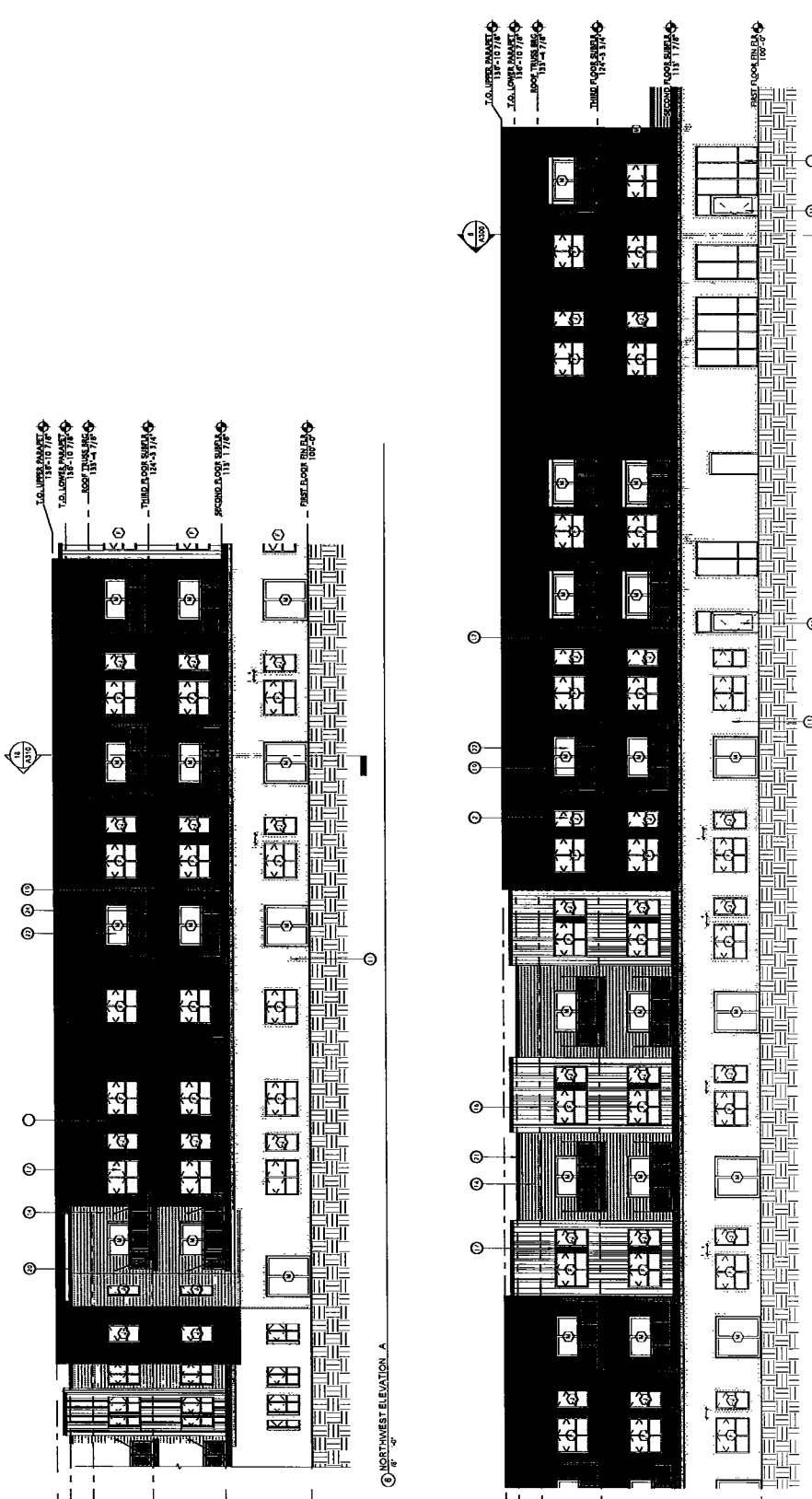
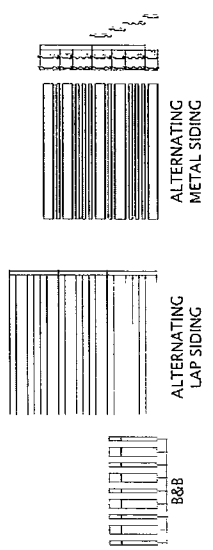
REVISIONS	
NO.	DESCRIPTION

SHEET: 1E  
**EXTERIOR ELEVATIONS**

DRAWING NUMBER: **A203**

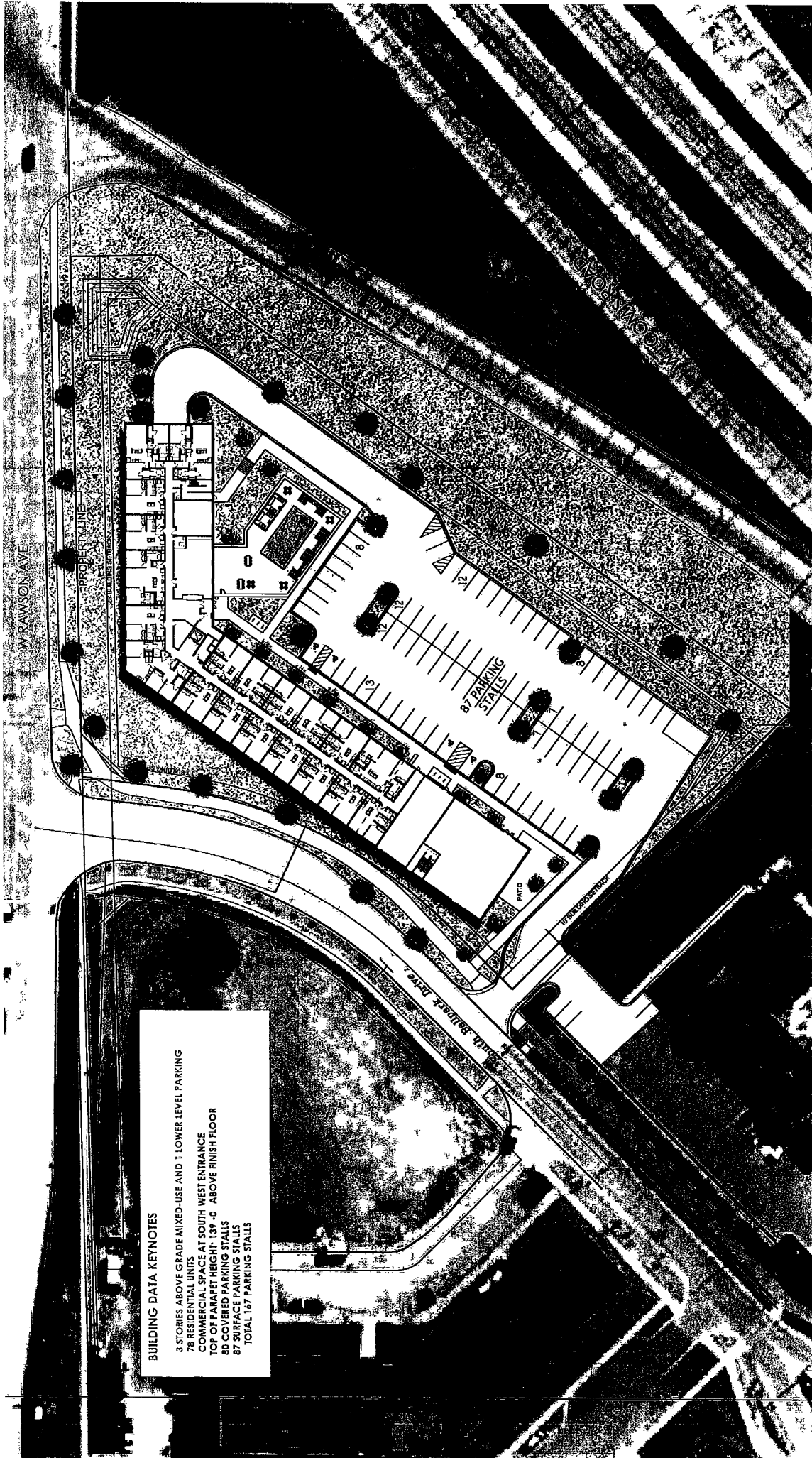
**EXTERIOR MATERIALS SCHEDULE**

MARK	SICOR BUN	MANUFACTURER	TYPE / STYLE	DIMENSIONS	COLOR	NOTES
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14 NORTHWEST ELEVATION B

13 NORTHWEST ELEVATION A



**BUILDING DATA KEYNOTES**

- 3 STORES ABOVE GRADE MIXED-USE AND 1 LOWER LEVEL PARKING
- 78 RESIDENTIAL UNITS
- COMMERCIAL SPACE AT SOUTH WEST ENTRANCE
- TOP OF PARAPET HEIGHT 13'-0" ABOVE FINISH FLOOR
- 80 COVERED PARKING STALLS
- 87 SURFACE PARKING STALLS
- TOTAL 167 PARKING STALLS

**BADAX FLATS MIXED USE DEVELOPMENT**  
 RENDERED MASTERPLAN

**JLA**  
 ARCHITECTS

APRIL 19, 2023  
 1" = 60' @ 11"x17"



**LAND**  
*By*  
**LABEL**  
 DEVL. PLAN. I  
 7044 SOUTH BALLEPARK DR  
 STE 302, FRANKLIN, WI 53132









ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	McGraw-Edison GLEON Galileo Area / Site Luminaire	1	EA	1200.00	1200.00
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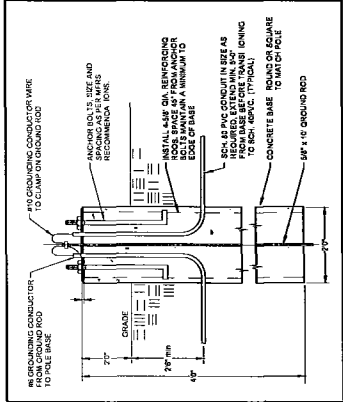
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
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McGraw-Edison GLEON Galileo Area / Site Luminaire

12'-0" H

18" W


COOPER LIGHTING



**POLE BASE DETAIL**  
NO SCALE

**BLANK PAGE**



<p style="text-align: center;"><b>APPROVAL</b></p> 	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> July 05, 2023</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution for Authorization to We Energies for Work Order to Install a Street Light at S. 50<sup>th</sup> Street and W. Minnesota Avenue</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> Ald. Dist. 3 G.4.</p>

**BACKGROUND**

In connection with a new subdivision currently under construction, the City decided to improve the northerly part of South 50th Street and gain access to West Minnesota Avenue. Therefore, in line with the improvement of the intersection of South 50th St. and West Minnesota Avenue, a street light became necessary for public safety.

**ANALYSIS**

We Energies upfront charge for this work for a new outdoor street light, LED Med Oval Light is \$7,727.67 and the net monthly charges will initially increase by \$11.13, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin. This charge does not include site restoration.

**OPTIONS**

Authorize or Deny

**FISCAL NOTE**

Street light rentals are GL account 01-0351-5537.

**COUNCIL ACTION REQUESTED**

Authorize Resolution 2023-\_\_\_\_\_ a resolution for Authorization to We Energies for Work Order to Install a Street Light at S. 50th Street and W. Minnesota Avenue

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

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

A RESOLUTION FOR AUTHORIZATION TO WE ENERGIES  
FOR WORK ORDER TO INSTALL A STREET LIGHT AT  
S. 50TH STREET AND W. MINNESOTA AVENUE

---

WHEREAS, this resolution details a work request for We Energies Outdoor Lighting at 50<sup>th</sup> Street and W. Minnesota Avenue; and

WHEREAS, We Energies upfront charge for this work for a new outdoor street light for a LED (light emitting diode type) is \$7,727.67; and

WHEREAS, this charge does not include site restoration; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Staff is hereby authorized to execute an installation agreement with We Energies to install a street light at S. 50th Street and W. Minnesota Avenue.

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

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


APPROVED:

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

ATTEST:

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

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

<p style="text-align: center;"><b>APPROVAL</b></p> 	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">07/05/23</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution Authorizing Certain Officials to Accept a Conservation Easement For and As Part of the Approval of A Certified Survey Map Upon Property Located at 3617 West Oakwood Road in the City of Franklin, Milwaukee County, Wisconsin (Stewart M. Wangard, Member of Oakwood Industrial Llc, Applicant)</b></p> <p style="text-align: center;"><b>(At 3617 West Oakwood Road)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">C.5.</p> <p style="text-align: center;"><b>Dist. 4</b></p>
<p>City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a Certified Survey Map upon the application of Stewart M. Wangard, member of Oakwood Industrial LLC.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Resolution No. 2023-_____, authorizing certain officials to accept a conservation easement for and as part of the approval of a Certified Survey Map upon property located at 3617 W. Oakwood Rd. in the City of Franklin, Milwaukee County, Wisconsin (STEWART M. WANGARD, MEMBER OF OAKWOOD INDUSTRIAL LLC, APPLICANT) (AT 3617 WEST OAKWOOD ROAD)</p>		

Department of City Development: MX

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*[DRAFT 06-29-2023]*

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

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A  
CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 3617 WEST OAKWOOD  
ROAD IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN  
(STEWART M. WANGARD, MEMBER OF  
OAKWOOD INDUSTRIAL LLC, APPLICANT)  
(AT 3617 WEST OAKWOOD ROAD)

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WHEREAS, the Common Council having approved a Certified Survey Map upon the application of Stewart M. Wangard, member of Oakwood Industrial LLC, on May 2, 2023, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the mitigation areas, wetlands, wetland buffers, wetland setbacks, ponds and mature woodlands on the site; and

WHEREAS, §15-7.0702.P. of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Certified Survey Map review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Certified Survey Map; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Oakwood Industrial LLC, in the form and content as annexed hereto, be and the same is hereby approved, subject to review and approval by the Department of City Development and technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation Easement 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.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
CONSERVATION EASEMENT  
OAKWOOD INDUSTRIAL LLC  
RESOLUTION NO. 2023-\_\_\_\_\_  
Page 2

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

APPROVED:

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

ATTEST:

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

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

**CONSERVATION EASEMENT**

**OAKWOOD INDUSTRIAL**

3617 West Oakwood Road, Franklin, Wisconsin 53132

PIN 9509997002

This Conservation Easement (the "Agreement") is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Oakwood Industrial LLC, a Wisconsin limited liability company, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

**WITNESSETH**

WHEREAS, Grantor is the owner in fee simple of certain real property described in Exhibit A attached hereto and hereby made a part hereof (the "Property"); and

WHEREAS, Grantor has agreed to subject a portion of the Property as depicted and described in Exhibit B attached hereto and hereby made a part hereof (the "Protected Property") to the Agreement; and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the Protected Property including, without limitation, wetlands and woodlands, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a "holder", as contemplated by §700.40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the Agreement on, over, and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this Agreement; and

WHEREAS, the Grantee is willing to accept this Easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby;

**GRANT OF EASEMENT**

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a non-exclusive conservation easement in perpetuity on, over, and across the Protected Property.

Grantee's rights hereunder shall consist solely of the following:

1. To view the protected property in its natural, scenic, and open condition;
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as

amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that

there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

## COVENANTS

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely, that, on, over, or across the Protected Property, the Grantor, without the prior consent of the Grantee, shall not:

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill, or change the topography of the land or it's natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the protected property or not typical wetland vegetation, and
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

To have and to hold this Grant of Easement unto the Grantee forever. Except as expressly limited herein, the Grantor reserves all rights as owner of the Protected Property, including, but not limited to, the right to use the Protected Property for all purposes not inconsistent with this grant. Grantor shall be responsible for the payment of all general property taxes levied, assessed, or accruing against the Protected Property pursuant to law

The covenants, terms, conditions, and restrictions set forth in this Agreement shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity. This grant may not be amended, except by a writing executed and delivered by grantor and grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail, return receipt requested, as follows:

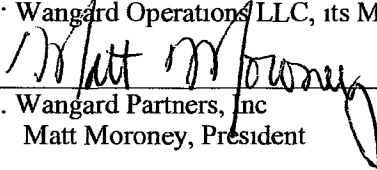
To Grantee:  
City of Franklin  
Office of the City Clerk  
9229 W. Loomis Road  
Franklin, Wisconsin 53132

*[Signatures begin on following page ]*

SIGNATURE PAGE TO CONSERVATION EASEMENT

In witness whereof, the Grantor has set his hand and seals this on this date of \_\_\_\_\_, 2023.

Oakwood Industrial LLC, Grantor  
A Wisconsin limited liability company  
By: Wangard Entity Manager LLC  
As manager for Oakwood Industrial LLC  
By: Wangard Operations LLC, its Manager

  
By: Wangard Partners, Inc  
Matt Moroney, President

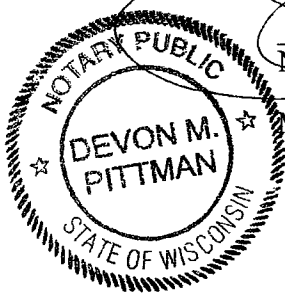
STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

Before me personally appeared on the 15<sup>th</sup> day of May, 2023.

