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

CITY OF FRANKLIN  
SPECIAL COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*\*  
TUESDAY JUNE 27, 2023 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
  - 1. Citizen Comment Period.
  - 2. A Proclamation in Recognition of and in Gratitude for the Public Service of Stephen R. Olson.
- C. Approval of Minutes: Regular Common Council Meeting of June 6, 2023.
- D. Hearings.
- E. Organizational - 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.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Request from the Police Department to Add One Police Officer Position Over Authorized Strength from August 1, 2023 Through December 31, 2023.
  - 2. 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 the Common Council Chambers in the Amount of \$15,000.
  - 3. Authorization to Purchase Wireless Microphones, Transceivers, and Recharge Stations for the Common Council Chamber as Specified Under Account 41-0181-5819.
  - 4. Tentative Agreement Between the City of Franklin and the Franklin Professional Police Officers Association for a 2022-2024 Successor Collective Bargaining Agreement.
  - 5. A Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for 2022.

6. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to Transfer \$11,000 of Unrestricted Contingency to the Fire Department Building Maintenance Fund.
7. An Ordinance to Defer Special Assessments for Water Lines Constructed for a Water Tower to Serve the City of Franklin.
8. Authorization to Bid a Water Tower at 8120 S. Lovers Lane Road (TKN 801-9986-000) and Associated Watermain to Connect to 7810 S. 100th Street.
9. Notification of a Water Leak Policy (Public Policy #1-2023) Adopted by the Franklin Board of Water Commissioners.
10. Authorization to Participate in the Wisconsin Elections Commission 2023 Absentee Ballot Envelope Subgrant Reimbursement Program.
11. An Ordinance to Amend the Municipal Code Section 245-3 B. Stops Required to Add Two Stop Signs for W. Lake Pointe Drive at S. Golden Lake Way Making the Intersection a 4-Way Stop.
12. A Resolution Authorizing Certain Officials to 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).
13. 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).
14. 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 (TKNs 890-9991-001 and 890-9991-002).
15. A Resolution to Award the 2023 City of Franklin Guardrail Replacement Contract to Arbor Green, Inc., in the Amount of \$58,639.75.
16. An Ordinance to Modify Code 222-3.G. to Allow for Construction of More than Two Driveways.
17. Pathway Funding for S. 27th Street from W. Villa Drive to W. Elm Road.
18. A Resolution Authorizing Certain Officials to Execute an Amendment to Agreement With Ehlers and Associates, Inc. for Tax Incremental District Creation Professional Services.
19. 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.
20. Authorization to Execute an Agreement with Industrial Roofing Service, Inc. (IRS) to Provide Study, Review, and Plan Preparation Services for the City of Franklin Building Exterior Specifications of Fire Station No. 1, Building Exterior Specifications of Law Enforcement Center, and Exterior Sealant Specification of Public Library City Facilities as part of an Enhanced Capital Improvement Plan.
21. Authorization to Execute Proposal with Industrial Roofing Services, Inc. (IRS) for the City of Franklin Masonry Repair and Exterior Painting Specification of Ken Windl Park Facility Building as part of an Enhanced Capital Improvement Plan (CIP).

Common Council Meeting Agenda

June 27, 2023

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22. 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 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: License Committee Meeting of May 30, 2023 and June 20, 2023.

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

J. Adjournment.

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

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

REMINDERS:

July 4	City Hall Closed-Fourth of July	
July 5	Common Council Meeting	6:30 p.m.
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 Proclamation**

A PROCLAMATION IN RECOGNITION OF AND IN GRATITUDE FOR THE PUBLIC SERVICE OF  
STEPHEN R. OLSON

WHEREAS, Stephen R. Olson was elected Mayor of the City of Franklin, Wisconsin in April, 2014 and served the City as Mayor through April 17, 2023; and

WHEREAS, Stephen R. Olson, "Steve", was elected and served as Alderman for City of Franklin Aldermanic District 2 in 1998 to 2001, and Alderman for District 1 in 2004 to 2013; and while serving as Alderman and prior thereto, served on the Economic Development Commission for some eighteen years, and serving as Chairman thereof for some nine years; and while serving as Alderman, also served on the 27th Street Steering Committee and as Chairman thereof, the Finance Committee, the Board of Health, the Personnel Committee, the Cable Television Commission, and the Technology Commission; and

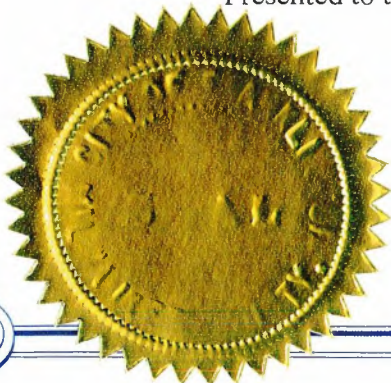
WHEREAS, while serving as Mayor, Steve served on the Milwaukee County Intergovernmental Cooperation Council, the Milwaukee Metropolitan Sewerage District Executive Committee, the Milwaukee County Emergency Medical Services Council, the Milwaukee Area Domestic Animal Control Commission Board of Directors, as Chairman of the City of Franklin Plan Commission, and as Chairman of the City of Franklin Community Development Authority; and

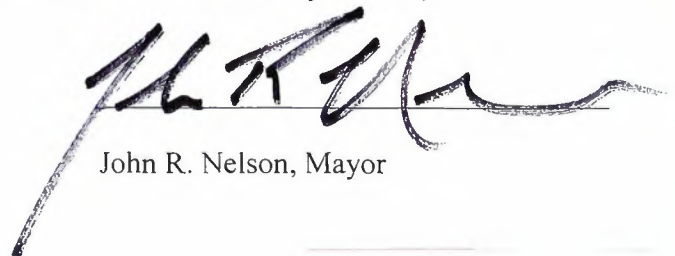
WHEREAS, Steve has also previously served the Community as the President and Chairman of the Franklin Chamber of Commerce, and as a member of Franklin Senior Citizens, Inc. and the Franklin Noon Lions Club; and

WHEREAS, with his initial membership on the City of Franklin Economic Development Commission having started in 1991, Steve has now provided his time and work efforts to and has served the Community for over three decades.

NOW, THEREFORE, BE IT PROCLAIMED, that I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, the staff of City government, and all of those public officials and staff who know you and worked with you, and all of the People that you have served, Good Luck and Godspeed, Steve.

Presented to the City of Franklin Common Council this 20th Day of June, 2023.



  
John R. Nelson, Mayor

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
JUNE 6, 2023  
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on June 6, 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, Alderwoman Courtney Day, Alderman Mike Barber, and Alderman Jason Craig. Also in attendance were City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson. Alderman Yousef Hasan was not present.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:31 p.m. and was closed at 6:53 p.m.

MINUTES  
May 16, 2023

C. Alderman Barber moved to approve the minutes of the regular Common Council meeting of May 16, 2023, as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried.

PURCHASE AND  
INSTALL  
REPLACEMENT HVAC  
UNITS

G.1. Alderwoman Eichmann moved to approve of Purchase and Installation of replacement HVAC units, and a budget modification appropriating the necessary funding (\$11,000). Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2023-7997  
PARTICIPATE IN  
COMPLETE  
COMMUNITIES  
TRANSPORTATION  
PLANNING PROJECT

G.2. Alderman Barber moved to adopt Resolution No. 2023-7997, A RESOLUTION TO PARTICIPATE IN MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION'S COMPLETE COMMUNITIES TRANSPORTATION PLANNING PROJECT. Seconded by Alderman Holpfer. All voted Aye; motion carried.

INCLUDE SIDEWALKS  
IN WI-DOT PROJECT  
FOR S 27<sup>TH</sup> ST

G.3. Alderman Craig moved to Include Sidewalks in Wisconsin Department of Transportation Project for S. 27th Street (STH 241) from W. Elm Road to W. Villa Drive. Seconded by Alderwoman Day. All voted aye; motion carried.

RES. 2023-7998  
HOLDING TANK  
AGREEMENT WITH  
DALMA PROPERTIES,  
LLC, TKN 898-9999-000

G.4. Alderman Holpfer moved to adopt Resolution No. 2023-7998, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A HOLDING TANK AGREEMENT WITH DALMA PROPERTIES, LLC., 6701 W. RYAN ROAD, TKN 898-9999-000. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES 2023-7999  
ISSUE CHANGE ORDER  
NO. 3 TO WANASEK –  
RYAN CREEK

G.5. Alderman Craig moved to adopt Resolution 2023-7999, A RESOLUTION TO ISSUE CHANGE ORDER NO. 3 TO WANASEK CORPORATION FOR THE RYAN CREEK INTERCEPTOR ODOR REDUCTION PROJECT IN THE AMOUNT OF \$15,165.24.

INTERCEPTOR ODOR  
REDUCTION PROJECT

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

Alderman Barber moved to suspend the rules to allow Thomas Taylor of 7014 Elroy Ct. to speak on this agenda item. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Alderman Barber moved to return to regular business. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

DIRECT BUTEYN-  
PETERSON  
CONSTRUCTION

G.6. Alderwoman Day moved to direct Buteyn-Peterson Construction Co., Inc. to complete the work described in Work Change Directive No. 4 to accommodate the survey monument work. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES 2023-8000  
IMPOSING  
CONDITIONS AND  
RESTRICTIONS FOR  
THE APPROVAL OF A  
SPECIAL USE – 8570 S  
116<sup>TH</sup> ST

G.7. Alderman Craig moved to adopt Resolution 2023-8000, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR AN APPROXIMATELY 4,000 SQUARE FOOT ACCESSORY STRUCTURE UPON PROPERTY LOCATED AT 8570 SOUTH 116TH STREET (ROBERT G. MONTGOMERY, APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES 2023-8001  
ACCEPTANCE OF AN  
AGREEMENT FOR  
STORM DRAINAGE,  
ACCESS, AND WATER  
MAIN – TKN 950 9997  
002

G.8. Alderwoman Day moved to adopt Resolution 2023-8001, A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND EASEMENTS FOR STORM DRAINAGE, STORM WATER MANAGEMENT ACCESS, AND WATER MAIN AT 3617 W. OAKWOOD ROAD (TKN 950-9997-002) including minor technical changes approved by the City Engineer and City Attorney. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES 2023-8002  
ACCEPT AN ACCESS  
ON PROPERTY OWNED  
BY WI ELECTRIC  
POWER COMPANY –  
TKN 844 9994 000

G.9. Alderman Craig moved to adopt Resolution 2023-8002, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT AN ACCESS, WATER MAIN & SANITARY SEWER EASEMENT ON PROPERTY OWNED BY WISCONSIN ELECTRIC POWER COMPANY (TKN 844-9994-000) subject to technical corrections made by City Engineer. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES 2023-8003  
INSTALLATION OF A  
FENCE WITHIN THE  
20FT PUBLIC UTILITY  
EASEMENT – TKN 805  
0096 000

G.10. Alderman Holpfer moved to adopt Resolution 2023-8003, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20 FOOT PUBLIC UTILITY EASEMENT UPON LOT 31 IN BLOCK 1, IN PARK VIEW SOUTH (7923 S. 67TH STREET) (TKN 805-0096-000) (PEPLINSKI, KENNETH S., APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried.



- RES 2023-8004  
RECORD WARRANTY  
DEED – RIGHT-OF-WAY  
FOR PUBLIC ROAD –  
LOT 1 CERTIFIED  
SURVEY MAP NO. 9338
- G.11. Alderman Holpfer moved to adopt Resolution 2023-8004, A RESOLUTION TO RECORD A WARRANTY DEED FOR DEDICATION AND ACCEPTANCE OF RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES (LOT 1 OF THE RECORDED CERTIFIED SURVEY MAP NO. 9338). Seconded by Alderwoman Day. All voted Aye; motion carried.
- AUTHORIZE  
MAINTENANCE REPAIR  
SPECIFICATION  
PROPOSALS –  
FACILITIES AND  
INFRASTRUCTURE  
WITH IRS
- G.12. Alderman Holpfer moved to authorize the Maintenance Repair Specification proposals with regard to City of Franklin facilities and associated infrastructure with IRS, and to authorize the Mayor, the City Clerk, and the Director of Finance/Treasurer to execute the appropriate related agreement as needed. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- AUTHORIZE  
COOPERATION  
AGREEMENT WITH  
MILWAUKEE COUNTY  
(2024-2026), IN THE  
COMM DEVL P BLOCK  
GRANT AND HUD  
HOME FUNDS – SUBJ  
TO APPROVAL BY CITY  
ATTORNEY
- G.13. Alderwoman Day moved to authorize the Mayor and City Clerk to execute a Cooperation Agreement with Milwaukee County for an additional 3-year participation, program years 2024 through 2026, in the Community Development Block Grant and HUD HOME funds, subject to approval as to form by the City Attorney, changes may include technical corrections, clarification, or other such changes that do not entail a substantial substantive difference. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES 2023-8005  
EXECUTE S 116<sup>TH</sup>  
STREET TRAIL  
PROJECT CHANGE  
ORDER – PREPARE  
PHASE 2
- G.14. Alderman Craig moved to adopt Resolution 2023-8005, A RESOLUTION TO EXECUTE S. 116"H STREET TRAIL PROJECT CHANGE ORDER NO. 4 TO GRAEF-USA, INC. TO PREPARE A PHASE 2 ENVIRONMENTAL SITE ASSESSMENT FOR \$35,000. Seconded by Alderman Barber. All voted Aye; motion carried.
- ALLOW HAUSCH  
DESIGN AGENCY, LLC  
TO DEVELOP  
MESSAGING PROGRAM
- G.15. Alderman Barber moved to Allow Hausch Design Agency, LLC to Develop a Messaging Program for Franklin Sewer Utilities Private Property Infiltration & Inflow Reduction Project Without Errors and Omissions (Professional Liability) Insurance. Seconded by Alderman Craig. All voted Aye; motion carried.
- ORD 2023-2538  
AMEND ORD 23-2531,  
22-2531, ORDINANCE  
ADOPTING THE 2023  
ANNUAL BUDGET FOR  
THE GENERAL  
OPERATING FUND –  
RETURN
- G.16. Alderman Holpfer moved to adopt Ordinance 2023-2538, AN ORDINANCE TO AMEND ORDINANCE NO. 2023-2531, AN ORDINANCE TO AMEND ORDINANCE NO. 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL OPERATING FUND TO TRANSFER \$30,380 IN EXPENDITURES FROM THE ENGINEERING PERSONAL SERVICES SALARY AND BENEFITS ACCOUNTS TO THE PLANNING PERSONAL SERVICES SALARY AND BENEFITS

TRANSFERRED FUNDS  
FROM PLANNING TO  
ENGINEERING

ACCOUNTS, TO RETURN THE TRANSFERRED FUNDS FROM  
PLANNING SERVICES ACCOUNTS TO ENGINEERING  
SERVICES ACCOUNTS. Seconded by Alderwoman Eichmann. All  
voted Aye; motion carried.

CONSOLIDATION OF  
ONE (.5) FTE PLANNING  
AND ONE (.5)  
ENGINEERING TO  
ALLOW HIRING OF  
ONE FTE ENGINEERING

G.17. Alderman Craig moved to approve the consolidation of one (.5) FTE planning department administrative assistant and one (.5) FTE engineering department administrative assistant position into one FTE engineering administrative assistant position to allow for the hiring of one FTE engineering administrative assistant at the Salary Pay Grade 3. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

CLOSED SESSION –  
CONSIDER  
EMPLOYMENT,  
PROMOTION,  
COMPENSATION, OR  
PERFORMANCE  
EVALUATION DATA –  
DIRECTOR OF FINANCE  
AND TREASURY –  
DANIELLE BROWN

G.18. Alderman Barber moved to confirm the appointment of Danielle Brown as the Director of Finance & Treasurer for the City of Franklin pending the successful completion of a pre-employment drug screen and background check. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

VOUCHERS AND  
PAYROLL

I. Alderman Barber moved to approve City vouchers with an ending date of June 1, 2023, in the amount of \$1,834,189.90, and payroll dated May 19, 2023 in the amount of \$442,320.66 and payments of the various payroll deductions in the amount of \$453,606.40, plus City matching payments, and estimated payroll dated June 2, 2023 in the amount of \$440,717.20 and payments of the various payroll deductions in the amount of \$233,855.84, plus City matching payments, and estimated payroll dated June 16, 2023 in the amount of \$450,00 and payments of the various payroll deductions in the amount of \$240,000, plus City matching payments. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

LICENSES AND  
PERMITS

H. Alderman Craig moved to approve the following licenses:

License Committee Meeting 06/06/2023:

Approved conditionally 2023-2024 License to Nicole Stankowski upon providing the documents showing completion of the court ordered stipulations and with agreement of applicant that she will participate in counseling wellness service;

Grant Class B Combination Entertainment & Amusement 2023-2024 to DBA Iron Mike's, Jax on 27<sup>th</sup> LLC, William Rushman, Agent, 6357 S 27<sup>th</sup> St;

Approved Fireworks Display to Civic Celebration Committee-Independence Day Celebration Fireworks Display, John Bergner, 9229 W Loomis Rd, 7/1/2023;

Grant 2023-2024 Day Care License to DBA KinderCare, KinderCare Education LLC, 6350 S 108<sup>th</sup> St, Theresa Castronovo;

Grant Temporary Class “B” Beer & Temporary Entertainment Amusement to VFW Post 10394, St Martin’s Labor Day Fair, Andrew Hushek, St Martins Rd & Church St, 9/3/2023-9/4/23;

Hold 2023-2024 Operator License for Appearance to Mitcheal Lenski & Kenneth Lux;

Hold 2022-23 & Renewal 2023-24 Operator License for Appearance to Roberta Fenning;

Grant 2022-23 & 2023-24 Renewal Operator License upon corrections of application to Nicole Olender & Antonious Wilder;

Grant 2023-2024 Renewal Operator License upon corrections of application to Maren Wendt;

Grant 2022-2023 Operator License to Connie Young;

Grant 2023-2024 Operator License to David Fifarek, Nicholas Itsines & John Rinelli;

Grant 2022-23 & 2023-24 Renewal Operator License to Jada Cesar, Clayton Declore, Joseph Handlos, Elizabeth Lipinski, Vanessa Peterson & Mato Veber; and

Grant 2023-2024 Renewal Operator License to Tanya Bielinski, John Bergner, Luke Capstran, Kaitlyn Connolly, Reyna Contreras, Nicole Cruz, Alyssa Dama, Kristy Delaney, Meloday Eberhardt, Eric Gagliano, Nicole Gaus, Madeline Gernhauser, Halina Grochowski, Stevie Grzybowski, Patti Hartung, Justin Kagerbauer, Lori Kochan, Mikala Lindl, Marcia Lonzaga, Grace Mantyh, Jennifer Martinez, Julia Martinez, Anthony Megna, Lee Ann Meier, Kristen Menzel, Camille Nicolai, Julie Palivoda, Eric Ramos, Richard Rehberg, Debra Reichart, Jean Risacher, Michelle Rocha, Mark Rozenberg, Christine Rozewicz, Joseph Schauer, Daniel Stadler, Linda Steeves, Mark Steffes, Alexis Steltz, James Talaska, Jennifer Teske, Ann Thaler, Tiffany Torres, Hanna Wallace, Melissa Waulters, Matthew Wisniewski, Alyssa Zacher, & Eric Zoromskis.

License Committee Meeting 06/06/2023:

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

CLOSED SESSION –  
CONFER WITH LEGAL  
COUNCIL WITH  
RESPECT TO FRANKLIN  
COMMUNITY  
ADVOCATES, ET AL. V.  
CITY OF FRANKLIN,

G.19. Alderman Craig moved to enter closed session at 7:41 p.m. pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *Franklin Community Advocates, et al. v City of Franklin, and Strauss Brands, LLC*, Milwaukee County Circuit Court, Case No. 20-CV-7031 and *Franklin Community Advocates v City of Franklin*, Milwaukee County Circuit Court, Case No. 22-CV-

AND STRAUSS  
BRANDS, LLC

523 litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Mayor Nelson took a five-minute break at 7:41 p.m. The Mayor resumed into closed session at 7:48 p.m.

Returned to open session at 8:05 p.m.

Alderman Barber moved to proceed as discussed in closed session. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLOSED SESSION – FOR  
MARKET COMPETITION  
AND BARGAINING  
REASONS –  
PROPERTIES AT THE  
NORTHEAST CORNER  
OF SOUTH 76<sup>TH</sup> STREET  
AND WEST RYAN  
ROAD

G. 20. Alderman Barber moved to enter closed session at 8:09 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Returned to open session at 9:03 p.m.

No action required at this time.