The above named manager, of Oakwood Industrial LLC to be known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation



  
NOTARY PUBLIC

Devon M. Pittman

My commission expires 12/31/2025







Exhibit A  
PROPERTY

**LEGAL DESCRIPTION DERIVED FROM FIRST AMERICAN TITLE INSURANCE  
COMPANY COMMITMENT NO. NCS-1014094-MKE, COMMITMENT DATE: JUNE 23,  
2020.**

THE EAST FIFTY (50) ACRES OF THE NORTH WEST QUARTER OF SECTION NUMBERED THIRTY-SIX (36), IN TOWNSHIP NUMBERED FIVE (5) NORTH OF RANGE NUMBERED TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN EXCEPTING THEREFROM LANDS CONVEYED IN QUIT CLAIM DEED RECORDED MAY 11, 1989, REEL 2329, IMAGE 410, AS DOCUMENT NO. 6275397, DESCRIBED AS FOLLOWS. THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 SECTION; THENCE SOUTH 88° 36' 23" WEST, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 60.01 FEET TO A POINT; THENCE NORTH 00° 21' 20" WEST, AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 30.01 FEET TO A POINT, THENCE NORTH 88° 36' 23" EAST 60 01 FEET TO A POINT, THENCE SOUTH 00° 21' 20" EAST, ALONG THE EAST LINE OF SAID 1/4 SECTION, 30.01 FEET TO THE POINT OF BEGINNING. FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED JUNE 20, 2006 AS DOCUMENT NO 9255626, FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN TRUSTEES DEED RECORDED MARCH 6, 2020 AS DOCUMENT NO 10958156

**AS SURVEYED DESCRIPTION**

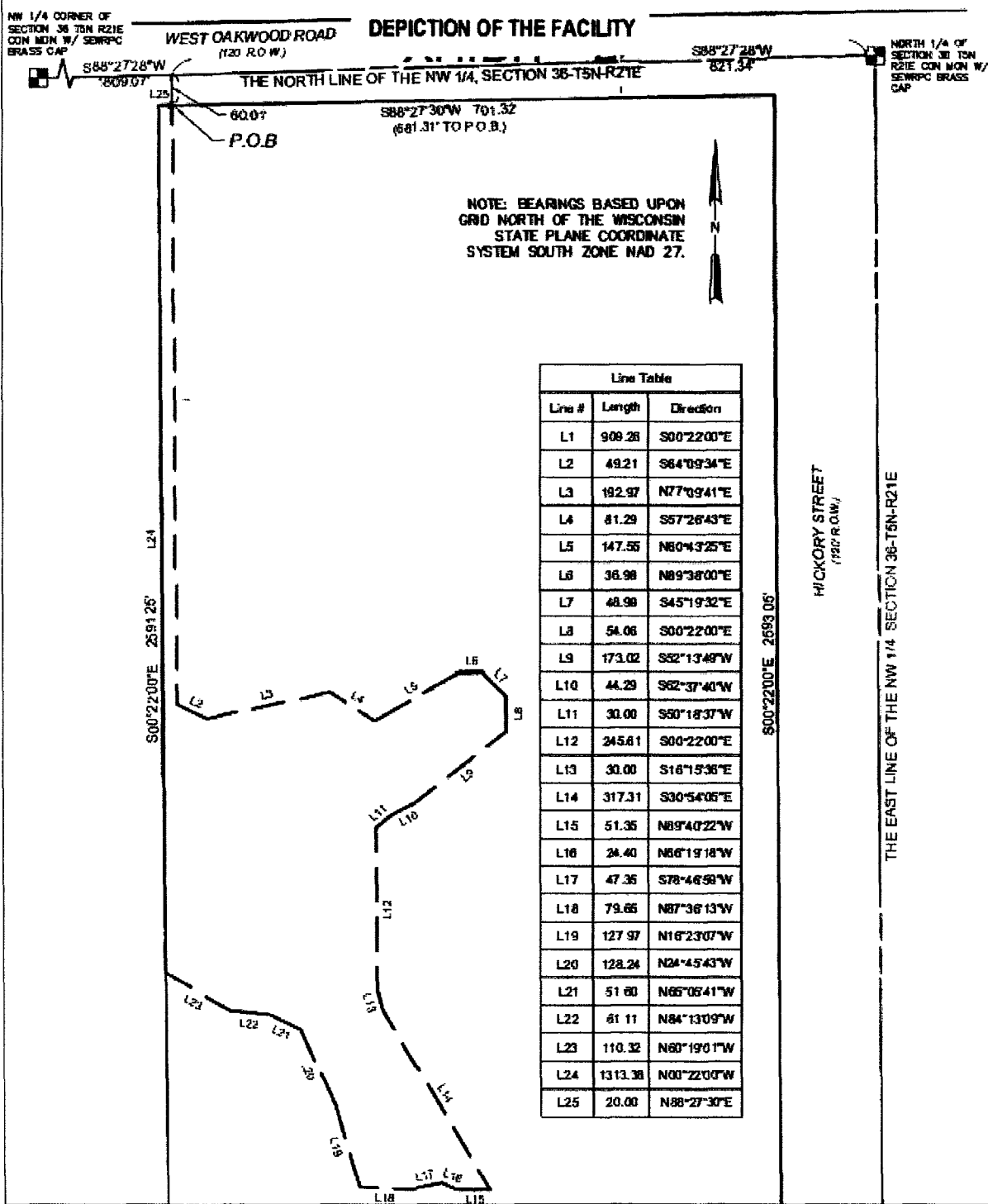
*Being part of the North ½ of the Northeast 1/4 of section 36, in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows*

*Commencing at the North ¼ corner of said Section 36, thence South 88°27'30" East, coincident with the north line of the Northeast ¼ of said section, 120 03 feet, thence South 00°22'00" East, being parallel to and 120 feet west of the east line of said ¼ section, 60 02 feet to the Point of Beginning, thence continue South 00°22'00" East, 2,593 05 feet to a point on the south line of said ¼ Section, thence South 88°36'18" West, coincident with said south line 701 28 feet to a point, thence North 00°22'00" West 2591 25 feet to a point on the south line of West Oakwood Road, thence North 88°27'30" East, coincident with said south line 701 32 feet to the point of beginning*

*Said described parcel contains 1,817,538 square feet or 41 725 acres of land*

Exhibit B

PROTECTED PROPERTY



Line Table		
Line #	Length	Direction
L1	908.28	S00°22'00"E
L2	49.21	S64°09'34"E
L3	182.97	N77°09'41"E
L4	81.29	S57°26'43"E
L5	147.55	N60°43'25"E
L6	36.98	N89°38'00"E
L7	68.99	S45°19'32"E
L8	54.06	S00°22'00"E
L9	173.02	S52°13'49"W
L10	44.29	S62°37'40"W
L11	30.00	S50°18'37"W
L12	245.61	S00°22'00"E
L13	30.00	S16°15'36"E
L14	317.31	S30°54'05"E
L15	51.35	N89°40'22"W
L16	24.40	N66°19'18"W
L17	47.35	S78°46'59"W
L18	79.65	N87°36'13"W
L19	127.97	N16°23'07"W
L20	128.24	N24°45'43"W
L21	51.60	N65°05'41"W
L22	61.11	N84°13'09"W
L23	110.32	N60°19'01"W
L24	1313.38	N00°22'00"W
L25	20.00	N88°27'30"E

**Kapur**  
 7711 N. PORT WASHINGTON RD.  
 MILL WAUKESHA, WI 53227  
 kapur@kc.com

3617 West Oakwood Road  
 Franklin, WI.

DRAWN BY A.M.

REVISION	DATE	03/10/2023
	SCALE	1"=200'
1 of 2		

**DESCRIPTION OF THE EASEMENT AREA**

**DESCRIPTION - CONSERVATION EASEMENT**

Part of the Northeast 1/4 of the Northwest 1/4 Section 36 Town 5|North Range 21 East in the City of Franklin, Milwaukee County Wisconsin, bounded and described as follows.


Commencing at the North 1/4 corner of said Section 36; thence S88°27'28"W coincident with the North Line of said Northwest 1/4 of Section 36, 821.34 feet; thence S00°22'00"E 60.01 feet to a point on the north right of way line for West Oakwood Road, said point being the point of beginning; thence continue S00°22'00"E 909.26 feet; thence S64°09'34"E 49.21 feet; thence N77°09'41"E 192.97 feet; thence S57°26'43"E 81.29 feet; thence N60°43'25"E 147.55 feet; thence N89°38'00"E 36.98 feet; thence S45°19'32"E 48.99 feet; thence; S00°22'00"E 54.06 feet; thence S52°13'49"W 173.02 feet; thence S62°37'40"W 44.29 feet; thence S50°18'37"W 30.00 feet; thence S00°22'00"E 54.61 feet; thence S16°15'36"E 30.00 feet; thence S30°54'05"E 317.31 feet; thence N89°40'22"W 51.35 feet; thence N66°19'18"W 24.40 feet; thence S78°46'59"W 47.35 feet; thence N87°36'13"W 79.65 feet; thence N16°23'07"W 127.97 feet; thence N24°45'43"W 128.24 feet; thence N65°05'41"W 51.60 feet; thence N84°13'09"W 61.11 feet, thence N60°19'01"W 110.32 feet; thence N00°22'00"W 1313.38 feet to a point on the south right of way line for West Oakwood Road; thence N88°27'30"E 20.00 feet to the point of beginning.



3617 West Oakwood Road  
Franklin, WI.

REVISION	DATE	03/10/2023
	SCALE	
DRAWN BY	A.M	
		2 of 2

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<p style="text-align: center;"><b>APPROVAL</b></p> 	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> July 5, 2023</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">von Briesen &amp; Roper, s.c. Attorneys Request for Potential Conflict of Interest Informed Consent Waiver with Regard to the Performance of Legal Services for the City of Franklin upon Labor Matters, and also to Represent Fox Glen Corporate Centre, LLC in the Pending Municipal Court matter <i>City of Franklin v. Fox Glen Corporate Center</i>, Case No. N 1427666</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.L.</p>

Annexed hereto is a copy of an informed consent request letter from Atty. Christopher R. Smith, a conflict waiver so that von Briesen & Roper, s.c. may represent Fox Glen Corporate Centre, LLC regarding a matter filed by the City against Fox Glen relating to the disposition of soils located on Fox Glen's property in Franklin. The reason for the request is that von Briesen & Roper, s.c., primarily by way of Atty. Kyle Gulya, performs labor matters legal counsel representation for the City. Atty. Smith was previously an Assistant City Attorney for the City of Franklin. The City Engineer and the City Attorney have no objection to a grant of the waiver.

**COUNCIL ACTION REQUESTED**

A motion to authorize the City Attorney to execute the informed consent letter in the form and content as annexed hereto and deliver same to von Briesen & Roper, s.c. c/o Atty. Christopher R. Smith.

TAGLaw International Lawyers

Christopher R. Smith

Direct Telephone

414-287-1499

christopher.smith@vonbriesen.com

June \_\_, 2023

**VIA E-MAIL: JWeslaw@aol.com**

Mr. Jesse Wesolowski, City Attorney  
City of Franklin  
c/o Wesolowski, Reidenbach & Sajdak, S.C.  
11402 West Church Street  
Franklin, WI 53132

Re: Conflict Waiver

Dear Attorney Wesolowski:

I am writing to you to request a conflict waiver so that von Briesen & Roper, s.c. may represent Fox Glen Corporate Centre, LLC regarding a matter recently filed by the City against Fox Glen relating to disposition of soils located on Fox Glen's property in Franklin.

Our firm currently represents the City of Franklin on other unrelated matters. To the extent that this presents a conflict of interest with undertaking the representation of Fox Glen, we are writing to request a conflict waiver from you. Under the Wisconsin Supreme Court rules, where there is a potential for a conflict of interest, we may only represent both clients if: (1) we reasonably believe that we can provide competent and diligent representation to each affected client; (2) the representation of each client is unrelated; (3) the representation of both clients is not prohibited by law; and (4) each client gives informed consent to the representation in writing.

We have been asked to assist Fox Glen regarding the above-referenced claim. As a result, we conclude that we are not prohibited by law from representing either entity with regard to the work that has been requested.

If you agree to provide this waiver, please sign below and return an executed copy to me. However, if you have any questions or concerns or would like to discuss further, please feel free to contact me. Thank you in advance for your consideration of this request.

Very truly yours,

von BRIESEN & ROPER, s.c.

*Christopher Smith*

Christopher R. Smith

CRS:aew

\_\_\_\_\_  
Atty. Jesse Wesolowski  
City of Franklin

39853500\_1 DOCX



<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>7/05/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorization for Execution of Standard Service Contract Between Heartland Business Systems and City of Franklin</b></p> <p style="text-align: center;"><b>Police Department Budget \$247,000 Capital Outlay Budget Account 46-0211-5812.7102</b></p> <p style="text-align: center;"><b>City Hall Budget \$350,000 Capital Outlay Budget Account 46-0181-5499</b></p> <p style="text-align: center;"><b>Public Library Budget \$25,000 Capital Outlay Budget Account 15-0511-5822</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.7</p>
<p><b>BACKGROUND:</b></p> <p>During the April 18, 2023 meeting, the Council authorized the Statement of Work and proposals by Heartland Business Systems for the installation, cabling, and management services for video surveillance projects for the Franklin Police Department, City Hall, and Public Library. The Council authorized technical changes to the Statement of Work via change orders as deemed necessary by the Director of IT.</p> <p><b>ANALYSIS:</b></p> <p>The original proposal did not address standard requirements for insurance, liability, and authorization to accept work items as completed for services rendered. It is a recommendation by the City Attorney that the standard City of Franklin service contract be authorized and executed to address elements that are missing from the original proposal.</p> <p><b>FISCAL IMPACT:</b></p> <p>No direct fiscal impact.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>Motion to authorize the execution of a standard service contract and attachments with Heartland Business Systems for three video surveillance systems, not to exceed the allocated total funds of \$482,000.</p>		

## **A G R E E M E N T**

This AGREEMENT, made and entered into this 15 day of May, 2003, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Heartland Business Systems, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 1700 Stephen Street, P. O. Box 347, Little Chute, WI 54140.

## **W I T N E S S E T H**

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide the cabling and installation of video surveillance and recording systems at the Franklin Police Department, City Hall, and Public Library.

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

### **I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A. CONTRACTOR shall provide services to CLIENT for Milestone and Axis Video Surveillance & Control Systems, as described in CONTRACTOR's proposal to CLIENT dated April 7, 2023, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party. However, the use of general advertisements or employment postings made available to the general public shall not constitute a solicitation, and shall not violate this section.

## **II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$482,000, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a fixed fee basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$482,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.

In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.

## **III. MODIFICATION AND ADDITIONAL SERVICES**

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the parties shall execute a mutually agreed upon Change Order.

## **IV. ASSISTANCE AND CONTROL**

- A. Director of IT and Assistant Chief of Police will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Jason Simon as CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

## **V. TERMINATION**

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, expenses that CONTRACTOR has reasonably incurred pursuant to the

parties' agreement, and any products and materials ordered in good faith pursuant to the parties' agreement that cannot be cancelled or returned. No amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.

- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

**VI. INSURANCE**

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

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

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

## **VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT. However, under no circumstances shall CONTRACTOR's total aggregate liability for indemnification, defense and hold harmless exceed CONTRACTOR's insurance coverage in the amount of ten million dollars.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

## **VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of May 26, 2023.

## **IX. DISPUTES**

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

## **X. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

## **XI. MISCELLANEOUS PROVISIONS**

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons

providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.

- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

## **XII. CONTROLLING TERMS AND PROVISIONS**

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

HEARTLAND BUSINESS SYSTEMS, LLC

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME John Nelson

PRINT NAME Jonathan Groh

TITLE. Mayor

TITLE. Staff Attorney

DATE \_\_\_\_\_

DATE June 29, 2023

BY \_\_\_\_\_

PRINT NAME. Karen Kastenson

TITLE. City Clerk

DATE. \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Danielle Brown

TITLE: Director of Finance & Treasurer

DATE. \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

DATE \_\_\_\_\_



# Statement of Work

City of Franklin City Hall

MILESTONE AND AXIS VIDEO  
SURVEILLANCE

## SOW Prepared By:

**Greg Borchard**  
Solution Consultant  
Heartland Business Systems, LLC  
N28 W23050 Roundy Dr STE 200  
Pewaukee, WI 53072  
Phone (800) 236-7914  
[gborchard@hbs.net](mailto:gborchard@hbs.net)

**Benjamin A. Funcke**  
Physical Security Design Engineer  
Heartland Business Systems, LLC  
1700 Stephen St  
Little Chute, WI 54140  
Phone (800) 236-7914  
[bfuncke@hbs.net](mailto:bfuncke@hbs.net)

**Jason Simons**  
Project Manager  
Heartland Business Systems, LLC  
1700 Stephen St  
Little Chute, WI 54140  
Phone (800) 236-7914  
[jsimons@hbs.net](mailto:jsimons@hbs.net)





## Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for City of Franklin City Hall (hereinafter referred to as “City Hall” or “Customer”).

HBS has been working with the City for the last several years to understand their needs and suggest multiple options for consideration. We have looked at cloud solutions and on Prem solutions and have determined that Milestone Expert Video Surveillance Solution with Axis cameras best meets the stated needs and at a value that is affordable. This solution will work very well across the whole City of Franklin campus. Axis has in business since 1984 and is a market leader with the largest market share and largest portfolio of commercial grade products. (See attachment for more details). Below is a summary of the high-level benefits for you:

- Expansion of Milestone Video Management System quoted for City of Franklin Police Department for one consistent user interface
- Network Video Recorder located at City Hall
- Scalable open architecture solution with a wide variety of integrations for door access and panic alarms.
- High resolution recording for clear images even on moving objects with H.265 Ramp-up recording (1 frame per second continuous, 15 frames per second on motion event) for 121 Days with 20% overhead for expansion
  - 208 TB RAW Storage, 178TB Useable after RAID5
  - 20% Storage Growth included
  - 1 Open storage bays available for 16TB drives; 16TB RAW storage growth available.
- NDAA compliant devices for secure data
- Interactive floor plan and camera mapping function for easy customer viewing and documentation
- Object analytics on DLPU (Deep Learning Processing Unit) and MLPU (Machine learning Processing Unit) cameras for smart alerts and warnings
  - Cameras not designated DLPU or MLPU will observe motion as pixel change in their field of view
- From the SOW Compliance requests we provide the following summary:
  - Hardware Deliverables – Compliant, see quote for product details.
  - Software Deliverables – All software and licensing are included within the quote. Milestone Device Care for XProtect Expert will reoccur every 5 years.
  - Cabling Requirements – Compliant, new CAT6 data cable will be installed for all camera locations.
  - Layout of Cameras and Ranges of Coverages – See Line and Placement Drawing
  - Door Access Control – Milestone XProtect Expert supports many electronic access control integrations. These integrations include electronic access control alerts into Milestone, camera footage recalled from electronic access control, or a hybrid of both.
  - Video Storage – HBS has put together a solution to keep video surveillance for 120 + day of event to comply with Wisconsin Statute 893.82(3) 120+Day of Event Retention Justification for video/monitoring recordings. Video will be recorded 24 hours a day at 1 frame per second. Video will be recorded at 15 frames per second 5 seconds prior to a motion event and 5 seconds after
    - All cameras include an SD card that will record video for approximately 30 days to meet backup data requirement.
    - SD Cards designed for storage per camera based on frames per second and resolution
      - 2 SD Card storage sizes used



- 512GB
- 1TB
- BCD Video network video recorders have next business day hardware replacement warranty through Dell.
- Security – Compliant
- Configuration – Compliant
- Documentation – Complaint, HBS will provide a full as-built document.
- De-installation of Existing Equipment – Complaint, existing edge device will be removed and placed where the Customer designates. Existing cabling will be coiled and secured above the ceiling. Removal of cabling not included under this scope but can be offered as another engagement.
- Warranty Costs –
  - Commscope – 25-year warranty, included
  - BCD Video Network Video Recorder – 5-year next business day warranty, included
  - AXIS Surveillance Cameras – 5-year warranty
  - Milestone – 5-year base and device care included
    - Base and device care include manufacturer support through reseller and access to software upgrades
- Extended Configuration & Maintenance Support – Optional Collabguard agreement included. (City Hall, the PD and Library can all share the same Collabguard agreement) Without a Collabguard agreement, service is charged as “Best Effort” time and material or from a flexible labor block.
- Education and Training – (4) Hours of training included within this scope of work led by HBS. Manufacturer led training available at additional cost.
- Application Standards – Compliant

## Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”)- in implanting this solution for the Franklin PD.

### In Scope

- Project Management
- Database design meeting
- Provide and install cable pathways
  - Conduit to be installed as needed
- Provide, install, terminate, and test yellow CAT6 data cable
- Provide patch panel(s)
- Provide patch cable(s)
- Provide, install, and terminate devices on attached quote
- Installation and programming of cameras
- Database and device programming
  - Milestone software Active Directory setup (Active Directory setup by Customer)
  - Configuration and optimization of recording software and IP cameras
  - Mapping setup
  - SMTP alerts configured



- AXIS fail over recording through SD cards.
- Administrative and user training
- Provide as-built PDF following signed Project Closure letter returned to HBS Project Manager

### Customer Provided

- Database information
- Available Rackspace
- Network configuration
- Network switch ports
  - POE: 28
  - POE+: 3
  - Standard: 3
- Network path to VMWare hosted Management Server as part of City of Franklin Police Department quote
- SSL Certificate for Mobile Server
- Client work and viewing stations
- High voltage electric work (receptacles or circuits)
  - (2) outlets for Network Video Recorder (separate circuits preferred)
- Rackspace available
- Active Directory programming
- Digital equipment monitoring
- Software and firmware updates
- Equipment and trash disposal
- Any work or material not specifically identified in this document is not included in this Agreement. The out-of-scope items shall include the following: Deployment of any additional equipment not specifically listed in this SOW or Quote for the project.

### Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process, as necessary.



○

#### *Working Conditions and Access*

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts, or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of scope issues through the Change Order process or on a time and materials basis.

#### *Testing, Notification and Change Control*

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables.
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

## Milestones

The project milestones below are utilized to track progress against the Project Plan.

Milestone
Implementation Team Introduction and kickoff meeting



Database Design Meeting
Cabling and Conduit Rough-in and Termination
System Programming
IP Camera Installation and removal of existing surveillance equipment
Administrative and User Training
Signed Project Closure letter returned to HBS Project Manager

## Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as "Deliverables") for this project:  
Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	Database design document
2	System installed and programmed
3	As-built PDF documentation

## Fixed Fee Pricing

This SOW is fixed fee. Any additional work required under a Change Order will also be billed to City of Franklin City Hall  
Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item  
City of Franklin City Hall agrees to compensate HBS for providing the Deliverables as stated in the attached Quote #251687

## Project Completion

Project will be complete when all Deliverables have been provided to Customer.  
Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted  
After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered

## Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.



## Terms

**Binding Agreement.** This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

**Order of Precedence.** Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

**Work Hours.** All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing.

**General.** No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

**Confidentiality.** Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

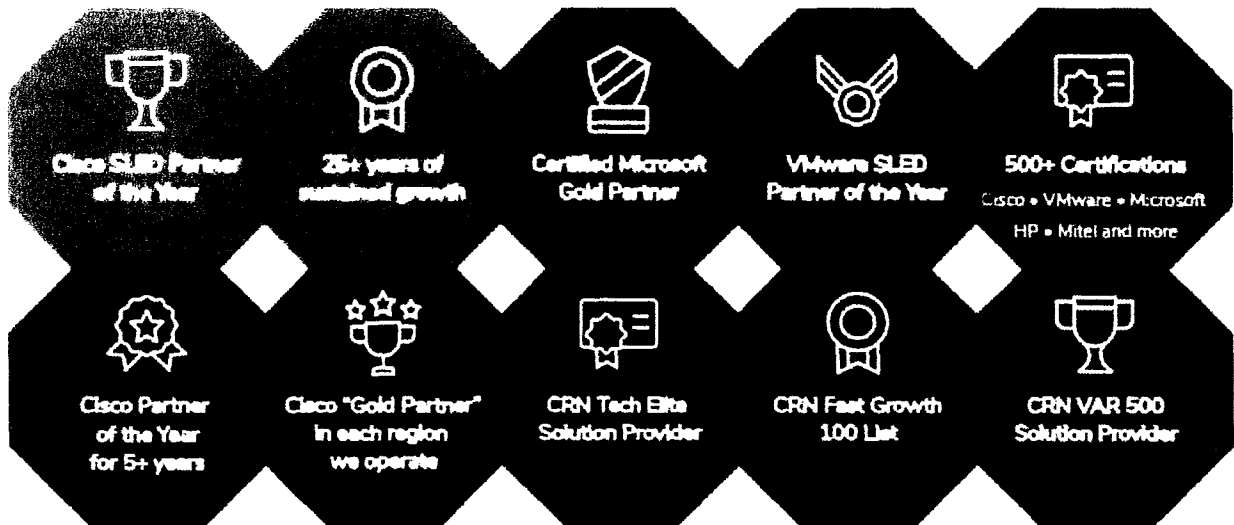
## Heartland Business Systems Overview

Heartland has enjoyed significant growth for more than 30 years and currently employs over five hundred employees across Wisconsin (Office is: Little Chute, Pewaukee, Madison, and Wausau), Illinois, Iowa, Minnesota, Michigan, Nebraska, Arkansas, Missouri, and Arizona. It is Heartland's commitment to its our mission, "to implement hardware and software technologies that will improve the profitability of every customer we serve," that is the cornerstone to its success.

From the very beginning, the mission of Heartland has been to implement hardware and software technologies that will improve the success of the customers we serve. Technology is the key to success for every organization. You need instant access to information to make the very best business decisions. At Heartland, our capabilities and expertise make us uniquely qualified to put you in touch with the very latest in technology. It takes experience to design the right program to meet your needs – not just for today, but for the future. It takes leadership to put that plan in place. At Heartland, we pledge to provide you with unsurpassed customer service to help increase your productivity, efficiency, and profitability.



## Industry Awards and Achievements



### Why Customers Choose Heartland

**Systems Integration** - Heartland has been doing systems integration, of all types and sizes, for 25+ years which continues to be the backbone of Heartland services.

**Expertise** - Heartland's staff carry the top certifications in the industry and we pride ourselves on being the best at what we do. Heartland continues to combine the best and brightest talent in the industry along with cutting edge technology.

**Depth & Breadth of Solutions and Services** - Heartland's ability to combine leading technology solutions and engineering consulting/services are unmatched in the industry. Heartland can be your one go-to partner for accomplishing your organization goals on the pathway to success.

**Lifecycle of Service Approach** - Heartland's partnership compliments your IT Team with everything needed to complete short- and long-term goals. We provide services that support our customers across all stages of their IT journey

**We Deliver** - Quite simply we deliver the solutions we recommend on time and on budget.

### Services Available

Heartland Business Systems is a full-service start-to-finish partner. We have led our customers to cutting-edge technology to support the needs of all skill levels. Heartland will be able to meet the needs of the current scope of this SOW Request but also take you into the future (beyond hardware)

HBS would not be considered a partner if we were to implement a solution and walk away. We are interested in creating a partnership that will be there to support you on days 2, 3, 4 and beyond to ensure you are successful and that your



investment is fully realized We are here for the long haul and committed to giving the best experience in what we do. Our skillsets range from managed services to information security to the private, public and hybrid cloud

Our team of highly skilled engineers provides quality service while you control IT costs and maintain your budget. The depth of our Engineering bench is second to none. Our team of 200+ engineers each bring their own industry experiences and knowledge to the task at hand. Our range of skillsets vary from a “jack of all trades” to the highest certification level in their respected field.

**Key Personnel Technical Experience & Certifications:**

Our security project team is led by Matt Hinz who comes with over 15 years of experience in Physical Security design and installation Between the team resources, all the necessary certifications and solid experience are in place to provide environments like yours with an outstanding design and successful project installation.

Following are more details about some of our team and their experience:

<b>Engineer</b>	<b>Technical Experience</b>	<b>Certifications</b>
Chad Wittkopf	Low Voltage Cabling	Bicsi Technician
Physical Security Engineer	Verkada	Axis Certified Professional
Little Chute, WI	Milestone/Open Options	Milestone Integration Technician (M CID)
	Axis/Amag	ExacqVision Innovative Solutions (PSOL)
Dayne Drexel	Low Voltage Cabling	Bicsi Technician
Cabling Foreman	Fiber Optic Cabling	Bicsi Fiber and Copper II
Little Chute, WI		Light Brigade Installer
Jason Simons	Low Voltage Cabling	Bicsi Technician
Technical Project Manager	Fiber Optic Cabling	Light Brigade Installer
Little Chute, WI	Project Management	Certified Associate in Project Management (CAPM)
Russell Meehan	Hanwha	Wisenet Certified Professional
Physical Security Engineer	Axis/Amag	Symmetry Security Management System
Little Chute, WI	Milestone	Xprotect





	ExacqVision	ExacqVision Innovation Solutions (PSOL)
	OpenOptions	Fusion Essential Software Certified Technician
	Verkada	NetBox Basic Certification
Josh Foster	AXIS	Network Video/ Camera Station Specialist
Physical Security Engineer	LENEL - S2	NetBox Basic Certification
Little Chute, WI	Verkada	Access Control Installation Training
	Video Insight	VI Integrator Certification
	ExacqVision	Reseller Technical Training

Our Axis Certified Professional team is made up of multiple 20+ year experienced engineers will engage to configure and install your cameras. This team is experienced with police, fire and public building installations and the specific needs that arise around compliance and public safety.

Heartland will be able to fully install the camera system, including mounting and aiming of the cameras, configuration, and programming of the cameras. We will work with you to ensure there is an agreed acceptable view of each installed camera before we add it into the system. Heartland will provide a Scope of Work for the project to be signed off by the customer and adhere to what is in that scope as well as receive customer acceptance and signoff before closing the project.

Additionally, Heartland provides expert and comprehensive structured data and fiber optic cabling along with network installation services for data, voice, audio, and video systems in a variety of different environments using the TIA/EIA-568 standards. With over 20 years of experience and BICSI & CTS certified technicians, Heartland excels in providing solutions in audiovisual, security, and communication, assuring industry standards are exceeded, so we can offer a 100% turnkey solution for our customers.

**Security Cameras at City Hall**

**Quote #251687 v4**

Prepared For  
**Franklin, City of**  
 James Matelski  
 9229 W Loomis Road  
 Franklin WI 53132

Prepared By  
**SWI**  
 Greg Borchard  
 N28 W23050 Roundy Drive, Suite 200  
 Pewaukee, WI 53072

Date Issued  
**04.11.2023**  
 Expires  
**04.28.2023**

P: (414) 427-7645  
 E: JMatelski@franklinwi.gov

P: 262-650-6500 ext 1222  
 E: gborchard@hbs.net

Surveillance		Price	Qty	Ext. Price
01604-001	IP Camera - AXIS - Indoor/Outdoor - 2MP Turret - IR - WDR	\$293 75	3	\$881 25
01605-001	IP Camera - AXIS - Indoor/Outdoor - 4MP Turret - IR - WDR	\$377 91	14	\$5,290 74
02372-001	IP Camera - AXIS - Outdoor - 4MP Dome - IR - WDR - DLPU	\$579 92	7	\$4 059 44
02100-001	IP Camera - AXIS - Indoor/Outdoor - 12MP Fisheye - IR - WDR - DLPU	\$857 96	1	\$857 96
01500-001	IP Camera - AXIS - Indoor/Outdoor - 4x4MP Dome - IR - WDR	\$1,430 01	1	\$1,430 01
02416-001	IP Camera - AXIS - Outdoor - 2x5MP Dome - IR - WDR - DLPU	\$925 00	1	\$925 00
01819-001	IP Camera - AXIS - Outdoor - 3x5MP Panoramic Dome - IR - WDR - MLPU	\$1,808 76	1	\$1,808 76
02366-001	IP Camera Accessory - AXIS - SD Card - 1TB	\$361 08	13	\$4,694 04
02365-001	IP Camera Accessory - AXIS - SD Card - 512GB	\$167 49	17	\$2,847 33
5507-271	IP Camera Accessory - AXIS - Mount - Telescopic Parapet	\$319 00	2	\$638 00
01513-001	IP Camera Accessory - AXIS - Mount - Pendant Kit	\$83 32	1	\$83 32
02076-001	IP Camera Accessory - AXIS - Pendant Kit	\$58 07	1	\$58 07
XPETBL	License - Base - XProtect Expert	\$1,629 81	1	\$1,629 81
XPETDL	License - Device - XProtect Expert	\$218 96	28	\$6,130 88
Y5XPETBL	License - Device - Care Plus XProtect Expert - 5 Year	\$978 35	1	\$978 35
Y5XPETDL	License - Device - Care Plus XProtect Expert - 5 Year	\$132 00	28	\$3,696 00
CS34P YEL C6 4/23 U/UTP CPK 1KFT	Cable - Plenum - CAT6 - Yellow - 1000ft.	\$323 75	8	\$2,590 00
CPP-UDDM-M- 1U-24	Patch Panel - Modular - 24 Port	\$71 94	4	\$287 76
SMB-1P-448	Modular - Surface Box - Ivory - 1 port	\$3 50	28	\$98 00
UNJ600-YL	Data Jack - Insert - Yellow	\$8 06	56	\$451 36
UC1BBB2- 09F005	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair, yellow jacket, 5 feet	\$10 15	28	\$284 20
UC1BBB2- 09F007	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair, yellow jacket, 7 feet	\$11 02	28	\$308 56
BCH32	Cable Path - J-Hook -2	\$7 16	100	\$716 00

Part #	Description	Price	Qty	Ext. Price
BCH32-E-2-4	Pound-on J-Hook - 2"	\$9.25	100	\$925.00
HBS-MISC-CABLING	Miscellaneous Expenses - Labels - Hardware - Fittings - Wiremold - Conduit - Etc	\$1,000.00	1	\$1,000.00
<b>Subtotal</b>				<b>\$42,669.84</b>

Part #	Description	Price	Qty	Ext. Price
BCD214-PVS-210-208T-16	(1) Xeon Silver 4210 - (2) 8GB DDR4 RAM - (2) 240GB M.2 SSD - (13) 16TB SATA HDD - (208 TB Raw Storage, 178TB Usable) (2) 1GbE RJ45 (2) 10GbE SFP+ - (2) 1100W PSU - Windows Server 2019 - 5YR NBD Warranty	\$18,480.00	1	\$18,480.00
BCD-WA-11000-8G	NVIDIA T1000 8GB pro graphics board, 896 CUDA Cores, 8 GB GDDR6 GPU memory	\$672.35	1	\$672.35
BCD-SA-BVA-16T	1.6TB Enterprise NVMe Mixed Use Flash Storage (HHHL) - PCI Express 4.0 x8 (includes both FH & LP PCI Brackets)	\$1,416.18	1	\$1,416.18
BCD-SA-IDRAC-ENT-14G	Dell IDRAC Enterprise License 14G Servers	\$285.88	1	\$285.88
BCD-SA-10G-SFP+-D-1G-RJ45-D-MEZZ	Quad Port 2 x 10Gb SFP+ + 2 x 1Gb Base-T, rNDC	\$439.41	1	\$439.41
<b>Subtotal</b>				<b>\$21,293.82</b>

Services	Price	Qty	Ext. Price	
HBS-FE-PROJECT	Fixed Fee Project	\$28,397.50	1	\$28,397.50
<b>Subtotal</b>			<b>\$28,397.50</b>	

Quote Summary	Amount
Surveillance	\$42,669.84
Server	\$21,293.82
Services	\$28,397.50
<b>Total</b>	<b>\$92,361.16</b>

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only and do not include delivery setup or installation by Heartland HBS, unless otherwise noted. Installation by HBS is available at our regular hourly rates or pursuant to a pre-arranged HBS Flex Agreement. This configuration is presented as a quote only. HBS is not responsible for typographical and other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff or 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote and HBS disclaims any additional terms. By providing your E-Signature, you acknowledge that your electronic signature is the legal equivalent of your manual signature and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS Standard Terms and Conditions located at <http://www.hbs.net/standard-terms-and-conditions> which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS ST&Cs version 2018 v2.0 or later or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. QT 2020 v1.0