RES 2023-8006  
EXECUTE AN  
AGREEMENT WITH  
EHLERS AND  
ASSOCIATES, INC FOR  
TAX INCREMENTAL  
DISTRICT CREATION  
PROFESSIONAL  
SERVICES

G.21. Alderman Holpfer moved to adopt Resolution 2023-8006, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH EHLERS AND ASSOCIATES, INC. FOR TAX INCREMENTAL DISTRICT CREATION PROFESSIONAL SERVICES. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLOSED SESSION –  
POTENTIAL PROVISION  
OF PUBLIC WATER  
SUPPLY TO THE CITY  
OF FRANKLIN

G.22. Alderman Holpfer moved to enter closed session at 9:07 p.m. pursuant to Wis. Stat. §19.85(1)(e) to deliberate upon information, terms and provisions of the potential provision of public water supply to the City of Franklin as related to the City, the Franklin Municipal Water Utility and its customers in 2024 and beyond; and the potential negotiation of terms in relation thereto, including, but not limited to potential amendments to the Agreement for Oak Creek to Provide Water at Wholesale to Franklin, potential agreement terms with alternate public

water supply sources, including, but not limited to the City of Milwaukee and Milwaukee Water Works, and the investing of public funds and governmental actions in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. Alderman Barber vacated his seat at 9:05 p.m. and was absent from the vote to go into closed session.

Mayor Nelson took a five-minute break at 9:08 p.m. The Mayor resumed into closed session at 9:12 p.m.

Returned to open session at 10:27 p.m.

No action required at this time.

LOSED SESSION –  
NOTICE OF CLAIM AND  
CIRCUMSTANCES AND  
NOTICE OF INJURY  
FROM ALAN H  
MARCUVITZ OF VON  
BRIESEN & ROPER, S.C.,  
ATTORNEY FOR  
CLAIMANT POLISH  
HERITAGE ALLIANCE,  
INC.

G.23. Alderman Holpfer moved to enter closed session at 10:28 p.m. pursuant to § 19.85(1)(e) and (g), Stats., to consider a Notice of Claim and Circumstances and Notice of Injury from Alan H. Marcuvitz of Von Briesen & Roper, S.C., Attorney for Claimant Polish Heritage Alliance, Inc., alleging property damage from a broken water lateral pipe on or about October 7, 2022, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. All voted Aye; motion carried.

Returned to open session at 10:34 p.m.

Alderman Craig moved to proceed as discussed in closed session and disallow the claim. Seconded by Alderman Barber. All voted Aye; motion carried.

CLOSED SESSION –  
DISCUSS POLICE  
COLLECTIVE  
BARGAINING  
NEGOCIATION  
STRATEGY AND  
POSSIBLE  
SETTLEMENT OPTIONS

G.24. Alderwoman Eichmann moved to enter closed session at 10:36 p.m. pursuant to Wis. Stat. §§ 19.85(1)(c) and 19.85(1)(e), to discuss police collective bargaining negotiation strategy and possible settlement options, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Craig. All voted Aye; motion carried.

Returned to open session at 11:12 p.m.

No action required at this time.

ADJOURNMENT

J. Alderman Craig moved to adjourn the meeting of the Common Council at 11:13 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>CORRECTED REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">6/27/23</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Mayoral Appointments</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">E.</p>

The Mayor has made the following appointments for Council confirmation:

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.

**COUNCIL ACTION**

Motion 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.

## Shirley Roberts

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Thursday, June 8, 2023 12:14 PM  
**To:** Lisa Huening; Shirley Roberts, Karen Kastenson  
**Subject:** Volunteer Fact Sheet

**Name:** Andy Pelkey  
**PhoneNumber:** (414)801-8555  
**EmailAddress:** apelkey.wi@gmail.com  
**YearsasResident:** 19  
**Alderman:** 2  
**ArchitecturalBoard:** no  
**CivicCelebrations:** no  
**CommunityDevelopmentAuthority:** no  
**EconomicDevelopmentCommission:** no  
**EnvironmentalCommission:** no  
**FinanceCommittee:** no  
**FairCommission:** no  
**BoardofHealth:** no  
**FirePoliceCommission:** no  
**ParksCommission:** no  
**LibraryBoard:** no  
**PlanCommission:** no  
**PersonnelCommittee:** no  
**BoardofReview:** no  
**BoardofPublicWorks:** no  
**QuarryMonitoringCommittee:** no  
**TechnologyCommission:** yes  
**TourismCommission:** no  
**BoardofZoning:** no  
**WasteFacilitiesMonitoringCommittee:** no  
**BoardWaterCommissioners:** no  
**CompanyNameJob1:** Impact Consultants, Inc  
**CompanyAddressJob1:** 9320 W Grandview Ct  
**TelephoneJob1:** (414)801-8555  
**StartDateandPositionJob1:** June 1998 / Owner  
**EndDateandPositionJob1:** Retired about a year ago  
**CompanyNameJob2:**  
**AddressJob2:**  
**TelephoneJob2:**  
**StartDateandPositionJob2:**



**EndDateandPositionJob2:**

**CompanyNameJob3:**

**AddressJob3:**

**TelephoneJob3:**

**StartDateandPositionJob3:**

**EndDateandPositionJob3:**

**Signature:**

Andy Pelkey

**Date:**

6/8/2023

**Signature2:**

Andy Pelkey

**Date2:**

**SourceDocID:**

9278

**SourceNavName:**

Volunteer Fact Sheet

**Address:**

9320 W Grandview Ct

**PriorityListing:**

**WhyInterested:**

Was asked to volunteer.

**DescriptionofDutiesJob1:**

Independent software consultant helping businesses develop custom software solutions to their business problems.

**DescriptionofDutiesJob2:**

**DescriptionofDutiesJob3:**

**AdditionalExperience:**

I have been a software developer for more than 30 years.

[See Current Results](#)

## Shirley Roberts

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Thursday, June 15, 2023 4:16 PM  
**To:** Lisa Huening, Shirley Roberts, Karen Kastenson  
**Subject:** Volunteer Fact Sheet

**Name:** Barbara Wesener  
**PhoneNumber:** 4147028538  
**EmailAddress:** matplan@wi.rr.com  
**YearsasResident:** 30  
**Alderman:** Barber  
**ArchitecturalBoard:** no  
**CivicCelebrations:** no  
**CommunityDevelopmentAuthority:** no  
**EconomicDevelopmentCommission:** no  
**EnvironmentalCommission:** no  
**FinanceCommittee:** no  
**FairCommission:** no  
**BoardofHealth:** no  
**FirePoliceCommission:** no  
**ParksCommission:** no  
**LibraryBoard:** no  
**PlanCommission:** no  
**PersonnelCommittee:** no  
**BoardofReview:** no  
**BoardofPublicWorks:** no  
**QuarryMonitoringCommittee:** no  
**TechnologyCommission:** no  
**TourismCommission:** yes  
**BoardofZoning:** no  
**WasteFacilitiesMonitoringCommittee:** no  
**BoardWaterCommissioners:** no  
**CompanyNameJob1:** South Suburban Chamber of Commerce  
**CompanyAddressJob1:** 8040 S. 6th Street, Oak Creek, 53154  
**TelephoneJob1:** 414-768-5844  
**StartDateandPositionJob1:** June 2005, Executive Director  
**EndDateandPositionJob1:** June 2019, Executive Director  
**CompanyNameJob2:** Wisconsin Ready Mixed Concrete Association  
**AddressJob2:** 9415 West Forest Home Avenue, Hales Corners, WI  
**TelephoneJob2:** N/A  
**StartDateandPositionJob2:** June 1986, Executive Director

**EndDateandPositionJob2:** February 2004, Executive Director

**CompanyNameJob3:**

**AddressJob3:**

**TelephoneJob3:**

**StartDateandPositionJob3:**

**EndDateandPositionJob3:**

**Signature:** Barbara Wesener

**Date:** June 15, 2023

**Signature2:** Barbara Wesener

**Date2:** June 15, 2023

**Address:** 7479 Carter Circle South Franklin, WI 53132

**PriorityListing:**

**WhyInterested:**

I have served on this Commission as an ad hoc, non voting member for the past 5 years and already have a knowledge of the workings of the Commission. Also, before my retirement as the Executive Director of the South Suburban Chamber, also served as an ad hoc member of the Oak Creek Tourism Commission. I believe that sharing and supporting the quality of life assets of the community benefits all of us.

**DescriptionofDutiesJob1:**

Managed all of the Board and Committee functions as well as the financial responsibilities and meetings and events planning for the Chamber.

**DescriptionofDutiesJob2:**

Association management of the statewide trade association including lobbying, financial responsibility, meeting planning and staffing.

**DescriptionofDutiesJob3:**

**AdditionalExperience:**

I have been active throughout my career in my alum, and professional associations.

See Current Results

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<p><b>APPROVAL</b></p> <p><i>X</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><i>6-27-23</i></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>REQUEST FOR THE POLICE DEPARTMENT TO ADD ONE POLICE OFFICER POSITION OVER AUTHORIZED STRENGTH FROM 8-1-2023 THROUGH 12-31-2023</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.I.</i></p>

Recruiting and hiring police officers has been very challenging the last several years. It has been nearly impossible to maintain full staffing. It's crucial to hire qualified candidates as soon as they are identified because often these candidates are under consideration by several other area police departments at the same time and it's a matter of who is able to offer them a position first.

The police department currently has 3 vacancies and anticipates 1-2 additional vacancies by the end of the year. We have the ability to send up to 4 candidates to the Police Academy starting in August. The department requests the authority to carry one police officer position over authorized strength in anticipation of at least one of those vacancies.

**FISCAL NOTE:**

The Police Department is not requesting any additional funds for this position. Sufficient appropriations exist in the Personnel Services Account to fund this position. The approximate cost of salary and benefits of a new officer for 5 months is \$41,000. The Police Department is currently more than \$300,000 under budget for police officer salary and benefits due to the vacancies.

**RECOMMENDATION**

Motion to authorize the Police Department to carry one police officer position over authorized strength from August 1, 2023 through December 31, 2023.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">6/27/23</p>
<p style="text-align: center;">REPORTS &amp; RECOMMENDATIONS</p>	<p style="text-align: center;"><b>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 the Common Council Chambers in the Amount of \$15,000</b></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.2</p>

***BACKGROUND***

The Information Technology (IT) Department is seeking Council approval for the 2023 Municipal Buildings Other Capital Equipment Capital Outlay Fund (41-0181-5819) to be increased by \$15,000 to provide the funds needed to replace the legacy microphones, transceivers, and charging stations for the audio/video conferencing system in the Common Council Chambers. Due to issues encountered with the existing legacy equipment and no longer being FCC compliant, the vendor strongly recommends replacing the equipment.

***FISCAL IMPACT***

This will decrease the Fund Balance by \$15,000.

***RECOMMENDATION***

Staff recommends the attached proposed budget amendment ordinance increasing Account 41-0181-5819, Municipal Buildings Other Capital Equipment Capital Outlay Fund, by \$15,000 in order to purchase replacement wireless microphones and related equipment for the audio/video conferencing system in the Common Council Chambers.

**COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2023-\_\_\_\_\_, 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 the Common Council Chambers in the Amount of \$15,000.

STATE OF WISCONSIN. CITY OF FRANKLIN: MILWAUKEE COUNTY

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

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 THE COMMON COUNCIL CHAMBERS IN THE AMOUNT OF \$15,000

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WHEREAS, the Common Council of the City of Franklin adopted the 2023 Annual Budgets for the City of Franklin on November 15, 2022;

WHEREAS, the audio system and microphones in the Council Chambers were last upgraded in 2018 and later integrated into a video conferencing system in 2020, where the existing wireless microphones and receivers were retained and integrated into the new system as legacy devices; and

WHEREAS, the legacy equipment's performance is inconsistent and no longer FCC compliant; and

WHEREAS, the vendor strongly recommends that the legacy equipment be entirely replaced.

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

Section 1 That the 2023 Budget for the Capital Outlay Fund is amended as follows:

Capital Outlay Fund

Other Capital Equipment	41-0181-5819	Increase	\$15,000.00
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Section 2 Pursuant to §65.90(5)(ar), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adopting this Ordinance on the City's website.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 20th day of June 2023.

APPROVED:

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

ATTEST:

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

AYES            NOES            ABSENT



<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">6/27/23</p>
<p style="text-align: center;">REPORTS &amp; RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization to Purchase Wireless Microphones, Transceivers, and Recharge Stations for the Common Council Chamber as Specified Under Account 41-0181-5819</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.3.</p>

**BACKGROUND**

The audio system and microphones in the Common Council Chambers were upgraded in 2018 and later integrated into an enterprise video conferencing system in 2020. At the time of the initial upgrade, the existing wireless microphones and receivers were retained and integrated into the new system as legacy devices. The equipment was working and functional; hence the decision was made to maintain the old equipment to lower project costs.

Issues are being encountered with the legacy equipment, where a microphone will experience significant interference and cut in/out on the speaker. One of the wireless microphones refuses to communicate back to its associated transceiver, even though the microphone is powered on and the transceiver is functioning. The three wireless microphone transceivers are on an old frequency band no longer supported by the FCC. Devices on this frequency band are subject to interference from other electronic devices. Since this equipment is no longer FCC compliant, it is being strongly recommended by the vendor that it be replaced.

Heartland Business Systems (HBS) has architected a solution to replace the last six legacy microphones and communicate to a single transceiver with a wireless access point. The solution will give the wireless microphones more signal strength and range. A six-unit charging base station is recommended and will be installed on the side credenza. Wireless "gooseneck style" microphones will replace all existing microphones. These are placed closer to the speaker than the current microphones and will have better filtering and sound quality.

During the maintenance, additional updates will be made to the video/audio system, and set new audio levels on the microphones to prevent feedback.

**FISCAL IMPACT**

This is an unplanned expenditure due to issues with the existing audio system. An associated budget amendment has been created to provide the necessary funding in Account 41-0181-5819.

HBS Quote #304747 v4:

- Wireless Microphone Hardware = \$12,100
- Installation and Configuration Services = \$2,830

Total Cost of Materials = \$14,930

**COUNCIL ACTION REQUESTED**

Motion 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.

**Microphone Replacement**
**Quote #304747 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  
**06.08.2023**  
 Expires  
**06.23.2023**

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

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

AV Hardware	Price	Qty	Ext. Price
<b>*Please note this quote does not include shipping and it may be charged at time of order*</b>			
<b>Components</b>	<b>\$12,100.00</b>	<b>1</b>	<b>\$12,100.00</b>
Shure 15" Shock-Mounted Gooseneck, Cardioid, Bi-Color LED, Cardioid, Less Preamplifier		6	
Shure Wireless Desktop Base Transmitter (Includes one SB901 Battery)		6	
Shure Handheld Transmitter with SM58® Microphone (Includes one SB902 Battery)		1	
Shure 8-Channel Access Point Transceiver		1	
Shure 8-Channel Networked Charging Station		2	
Miscellaneous Expenses - Labels - Hardware - Fittings - Wiremold - Conduit - Etc.		1	
	<b>Subtotal</b>		<b>\$12,100.00</b>

Services	Price	Qty	Ext. Price
<b>Fixed Fee Project</b>	<b>\$2 830 00</b>	<b>1</b>	<b>\$2 830 00</b>
HBS Responsibilities			
• Install new Microphone system			
• Tune mics			
• Test system			
• Instruction			
	<b>Subtotal</b>		<b>\$2,830.00</b>

Quote Summary	Amount
AV Hardware	\$12 100 00
Services	\$2 830 00
<b>Total</b>	<b>\$14,930.00</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 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

06/08/2023


Date

Signature Name

Initials

Date

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/27/2023
REPORTS & RECOMMENDATIONS	<b>Tentative Agreement Between the City of Franklin and the Franklin Professional Police Officers Association for a 2022-2024 Successor Collective Bargaining Agreement</b>	ITEM NUMBER G 4

City staff responsible for labor negotiations and the Franklin Professional Police Officers Association associated with the Wisconsin Professional Police Association Law Enforcement Employee Relations Division have reached a Tentative Agreement (TA) for a 2022-2024 collective bargaining agreement. The Union's membership recently ratified the agreement which can be made effective after the Common Council approves. Note that due to the timing of the ratification, the item has not been presented to the Personnel Committee for comment. A TA is a summary document. It is then merged into the current contract document to create a new contract document (labor agreement) for January 1, 2022 through December 31, 2024. If the TA is approved, the motion below authorizes the completion and execution of that contract.

A TA differs from many items on which the Common Council is asked to provide input. **It is not subject to modification**. It is an all-or-nothing proposal. It is also the result of hours and hours of discussion, teamwork, and compromise. That give and take is important to remember when evaluating whether or not the proposed agreement is in the City's best interest. Additionally, the discussions below are summaries, and items may be discussed as more directly linked to or independent of other items. This, however, is not necessarily the case. As noted above, the agreement is a big package deal, with each item potentially influencing other seemingly unrelated items.

Overall it is a very straightforward settlement with wages being the most significant change. Following are brief comments on the more substantive provisions of the TA.

**Wages Article 6** As shown in the TA under numbers 1, 2 and 3, the wage adjustments on a percentage basis have resulted in a 3% adjustment for 2022, 2023, and 2024. Our proposed increases are comparable and appropriate to communities comparable to Franklin and are considered fair in today's workforce market.

The following items have been changed within the agreement without a significant impact on costs or operations.

- 1 Article 17 – Wisconsin Retirement Fund removed references to past years and percentages no longer applicable. Deletion of additional outdated and inapplicable language regarding WRS contributions.
- 2 Article 26 – Voluntary Benefits deletion of an option to purchase auto and home insurance through Liberty Mutual under the Group Savings Plan.
- 3 Article 29 – Duration and Negotiations updated to reflect the new contract agreement term effective date is retroactive to January 1 2022.
- 4 Article 30 – American Disabilities Act (ADA) updated with the current date and signers.
- 5 Letter of Understanding updated to reflect the contract agreement term.
- 6 Continue existing Letter of Understanding related to Pay and Working Conditions for Officers Attending a Training Academy and Full-Time Crime Prevention Officer Primary Duty Assignment. Reinstate the Letter of Understanding verbatim involving the Flexing of Normal Duty Hours of Patrol.
- 7 Revise the Letter of Understanding Subsection 2 – 1 by deleting 'by a Day Shift Patrol Officer'. The first sentence reads 'The assignment will be filled through an appointment process.'
- 8 Revise the Letter of Understanding Subsection 2 - 2 has been updated to remove a specific job title and replace with 'The assignment will be filled through an appointment process.'

The TA, prepared by the Union Representative is attached. A copy of the current redlined labor contract is also attached for context.

The Director of Administration would like to publicly thank the members of the Franklin Professional Police Officers Association for the spirit of cooperation and professionalism that they brought to the bargaining table.

Mayor John R. Nelson, the Director of Administration, the Police Chief, and the Human Resources Coordinator recommend approval.

**COUNCIL ACTION REQUESTED**

A motion 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.

DOA-KH

## TENTATIVE AGREEMENT

The parties hereby agree to reach a successor to their 2019- 2021 collective bargaining agreement under the following terms:

1. Continue all language, terms and elements of the 2019 to 2021 collective bargaining agreement unless otherwise noted.
2. Modify Article 6 -Based on the final pay rates in effect on 12/31/2021, increase wages to reflect a 3% increase for each column, row and cell of the salary schedule at Section 6.01 on the first payroll subsequent to January 1, 2022. Modify any non-schedule pay by 3%.
3. Modify Article 6 -Based on the final pay rates in effect on 12/31/2022, increase wages to reflect a 3% increase for each column, row and cell of the salary schedule at Section 6.01 on the first payroll subsequent to January 1, 2023. Modify any non-schedule pay by 3%.
4. Modify Article 6 -Based on the final pay rates in effect on 12/31/2023, increase wages to reflect a 3% increase for each column, row and cell of the salary schedule at Section 6.01 on the first payroll subsequent to January 1, 2024. Modify any non-schedule pay by 3%.
5. Modify Article 29-Duration so that the language of Section 29.01 reflects that “This agreement shall become effective retroactive to January 1, 2022, following ratification by both parties and shall continue in full force and effect until December 31, 2024.”
6. Article 17 – Wisconsin Retirement Fund. Delete the following language: Page 22 – Line 4 – Delete the following outdated information – “(6.55% in 2019).”
7. Page 22 – Lines 6-11 – Delete the following outdated and no longer applicable language regarding WRS contribution change implementation – “The change to the WRS contribution commences with the pay period and applies to the paycheck covering the pay period beginning closest to, but on or after January 1st of that year. The intent of the language is that the application of the change in WRS contribution rates occurs in the same paycheck as the application of the listed wage increase [Note: For a year where the ETF reduces the applicable statutory Employee Share, the City will apply the new rate to the first check in that calendar year as well, if so required by statute.]”
8. Continue the existing Letters or Memoranda of Understanding for the successor agreement with regard to: Pay and Working Conditions for Officers Attending a Training Academy; and Full-Time Crime Prevention Officer Primary Duty Assignment. Reinstate verbatim the Letter of Understanding involving the Flexing of Normal Duty Hours of Patrol.
9. Revise the Letter of Understanding Pertaining to a Monday through Friday work schedule for Police Officers and continue this revised Letter for the successor agreement: Revise the

following: Subsection 2 – 1 Sentence - Delete “by a Day Shift Patrol Officer.” The first sentence would then read, “The assignment will be filled through an appointment process.”