SWI

Franklin, City of

Greg Borchard

04/11/2023

*[Handwritten Signature]*  
4-19-2023

# Statement of Work

City of Franklin Police Department

**MILESTONE AND AXIS VIDEO  
SURVEILLANCE V2 APRIL 7, 2023**

## SOW Prepared By:

**Greg Borchard**

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**Jason Simons**

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## Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for City of Franklin Police Department (hereinafter referred to as “Franklin PD” or “Customer”)

HBS has been working with the Franklin PD for the last several years to understand their needs and suggest multiple options for consideration. We have looked at cloud solutions and on Prem solutions and have determined that Milestone Expert Video Surveillance Solution with Axis cameras best meets the stated needs and at a value that is affordable. Axis has been in business since 1984 and is a market leader with the largest market share and largest portfolio of commercial grade products. (See attachment for more details). Below is a summary of the high-level benefits for you (\* indicates changes from initial proposal)

- Centralized Video Management that can be used across multiple locations including City Hall and the Library
- Scalable open architecture solution with a wide variety of integrations for door access and panic alarms
- High resolution recording for clear images even on moving objects with H.265 Ramp-up recording (1 frame per second continuous, 15 frames per second on motion event) for 121 Days with 20% overhead for expansion.
  - 304TB RAW Storage, 245TB Useable after RAID6\*
  - 20% Storage Growth included\*
  - 7 Open storage bays available for 16TB drives, 112TB RAW storage growth available.\*
  - License Plate Verifier cameras continuous 30 frames per second\*
- For accessing views from multiple locations, we are offering Virtualized Management and Mobile server (Customer provided virtual environment and Windows licensing)
- NDAA compliant devices for secure data
- Interactive floor plan and camera mapping function for easy customer viewing and documentation
- +Object analytics on DLPU (Deep Learning Processing Unit) and MLPU (Machine learning Processing Unit) cameras for smart alerts and warnings
- Interview Rooms, Pay Window Customer, Pay Window Staff microphones replaced with AXIS IK10 vandal microphones\*
  - Existing microphone on/off switches to be re-used to wired into camera’s I/O module
  - Analog audio to be turned on / off via existng switch and AXIS IP Camera trigger and action rules
- Three Driveway IP cameras to incorporate License Plate Verification to provide a searchable database for ease of finding information in minimal time.
- (2) existing IP Cameras at Kaylas Park to be added to the Police Department recording server\*
- (1) IP Video door intercom added to SE employee door\*
  - Default answering through Milestone XProtect Application
  - Mobile answering available through AXIS Companion software
  - SIP integration to existing phone system available; not included within this scope
- From the SOW Compliance requests we provide the following summary.
  - Hardware Deliverables – Compliant, see quote for product details.
  - Software Deliverables – All software and licensing are included within the quote. Milestone Base and Device Care for XProtect Expert will reoccur every 5 years.
  - Cabling Requirements – Complaint, new CAT6 data cable will be installed for all camera locations.
  - Layout of Cameras and Ranges of Coverages – See Line and Placement Drawing



- Door Access Control – Cameras will record independent of the existing Lenel S2 access control system for the retention period of the system (specified at 131 days). Lenel S2 supports integration with Milestone with Lenel S2s Magic Monitor application. Alternatively, there is a 3<sup>rd</sup> party integration that brings Lenel S2 data into the Milestone XProtect interface. Licensing for these options is not in this scope of work.
- Video Storage – HBS has put together a solution to keep video surveillance for 120 + day of event to comply with Wisconsin Statute 893.82(3) 120+Day of Event Retention Justification for video/monitoring recordings Video will be recorded 24 hours a day at 1 frame per second. Video will be recorded at 15 frames per second 5 seconds prior to a motion event and 5 seconds after
  - All cameras include an SD card that will record video for approximately 60 days to meet backup data requirement. (3) License plate cameras will record video for approximately 20 days due to the extra frames per second required for that application. (1) IP intercom will video for approximately 20 days due to the extra frames per second required for that application.
  - SD Cards designed for storage per camera based on frames per second and resolution.
    - 3 SD Card storage sizes used\*
      - 256GB
      - 512GB
      - 1TB
  - BCD Video network video recorders have next business day hardware replacement warranty through Dell.\*
- Security – Compliant
- Configuration – Compliant
- Documentation – Compliant, HBS will provide a full as-built document.
- De-installation of Existing Equipment – Compliant, existing edge device will be removed and placed where the Customer designates. Existing cabling will be coiled and secured above the ceiling. Removal of cabling not included under this scope but can be offered as another engagement
- Warranty Costs –
  - Commscope – 25-year warranty, included
  - BCD Video Network Video Recorder – 5-year next business day warranty, included
  - AXIS Surveillance Cameras – 5-year warranty (Next day camera placement can be requested)\*
  - Milestone – 5-year base and device care included
    - Base and device care include manufacturer support through reseller and access to software upgrades
- Extended Configuration & Maintenance Support – Optional Collabguard agreement included. Without a Collabguard agreement, service is charged as “Best Effort” time and material or from a flexible labor block.
- Education and Training – (4) Hours of training included within this scope of work led by HBS. Manufacturer-led training available at additional cost.
- Application Standards – Compliant
- HBS will make our best effort to meet the desired May 15, 2023 installation date. With the current increased demand for security and the supply chain issues, some parts may be difficult to source by that date Where possible we have put “holds” on product for the Franklin PD so that it can be available to ship as soon as HBS is selected as your vendor of choice



## Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”)- in implanting this solution for the Franklin PD.

### In Scope

- Project Management
- Database design meeting
- Provide and install cable pathways
  - Conduit to be installed as needed
- Provide, install, terminate, and test black CAT6 data cable
- Provide patch panel(s)
- Provide patch cable(s)
- Provide, install, and terminate devices on attached quote
- Installation and programming of cameras
- Database and device programming
  - Milestone software Active Directory setup (Active Directory setup by Customer)
  - Configuration and optimization of recording software and IP cameras
  - Mapping setup
  - SMTP alerts configured.
  - AXIS fail over recording through SD cards.
- Administrative and user training
- Provide as-built PDF following signed Project Closure letter returned to HBS Project Manager

### Customer Provided

- Database information
- Available Rackspace
- Network configuration
- Network switch ports
  - POE: 48
  - POE+: 11
  - Standard: 3
- Virtual Machines and Windows licensing for Management and Mobile server
- SSL Certificate for Mobile Server
- Client work and viewing stations.
- High voltage electric work (receptacles or circuits)
  - (2) outlets for Network Video Recorder (separate circuits preferred)
- Rackspace available
- Active Directory programming
- Digital equipment monitoring
- Software and firmware updates
- Equipment and trash disposal



- Any work or material not specifically identified in this document is not included in this Agreement. The out-of-scope items shall include the following: Deployment of any additional equipment not specifically listed in this SOW or Quote for the project

### **Additional Requirements and Conditions**

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process, as necessary.

○

#### *Working Conditions and Access*

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts, or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis

#### *Testing, Notification and Change Control*

- Customer will provide advanced notification of any network outages or changes during the implementation period.





- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables.
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

## Milestones

The project milestones below are utilized to track progress against the Project Plan.

Milestone
Implementation Team Introduction and kickoff meeting
Database Design Meeting
Cabling and Conduit Rough-in and Termination
System Programming
IP Camera Installation and removal of existing surveillance equipment
Administrative and User Training
Signed Project Closure letter returned to HBS Project Manager

## Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as “Deliverables”) for this project:

Any change to the Deliverables listed below will require a Change Order

#	Deliverables
1	Database design document
2	System installed and programmed
3	As-built PDF documentation

## Fixed Fee Pricing

This SOW is fixed fee. Any additional work required or changes to assumptions will be addressed under a Change Order and will be billed to City of Franklin Police Department

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item Shipping costs are additional.

City of Franklin Police Department agrees to compensate HBS for providing the Deliverables as stated in the attached Quote #303625.



## Project Completion

Project will be complete when all Deliverables have been provided to Customer

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered

## Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order

## Terms

**Binding Agreement.** This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement

**Order of Precedence** Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

**Work Hours.** All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing

**General.** No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

**Confidentiality** Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

## Heartland Business Systems Overview

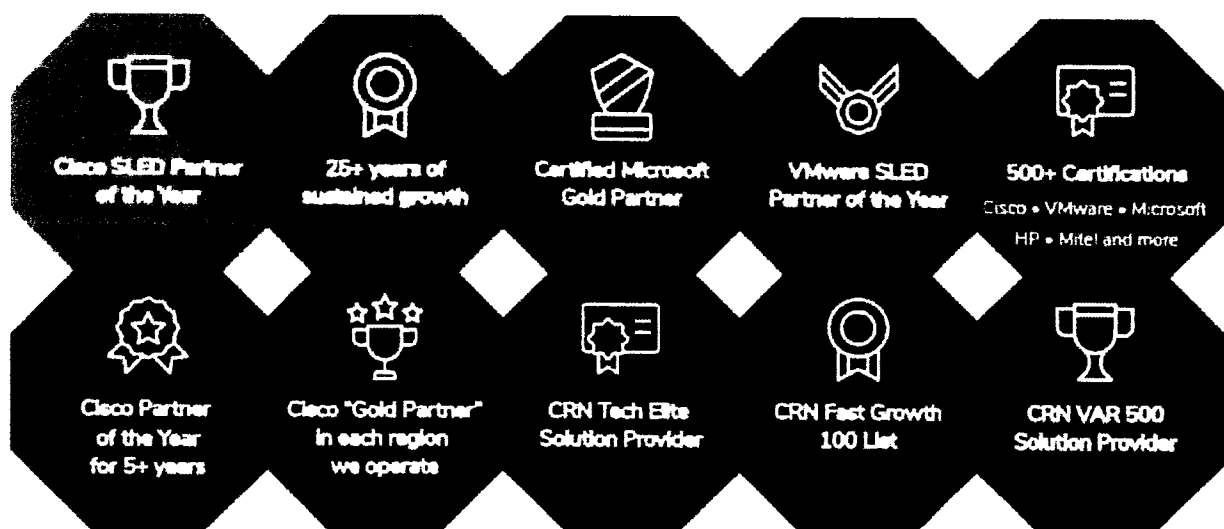
Heartland has enjoyed significant growth for more than 30 years and currently employs over five hundred employees across Wisconsin (Office is: Little Chute, Pewaukee, Madison, and Wausau), Illinois, Iowa, Minnesota, Michigan, Nebraska,



Arkansas, Missouri, and Arizona. It is Heartland's commitment to its our mission, "to implement hardware and software technologies that will improve the profitability of every customer we serve," that is the cornerstone to its success.

From the very beginning, the mission of Heartland has been to implement hardware and software technologies that will improve the success of the customers we serve. Technology is the key to success for every organization. You need instant access to information to make the very best business decisions. At Heartland, our capabilities and expertise make us uniquely qualified to put you in touch with the very latest in technology. It takes experience to design the right program to meet your needs – not just for today, but for the future. It takes leadership to put that plan in place. At Heartland, we pledge to provide you with unsurpassed customer service to help increase your productivity, efficiency, and profitability

### Industry Awards and Achievements



### Why Customers Choose Heartland

**Systems Integration** - Heartland has been doing systems integration, of all types and sizes, for 25+ years which continues to be the backbone of Heartland services.

**Expertise** - Heartland's staff carry the top certifications in the industry and we pride ourselves on being the best at what we do. Heartland continues to combine the best and brightest talent in the industry along with cutting edge technology

**Depth & Breadth of Solutions and Services** - Heartland's ability to combine leading technology solutions and engineering consulting/services are unmatched in the industry. Heartland can be your one go-to partner for accomplishing your organization goals on the pathway to success.

**Lifecycle of Service Approach** - Heartland's partnership compliments your IT Team with everything needed to complete short- and long-term goals. We provide services that support our customers across all stages of their IT journey.

**We Deliver** - Quite simply we deliver the solutions we recommend on time and on budget



Services Available

Heartland Business Systems is a full-service start-to-finish partner. We have led our customers to cutting-edge technology to support the needs of all skill levels. Heartland will be able to meet the needs of the current scope of this SOW Request but also take you into the future (beyond hardware).

HBS would not be considered a partner if we were to implement a solution and walk away. We are interested in creating a partnership that will be there to support you on days 2, 3, 4 and beyond to ensure you are successful and that your investment is fully realized. We are here for the long haul and committed to giving the best experience in what we do. Our skillsets range from managed services to information security to the private, public and hybrid cloud.

Our team of highly skilled engineers provides quality service while you control IT costs and maintain your budget. The depth of our Engineering bench is second to none. Our team of 200+ engineers each bring their own industry experiences and knowledge to the task at hand. Our range of skillsets vary from a "jack of all trades" to the highest certification level in their respected field.

Key Personnel Technical Experience & Certifications:

Our security project team is led by Matt Hinz who comes with over 15 years of experience in Physical Security design and installation. Between the team resources, all the necessary certifications and solid experience are in place to provide environments like yours with an outstanding design and successful project installation.

Following are more details about some of our team and their experience:

Engineer	Technical Experience	Certifications
Chad Wittkopf	Low Voltage Cabling	Bicsi Technician
Physical Security Engineer	Verkada	Axis Certified Professional
Little Chute, WI	Milestone/Open Options	Milestone Integration Technician (M CID)
	Axis/Amag	ExacqVision Innovative Solutions (PSOL)
Dayne Drexel	Low Voltage Cabling	Bicsi Technician
Cabling Foreman	Fiber Optic Cabling	Bicsi Fiber and Copper II
Little Chute, WI		Light Brigade Installer
Jason Simons	Low Voltage Cabling	Bicsi Technician
Technical Project Manager	Fiber Optic Cabling	Light Brigade Installer
Little Chute, WI	Project Management	Certified Associate in Project Management (CAPM)



Russell Meehan	Hanwha	Wisenet Certified Professional
Physical Security Engineer	Axis/Amag	Symmetry Security Management System
Little Chute, WI	Milestone	Xprotect
	ExacqVision	ExacqVision Innovation Solutions (PSOL)
	OpenOptions	Fusion Essential Software Certified Technician
	Verkada	NetBox Basic Certification
Josh Foster	AXIS	Network Video/ Camera Station Specialist
Physical Security Engineer	LENEL - S2	NetBox Basic Certification
Little Chute, WI	Verkada	Access Control Installation Training
	Videol Insight	VI Integrator Certification
	ExacqVision	Reseller Technical Training

Our Axis Certified Professional team is made up of multiple 20+ year experienced engineers will engage to configure and install your cameras. This team is experienced with police, fire and public building installations and the specific needs that arise around compliance and public safety.

Heartland will be able to fully install the camera system, including mounting and aiming of the cameras, configuration, and programming of the cameras. We will work with you to ensure there is an agreed acceptable view of each installed camera before we add it into the system Heartland will provide a Scope of Work for the project to be signed off by the customer and adhere to what is in that scope as well as receive customer acceptance and signoff before closing the project.

Additionally, Heartland provides expert and comprehensive structured data and fiber optic cabling along with network installation services for data, voice, audio, and video systems in a variety of different environments using the TIA/EIA-568 standards. With over 20 years of experience and BICSI & CTS certified technicians, Heartland excels in providing solutions in audiovisual, security, and communication, assuring industry standards are exceeded, so we can offer a 100% turnkey solution for our customers

**Axis Milestone Security Cameras - Updated**

**Quote #303625 v1**

Prepared For  
**Franklin, City of**  
 James Matelski  
 9455 W Loomis Road Campus Network-OC1 fiber  
 between offices  
 Franklin WI 53132  
 P: (414) 427-7645  
 E: JMatelski@franklinwi.gov

Prepared By  
**SMI**  
 Greg Borchard  
 N28 W23050 Roundy Drive Suite 200  
 Pewaukee WI 53072  
 P: 262-650-6500 ext 1222  
 E: gborchard@fbs.net

Date Issued  
**04.07.2023**  
 Expires  
**05.05.2023**

Surveillance		Price	Qty	Ext. Price
02372-001	IP Camera - AXIS M3216-LVE 4MP Outdoor Fixed-Dome WDR IR IK10 - DLPU	\$505 80	5	\$2,529 00
02100-001	IP Camera - AXIS M4308-PLE 12MP 360-Dome Indoor/Outdoor WDR IK10 - DLPU	\$840 84	1	\$840 84
02329-001	IP Camera - AXIS P3267-LV - 5mp Dome - Indoor - WDR IR IK10 - DLPU	\$672 49	4	\$2,689 96
02330-001	IP Camera - AXIS P3267-LVE - 5mp Dome - Outdoor - WDR IR IK10 - DLPU	\$798 75	8	\$6,390 00
01500-001	IP Camera - AXIS P3719-PLE - 4x4mp Vari-Focal Dome - WDR IR IK10	\$1,430 01	6	\$8,580 06
02060-001	IP Camera - AXIS P3818-PVE - 3x5MP Panoramic Dome - WDR IR IK10 - MLPU	\$1,632 01	1	\$1,632 01
02416-001	IP Camera - AXIS - P4707-PLVE - 2x5MP Dom - WDR IR IK 10 - DLPU	\$943 85	1	\$943 85
01819-001	IP Camera - AXIS Q3819-PVE - 4x5MP Panoramic Dome - WDR IR IK10 - DLPU	\$1,808 76	3	\$5,426 28
01162-001	IP Camera - AXIS Q1786-LE - 4K Tele-Photo Bullet - WDR IR IK10	\$1,261 68	3	\$3,785 04
01766-001	IP Camera - AXIS Q9216-SLV - 4MP Anti-Ligature Fixed Dome - Audio WDR IR IK10+ - Steel	\$1,042 84	18	\$18,771 12
01767-001	IP Camera - AXIS Q9216-SLV - 4MP Anti-Ligature Fixed Dome - Audio - WDR IR IK10+ - White	\$1,042 84	8	\$8,342 72
02026-001	IP Intercom - AXIS - A8207-VE MK II - 6MP IP Camera - 2 Way Audio	\$1,373 26	1	\$1,373 26
01574-001	IP Camera Accessory - License - License Plate Verifier	\$453 66	3	\$1,360 98
02269-001	Microphone - AXIS - Analog - IK10 - IP66	\$136 55	12	\$1,638 60
5505-191	Microphone Accessory - AXIS - 3/4in. Conduit Adapter - 5-Pack	\$33 49	2	\$66 98
01589-001	Microphone Accessory - AXIS - Cable Extender - 16ft.	\$16 32	12	\$195 84
01513-001	IP Camera Accessory - AXIS T94N01D - Mount - Pendant Kit	\$83 32	5	\$416 60
5507-271	IP Camera Accessory - AXIS T91D62 - Mount - Telescopic Parapet	\$319 00	2	\$638 00
5507-451	IP Camera Accessory - AXIS T91B50 - Mount - Telescopic Ceiling	\$184 33	2	\$368 66
5017-041	IP Camera Accessory - AXIS T91A04 - Mount - 3/4" NPS Adapter	\$32 82	1	\$32 82
02366-001	IP Camera Accessory - AXIS - SD Card - 1TB	\$327 92	50	\$16,396 00
02021-001	IP Camera Accessory - AXIS - SD Card - 256GB	\$106 25	5	\$531 25
02365-001	IP Camera Accessory - AXIS - SD Card - 512GB	\$152 12	13	\$1,977 56
XPETBL	License - Base - XProtect Expert	\$1,629 81	1	\$1,629 81