10. Modify Article 26-Voluntary Benefits by striking Section 26.02. Leave remaining language of Article 26 status quo.

11. All items retroactive to January 1, 2022.

Agreed to by:

\_\_\_\_\_  
For the City of Franklin

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the City of Franklin

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date



Agreement between the

CITY OF FRANKLIN

and the

FRANKLIN POLICE OFFICERS ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2022-2024

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1 **AGREEMENT**

2 This AGREEMENT is made and entered into by and between THE CITY OF  
3 FRANKLIN (hereinafter referred to as the "City" or "Employer") and THE CITY OF  
4 FRANKLIN LOCAL NO. 280 of the LAW ENFORCEMENT EMPLOYEE RELATIONS  
5 DIVISION OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION, (hereinafter  
6 referred to as the "Association" )

7  
8 **INTENT AND PURPOSE**

9 A. It is intended that the following Agreement shall be an implementation of the  
10 provisions of Section 111.70 of the Wisconsin Statutes.

11 B. Both of the parties of this Agreement are desirous of protecting and promoting the  
12 interests of the general public and of reaching an amicable understanding with respect to the  
13 Employer-employee relationship which exists between them and to enter into complete  
14 agreement covering rates of pay, hours of work and conditions of employment.

15  
16 **ARTICLE 1 - RECOGNITION**

17 Section 1.01: The City recognizes the Association as the exclusive bargaining agent for  
18 all employees of the Franklin Police Department who have the power of arrest, but excluding the  
19 Police Chief, Inspector, Captains and all other supervisory, managerial and confidential  
20 employees.

21 Section 1.02: The Association shall be the exclusive representative of all employees in  
22 the bargaining unit in all conferences, negotiations and grievances.

23  
24 **ARTICLE 2 - MANAGEMENT RIGHTS**

25 Section 2.01: The Association recognizes that except as specifically limited, abridged or  
26 relinquished by the terms and provisions of this Agreement all rights to manage, direct or  
27 supervise the operations of the Employer and the employees are vested solely in the Employer.

28 The Employer shall have the right to make such reasonable rules and regulations  
29 primarily related to mandatory subjects of bargaining, not in conflict with this Agreement, as it  
30 may from time to time deem best for the purpose of maintaining order, safety and/or efficient  
31 operations. Any complaint relative to the reasonableness of a rule on its face or as applied to any

1 employee shall be subject to the provisions of the grievance procedure contained in this  
2 Agreement.

3 Section 2.02: The City reserves the right to discipline or discharge an employee who has  
4 completed his probationary period provided that such discipline or discharge is for just cause.  
5 Any non-probationary employee who is disciplined or discharged may appeal the discipline or  
6 discharge pursuant to 62.13 of the Wisconsin Statutes.

7 Section 2.03. The City shall make reasonable provisions for the safety and health of the  
8 employees during working hours. Failure of bargaining unit employees to utilize safety devices,  
9 clothing, and equipment required by the City, and failure to follow safety practices may subject  
10 the offending employee to disciplinary action.

### 11 12 **ARTICLE 3 - ASSOCIATION ACTIVITY**

13 Section 3.01: The Association agrees to conduct its business off the job as much as  
14 possible, but this shall not prevent Association stewards or designated Association  
15 representatives from processing grievances or engaging in routine business such as posting  
16 notices, etc., during regular working hours, provided that such activities do not interfere with  
17 normal work operations and that such stewards or representatives limit such activities to a  
18 reasonable time period after receiving permission from their immediate supervisor outside the  
19 bargaining unit in advance of engaging in such activities.

20 Section 3.02: Association stewards and designated Association representatives shall have  
21 the right to post notices relating to legitimate Association business on bulletin board space  
22 supplied by the City, provided that a copy of any such notice is given to the Chief prior to  
23 posting.

24 Section 3.03: One member of the Association's collective bargaining team may attend  
25 bargaining sessions while on duty subject to call

### 26 27 **ARTICLE 4 - DUES DEDUCTION**

28 Section 4 01 Employer agrees to deduct monthly dues in the amount certified by the  
29 Association from the pay of employees who individually sign a dues deduction authorization  
30 form supplied by the Association affirmatively consenting to the deduction of dues from the  
31 employee's paycheck.



1 within ten (10) calendar days of the employee gaining knowledge of the incident.  
2 whichever is later. The grievance will be deemed settled unless within fifteen (15)  
3 calendar days of presenting the grievance to the immediate supervisor (or department  
4 head), the grievant reduces the grievance to writing, signs the grievance and presents  
5 the written grievance to the immediate supervisor or department head.

6 B. The immediate supervisor or department head shall give his answer in writing within  
7 ten (10) calendar days from the receipt of the written grievance.

8 Section 5.03 - Step Two:

9 A. If no settlement is reached in Step One, the grievance shall be referred to the Police  
10 Chief within five (5) working days from the time the immediate supervisor was to  
11 have submitted his answer, unless such Police Chief is the immediate supervisor.

12 B. The Police Chief shall then hold a meeting with the employee and his Association  
13 representative, if the employee so elects, within five (5) working days after referral to  
14 him to discuss the grievance. The Police Chief shall be required to consult with the  
15 Director of Administration concerning the grievance and shall give his written  
16 answer, with a copy of the written grievance sent to the Human Resources  
17 Department, within twenty (20) workdays of the meeting with the employee and his  
18 Association representative.

19 C. If the Police Chief is the immediate supervisor, Step Two shall be by-passed except  
20 Subsection (B) of Step Two shall be used instead of Subsection (B) of Step One, and  
21 the employee may proceed to Step Three of the Grievance Procedure.

22 Section 5.04 - Step Three: If no settlement is reached in Step Two, then such grievance  
23 shall be submitted to arbitration within ten (10) working days from the time the Police Chief was  
24 to have submitted his answer in the manner described below:

25 A. The grievance will be arbitrated by the Wisconsin Employment Relations  
26 Commission arbitrator, as provided for in the Wisconsin Statutes. The  
27 Association shall file the notice of appeal with the Wisconsin Employment  
28 Relations Commission, with a copy to the City Personnel Committee, which  
29 submission should be made to the Human Resource Coordinator or the Director of  
30 Administration. Each party shall bear the expense of producing its own witnesses and  
31 representatives, and any cost involved in the hearing will be shared equally by the  
32 City and the Association.

- 1 B. The arbitrator so appointed shall hold a hearing at a time and place convenient to the  
2 parties. The arbitrator shall take such evidence as in his judgment is appropriate for  
3 the disposition of the dispute.
- 4 C. Upon completion of this hearing, the arbitrator shall be requested to render a written  
5 decision within thirty (30) calendar days after the conclusion of testimony and  
6 argument to both the City and the Association which shall be final and binding upon  
7 the parties. In making his decision, the arbitrator shall neither add to, detract from  
8 nor modify the language of this Agreement. The arbitrator shall have no authority to  
9 grant wage increases or wage decreases. The arbitrator shall expressly confine  
10 himself to the precise issue(s) submitted for arbitration and shall have no authority to  
11 determine any other issue not so submitted to him or to submit observations or  
12 declarations of opinion which are not directly essential in reaching the determination.  
13 In any arbitration award, no right of management shall in any manner be taken away  
14 from the City, nor shall such right be limited or modified in any respect excepting  
15 only to the extent that this Agreement clearly and explicitly expresses an intent and  
16 agreement to divest the City of such right.
- 17 D. All grievances not filed or appealed within the above time periods shall be deemed  
18 abandoned. The term "working days" shall not include Saturdays, Sundays or  
19 holidays. The above time periods may be extended by mutual agreement of the  
20 parties in writing.

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22 [Remainder of page intentionally left blank]  
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**ARTICLE 6 - WAGES**

Section 6.01: The rates of pay for the various classifications of Police Officers shall be as follows:

	Hourly Eff 1/1/2022 3% Increase	Hourly Eff 1/1/2023 3% Increase	Hourly Eff 1/1/2024 3% Increase
Patrol Officer			
Start	\$31 96	\$32 92	\$33 91
6 Months	\$32 97	\$33 96	\$34 98
1 Year	\$34 45	\$35 49	\$36 55
2 Years	\$35 16	\$36 22	\$37 31
3 Years	\$36 82	\$37 93	\$39 06
4 Years	\$40 59	\$41 81	\$43 06
Detective	\$44 24	\$45 57	\$46 93

Wage increases will be effective on the start of the pay period closest to, but on or after, the date listed above.

In the event of any dispute in wages any arbitrator or other such adjudicating body is instructed to add 4% to all above wage rates as a quid pro quo for the retiree health benefit improvements negotiated in the 2009-2010 labor agreement  $[(\text{wage rate} * .04) + \text{wage rate} = \text{effective/comparable wage rate}]$ .

Section 6.02: The City will pay the IRS approved standard mileage rate for Department approved use of personal vehicles.

Section 6.03: Appointments of new hires as a Patrol Officer shall normally be made at the established minimum (“Start”) rate of pay. The initial appointment of a new hire above the established starting rate of pay may be made by the City if it decides to hire a new employee with multiple years of experience Any such appointment must be at an established annual step level as shown in section 6 01. If hired at the “6 Months” step, the employee would move to the “1 Year” step after six calendar months, to the “2 Years” step after an additional 12 calendar months (18 months total), and to each successive step after completing each successive year. If the employee is hired at the 1, 2, 3 or 4 Year steps, the employee would move to the next

1 successive step after each completed calendar year, meaning there would be no 6 Month step  
2 during the first year of employment. The Chief shall have the discretion (subject to the oversight  
3 of the Mayor as required by law) of offering additional vacation also. This provision does not  
4 alter the probation requirements, the seniority level of the new hire, or any other years of service  
5 related benefit.