		Price	Qty	Ext. Price
Y5XPTBI	License - Base - Care Plus Xprotect Expert - 5 Year	\$978.35	1	\$978.35
XPETDL	License - Device - XProtect Expert	\$218.96	61	\$13,356.56
Y5XPTDI	License - Device - Care Plus XProtect Expert - 5 Year	\$132.00	61	\$8,052.00
CS34P YEL C6 4/23 U/UTP CPK 1KFT	Cable - Plenum - CAT6 - Yellow - 1000ft.	\$323.75	15	\$4,856.25
CPP-UDDM-M- U-24	Patch Panel - Modular - 24 Port	\$71.94	4	\$287.76
UNJ600-YL	Data Jack - Insert - Yellow	\$8.06	122	\$983.32
UC1BBB2- 091005	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair, yellow jacket, 5 feet	\$10.15	61	\$619.15
UC1BBB2- 091007	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair yellow jacket, 7 feet	\$11.02	61	\$672.22
UC1AAA2- 01010	Patch Cable - CAT 6A - 10ft - Commscope	\$16.15	3	\$48.45
BCH32-F-2-4	Polund-on J-Hook - 2" - 50 Pack	\$9.25	4	\$37.00
SM1B	IP Camera Accessory - Tile Bridge - 10 Pack	\$41.00	1	\$41.00
HBS-MISC- CABLING	Misc Cabling and Expenses- Labels, connectors, etc	\$2,000.00	1	\$2,000.00
<b>Subtotal</b>				<b>\$118,489.30</b>

NVR		Price	Qty	Ext. Price
BCD226X-PV S- 216-304T-16	(2) Xeon Silver 4216 - 304 TB Raw Storage - 32GB (4x8GB) (2) 240GB M.2 SSD (19) 16TB SATA HDD (2) 1GbE RJ45 (2) 10GbE SFP+ (2) 1100W PSU Windows Server 2019 5YR NBD Warranty	\$30,017.65	1	\$30,017.65
BCD-SA-BVA- 16T	1 6TB Enterprise NVMe Mixed Use Flash Storage (MHHL) - PCI Express 4.0 x8 (includes both FH & LP PCI Brackets)	\$1,416.18	1	\$1,416.18
BCD-WA-T1000- 8G	NVIDIA T1000 8GB pro graphics board, 896 CUDA Cores, 8 GB GDDR6 GPU memory	\$672.35	1	\$672.35
BCD-SA-IDRAC -ENT-14G	Dell IDRAC Enterprise License 14G Servers	\$285.88	1	\$285.88
<b>Subtotal</b>				<b>\$32,392.06</b>

HBS-FF- PROJECT	Fixed Fee Project	Price	Qty	Ext. Price
		\$60,352.50	1	\$60,352.50
<b>Subtotal</b>				<b>\$60,352.50</b>

Surveillance				\$118,489.30
NVR				\$32,392.06
Services				\$60,352.50
<b>Total</b>				<b>\$211,233.86</b>

This quote may not include applicable sales tax shipping handling and/or delivery charges. Final applicable sales tax shipping handling and/or delivery charges are calculated and applied at invoice. The above

prices are for hardware/software only and do not include delivery setup or installation by Heartland ( HBS ) unless otherwise noted. Installation by HBS is available at our regular hourly rates or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote and HBS disclaims any additional terms. By providing your E-Signature, you acknowledge that your electronic signature is the legal equivalent of your manual signature and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS Standard Terms and Conditions ( ST&Cs ) located at <http://www.hbs.net/standard-terms-and-conditions> which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS ST&Cs version 2018.v2.0 or later or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT 2022 v1.0

**Acceptance**

SWI

Franklin, City of

Greg Borchard

Signature / Name

04/07/2023

Date

*[Handwritten Signature]*  
Signature / Name Initials  
*[Handwritten Date]*  
Date



# Statement of Work

City of Franklin Public Library

**MILESTONE AND AXIS VIDEO  
SURVEILLANCE**

## SOW Prepared By:

**Greg Borchard**  
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Heartland Business Systems, LLC  
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## Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for City of Franklin Public Library (hereinafter referred to as “City of Franklin Public Library” or “Customer”).

HBS has been working with the City for the last several years to understand their needs and suggest multiple options for consideration. We have looked at cloud solutions and on Prem solutions and have determined that Milestone Expert Video Surveillance Solution with Axis cameras best meets the stated needs and at a value that is affordable. This solution will work very well across the whole City of Franklin campus. Axis has in business since 1984 and is a market leader with the largest market share and largest portfolio of commercial grade products (See attachment for more details). Below is a summary of the high-level benefits for you

- Expansion of Milestone Video Management System quoted for City of Franklin Police Department and City Hall for one consistent user interface
- Network Video Recorder located at the Library.
- Scalable open architecture solution with a wide variety of integrations for door access and panic alarms.
- High resolution recording for clear images even on moving objects with H 265 Ramp-up recording (1 frame per second continuous, 15 frames per second on motion event) for 121 Days with 20% overhead for expansion
  - 96TB RAW Storage, 74TB Useable after RAID6
  - 20% Storage Growth included
  - 2 Open storage bays available for 16TB drives; 32TB RAW storage growth available
- NDAA compliant devices for secure data
- Interactive floor plan and camera mapping function for easy customer viewing and documentation
- Object analytics on DLPU (Deep Learning Processing Unit) and MLPU (Machine learning Processing Unit) cameras for smart alerts and warnings
  - Cameras not designated DLPU or MLPU will observe motion as pixel change in their field of view
- From the SOW Compliance requests we provide the following summary:
  - Hardware Deliverables – Compliant, see quote for product details.
  - Software Deliverables – All software and licensing are included within the quote. Milestone Device Care for XProtect Expert will reoccur every 5 years.
  - Cabling Requirements – Compliant, new CAT6 data cable will be installed for all camera locations
  - Layout of Cameras and Ranges of Coverages – See Line and Placement Drawing
  - Door Access Control – Milestone XProtect Expert supports many electronic access control integrations. These integrations include electronic access control alerts into Milestone, camera footage recalled from electronic access control, or a hybrid of both.
  - Video Storage – HBS has put together a solution to keep video surveillance for 120 + day of event to comply with Wisconsin Statute 893.82(3) 120+Day of Event Retention Justification for video/monitoring recordings Video will be recorded 24 hours a day at 1 frame per second. Video will be recorded at 15 frames per second 5 seconds prior to a motion event and 5 seconds after.
    - All cameras include an SD card that will record video for approximately 30 days to meet backup data requirement.
    - SD Cards designed for storage per camera based on frames per second and resolution
      - 2 SD Card storage sizes used



- 512GB
- 1TB
- BCD Video network video recorders have next business day hardware replacement warranty through Dell
- Security – Compliant
- Configuration – Compliant
- Documentation – Complaint, HBS will provide a full as-built document
- De-installation of Existing Equipment – Complaint, existing edge device will be removed and placed where the Customer designates Existing cabling will be coiled and secured above the ceiling. Removal of cabling not included under this scope but can be offered as another engagement
- Warranty Costs –
  - Commscope – 25-year warranty, included
  - BCD Video Network Video Recorder – 5-year next business day warranty, included
  - AXIS Surveillance Cameras – 5-year warranty
  - Milestone – 5-year base and device care included
    - Base and device care include manufacturer support through reseller and access to software upgrades
- Extended Configuration & Maintenance Support – Optional Collabguard agreement included. (The Library will be able to utilize the same support agreement we provided for the Police Department, with no added costs ) Without a Collabguard agreement, service is charged as “Best Effort” time and material or from a flexible labor block.
- Education and Training – (4) Hours of training included within this scope of work led by HBS Manufacturer led training available at additional cost.
- Application Standards – Compliant

## Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”)- in implanting this solution for the Franklin PD.

### In Scope

- Project Management
- Database design meeting
- Provide and install cable pathways
  - Conduit to be installed as needed
- Provide, install, terminate, and test yellow CAT6 data cable
- Provide patch panel(s)
- Provide patch cable(s)
- Provide, install, and terminate devices on attached quote
- Installation and programming of cameras
- Database and device programming
  - Milestone software Active Directory setup (Active Directory setup by Customer)
  - Configuration and optimization of recording software and IP cameras
  - Mapping setup



- SMTP alerts configured.
- AXIS fail over recording through SD cards.
- Administrative and user training
- Provide as-built PDF following signed Project Closure letter returned to HBS Project Manager

### Customer Provided

- Database information
- Available Rackspace
- Network configuration
- Network switch ports
  - POE: 28
  - POE+: 3
  - Standard: 3
- Network path to VMWare hosted Management Server as part of City of Franklin Police Department quote
- SSL Certificate for Mobile Server
- Client work and viewing stations.
- High voltage electric work (receptacles or circuits)
  - (2) outlets for Network Video Recorder (separate circuits preferred)
- Rackspace available
- Active Directory programming
- Digital equipment monitoring
- Software and firmware updates
- Equipment and trash disposal
- Any work or material not specifically identified in this document is not included in this Agreement. The out-of-scope items shall include the following: Deployment of any additional equipment not specifically listed in this SOW or Quote for the project

### Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process, as necessary.



o

*Working Conditions and Access*

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts, or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

*Testing, Notification and Change Control*

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables.
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

## Milestones

The project milestones below are utilized to track progress against the Project Plan.

Milestone
Implementation Team Introduction and kickoff meeting
Database Design Meeting



Cabling and Conduit Rough-in and Termination
System Programming
IP Camera Installation and removal of existing surveillance equipment
Administrative and User Training
Signed Project Closure letter returned to HBS Project Manager

## Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as "Deliverables") for this project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	Database design document
2	System installed and programmed
3	As-built PDF documentation

## Fixed Fee Pricing

This SOW is fixed fee. Any additional work required under a Change Order will also be billed to City of Franklin Public Library.

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

City of Franklin Public Library agrees to compensate HBS for providing the Deliverables as stated in the attached Quote #303785.

## Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

## Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or



modifications to the Agreement, regardless of change to project value, require a Change Order

## Terms

**Binding Agreement.** This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

**Order of Precedence.** Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order.

- Statement of Work
- Standard Terms and Conditions

**Work Hours.** All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing.

**General.** No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

**Confidentiality.** Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

## Heartland Business Systems Overview

Heartland has enjoyed significant growth for more than 30 years and currently employs over five hundred employees across Wisconsin (Office is: Little Chute, Pewaukee, Madison, and Wausau), Illinois, Iowa, Minnesota, Michigan, Nebraska, Arkansas, Missouri, and Arizona. It is Heartland's commitment to its our mission, "to implement hardware and software technologies that will improve the profitability of every customer we serve," that is the cornerstone to its success.

From the very beginning, the mission of Heartland has been to implement hardware and software technologies that will improve the success of the customers we serve. Technology is the key to success for every organization. You need instant access to information to make the very best business decisions. At Heartland, our capabilities and expertise make us uniquely qualified to put you in touch with the very latest in technology. It takes experience to design the right program to meet your needs – not just for today, but for the future. It takes leadership to put that plan in place. At Heartland, we pledge to provide you with unsurpassed customer service to help increase your productivity, efficiency, and profitability.



## Industry Awards and Achievements



### Why Customers Choose Heartland

**Systems Integration** - Heartland has been doing systems integration, of all types and sizes, for 25+ years which continues to be the backbone of Heartland services.

**Expertise** - Heartland's staff carry the top certifications in the industry and we pride ourselves on being the best at what we do. Heartland continues to combine the best and brightest talent in the industry along with cutting edge technology.

**Depth & Breadth of Solutions and Services** - Heartland's ability to combine leading technology solutions and engineering consulting/services are unmatched in the industry. Heartland can be your one go-to partner for accomplishing your organization goals on the pathway to success.

**Lifecycle of Service Approach** - Heartland's partnership compliments your IT Team with everything needed to complete short- and long-term goals. We provide services that support our customers across all stages of their IT journey.

**We Deliver** - Quite simply we deliver the solutions we recommend on time and on budget.

### Services Available

Heartland Business Systems is a full-service start-to-finish partner. We have led our customers to cutting-edge technology to support the needs of all skill levels. Heartland will be able to meet the needs of the current scope of this SOW Request but also take you into the future (beyond hardware).

HBS would not be considered a partner if we were to implement a solution and walk away. We are interested in creating a partnership that will be there to support you on days 2, 3, 4 and beyond to ensure you are successful and that your





investment is fully realized. We are here for the long haul and committed to giving the best experience in what we do. Our skillsets range from managed services to information security to the private, public and hybrid cloud

Our team of highly skilled engineers provides quality service while you control IT costs and maintain your budget. The depth of our Engineering bench is second to none. Our team of 200+ engineers each bring their own industry experiences and knowledge to the task at hand. Our range of skillsets vary from a “jack of all trades” to the highest certification level in their respected field.

**Key Personnel Technical Experience & Certifications:**

Our security project team is led by Matt Hinz who comes with over 15 years of experience in Physical Security design and installation. Between the team resources, all the necessary certifications and solid experience are in place to provide environments like yours with an outstanding design and successful project installation.

Following are more details about some of our team and their experience:

<b>Engineer</b>	<b>Technical Experience</b>	<b>Certifications</b>
Chad Wittkopf Physical Security Engineer Little Chute, WI	Low Voltage Cabling Verkada Milestone/Open Options Axis/Amag	Bicsi Technician Axis Certified Professional Milestone Integration Technician (M CID) ExacqVision Innovative Solutions (PSOL)
Dayne Drexel Cabling Foreman Little Chute, WI	Low Voltage Cabling Fiber Optic Cabling	Bicsi Technician Bicsi Fiber and Copper II Light Brigade Installer
Jason Simons Technical Project Manager Little Chute, WI	Low Voltage Cabling Fiber Optic Cabling Project Management	Bicsi Technician Light Brigade Installer Certified Associate in Project Management (CAPM)
Russell Meehan Physical Security Engineer Little Chute, WI	Hanwha Axis/Amag Milestone	Wisenet Certified Professional Symmetry Security Management System Xprotect



	ExacqVision	ExacqVision Innovation Solutions (PSOL)
	OpenOptions	Fusion Essential Software Certified Technician
	Verkada	NetBox Basic Certification
Josh Foster	AXIS	Network Video/ Camera Station Specialist
Physical Security Engineer	LENEL - S2	NetBox Basic Certification
Little Chute, WI	Verkada	Access Control Installation Training
	Videol Insight	VI Integrator Certification
	ExacqVision	Reseller Technical Training

Our Axis Certified Professional team is made up of multiple 20+ year experienced engineers will engage to configure and install your cameras. This team is experienced with police, fire and public building installations and the specific needs that arise around compliance and public safety.

Heartland will be able to fully install the camera system, including mounting and aiming of the cameras, configuration, and programming of the cameras. We will work with you to ensure there is an agreed acceptable view of each installed camera before we add it into the system. Heartland will provide a Scope of Work for the project to be signed off by the customer and adhere to what is in that scope as well as receive customer acceptance and signoff before closing the project.

Additionally, Heartland provides expert and comprehensive structured data and fiber optic cabling along with network installation services for data, voice, audio, and video systems in a variety of different environments using the TIA/EIA-568 standards. With over 20 years of experience and BICSI & CTS certified technicians, Heartland excels in providing solutions in audiovisual, security, and communication, assuring industry standards are exceeded, so we can offer a 100% turnkey solution for our customers.