6  
7 **ARTICLE 7- HOURS OF WORK**

8 **Section 7.01 - Hours of Work:**

- 9 A. **Patrol Officers:** The normal shifts shall be as follows: First Shift - 7:45 A.M. to 4:00  
10 P.M., Second Shift - 3:45 P.M. to 12:00 A.M.; Third Shift - 11:45 P.M. to 8:00  
11 A.M.; Swing Shift - 7:45 P.M. to 4:00 A.M.
- 12 B. **Detectives:** Regular working hour shifts will be staggered to ensure there is  
13 coverage in the Detective Bureau from 0700 hours until 1800 hours (M-F), in  
14 accordance with a departmental policy as established and maintained by the Chief of  
15 Police. Language will be developed in a departmental policy that will allow a  
16 Detective to flex a daily schedule in advance by mutual agreement.
- 17 C. Nothing contained herein shall be construed to prohibit the City from establishing  
18 other shifts.

19 **Section 7.02 - Work Week:**

- 20 A. **Patrol Officers:** The normal work schedule for all regular full-time Patrol Officers  
21 shall consist of five (5) workdays followed by two (2) days off, followed by five (5)  
22 workdays followed by three (3) days off, referred to as a 5-2, 5-3 duty schedule.
- 23 B. **Detectives:** The normal work schedule for a Detective shall consist of five (5)  
24 workdays followed by two (2) days off. They will be scheduled to work Monday  
25 through Friday with weekends off. Language will be developed in a departmental  
26 policy that will allow a Detective to flex a work week in advance by mutual  
27 agreement.
- 28 1. **“On Call” Status:** There will be a Detective assigned to an “On Call” status  
29 from the close of the Detective Bureau business hours on the Monday of an  
30 assigned “On Call” duty week until the following start of business hours on  
31 the successive Monday. (This language addresses the end of the business day

1 for the Detective Bureau on the first Monday of an "On Call" Duty Week and  
2 ends the successive week when the first Detective reports in for work.)

3 a. Rotation: This "On Call" status will rotate for each Detective (based on  
4 staffing levels as instructed by the Chief of Police) in accordance with a  
5 department policy as established and maintained by the Chief of Police.

6 i. Detectives will submit a signed, "On Call" schedule form for the  
7 upcoming year to the Chief of Police within two weeks of the  
8 completion of the vacation selection process each year. (Failure to do  
9 so will give the Chief of Police or his designee authority to make such  
10 assignments.)

11 ii. It is the responsibility of each Detective to find a replacement or trade  
12 for any conflict to the schedule once it is finalized.

13 iii. In the event that an "On Call" coverage needs to be assigned based  
14 upon an unscheduled or unplanned absence, or unavailability of the  
15 designated Detective, the Chief may order a mandatory "On Call" duty  
16 assignment, except that such assignment will not coincide with a  
17 scheduled vacation day

18 iv. The "On Call" policy will set forth the initial point of contact for all  
19 incidents occurring after normal working hours, and who has the  
20 authority to make the decision as to whether or not the "On Call"  
21 Detective will be called to respond to an incident.

22 v Establishment of an "On Call" Detective does not alter the fact that  
23 any Detective is subject to call in and does not require that the  
24 Department call in the "On Call" Detective first.

25 b Compensation The weeks in each calendar year will be divided by  
26 the number of detectives assigned by the Chief to be available for on-  
27 call duty (E.G. If there are 5 detectives, each detective will work  
28 approximately 10.4 weeks in the calendar year) Each Detective will  
29 be compensated with two (2) hours pay for each "week" they work on-  
30 call. "On Call" pay will only be issued in complete week blocks, and  
31 can only be taken as pay To avoid any potential conflict or  
32 shortchanging for "On Call" status, Detectives will submit an overtime

1 card for two (2) straight time hours of pay after the completion of their  
2 assigned "On Call" work week. They will be compensated for their  
3 work on the following paycheck, in accordance with regular payroll  
4 procedures. In the event of special circumstances that result in more  
5 than one individual serving as the "On Call" Detective during a given  
6 week, the individual "On Call" for the greatest portion of that week  
7 will receive the "On Call" pay for that period. (Note: This provision  
8 does not create a requirement upon the City to maintain a minimum of  
9 five (5) Detectives.)

- 10 C. The position of School Liaison Officer shall work Monday through Friday, during  
11 school hours and consist of an eight (8) hour shift normally falling between the hours  
12 of 7:00 A.M. and 4:00 P.M.
- 13 D. The above language is intended to provide for overtime in situations where the City  
14 requires that investigation duties be performed outside of the above described work  
15 hours, which work hours are further set forth in the above referenced departmental  
16 policies.

17  
18 **ARTICLE 8 - OVERTIME**

19 **Section 8.01:**

- 20 A. **OVERTIME** All hours worked outside of an employee's scheduled duty hours shall  
21 be considered overtime hours and paid at the rate of one and one-half (1½) times the  
22 employees regular salary
- 23 B. **MANDATORY SCHOOLING/TRAINING**. Overtime regarding mandatory  
24 schooling and training sessions which are eight (8) hours or longer in a workday,  
25 shall be compensated at a straight time rate of pay. Overtime regarding mandatory  
26 schooling and training that is less than eight (8) hours in a work day shall be  
27 compensated at the rate of time and one-half (1½). Compensable schooling and  
28 training time shall include time spent in attendance at a mandatory schooling or  
29 training session, as well as time spent traveling to and from the mandatory schooling  
30 or training site only It shall not include preparation time, lodging time, or any other  
31 time incidental to attendance at a mandatory schooling or training session.

1 C. NON-MANDATORY SCHOOLING/TRAINING. Approved non-mandatory  
2 schooling and training shall be paid at straight time up to a maximum of eight (8)  
3 hours per day at the employee's straight time hourly rate. If the school or training  
4 session lasts for more than eight (8) hours in a day, or requires an overnight stay, the  
5 Employer will not be required to pay more than eight (8) hours of straight time per  
6 day, regardless of the total number of hours actually spent traveling or in attendance  
7 at the approved non-mandatory school or training session.

8 D. COMPENSATORY TIME.

9 1. Accumulation: In lieu of pay, officers may accumulate compensatory time off to  
10 a maximum balance of two hundred (200) hours. Overtime will be in pay for any  
11 portion of compensatory time accrual that would exceed two hundred (200) hours.  
12 Compensatory time may be taken off with the Chief's approval.

13 2. Carryover: Any portion of a compensatory time balance accumulated may be  
14 carried forward from one calendar year to a subsequent calendar year; however,  
15 any such balance carried forward may only be taken off and may not be paid out,  
16 except in the case of termination.

17 3. Payout: Once per month, except in December and in conjunction with the time  
18 sheets submitted for the last pay date of each month, employees may request  
19 payout of any compensatory time balance accrued during that calendar year.  
20 Payout is made at the then current rate of pay.

21 E. CANINE UNIT. For each pay period, the individuals in the canine unit will receive  
22 six (6) hours of overtime for the care and feeding of the dog. The six (6) hours  
23 for care and feeding may only be taken in pay and not as compensatory time off.  
24 No overtime will be paid while the canine is kenneled. As such, any week where  
25 kenneling has occurred the hours of overtime shall be prorated (rounded to the  
26 nearest tenth of an hour) based upon a count of the days not kenneled divided by  
27 14 (the number of days in a pay period). In a kenneling period, the first partial  
28 day (day of drop off) shall count as a day kenneled and the second partial day  
29 (day of pick-up) shall not be counted as a day kenneled.

30 Section 8.02: An employee who has worked overtime shall not be denied the right to  
31 work his scheduled duty hours



1 C. Patrol Officers may elect to take their holidays in pay or compensatory time off in  
2 accordance with the then current departmental Vacation and Off-Time Request  
3 Policy. [Note: It is the intent of the City following ratification to modify the current  
4 SOP to include Patrol Officers with options that align with those of Dispatchers]

5 Section 9.03: Employees shall be allowed four (4) personal days off per year, except new  
6 employees who are hired prior to March 1<sup>st</sup> shall receive four (4) personal holidays, who are  
7 hired prior to June 1<sup>st</sup> shall receive three (3) personal holidays, who are hired prior to September  
8 1<sup>st</sup> shall receive two (2) personal holidays, and who are hired on or after September 1<sup>st</sup> shall  
9 receive one (1) personal holiday. Scheduling of personal days off will be in accordance with the  
10 Vacation and Off Day policy as established by the Chief of Police.

## 11 ARTICLE 10 - VACATIONS

12 Section 10.01: Eligible employees of the Police Department covered under the terms of  
13 this Agreement shall have vacation benefits based on years of continuous employment as  
14 follows:  
15

- 16 A. Ten (10) working days of vacation with full pay after completion of one (1) year of  
17 employment.
- 18 B. Fifteen (15) working days of vacation with full pay after completion of six (6) years  
19 of employment.
- 20 C. Twenty (20) working days of vacation with full pay after completion of thirteen (13)  
21 years of employment.
- 22 D. Twenty five (25) working days of vacation with full pay after completion of eighteen  
23 (18) years of employment, provided the employee has accumulated at least one  
24 hundred thirty (130) days of sick leave in the year the vacation is taken. In the event  
25 that, within the last five (5) years of the year in which the vacation is to be taken, the  
26 employee has suffered a major illness or a series of illnesses wherein the employee  
27 has used twenty (20) successive days of sick leave and would have been eligible for  
28 the vacation set forth above, had not such illness occurred, then those days taken for  
29 major sick leaves shall be counted to arrive at the one hundred thirty (130) day sick  
30 leave accumulation required. Within the last ten (10) years of the year in which the  
31 vacation is to be taken, if the employee can produce sufficient evidence of the loss of

1 sick time listed above, the days will be counted to arrive at the one-hundred thirty  
2 (130) days.

3 E. Employees who have completed twenty-two (22) years of service will receive twenty-  
4 five (25) working days of vacation regardless of the number of sick days they may  
5 have accumulated

6 Section 10.02: A vacation selection list shall be posted by November 15th for the  
7 forthcoming year. Vacation selection shall be made by departmental seniority by employees on a  
8 particular shift, regardless of whether or not included in the bargaining unit, provided that such  
9 picks are made by January 15th of each year. Vacations must be arranged so as not to interfere  
10 with the normal function of the department.

11 Section 10.03: Vacation allowance shall not be accumulated from year to year, except as  
12 may be permitted by the Police Chief under special circumstances, with the knowledge and  
13 approval of the Director of Administration.

14 Section 10.04: An employee will receive ten (10) days of vacation after the successful  
15 completion of their probationary period. This vacation must be used by the end of the calendar  
16 year. The employee will then receive another ten (10) days of vacation on the following January  
17 1<sup>st</sup>. The employee will continue to receive annual vacation benefits on January 1<sup>st</sup> of each year  
18 based on the schedule in Section 10.01.

19 Section 10.05: To be eligible for a full vacation allowance after the initial end-of-  
20 probation award, an employee must complete twelve (12) full months of service in the prior year  
21 A full month of service is any month in which an employee receives pay for at least ten (10)  
22 days. If an employee has not completed twelve (12) full months of service in the prior year, his  
23 vacation will be pro-rated based on the number of completed months of service.

24 Section 10.06: In the event an employee who has successfully completed his  
25 probationary period of employment terminates employment with the City, the employee shall be  
26 entitled to receive payment for any vacation hours already in the employee's vacation account.

## 27 28 **ARTICLE 11 - LONGEVITY**

29 Section 11.01: Each eligible employee commencing the regular pay period following  
30 eligibility shall receive longevity pay in addition to the regular salary, based upon the following  
31 schedule:

32 After 5 years of service \$5 00 per month



1 After 10 years of service \$10.00 per month

2 After 15 years of service \$15 00 per month

3 After 20 years of service \$20 00 per month

4 After 25 years of service \$25.00 per month

5  
6 **ARTICLE 12 - SICK LEAVE**

7 Section 12.01: Sick leave shall accrue at the rate of one (1) working day for each full  
8 month of service to the maximum cumulative total of one hundred eighty (180) days. A full  
9 month of service shall refer to a month in which an employee receives pay for at least ten (10)  
10 days.

11 Section 12.02: Employees who are sick and unable to report for work shall notify the  
12 Department no later than one (1) hour prior to the start of the employee's work shift.

13 Section 12.03: Employees who are absent three (3) or more consecutive days because of  
14 sickness or injury may be required to bring in a doctor's certificate confirming the need to be  
15 absent for the sickness or injury. Any employee who is required to obtain a doctor's certificate  
16 shall submit the billing thru their health insurance carrier(s). Any remaining cost related to  
17 obtaining the certificate will be promptly paid in full by the City following submission of an  
18 Explanation of Benefits by the employee. Any billing to obtain said doctor certification shall not  
19 count against the employee's lifetime health insurance maximums except if the employee's  
20 lifetime health insurance maximum benefit level exceeds \$1,000,000.

21 Section 12.04: All unused accumulated sick leave credit is automatically canceled if an  
22 officer resigns, is discharged for a cause, or is laid off, except that officers that are laid off for  
23 reasons not attributable to them will retain their unused accumulated sick leave provided they are  
24 reappointed within one (1) year from the date of layoff

25 Section 12.05: Any holiday, regular off-duty day, or vacation day falling during a  
26 member of the Department's absences due to a condition for which sick leave credit would be  
27 granted shall not be considered a chargeable day of sick leave.

28 Section 12.06. After three (3) months of a non-duty related injury or illness, sick leave  
29 accumulation will be suspended until the employee returns to work, either on full duty or  
30 modified duty

1           Section 12.07: Sick Leave Incentive Program

2           Effective 1-1-10, a sick leave incentive program shall be put into effect. Employees  
3 shall receive credit based upon the amount of sick leave hours used during each calendar year.  
4 Once the use of sick leave hours is recorded within a payroll cycle that sick leave use may not be  
5 altered or adjusted, except for corrections as approved by the Director of Administration or his  
6 designee. This benefit and administration of this benefit shall be subject to all applicable IRS  
7 regulations

8           A. Employees shall begin to accrue their sick leave incentive credit during their first full  
9 calendar year of employment. New employees who do not commence employment  
10 on or by January 3<sup>rd</sup> will not receive credit for the partial calendar year.

11          B. Sick Leave Incentive Bank: Employees shall be credited an amount of money to a  
12 sick leave incentive bank based upon the number of hours to be credited (per C  
13 below) multiplied by three-quarters of the employee's hourly rate on December 31<sup>st</sup> of  
14 the year for which the hours were accrued (employees with 13 years of service as of  
15 7/1/2010 would be locked in at 110% benefit level and employees with 12 years of  
16 service as of 7/1/2010 would be locked in at a 90% benefit level). By February 15<sup>th</sup>  
17 of each year, the City shall provide a printout to each employee identifying the  
18 amount of money credited for the prior year to the employee's sick leave incentive  
19 bank and the accumulated sick leave incentive bank total, which listing may include  
20 all members of the unit or department. Balances do not earn interest.

21          C. Credit Schedule. Employees shall receive a credit in hours based upon the amount of  
22 sick leave hours used during the calendar year in accordance with the following  
23 schedule:

<u>Sick Leave Usage</u>	<u>Hours to be converted to Dollars in Employee Incentive Bank</u>
0-8.25 hours	24.75 hours
8.26-14 hours	16.5 hours
14.01-20 hours	8.25 hours
20.01-26 hours	4 hours
26.01-36 hours	2 hours

1 Sick leave usage shall apply to any event for which an employee uses sick leave  
2 during the year including, but not limited to, state and federal FMLA leaves of  
3 absence. In the final year of employment, when an employee terminates employment  
4 or retires, the employee will receive a prorated credit based upon the portion of the  
5 calendar year worked prior to the termination or retirement date.

6 D. Vesting and Distribution

- 7 1 Vesting. Employees shall be vested after 5 full calendar years of creditable  
8 employment. An employee separating employment for any reason prior to  
9 achieving 5 full calendar years of creditable employment shall have no right to the  
10 amounts accrued and such amounts shall be forfeited.
- 11 2. Separation prior to retirement and prior to qualifying for retiree health  
12 insurance benefits per Section 15.02. After being vested, employees who leave the  
13 employment of the City for any reason prior to retiring under the WRS and  
14 qualifying for retiree health insurance benefits per Section 15.02, except  
15 terminations for cause, will have the amount accumulated in their sick leave  
16 incentive bank paid out as a separation benefit and such amount will be taxable in  
17 accordance with IRS rules. Employees terminated for cause shall have no right to  
18 the amounts accrued and such amounts shall be forfeited.
- 19 3. Separation at retirement when qualifying for retiree health insurance benefits per  
20 Section 15 02. After being vested, employees who retire under the WRS and  
21 qualify for retiree health insurance benefits per Section 15.02 will have the  
22 amount accumulated in their sick leave incentive bank retained by the City to use  
23 as a credit against the employee's share of retiree health insurance costs until the  
24 fund is depleted. This benefit will be in addition to the benefit set forth in Article  
25 15 02 An employee shall not be obligated to pay for the "employee share of  
26 retiree health insurance costs" until such amounts accumulated in the employee's  
27 sick leave incentive account are exhausted. The employee will not have an option  
28 or right to have the amount accumulated in their sick leave incentive bank paid  
29 out as a separation benefit, nor will any excess balance following termination  
30 from the health plan be paid out.

31 Section 12.07: Employees may donate vacation time to another member in the event of  
32 catastrophic illness or injury if that member has no sick or injury leave left in his account. There

1 shall be a limit to such transfer of vacation time to any one member of twenty-five (25) days in a  
2 two (2) year period. All such requests for transfer of vacation time under this section shall be in  
3 writing and approved by the Chief of Police

4  
5 **ARTICLE 13 - SEVERANCE PAY**

6 Section 13.01: Upon retirement, each member covered by this Agreement shall receive  
7 thirty (30) days full pay as a minimum. Severance pay shall be accumulated at the rate of two  
8 (2) days for each year of service, with the limitation that no additional severance pay over and  
9 above the minimum severance pay of thirty (30) days shall be paid unless the employee has  
10 accumulated sick leave corresponding to the severance pay he would be eligible for, to a  
11 maximum of sixty (60) days. Severance pay shall be based upon an eight and one-quarter (8¼)  
12 hour workday and at the rate of pay the employee is earning at the time of retirement.

13 Section 13.02: In the case of the death of an employee, that vacation which said  
14 employee has earned up to his anniversary date and holidays not taken, as in accordance with the  
15 existing agreement, shall be paid to his heirs.

16 [Note: A Memorandum of Understanding will be entered into for the City and Association to  
17 discuss and implement the option for depositing the Severance Pay into a 457 plan, along with  
18 language for deposits into a Roth IRA.]

19 **ARTICLE 14 - CLOTHING ALLOWANCE**

20 Section 14.01: Each member covered by this Agreement shall receive five hundred  
21 dollars (\$500.00) in uniform allowance, which shall be paid in two (2) equal installments on the  
22 last payroll date of April and October of each year by check, except an employee who has been  
23 off of work due to an on-duty or off-duty injury or illness for 61 calendar days preceding either  
24 date shall not be entitled to the clothing allowance for that date; however, upon return to work  
25 they shall receive the last two clothing allowance payments missed, if any. This amount will  
26 increase to five hundred seventy five dollars (\$575) effective January 1, 2021.

27  
28 **ARTICLE 15 - HEALTH INSURANCE**

29 Section 15.01: Employee Share of Monthly Health Insurance Premium (Premium Co-  
30 Pay). Employees may participate in the Health Insurance Plans offered by the City, in accordance  
31 with the eligibility criteria of the plan, and will pay a percentage of the applicable monthly health  
32 insurance premium as determined by the Common Council from time-to-time and as subsequently

1 incorporated into the Employee Handbook, which rate shall be the same as generally applies to  
2 non-represented, non-supervisory employees except regarding the High Deductible Plan (which  
3 allows participation in a Health Savings Account) the “with HRA” rate shall not exceed 15% of  
4 the monthly premium and the “without HRA” rate shall not exceed 20% of the monthly premium.

5  
6 If the City creates a Health Insurance Plan which is not generally available to non-represented,  
7 non-supervisory employees, and/or which is predominately limited to protective service  
8 employees, the applicable employee share of the Monthly Health Insurance Premium shall not  
9 be “as determined by the Common Council,” as set forth above, but, rather, shall be subject to  
10 negotiation.

11 Section 15.02: For employees who retire on a regular pension (disability pensions,  
12 excluded), the City shall pay seventy-five percent (75%) of the cost towards the single plan  
13 premium or the family plan premium of the health plan the employee was in prior to retirement,  
14 and such payment shall remain frozen at that level throughout the period of such payment, under  
15 the following conditions (if an employee/retiree switches from a family to a single plan the City  
16 will continue to pay only 75% of the single plan premium that was in effect on the date of  
17 retirement. If the employee elects single coverage at or after retirement and subsequently  
18 switches to a family plan, the City will pay 75% of the family plan premium that was in effect on  
19 the date of retirement only if the family dependents were eligible for coverage on the date of  
20 retirement).