Library



**Library Surveillance**

**Quote #303785 v1**

Prepared For  
**Franklin, City of**  
 James Matelski  
 9229 W Loomis Road  
 Franklin WI 53132

P: (414) 427-7645  
 E: JMatelski@franklinwi.gov

Prepared By  
**SWI**  
 Greg Borchard  
 N28 W23050 Roundy Drive Suite 200  
 Pewaukee, WI 53072

P: 262-650-6500 ext 1222  
 E: gborchard@hbs.net

Date Issued  
**04.11.2023**

Expires  
**05.09.2023**

Surveillance		Price	Qty	Ext. Price
01604-001	IP Camera - AXIS - Indoor/Outdoor - 2MP Turret - IR - WDR	\$277.43	13	\$3,606.59
02100-001	IP Camera - AXIS - Indoor/Outdoor - 12MP Fisheye - IR - WDR - DLPU	\$794.12	1	\$794.12
02218-001	IP Camera - AXIS - Indoor/Outdoor - 4x2MP Dome - IR - WDR - DLPU 1 Sensor	\$1,151.88	1	\$1,151.88
01819-001	IP Camera - AXIS - Outdoor - 3x5MP Panoramic Dome - IR - WDR - MLPU	\$1,708.28	1	\$1,708.28
02366-001	IP Camera Accessory - AXIS - SD Card - 1TB	\$341.02	2	\$682.04
02021-001	IP Camera Accessory - AXIS - SD Card - 256GB	\$112.74	15	\$1,691.10
XPETBL	License - Base - XProtect Expert	\$1,539.27	1	\$1,539.27
XPETDL	License - Device - XProtect Expert	\$206.80	16	\$3,308.80
Y5XPETBL	License - Base - Care Plus XProtect Expert - 5 Year	\$924.00	1	\$924.00
Y5XPETDL	License - Device - Care Plus XProtect Expert - 5 Year	\$124.67	16	\$1,994.72
CS34P YEL C6 4/23 U/UTP CPK 1KFT	Cable - Plenum - CAT6 - Yellow - 1000ft.	\$304.71	4	\$1,218.84
CPP-UDDM-M- IU-24	Patch Panel - Modular - 24 Port	\$67.71	3	\$203.13
SMB-IP-448	Modular - Surface Box - Ivory - 1 port	\$3.29	16	\$52.64
UNJ600-YL	Data Jack - Insert - Yellow	\$7.59	32	\$242.88
UC1BBB2- 09F005	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair, yellow jacket, 5 feet	\$9.55	16	\$152.80
UC1BBB2- 09F007	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair, yellow jacket, 7 feet	\$10.38	16	\$166.08
BCH32	Cable Path - J-Hook -2	\$6.74	100	\$674.00
BCH32-E-2-4	Pound-on J-Hook - 2"	\$8.71	100	\$871.00
HBS-MISC- CABLING	Miscellaneous Expenses - Labels - Hardware - Fittings - Wiremold - Conduit - Etc.	\$500.00	1	\$500.00
			<b>Subtotal</b>	<b>\$21,482.17</b>

Server		Price	Qty	Ext. Price
BCD208-PVS- 310-96T-16	(1) Xeon Silver 4310 - (2) 8GB DDR4 RAM - (2) 240GB M.2 SSD - (6) 16TB SATA HDD - (2) 1GbE RJ45 - (2) 800W PSU - Windows Server 2019 - 5YR NBD Warranty	\$11,350.00	1	\$11,350.00

Server		Price	Qty	Ext. Price
BCD208-PVS-310-96T-16	Dell iDRAC Enterprise License 15G Servers	\$285 88	1	\$285 88
BCD208-PVS-310-96T-16	NVIDIA T1000 8GB pro graphics board, 896 CUDA Cores, 8 GB GDDR6 GPU memory	\$672 35	1	\$672 35
<b>Configuration Information</b> Recording Server (1) Xeon Silver 4310 Processor 16GB RAM Total (6) 16TB SATA HDD 96TB Raw- 74TB Usable RAID 5 (2) 240GB M 2 SSD Windows Server 2019 OS RAID 1 Milestone Expert VMS Put on Desktop iDRAC Enterprise Installed (1) NVIDIA T1000 GPU Installed 5 Year NBD Warranty BCD Branding				
			<b>Subtotal</b>	<b>\$12,308.23</b>

Services		Price	Qty	Ext. Price
HBS-FF-PROJECT	Fixed Fee Project	\$16,145 00	1	\$16,145 00
			<b>Subtotal</b>	<b>\$16,145.00</b>

Quote Summary	Amount
Surveillance	\$21 482 17
Server	\$12,308 23
Services	\$16 145 00
<b>Total</b>	<b>\$49,935.40</b>

This quote may not include applicable sales tax shipping handling and/or delivery charges. Final applicable sales tax shipping handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only and do not include delivery setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote and HBS disclaims any additional terms. By providing your E-Signature you acknowledge that your electronic signature is the legal equivalent of your manual signature and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions> which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS ST&Cs version 2018 v2.0 or later or the parties have executed a current master services agreement the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT 2022 v1 0

**Acceptance**

SWI

Franklin, City of

Greg Borchard

Signature Name

04/11/2023

Date

*[Handwritten Signature]*  
 Signature / Name Initials  
 4-19-2023  
 Date



# Statement of Work

City of Franklin

**VIDEO SURVEILLANCE COLLABGUARD**

4/7/2023

## Contact Information

**Greg Borchard**  
**Senior Solutions Consultant**  
Heartland Business Systems  
Pewaukee, WI 53072  
Phone (262) 391-4734  
[gborchard@hbs.net](mailto:gborchard@hbs.net)



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### Confidentiality Agreement

Each party to this Agreement may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement, except as may be necessary to comply with the laws or a court having proper jurisdiction.



## Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, hereinafter referred to as “HBS” for Video Surveillance Collabguard, hereinafter referred to as “Customer.”

HBS has been engaged to provide single point of contact technical support for the Customer Milestone environment. This includes support of applicable devices as noted in the attached Bill of Materials (BoM), 24x7 monitoring, and onsite as required with Service Level Agreements (SLA’s) for critical and non-critical incidents.

HBS will receive and resolve technology and/or functionality questions or issues related to Milestone, BCD Video, and AXIS hardware and software for Customer, including triage, problem resolution and closure.

All support issues will be logged into HBS Incident Management System by HBS Network Operations Center employees. All client information stored in the incident management is owned by HBS.

## Project Scope

HBS will provide the following services and material, herein referred to as “Scope”.

### In Scope

The scope of service for Customer Voice Support Services is as follows:

#### A. Service Level Agreements (SLA)

- **Incidents** – Notification from HBS (phone, email) will be initiated within 30 minutes to create plan for issue resolution with Customer designated contact. Incident will be marked as priority and resolved as a best effort within 24 to 72 hours. 90% of support calls received will be answered by HBS Network Operations Center (NOC) staff. Incidents reported outside business hours (Monday through Friday 8AM to 5PM) will be scheduled for the next workday.

#### B. Reports

- Customer will receive a monthly incident report with a service summary. Reports will include the number of incidents initiated and time to resolve each issue.

#### C. SMTP Monitoring

- HBS will configure active monitoring for end point devices and respond to SMTP system alerts according to the contract SLA. Server monitoring is not included.
  - IP Cameras
- HBS will conduct a yearly system review and schedule any remediation tasks.
- HBS will provide roadmap remediation recommendations based on hardware and application lifecycles.



#### D. Patching and System Updates

- HBS will provide application and firmware upgrades to the Milestone, AXIS, and BCD Video equipment listed annually excluding client application software. HBS will provide instruction on how to upgrade client software.
  - Milestone XProtect Expert – Assumes Milestone Base and Device Care is current
    - Management Server
    - Mobile Server
    - Recording Server
  - AXIS IP Cameras
  - BCD Video Network Recording Server Component Firmware

#### E. Hours of Coverage

- The HBS CollabGuard coverage team will be available 24x7x365. Incidents will be serviced Monday through Friday between the hours of 8AM-5PM.

### Pricing

The scope of service for Customer service delivery as determined during this pre-sales phase for pricing purposes includes the following items:

- **Contract Duration:** The original term of this Agreement shall be one (1) year, which is intended to begin on \_\_\_\_\_. This Agreement shall be renewed automatically for successive terms of one (1) year each, unless either party gives written notice to the other at least thirty (30) days prior to the expiration of any term of its intention not to renew. The renewal will include any pricing adjustments as described in Item 3 of "Assumptions and Dependencies."
- \$4,000 annual agreement for the service level agreement (SLA) response time indicated, reporting, active monitoring, patching and system upgrades. This amount shall only cover the items listed as in scope. In the event that HBS determines that the Customer requires any additional services, HBS shall separately bill the Customer at the following rates:
  - Incident Resolution - \$165.00 per hour
- The Customer shall purchase a \$14,000 flex block of support at the beginning of the contract, unless the Customer already owns a flex block in this amount
  - Can be used on any level of support or travel.
  - Upon full consumption of the initial support block the purchase of an additional support block is required. The amount of the support block can be negotiated between HBS and Customer.
  - Support dollars will be carried over to the next year if not utilized.
- Travel of HBS Engineering for onsite support will be invoiced at the hourly rate of \$165 per hour. Travel will be billed from the local HBS office regardless of Engineer location.
- For existing systems, a site assessment will be required to determine the state of existing equipment and setup.

**Total up front-cost = \$18,000**





## Assumptions and Dependencies

The following list contains the assumptions used to develop HBS Service pricing

1. All pricing is based on information, written and verbal, provided by Customer and is subject to revision and change should the information provided vary from our assumptions. The information provided will be validated and confirmed during the discovery portion of our implementation process
2. Pricing is based on a one-year contract term.
3. Heartland Business Systems shall have the right to adjust the fees, rates and charges for each renewal term by providing written notice to Customer at least 60 days prior to the expiration of the then current term. The agreement will be billed regardless of your actual usage. Calls/events exceeding the maximum monthly hours will be billed at the stated price per call/event.
4. Pricing assumes that 75% of total event volume is submitted by an IT Administrator. If end-users exceed this volume assumption by more than 10%, pricing will be reviewed and adjusted.
5. Pricing assumes all incidents initiated will be English-speaking and client is responsible for all fees associated with international calling. If translation services are required, client is also responsible for the cost of hook up and translation fees.
6. Pricing includes annual standard incident summary reports. Other custom reports can be arranged for an additional charge.
7. HBS shall also separately bill the Customer for implementation and assessment costs. Implementation and assessment costs, if required, are to establish documentation of the Voice Environment and cover HBS costs incurred to configure monitoring, reporting, and response services to fulfill this agreement.

HBS and Customer will both ensure that adequate resources for which each respective party is responsible are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel committed to this effort. This SOW assumes that Customer's subject matter expert, technical resources, and any named resources will be available as scheduled to provide information and access to the HBS team for the duration of the project

Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS (i.e. software bugs, hardware failures, telecommunication circuits, server issues, and desktop issues). HBS can assist with these out of scope issues through the Change Management process

The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.

Any potential dependencies that may be discovered prior to implementation will be communicated to Customer to determine impact



## Deliverables

The following are the deliverables HBS will provide to Customer (herein referred to as “Deliverables”) for this Project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverable
1	Customer will receive a monthly incident report with a service summary. Reports will include the number of incidents initiated and time to resolve each issue.
2	HBS will configure SMTP monitoring for Milestone, AXIS, and BCD Video equipment listed under SMTP Monitoring and respond to system alerts according to the contract SLA.
3	HBS will conduct a yearly system review and schedule any remediation tasks.
4	HBS will provide roadmap remediation recommendations based on hardware and application lifecycles.

## Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a change request approved by the customer before any work can be continued. Any additions/deletions/modifications to the agreement, regardless of modification to project value, require a change request approved by the customer prior to either party performing work.

HBS will submit a formal Change Request for customer approval that documents the out of scope work, and any associated costs or schedule changes. When a Change Request is approved and signed by Customer, it becomes a Change Order and is formally considered a part of this Agreement.

## Terms

**Binding Agreement** - This Statement of Work (SOW) describes the professional services and/or products, and results to be provided by HBS. When mutually executed for implementation, this SOW becomes contractually binding on HBS and Customer under the terms and conditions of the HBS Standard Terms and Conditions (STC) document.

**Order of Precedence** - Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions (“STC”) shall be resolved by giving priority and precedence in the following order:

- Statement of Work (SOW)
- Standard Terms and Conditions (STC)

**Work Hours** - All professional services work will be completed during the normal business hours of 8:00am – 5:00pm M-F Central Time, unless other arrangements are agreed to. Any unplanned work occurring after 5:00pm or before 8:00am or on weekends is subject to a bill rate of 1.5 times the normal rate.

**Promises** – No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this Project and SOW.

Consulting labor /  
Flex service blocks

**Surveillance Collaboration Support**

Quote #302005 v2

Franklin, City of  
James Matelski  
9229 W Loomis Road Campus Network-OC1 fiber  
between offices  
Franklin WI 53132  
P: (414) 427-7645  
E: JMatelski@franklinwi.gov

Milwaukee Wisconsin Area Office  
Greg Borchard  
N28 W23050 Roundy Drive Suite 200  
Pewaukee WI 53072  
P 262-650-6500 ext 1222  
E. gborchard@hbs.net

04.07.2023  
04.18.2023

Services	Price	Qty	Ext. Price
HBS-FLEX LABOR Fixed Fee - Engineering/Consulting Labor	\$4,000.00	1	\$4,000.00
HBS-FLEX-SERVICES HBSFLEX Services - Incident Support As Needed Flexible Services block- Rates for services based on attached HBS FLEX Volume Service Schedule	\$14,000.00	1	\$14,000.00
Subtotal			<b>\$18,000.00</b>

Quote Summary	Amount
Services	\$18,000.00
<b>Total:</b>	<b>\$18,000.00</b>

This quote may not include applicable sales tax shipping handling and/or delivery charges. Final applicable sales tax shipping handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only and do not include delivery setup or installation by Heartland (HBS) unless otherwise noted. Installation by HBS is available at our regular hourly rates or pursuant to a prepared HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your E-Signature, you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS Standard Terms and Conditions (ST&Cs) located at <http://www.hbs.net/standard-terms-and-conditions> which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS ST&Cs version 2018 v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions which are incorporated herein by reference. If customer has questions about whether and user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Q1 2022 v1.0

**Acceptance**

Milwaukee Wisconsin Area Office

Franklin, City of

Greg Borchard  
\_\_\_\_\_  
04/07/2023  
\_\_\_\_\_

*[Handwritten Signature]*  
\_\_\_\_\_  
4-19-2023  
\_\_\_\_\_



**HBSFLEX 2022 Service Schedule 2**

Schedule to the attached Quote between HBS and the customer ( Customer") The parties hereby agree as follows

- 1 The terms of this Schedule shall govern in the event of a conflict between the terms of the attached Quote and the terms of this Schedule
- 2 Pricing Customer agrees to pay HBS based upon the hourly rates described below Pricing does not include applicable sales tax which will be charged at time of invoicing
- 3 Travel Travel will be billed to Customer at the rates below based on one-way travel from the closest HBS office
- 4 Prepayment The hourly rates described below only apply to the prepaid HBSFLEX Agreement described in the attached Quote
- 5 Expiration Each HBSFLEX Agreement automatically expires 18 months after the date of invoice for that HBSFLEX Agreement
- 6 Additions Should HBS elect in its sole discretion to allow the remaining funds of a previously issued HBSFLEX Agreement to be added onto a new HBSFLEX Agreement the rate schedule below will apply to all such funds

SS 2022 V1 0

**HOURLY SERVICES BILLING SCHEDULE**  
(time is billed in 15 minute increments)

Engineer Work Role	Hourly Rate
Project Coordinator	\$55
Cabling	\$85
AV Tech I Break-Fix I Cisco Collaboration I ESRM Coordinator Help-desk I Infosec Coordinator I Physical Security Engineer I Point of Sale I	\$115
AV Engineer 2 Cabling Project Manager 2 Cisco Collaboration 2 Cloud Engineer 2 CRM 2 Enterprise Engineer 2 HBS Data Center Engineer 2 Imaging Technician 2 Mitel Collaboration 2 Network Operations Center 2 O365/SharePoint 2 Physical Security Engineer 2 Project Manager 2 SMB Engineer 2	\$150
Apps Business Consulting 3 AV Engineer 3 Cisco Collaboration 3 Collaboration Project Manager 3 Custom Development 3 D365 Consultant 3 D365 / Modern Work Consultant 3 Enterprise Engineer 3 Imaging Technician 3 Infosec Consultant 3 Mitel Collaboration Engineer 3 Network Operations Center 3 Physical Security Engineer 3 Project Manager 3 Webster/Ken'co 3	\$185
BI/Data Analytics/SQL 4 Cisco Collaboration 4 D365 Senior Consultant 4 InfoSec Consultant 4 Enterprise Technical Engineer 4 ERP/Dynamics GP 4 Project Manager 4	\$205
Applications Architect 5 Cisco Collaboration 5 D365 Custom Dev 5 Enterprise Principal Engineer 5 ERP/Dynamics GP 5 Infosec Consultant 5	\$235
Enterprise Principal Engineer 6 Cloud Architect 6	\$275

Cloud Architect InfoSec Consultant 6 Collaboration Architect 6	
Infosec Consultant 7	<b>\$325</b>
On Call Pager	<b>\$200</b>
After Hours Rate Before 8am or after 5pm CST Weekends & Company Recognized Holidays	1.5x Base Rate



# CERTIFICATE OF LIABILITY INSURANCE

8/26/2023

DATE (MM/DD/YYYY)  
6/29/2023

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

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

<b>PRODUCER</b> Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C No. Ext):</b> _____	<b>FAX (A/C No.):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Chubb Indemnity Insurance Company</b>		12777
<b>INSURER B : Federal Insurance Company</b>		20281
<b>INSURER C : Pacific Indemnity Company</b>		20346
<b>INSURER D : ACE American Insurance Company</b>		22667
<b>INSURER E : Continental Casualty Company</b>		20443
<b>INSURER F :</b> _____		

**COVERAGES** MIAN      **CERTIFICATE NUMBER:** 19696155      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	D98186669	8/26/2022	8/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	73629902	8/26/2022	8/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	78196936	8/26/2022	8/26/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71833411 (AOS) 71833412 (WI)	8/26/2022 8/26/2022	8/26/2023 8/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	E&O/Cyber	N	N	D98269551	8/26/2022	8/26/2023	Limit \$5M Ret \$100K
E	Crime			652457735	8/26/2022	8/26/2023	Limit. \$2M Ret \$15K

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City of Franklin are included as Additional Insured on a primary and non-contributory basis on the General Liability, Automobile Liability and Umbrella Liability as required by written contract. Waiver of Subrogation applies in favor of the Additional Insured under the General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation as required by written contract.

### CERTIFICATE HOLDER


**19696155**  
 City of Franklin  
 9229 W. Loomis Road  
 Franklin, WI 53132

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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<b>APPROVAL</b> 	<b>REQUEST FOR COMMON COUNCIL ACTION</b>	<b>MTG. DATE</b> July 5, 2023
Reports & Recommendations	<b>A Resolution to Execute an Agreement to Relocate a Sanitary Sewer Main Across the Allis-Roller LLC Property at 5801 West Franklin Drive (TKN 931 9001 000)</b>	<b>ITEM NO.</b> Ald. Dist. 4 G 8

**BACKGROUND**

The City is finishing the Industrial Park Lift Station project at 10100 S. 60th Street (TKN 931 9002 000) and Allis-Roller is beginning the process to expand their facility at 5801 W. Franklin Drive (TKN 931 9001 000). There is an 18-inch diameter sanitary sewer crossing the Allis-Roller property immediately tributary to the City lift station that would be in the way of the Allis-Roller building expansion. Relocation of the sanitary sewer would destruct several items for the new lift station project including asphalt and landscaping.

**ANALYSIS**

Staff has been working with Allis-Roller and their consultants on the building expansion plans and the sewer relocation plans. Staff is acceptable to the expansion and relocation concepts but many approvals are still needed. Staff has suggested that Allis-Roller reimburse the City for the lift station contractor’s change order to install a portion of the relocated sewer on the City lift station property that would allow for the final completion of the lift station project. Allis-Roller staff and representatives are prepared to bid the remainder of the sewer relocation project upon approval of the building expansion and sewer line relocation.

The enclosed agreement requires Allis-Roller to reimburse the City for all costs associated with the lift station contract change order. The City makes no guarantee that approvals for the building expansion or sewer relocation will be approved. However, this agreement is expected to save Allis-Roller significant monies and would also result in a better finished lift station project.

Note that the lift station project timeline has been exceeded at no fault of the contractor. There have been extensive delays resulting from the delivery of the emergency backup generator. Fortunately, there is currently no imminent need to get the lift station operational as the current lift station has not completely failed- though it is on its last legs.

If approved, a change order to JH Hassinger, Inc. will be presented for consideration at a future Common Council meeting.

**OPTIONS**

Approve or deny the agreement with Allis-Roller.

**FISCAL NOTE**

The 60<sup>th</sup> Street lift station (project 61-0731-5827) was awarded to JH Hassinger, Inc. in the amount of \$2,376,500.00 with current change orders, the total contract amount is \$2,383,850 and the addition of the anticipated \$80,884.00 cost of this change order will be beneath the 15% threshold allowed by state statutes.

**RECOMMENDATION**

Adopt Resolution 2023-\_\_\_\_\_ a resolution to execute an agreement to relocate a sanitary sewer main across the Allis-Roller LLC property at 5801 West Franklin Drive (TKN 931 9001 000).

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

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

A RESOLUTION TO EXECUTE AN AGREEMENT TO RELOCATE A  
SANITARY SEWER MAIN ACROSS THE  
ALLIS-ROLLER LLC PROPERTY AT 5801 WEST FRANKLIN DRIVE  
(TKN 931 9001 000)

-----  
WHEREAS, the City of Franklin is finishing the construction of a sanitary sewer lift station at 10100 South 60th Street (TKN 931 9002 000); and

WHEREAS, Allis-Roller LLC is beginning the process to expand its facility at 5801 West Franklin Drive (TKN 931 9001 000); and

WHEREAS, there is an existing 18-inch diameter sanitary sewer main crossing the Allis-Roller property immediately tributary to the City lift station; and

WHEREAS, the Allis-Roller facility expansion would extend over the location of the 18-inch sanitary sewer main, causing the need for the relocation of the 18-inch sanitary sewer main at the expense of Allis-Roller; and

WHEREAS, the construction of the relocated sanitary sewer main would cause destruction of newly constructed portions of the lift station project such as asphalt pavement and landscaping; and

WHEREAS, there is benefit for the relocation of the sewer main to be constructed in advance of the Allis-Roller expansion project so that the City may have the lift station project completed without the soon destruction thereto caused by the relocation project occurring thereafter; and

WHEREAS, the City is willing to have the City lift station contractor install the relocated sewer main on the City property if Allis-Roller would reimburse the City for the full cost of the change order and to pay in full for the engineering and permitting fees and costs of the relocation project.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to execute an agreement with Allis-Roller to relocate a sanitary sewer main across the Allis-Roller site at 5801 W. Franklin Drive (TKN 931 9001 000).

BE IT FURTHER RESOLVED that the City Clerk is directed to record this agreement in the Milwaukee County Register of Deeds Office records on behalf of the City.

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

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

APPROVED:



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

ATTEST:

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

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

AN AGREEMENT TO RELOCATE A SANITARY SEWER MAIN ACROSS THE ALLIS-ROLLER LLC PROPERTY AT 5801 WEST FRANKLIN DRIVE (TKN 931 9001 000)

THIS AGREEMENT is made and entered into, effective \_\_\_\_\_, 2023, by and between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (FRANKLIN), a municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin, and Allis-Roller LLC, a Wisconsin Limited Liability Company, 5801 West Franklin Drive, Franklin, Wisconsin 53132 (ALLIS-ROLLER), collectively, FRANKLIN and ALLIS-ROLLER are the PARTIES.

WHEREAS, FRANKLIN is finishing the construction of a sanitary sewer lift station at 10100 South 60th Street (TKN 931 9002 000); and

WHEREAS, ALLIS-ROLLER is beginning the process to expand its facility at 5801 West Franklin Drive (TKN 931 9001 000), as further described on Exhibit A annexed hereto; and

WHEREAS, there is an existing 18-inch diameter sanitary sewer main crossing the ALLIS-ROLLER property immediately tributary to the CITY lift station; and

WHEREAS, the ALLIS-ROLLER facility expansion would extend over the location of the 18-inch sanitary sewer main, causing the need for the relocation of the 18-inch sanitary sewer main at the expense of ALLIS-ROLLER; and

WHEREAS, the construction of the relocated sanitary sewer main would cause destruction of newly constructed portions of the lift station project such as asphalt pavement and landscaping; and

WHEREAS, there is benefit for the relocation of the sewer main to be constructed in advance of the ALLIS-ROLLER expansion project so that the CITY may have the lift station project completed without the soon destruction thereto caused by the relocation project occurring thereafter; and

WHEREAS, the CITY is willing to have the CITY lift station contractor install the relocated sewer main on the CITY property if ALLIS-ROLLER would reimburse the CITY for the full cost of the change order and to pay in full for the engineering and permitting fees and costs of the relocation project.

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the PARTIES, in consideration of the above recitals, which are incorporated herein in their entirety, and the mutual benefits of furthering the interests of CITY and ALLIS-ROLLER, together, as follows:

1. ALLIS-ROLLER shall fully reimburse the CITY for the lift station contractor change order costs, estimated, but not limited to, at this time to be approximately \$80,884.00, and to directly employ relevant professionals for the permitting and oversight needed to allow for the construction of the relocated sewer main.
2. The remainder of the relocation of the sewer main located on ALLIS-ROLLER property future project will require a development agreement between the CITY and ALLIS-ROLLER that will include additional engineering, permitting, construction, et al., requirements that shall be provided by ALLIS-ROLLER at its full cost, expense, responsibility and liability.
3. CITY makes no guarantee or implied promise(s) that ALLIS-ROLLER will receive CITY and/or other regulatory approvals needed for the ALLIS-ROLLER expansion project or the relocated 18-inch sanitary sewer main project in relation thereto.

- 4. All notices required or permitted by this AGREEMENT shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such PARTIES notifies the other in accordance with this paragraph 13. of a change of address:

If to FRANKLIN: City of Franklin  
 9229 West Loomis Road  
 Franklin, WI 53132  
 Attention: Glen E. Morrow, City Engineer  
 Facsimile No.: 414-425-3106

With a Copy to: City of Franklin  
 9229 West Loomis Road  
 Franklin, WI 53132  
 Attention: Karen L. Kastenson, City Clerk  
 Facsimile No.: 414-425-6428

If to ALLIS-ROLLER: Allis-Roller LLC  
 5801 W. Franklin Drive  
 Franklin, Wisconsin 53132  
 Attention: [REDACTED]  
 Facsimile No.: 414-425-6428

- 5. The PARTIES agree that this AGREEMENT will be recorded in the Milwaukee County Register of Deeds Office records.
- 6. The above stated conditions and terms are accepted and agreed to by the PARTIES and the PARTIES have set their hands and seals as follows:

Allis-Roller LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN )  
 )ss.  
 \_\_\_\_\_ COUNTY )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above named \_\_\_\_\_, the \_\_\_\_\_ of Allis-Roller LLC to me known to be the person who executed the foregoing agreement on behalf of Allis-Roller LLC and by its authority.

\_\_\_\_\_  
 Notary Public State of Wisconsin  
 My commission expires: \_\_\_\_\_





Exhibit A

Description of Property

[to be provided]

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> July 5, 2023
Reports & Recommendations 	<b>A Resolution for Ruckert &amp; Mielke, Inc. to Complete a Sanitary Sewer Impact Fee Study for \$7,000</b>	<b>ITEM NO.</b> All Districts 69.

**BACKGROUND**

Impact Fees were last discussed at the Common Council on June 7, 2022. It was noted that Staff was continuing to analyze portions of the Sewer Impact Fees. Staff then worked with Ruckert & Mielke to update the trunkline sewer map and that effort is now complete. It is now time to complete the financial analysis portion of the work.

Updating impact fees is vital to manage and pay for infrastructure that may be justified and attributed to new growth instead of asking existing utility customers to pay.

**ANALYSIS**

Attached is a contract with Ruckert & Mielke to perform this effort. Financial, Administration, and Engineering staff have met with Ruckert & Mielke to discuss the needs of this effort and believe that they are best suited to perform this with Franklin considering that they have knowledge from performing much of the background information, familiarity with Franklin past practices and ordinances, and experience working with many other communities on similar projects.

**OPTIONS:**

Approve or give other guidance to Staff.

**FISCAL NOTE**

This expense will be covered from the current Development/Impact Fee account (GL27-0147-5219).

**RECOMMENDATION**

Adopt Resolution 2023-\_\_\_\_\_ a resolution for Ruckert & Mielke, Inc. to complete a sanitary sewer impact fee study for \$7,000.

Department of Engineering GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

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

A RESOLUTION FOR RUEKERT & MIELKE, INC. TO COMPLETE A  
SANITARY SEWER IMPACT FEE STUDY FOR \$7,000

-----  
WHEREAS, impact fees are a useful tool to attribute growth of public infrastructure to future growth; and

WHEREAS, there are still significant growth projections anticipated for the City of Franklin that will need new infrastructure; and

WHEREAS, the sanitary sewer impact fees should be adjusted to consider likely trunk lines and other infrastructure needs; and

WHEREAS, Ruekert & Mielke, Inc. has the appropriate qualifications to assist the City in the analysis and adoption of new sanitary sewer impact fees.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that a contract with Ruekert & Mielke, Inc. be executed to complete a sanitary sewer impact fee study for \$7,000.

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

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

APPROVED:

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

ATTEST:

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

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



## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and **Ruekert & Mielke, Inc.** (hereinafter "CONTRACTOR"), whose principal place of business is **W233N2080 Ridgeview Parkway Waukesha, WI 53188**

### W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide **sanitary sewer impact fee study**,

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

#### **I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

CONTRACTOR shall provide services to CLIENT for **financial services**, as described in CONTRACTOR's proposal to CLIENT dated **June 26, 2023**, annexed hereto and incorporated herein as Attachment A

- A. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- B. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- C. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

## II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, **at CONTRACTOR'S standard billing rates with a not-to-exceed budget of \$7,000**, subject to the terms detailed below

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work
- B. Total price will not exceed budget of **\$7,000** For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

## III. MODIFICATION AND ADDITIONAL SERVICES

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

## IV. ASSISTANCE AND CONTROL

- A **Glen Morrow, City Engineer** will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT
- B CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR

- C CONTRACTOR will appoint, subject to the approval of CLIENT, Ed Maxwell, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

## V. TERMINATION

- A This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

**VI. INSURANCE**

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

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

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

**VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A A To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT’S officers, directors, partners, and employees from and against costs, losses, and damages, including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs, caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR’S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR’S services under this AGREEMENT
  
- B B Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893 80, 895 52, and 345 05 To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law

## **VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of **July 6, 2023**

## **IX. DISPUTES**

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

## **X. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

## **XI. MISCELLANEOUS PROVISIONS**

- A Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

**XII. CONTROLLING TERMS AND PROVISIONS**

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto

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

CITY OF FRANKLIN, WISCONSIN

RUEKERT & MIELKE, INC.

BY: \_\_\_\_\_

BY: 

PRINT NAME: John R. Nelson

PRINT NAME: Ryan A Amtmann

TITLE: Mayor

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: 6/29/23

BY: \_\_\_\_\_

PRINT NAME: Karen L. Kastenson

TITLE: City Clerk

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Danielle Brown

TITLE: Director of Finance and Treasurer

DATE: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

DATE: \_\_\_\_\_

## ATTACHMENT A

June 26, 2023

Mr. Glen Morrow, P.E.  
City Engineer  
City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

Re: Sanitary Sewer Impact Fee Study

Dear Mr. Morrow,

Ruekert & Mielke, Inc. (R/M) appreciates the opportunity to update Franklin's impact fees for the sanitary sewer utility. Updating impact fees will help the City manage and pay for new growth more effectively. Our experience with utility finances and impact fees, combined with our relationship with Franklin, will help maximize the value of this project.

### Project Scope

R/M proposes undertaking the following tasks for the impact fee study on sanitary sewer fees:

1. Prepare and send an initial data request to the City.
2. Review additional documents to update the study as needed.
3. Update the population projections, facilities inventories, equivalent-meter forecasts, projects, project costs, and housing affordability analysis.
4. Share a draft study with City staff. Revise once based on their feedback.
5. Prepare a Power Point presentation of the study.
6. Review staff-prepared request-for-council-action forms and revisions to the impact-fee ordinance as needed.

This scope assumes that the meetings (kickoff meeting with City staff, presentation to Common Council, and public hearing) covered in the scope for the June 15, 2023 contract for the water impact fee study will also be used for the sanitary sewer study. If the City elects to move forward with the water impact fees and sanitary sewer fees on separate timelines, then those meetings would need to be added for an additional charge.

### Proposed Fee

R/M proposes to complete the sanitary sewer impact fee study for a not-to-exceed price of **\$7,000**, including reimbursable expenses.

R/M will proactively communicate with you throughout the duration of the project at an agreed-upon frequency. Our updates will keep you apprised of the project status regarding 1) The scope,

58-10052

Your Infrastructure Ally

ruekertmielke.com

Mr Glen Morrow, P E  
Sanitary Sewer Impact Fee Study  
June 26, 2023  
Page 2

2) Tasks completed, 3) The timeline we anticipate for remaining tasks, and 4) Any changes to the project

### **Scope Assumptions**

The professional services detailed above will be performed within the time allotted by the Utility, upon receipt of acceptance for this proposal. The impact fee study can be produced within two months of receipt of acceptance of the proposal, assuming timely and complete responses from City staff to our queries.

### **Items not included in the scope of the project are as follows:**

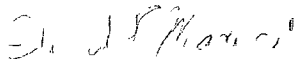
- Meetings and presentations not specified in the scope
- Updates to impact fees besides sanitary-sewer fees
- Updates to capital improvement plans or sanitary-sewer system plans
- Advice or guidance on specific debt issuances
- Investigations into or adjustments to any of the Utility's accounting records
- Review or explanations of reserve capacity assessments or special assessments

Upon written request from the City, we would be happy to provide services outside the scope based on time and materials at rates in effect at the time the work is performed.

We look forward to this opportunity to work with the City of Franklin. To further discuss your needs, our proposed scope, or anything else, please call me at (262) 953-4162.

Respectfully,

RUEKERT & MIELKE, INC




Ed Maxwell, M B A  
Economic Consultant  
[emaxwell@ruekert-mielke.com](mailto:emaxwell@ruekert-mielke.com)

Enclosure

cc Kenneth R Ward, P E , Ruekert & Mielke, Inc  
Ryan A Amtmann, P E , Ruekert & Mielke, Inc  
Andy Petersen, P E , Ruekert & Mielke, Inc  
Bridgot Gysbers, Ruekert & Mielke, Inc



<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">7/5/2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorization to Execute an Agreement with Industrial Roofing Services, Inc. (IRS) to Provide Study, Review, and Plan Preparation Services for the City of Franklin Ken Windl Park Facilities as part of an Enhanced Capital Improvement Plan (CIP)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.10.</p>

**BACKGROUND**

The City hired Industrial Roofing Services, Inc. (IRS) in the spring of 2020 to complete a facilities survey to establish a baseline and determine immediate, mid-term, and long-term actions needed to ensure the viability of City facilities and the associated infrastructure. The results of this survey were presented to staff in time to include funding in the 2021 Budget for maintenance and capital needs.

On January 17, 2023, the Common Council approved a request from staff to Authorize the Carry Forward of Unused 2022 Appropriations, for Use in 2023, for \$2,917,899. As part of this request, an initiative for improvements to City Facilities was requested by staff in the amount of \$65,000 from Account 41-0551-5822, Capital Outlay Funds -Parks, Building Improvements. This initiative has been needed for some time and was approved and budgeted in 2021 and carried over to 2022. With the Buildings and Facilities Survey 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.

Note that the City infrastructure needs far exceed this amount; however, the highest priority projects will be completed with the funds approved through the budget.

The attached agreement with IRS is for the Ken Windl Park proposal and was authorized by the Common Council on June 27, 2023. Per the agreement, IRS will partner with the City, working on its behalf to (1) scope the work needed, (2) obtain competitive pricing for all non-public bid items, whenever possible, and assist with public bidding under Wisconsin State Statutes § 62.15, when required, and (3) manage the contractors performing the work to ensure professional, appropriate workmanship.

**RECOMMENDATION**

Staff recommends that the Common Council authorize the execution of the Agreement with IRS for the Masonry Repair and Exterior Painting Specifications of Ken Windl Park Facilities, concerning the City of Franklin facilities and associated infrastructure, with IRS.

**COUNCIL ACTION REQUESTED**

Motion to execute an agreement with Industrial Roofing Services, Inc (IRS) to provide study, review, and plan preparation services for the City of Franklin Masonry Repair and Exterior Painting Specifications of Ken Windl Park Facilities as part of an Enhanced Capital Improvement Plan.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/20/2023

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

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

PRODUCER R & R Insurance Services, Inc P O Box 1610 Waukesha WI 53187-1610	CONTACT NAME Sheila Stoikes	PHONE (A/C, No, Ext.) (262) 574-7000	FAX (A/C, No) (262) 574 7080
	E-MAIL ADDRESS Sheila.Stoikes@rrins.com		
INSURED Industrial Roofing Services Inc 13000 W Silver Spring Drive Butler WI 53007	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A Valley Forge Ins Co		20508
	INSURER B The Continental Insurance Company		35289
	INSURER C Continental Casualty Company		20443
	INSURER D National Casualty Co		11991
	INSURER E Travelers Casualty & Surety Co of AM		19038
INSURER F			

**COVERAGES CERTIFICATE NUMBER: 23-24 Master #V1 REVISION NUMBER**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Blanket AI/WOS	X		4030885748	8/3/2022	8/3/2023	MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> Primary/NonContributory			SB300176E (10/19) CNA80103XX (09/14)			PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS COMP/OPAGG \$ 4,000,000
	<input type="checkbox"/> OTHER						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			4030887354	8/3/2022	8/3/2023	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			CNA63359XX (04/12)			BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						Uninsured motorist combined single \$ 1,000,000
	<input type="checkbox"/> NON-OWNED AUTOS						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB			4030891842	8/3/2022	8/3/2023	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	4030887371	8/3/2022	8/3/2023	EL EACH ACCIDENT \$ 1,000,000
	If yes describe under DESCRIPTION OF OPERATIONS below						EL DISEASE EA EMPLOYEE \$ 1,000,000
							EL DISEASE POLICY LIMIT \$ 1,000,000
D	Professional Liability			JEO0001213	6/18/2023	6/18/2024	Ea Claim/Aggregate \$2 Mil/\$2 Mil
E	Third Party Crime			0106197427	11/3/2020	11/3/2023	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)  
City of Franklin - Visual Surveys for Hardscapes, HVAC Mechanical, Roofs, and Windows & Walls. City of Franklin is an additional insured on the General Liability policy per form listed above when required by written contract. 30-Days Notice of cancellation applies for reasons other than non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

jweslaw@aol.com	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
City of Franklin 9229 W Loomis Road Franklin, WI 53132	AUTHORIZED REPRESENTATIVE Tamm/ Perez/SS834

## **A G R E E M E N T**

This AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Industrial Roofing Services, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 13000 West Silver Spring Drive, Butler, Wisconsin 53007-1028.

### **W I T N E S S E T H**

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide study and review and plan preparation services for the City of Franklin Ken Windl Park facilities as part of an Enhanced Capital Improvement Plan;

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

#### **I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A. CONTRACTOR shall provide services to CLIENT for City of Franklin Ken Windl Park facilities, as described in CONTRACTOR's proposal to CLIENT for the foregoing tasks dated June 22, 2023, annexed hereto and incorporated herein as Attachment A. City of Franklin Common Council approval shall be required prior to any task project being let for public bid.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

#### **II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, in amounts equal to seven percent (7%) of the lowest responsible bid received and awarded by the City for each of the aforementioned tasks, with the amount thereof for each of the tasks to not be less than a minimum fee of \$3,500.00, as set forth in the proposals in Attachment A, such minimum fee amounts for all three projects totaling \$10,500.00, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a phased and percentages basis as set forth in the proposals in Attachment A. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of the monetary amounts equal to seven percent (7%) of the lowest responsible bid received and awarded by the City for each of the aforementioned tasks. For services rendered, invoices will include a report that clearly states the hours and type of work completed and the fee earned for the amounts being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

### **III. MODIFICATION AND ADDITIONAL SERVICES**

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

**IV. ASSISTANCE AND CONTROL**

- A. Glen E. Morrow, City Engineer, will coordinate the work of the CONTRACTOR and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, \_\_\_\_\_, CONTRACTOR's Project Manager, and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

**V. TERMINATION**

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

**VI. INSURANCE**

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

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate,  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
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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. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$5,000,000 per occurrence for bodily injury, personal injury, and property  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
D. Worker's Compensation and Employers' Liability	Statutory  <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
E. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

**VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

**VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately, having received a Notice to Proceed as of \_\_\_\_\_.

## **IX. DISPUTES**

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

## **X. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

## **XI. MISCELLANEOUS PROVISIONS**

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

**XII. CONTROLLING TERMS AND PROVISIONS**

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

INDUSTRIAL ROOFING SERVICES, INC.

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME John R. Nelson

PRINT NAME \_\_\_\_\_

TITLE Mayor

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Danielle Brown

TITLE Director of Finance and Treasurer

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Karen L. Kastenson

TITLE City Clerk

DATE \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

DATE \_\_\_\_\_





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**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

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# **ATTACHMENT A**

**PROPOSAL**

for

**MASONRY REPAIR AND EXTERIOR PAINTING SPECIFICATIONS**

of

**KEN WINDL PARK FACILITY BUILDING**

11615 West Rawson Avenue

Franklin, WI

*Submitted by*

KEITH A DIPPEL

*Prepared for*

Ms Kelly Hersh

City of Franklin

9229 W Loomis Road

Franklin, WI

June 22, 2023



**IRS**

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

June 22, 2023

Ms Kelly Hersh  
City of Franklin  
9229 W Loomis Road  
Franklin, WI

**SUBJECT      Proposal for Project Specifications and Construction Administration for Masonry Repair and Exterior Painting at Ken Windl Park Facility Building, located at 11615 West Rawson Avenue in Franklin, WI**

Dear Ms Hersh

Industrial Roofing Services, Inc is pleased to submit the following proposal for the development of project design specification services & construction administration. These services will allow you to competitively bid the project.

IRS shall provide all services necessary to furnish the following:

**PHASE I: System Analysis and Selection**

**Existing Construction Analysis:** IRS will perform a complete analysis to determine the required scope of work. This may include review of original design documents, site conditions and may include destructive investigation to determine existing construction and verify conditions in order to gather information sufficient to create accurate construction drawings.

**Establish Scope of Work:** IRS will develop a proposed scope of work and then review that scope of work and construction cost estimates prior to completing Phase II Design Development. IRS will then finalize the scope of work and construction cost estimates reflective of the agreed upon scope of work.

Ms Hersh  
June 22, 2023  
Page 2

### **PHASE II: Project Design**

**Bidding Documents:** IRS will develop a detailed project specification and drawing package for the purpose of securing competitive bids on the finalized scope of work. Project specifications and drawings are developed to limit bidding contractor questions regarding the intent of the project scope. All IRS specifications are written and designed to ensure a competitive bidding situation among contractors.

**Contractor Selection:** IRS will assist you in selecting a group of contractors qualified in the execution of the specified design and to create a competitive bidding environment among both contractors and material manufacturers.

**Pre-Bid Conference:** IRS will conduct a pre-bid meeting to review the project's scope of work, specifications, drawings and pertinent site conditions with prospective contractors and a representative of the owner. This meeting ensures a thorough understanding of the project requirements by everyone involved.

**Bid Analysis:** IRS will assist you in the evaluation of the bids.

### **PHASE III: Project Administration**

**Contract Award:** IRS will perform necessary contract services including, review of submittals and shop drawings for compliance with the project documents, review and approval of design changes, change orders, unit price requests, applications for payment with retainages and lien waivers.

**Pre-Construction Meeting:** IRS will conduct a meeting with the contractor's superintendent, foreman and a representative of the owner to review the project documents and job site conditions. This meeting ensures clarification and resolution of any questions prior to the start of work.

**Job Progress Observations:** IRS will conduct periodic site visits, generally every five (5) working days throughout the project, as well as additional visits when necessary due to unanticipated conditions.

- ◆ Any additional site visits necessary as a result of contractor workmanship concerns will be conducted on an agreed-upon frequency and billed in accordance with IRS's current fee schedule.

**Final Approval:** IRS will conduct a final review of the completed project to ensure completed work and job site conditions are acceptable prior to approving the final application for payment. This is not in lieu of any manufacturer's warranty inspection.

**Continuing Service:** IRS will act as liaison between City of Franklin, the contractor(s), and the project's material manufacturer(s) regarding all warranty questions during the warranty period.

Ms Hersh  
June 22, 2023  
Page 3

**FEES**

Industrial Roofing Services, Inc shall provide the above-described services for seven percent (7%) of the lowest responsible bid received (\$3,000 00 minimum fee)

Our fees shall be invoiced during each phase of the project as follows

- Phase I 20% of the fees based on budget provided for agreed upon scope of work
- Phase II 40% of the fees based on accepted contract amount, to be adjusted if contract amount is less than budget amount
- Phase III 40% of the fees based on final contract amount

**AUTHORIZATION**

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i e purchase order) to our corporate headquarters

Industrial Roofing Services, Inc  
13000 West Silver Spring Drive  
Butler, WI 53007  
Fax (262) 432-0504

Upon receipt of a purchase order or signed copy of the proposal we will enter the project in our system and schedule the work

Should you have any questions regarding this proposal, please do not hesitate to call We appreciate this opportunity and look forward to working with you on this project

Sincerely yours,  
INDUSTRIAL ROOFING SERVICES, INC

*Keith A. Dippel*

Keith A Dippel  
President

**Acknowledged by:**

\_\_\_\_\_  
Name Title Date: \_\_\_\_\_

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>HLH</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><del>MEETING DATE</del> 1/17/2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Request to Authorize Carry Forward of Unused 2022 Appropriations, for Use in 2023, in the Amount of \$2,917,899</b></p>	<p style="text-align: center;"><del>ITEM NUMBER</del> 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 style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> July 5, 2023</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p><b>Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to continue to deliberate and consider terms relating to the Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC entered into on February 7, 2022, and the performance thereof, and the investing of public funds and governmental actions in relation thereto, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</b></p>	<p><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.11</p>

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis Stat § 19 85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to the Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC entered into on February 7, 2022, and the performance thereof, and the investing of public funds and governmental actions in relation thereto, 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><b>APPROVAL</b></p> 	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b> <b>07/05/23</b></p>
<p><b>LICENSES AND PERMITS</b></p>	<p><b>MISCELLANEOUS LICENSES</b></p>	<p><b>ITEM NUMBER</b> <b>H.</b></p>
<p>See attached License Committee Meeting Minutes from the License Committee Meeting of July 5, 2023.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>Approval of the minutes of License Committee Meeting of July 5, 2023.</p>		
<p>CITY CLERK'S OFFICE</p>		



414-425-7500

**License Committee  
 Agenda\***  
**Franklin City Hall Hearing Room**  
**9229 W. Loomis Rd**  
**Franklin, WI**  
**July 05, 2023 – 5:30 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>
<b>2.</b>	<b>Citizen Comment</b>	
<b>3.</b>	<b>Acceptance of approved Minutes for License Committee Meeting of June 20, 2023.</b>	

<b>4.</b>	<b>License Applications Reviewed</b>	<b>Recommendations</b>
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<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
Operator 2023-2024 New	<b>Lorese Banks</b> Target Store T-2388			
Operator 2023-2024 New	<b>Daniel Bartels</b> Point After Pub & Grille			
Operator 2023-2024 New	<b>Sydney Churchill</b> Sendik's Food Market			
Operator 2023-2024 New	<b>Holly Daniels</b> Sendik's Food Market			
Operator 2023-2024 New	<b>Josephine Garcia</b> No Location			
Operator 2023-2024 New	<b>Harpreet Kaur</b> Pick'n Save #6431			
Operator 2023-2024 New	<b>Rachel McNeilly</b> Walgreens #05459			
Operator 2023-2024 New	<b>Eva Menzia</b> Sendik's Food Market			
Operator 2023-2024 New	<b>Meredith Neu</b> No Location			
Operator 2023-2024 New	<b>Zackary Niesen</b> Sendik's Food Market			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 New	<b>Jena Obarski</b> Walgreens #05459			
Operator 2023-2024 New	<b>Laura Perez Valdez</b> Walgreens #05459			
Operator 2023-2024 New	<b>Corey Robinson</b> Target Store T-2388			
Operator 2023-2024 New	<b>Zachary Roper</b> Walgreens #05459			
Operator 2023-2024 New	<b>Linda Rueth</b> Swiss Street Pub			
Operator 2023-2024 New	<b>Kaela Sagan</b> Pick'n Save #6431			
Operator 2023-2024 New	<b>Susan Sinda</b> The Landmark			
Operator 2023-2024 New	<b>Catherine Smith</b> Sendik's Food Market			
Operator 2023-2024 New	<b>Elyzabeth Smith</b> Rawson Pub			
Operator 2023-2024 New	<b>Mayemme Sow</b> Andy's On Ryan Rd			
Operator 2023-2024 New	<b>Katherine Tamblin</b> Sendik's Food Market			
Operator 2023-2024 New	<b>Brenda Valadez-Servin</b> Sendik's Food Market			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>Riley May</b> Rock Snow Park			
Operator 2023-2024 Renewal	<b>Jeffrey Terp</b> Franklin Lions Club			
Temporary Entertainment & Amusement	<b>Franklin Health Dept – Outdoor Movie Night</b> Person in Charge: Ellen Henry Event: Outdoor Movie Night Location: City Hall Lawn & Lions Legend Park Pavilion Facilities Date: Friday, 8/5/2023			
<b>5.</b>	<b>Adjournment</b>	Time:		

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



414-425-7500

**License Committee**  
**Agenda Minutes\***  
**Franklin City Hall Health Wing Room**  
**9229 W. Loomis Rd**  
**Franklin, WI**  
**June 20, 2023 – 5:00 p.m.**


1.	<b>Call to Order &amp; Roll Call – Alderwoman Eichmann &amp; Alderman Craig; Alderwoman Day – Not Present</b>	<b>Time: 5:01 p.m.</b>
2.	<b>Citizen Comment – Closed 5:02</b>	
3.	<b>Approval of Minutes for License Committee Meeting of June 6, 2023 – Alderwoman Eichmann moved and Alderman Craig seconded. All voted Aye; motion carried.</b>	
4.	<b>License Applications Reviewed</b>	<b>Recommendations</b>

Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:05 p.m.	<b>Federation of Croatian Societies, Inc – Croatian Fest</b> Person in Charge: Thomas Krenz Location: 9100-9140 S 76 <sup>th</sup> St Date of Event: Saturday, July 15, 2023	✓		
Operator 2022-23 & Renewal 2023-24 5:10 p.m.	<b>Roberta Fenning</b> Rawson Pub	✓		
Operator 2023-2024 New 5:15 p.m.	<b>Mitcheal Lenski</b> Iron Mike's	✓		
Operator 2023-2024 New 5:20 p.m.	<b>Kenneth Lux</b> Milwaukee Burger Company		✓ Never showed for appearance	
Operator 2023-2024 New	<b>Taylor Erickson</b> Bowery Bar & Grill	✓		
Operator 2023-2024 New	<b>Justin Hoffman</b> Iron Mike's	✓		
Operator 2022-2023 New	<b>Alexis Sedgwick Ballman</b> Irish Cottage	✓		
Operator 2023-2024 Renewal	<b>Alexis Sedgwick Ballman</b> Irish Cottage	✓		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>Angela Damask</b> Mulligan's Irish Pub & Grill	√		
Operator 2023-2024 Renewal	<b>David Lindner</b> St. Martin's Fair – Lions Club	√		
Operator 2023-2024 Renewal	<b>Lisa Oliver</b> Rawson Pub	√		
Operator 2023-2024 Renewal	<b>Joseph Osvatic</b> Croatian Park	√		
Operator 2023-2024 Renewal	<b>Rajendra Patel</b> Andy's on Ryan Rd	√		
Temporary Entertainment & Amusement	<b>Franklin Police Dept.—National Night Out</b> Person in Charge: PO Gary Wallace Event: National Night Out – Crime Prevention Community Event Event Date: Monday, 8/7/2023	√		
Temporary Class "B" Beer	<b>Franklin Lions Club:</b> <b>St. Martin's Labor Day Fair</b> Person in Charge: David Lindner Location: St. Martins Rd. & Church St. Dates of Event: 9/3 through 9/4/2023	√		
<b>5.</b>	<b>Adjournment</b>	Alderwoman Eichmann moved and Alderman Craig seconded to adjourn at 5:37 p.m.		

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



<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>7/5/2023</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I</b>

Attached are vouchers dated June 16, 2023 through June 29, 2023, Nos. 193167 through Nos. 193355 in the amount of \$ 872,194.58. Also included in this listing are EFT's Nos. 5353 through EFT Nos. 5382, Library vouchers totaling \$ 27,210.51, Water Utility vouchers totaling \$ 14,813.81 and Property Tax Refunds in the amount of \$ 3,590.58. Voided checks in the amount of \$ (4,910.08) are separately listed.

Early release disbursements dated June 16, 2023 through June 28, 2023 in the amount of \$ 445,176.33 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 No. 480 dated June 16, 2023 through June 28, 2023 in the amount of \$ 27.25. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated June 30, 2023 is \$ 471,496.96, previously estimated at \$ 435,000. Payroll deductions dated June 30, 2023 are \$ 448,384.82, previously estimated at \$ 460,000.

The estimated payroll for July 14, 2023 is \$ 660,000 with estimated deductions and matching payments of \$ 320,000.

**COUNCIL ACTION REQUESTED**

Motion approving the following:

- City vouchers with an ending date of June 29, 2023 in the amount of \$ 872,194.58 and
- Payroll dated June 30, 2023 in the amount of \$ 471,496.96 and payments of the various payroll deductions in the amount of \$ 448,384.82, plus City matching payments and
- Estimated payroll dated July 14, 2023 in the amount of \$ 660,000 and payments of the various payroll deductions in the amount of \$ 320,000, plus City matching payments.

**ROLL CALL VOTE NEEDED**