21 For retirements occurring after 1/1/2019, the following parameter or clarification applies.  
22 Where it is referenced above that the City shall pay seventy-five percent (75%) of the retiree  
23 health insurance premium upon retirement from the City service, that amount may vary, as  
24 described further below, in the event the employee changes between plan types, including but not  
25 limited to single, family, Medicare, high-deductible, or PPO plan types. If said retiree switches  
26 from a higher-premium plan type to a lesser-premium plan type, the City will continue to pay  
27 only 75% of the lesser-premium plan type that was in effect on the date of retirement; however,  
28 if a retiree elects a plan type with a lesser premium at or after retirement and subsequently  
29 switches back to a higher-premium plan type, the City will revert to paying 75% of the higher-  
30 premium plan type that was in effect on the date of retirement only if the added dependents were  
31 eligible for coverage on the date of retirement.

1 Following are the eligibility requirements for participation in the benefit under this  
2 Section.

3 A. The employee/retiree must have at least fifteen (15) years of continuous service with  
4 the City of Franklin. Employees hired after 8/1/2010 must have at least twenty (20)  
5 years of continuous service with the City of Franklin.

6 B. The employee/retiree must be at least the statutory normal retirement age

7 C. Participation in the City's health insurance program ceases at the earliest of the  
8 following:

9 1. The employee/retiree is eligible for Medicare.

10 2. The employee/retiree's death.

11 Section 15.03: Any employee who retires from employment with the City under  
12 Wisconsin Statutes 40.65, Duty Disability, and who is disabled from a range of jobs (not just law  
13 enforcement) and unable to work shall be eligible for continued enrollment in the City's  
14 conventional hospital and surgical insurance program. In this instance the City shall pay toward  
15 that health plan seventy-five percent (75%) of the cost towards the plan-type premium (ie. single,  
16 family, high-deductible, etc.) amount in effect on the date the employee retires and such payment  
17 toward the retiree's City health insurance coverage shall remain frozen at that fixed-dollar  
18 amount throughout the period of such payment so long as the employee is retired and enrolled in  
19 the plan and until the retired employee qualifies for Medicare, except as noted immediately  
20 hereafter. If said retiree switches from a higher-premium plan-type to a lesser-premium plan-  
21 type, the City will continue to pay only 75% of the lesser-premium plan-type that was in effect  
22 on the date of retirement; however, if a retiree elects a plan-type with a lesser premium at or after  
23 retirement and subsequently switches back to a higher-premium plan-type, the City will revert to  
24 paying 75% of the higher-premium plan-type that was in effect on the date of retirement only if  
25 the added dependents were eligible for coverage on the date of retirement. Section 15.07,  
26 pertaining to comparable health benefits, applies to this Section.

27 Section 15.04: Any employee who retires from employment with the City under  
28 Wisconsin Statutes 40.65, Duty Disability, and who is not disabled from a range of jobs but is  
29 unable to work in law enforcement shall be eligible for continued enrollment in the City's  
30 conventional hospital and surgical insurance program for 10 years from the date of the end of the  
31 month of the last day worked. In this instance and subject to the maximum 10-year period, the  
32 City shall pay toward that health plan seventy-five percent (75%) of the cost towards the plan-

1 type premium (ie single, family, high-deductible etc.) amount in effect on the date the employee  
2 retires and such payment toward the retiree's City health insurance coverage shall remain frozen  
3 at that fixed-dollar amount throughout the period of such payment so long as the employee is  
4 retired and enrolled in the plan or until the retired employee qualifies for Medicare, except as  
5 noted immediately hereafter. If said retiree switches from a higher-premium plan-type to a lesser-  
6 premium plan-type, the City will continue to pay only 75% of the lesser-premium plan-type that  
7 was in effect on the date of retirement; however, if a retiree elects a plan-type with a lesser  
8 premium at or after retirement and subsequently switches back to a higher-premium plan-type, the  
9 City will revert to paying 75% of the higher-premium plan-type that was in effect on the date of  
10 retirement only if the added dependents were eligible for coverage on the date of retirement.  
11 Section 15.07, pertaining to comparable health benefits, applies to this Section, but such  
12 application does not extend the 10-year maximum period. Additionally, an employee who is  
13 within 4 years of 1) meeting the conditions necessary to retire on a regular pension (which  
14 currently under WRS is 54 or 53 with 25 years of service) and 2) qualifying for coverage under  
15 15.02, when considering those extra 4 years as part of their continuous service) may extend the  
16 10-year period to the date when the employee/retiree is eligible for Medicare or the employee's  
17 death, whatever comes first.

18 Section 15.05: In the event a retiree selects or reverts to plan-type during an eligible  
19 continuation period as set forth in and allowable per Sections 15.02 through 15.04 and that  
20 premium-type did not exist on the premium share calculation date stated in those Sections,  
21 the applicable premium-type rate shall be calculated based upon a percentage of the family plan  
22 using the then current year's premium rates.

23 Section 15.06: In the event the employee/retiree's spouse is not eligible for Medicare  
24 when the employee/retiree's participation in this program ceases, the spouse may remain in the  
25 same City group health plan until eligible for Medicare solely at the expense of the spouse,  
26 provided that the spouse pays the full monthly premium therefor to the City Treasurer by the 15<sup>th</sup>  
27 of the month prior to the month the premium is due, or the spouse may be dropped from the  
28 City's insurance program.

29 Section 15.07: If the employee/retiree obtains other employment in which comparable  
30 health benefits are available at a cost to the employee/retiree which does not exceed the  
31 employee/retiree's cost under this City program, the employee/retiree must participate in the  
32 other plan, provided that the employee/retiree may again participate in the City program when no

1 longer eligible for the other coverage, if otherwise eligible under Paragraph (C) and if the City's  
2 insurance carrier agrees to permit such participation. As an alternative to participating in the  
3 other plan, the employee/retiree has the option of remaining in the City plan, but only under a  
4 single contract covering the employee/retiree

5 Section 15.08: The employee/retiree must pay the balance of the full monthly premium to  
6 the City Treasurer by the 15<sup>th</sup> of the month prior to the month the premium is due, or the  
7 employee/retiree may be dropped from the City's insurance program.

8 Section 15.09: In the event an employee is killed in the line of duty, the employee's  
9 spouse and dependents may remain in the City health insurance program, and the City will pay  
10 seventy-five (75%) of the full cost of the premium for a period of one (1) year. At the  
11 conclusion of the one (1) year period, the employee's spouse and dependents may remain in the  
12 City health insurance program at their own expense subject to the provisions of Section 15.05.

13 Section 15.10 - Dental Insurance: Dental insurance shall be made available by the City.  
14 The City shall pay 100% of the single premium. Employees shall pay the difference between the  
15 single and family premium if the family plan is selected.

16 Section 15.11: The parties acknowledge that by operation of Wisconsin Statute Section  
17 §111.70(4)(mc)(6) the design and selection of the health care coverage plan is a prohibited  
18 subject of bargaining. In the event that this statutory language is amended, repealed, interpreted  
19 or otherwise declared invalid such that the issues addressed in Article 15 – Health Insurance or  
20 Appendix “A” and “B” to the 2011–2012 contract, in whole or in part, are no longer considered  
21 prohibited subjects of bargaining, the parties agree to open the contract and discuss mutually  
22 agreeable language relative to health care coverage and plan issues that become mandatory  
23 subjects of bargaining based upon said declaration.

## 24 25 ARTICLE 16 - LIFE INSURANCE

26 Section 16.01. The City shall pay the full premium of the Life Insurance Plan currently in  
27 effect for each member and shall retain the right to designate the insurance carrier In 2020, the  
28 City will explore offering supplemental insurance for employees so long as the provider offers it  
29 without cost to the City.  
30  
31  
32



1 **ARTICLE 17 - WISCONSIN RETIREMENT FUND**

2 Section 17.01: The Employer agrees to pay the employer's share of Wisconsin  
3 Retirement System (WRS). Employees will pay the full employee share as determined by the  
4 WRS at the general employee contribution rate.  
5  
6

7 **ARTICLE 18 - WORKER'S COMPENSATION**

8 Section 18.01: Full time employees who are off work and who are eligible for and  
9 receiving Worker's Compensation payments for temporary-partial or temporary-total disability as  
10 the result of duty related illness or injury shall be granted leave of absence for a period not to  
11 exceed one (1) year in aggregate for any one (1) injury or illness.

12 Section 18.02: All full time regular employees shall receive pay from the City less the  
13 amount of Workers Compensation paid the employee.

14 Section 18.03: In no event will such supplemental pay and Worker's Compensation  
15 benefit, in aggregate, exceed the employee's normal net "take home" pay.

16 Section 18.04: WRS rules provide for a suspension of applying employee-required  
17 contributions while receiving temporary disability compensation but also provides for the  
18 employer to make a full recovery (reimbursement) of all suspended payments following a return  
19 to work. Therefore, in order to comply with 18.02 and 18.03 and to avoid a reduction in normal  
20 net "take home" pay following return to work after receiving temporary Workers Compensation  
21 disability payments, the employees authorize a voluntary payroll deduction equal to the  
22 equivalent amount of WRS payments that would otherwise be due when maintaining the  
23 employee's normal net "take home" pay. The City will then offset this voluntary deduction  
24 against allowable additional employee-required contributions that may be recovered from the  
25 employee's earnings after the employee returns to work. The aggregate or net impact over the  
26 period while receiving temporary Workers Compensation disability payments and after the  
27 employee returns to work is to maintain the employee's normal net "take home" pay.  
28

29 **ARTICLE 19 - FUNERAL LEAVE**

30 Section 19.01: Upon application, a leave of absence of three (3) days with full pay shall  
31 be allowed in the event of the death of a member's spouse, child, father, mother, sister, brother,  
32 father-in-law or mother-in-law. One (1) day with full pay shall be allowed in the event of the

1 death of the member's brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild or  
2 grandparent. One (1) day with full pay shall be granted in the event of the death of the member's  
3 aunt or uncle

4 Section 19.02: When a funeral leave of absence for death shall occur during a member's  
5 regular vacation period, said vacation shall be considered as part or all of the leave granted.

6 Section 19.03: All applications for funeral leave shall be in writing and shall be submitted  
7 to the Police Chief at the time of request for such leave. The funeral leave is not to be deducted  
8 from sick leave.

9 Section 19.04 Through December 31, 2021, in the event the Common Council amends  
10 the Funeral/Bereavement Leave Policy for general non-represented employees (other than just  
11 adding grandchild), the Union may review that language and elect, in writing, to replace the  
12 current Funeral Leave language herein, in its entirety, with the language in the general non-  
13 represented employee policy in its entirety as adopted by the Common Council.

14  
15 **ARTICLE 20 - MILITARY LEAVE**

16 Section 20.01: Each member of the Association who is required to take a period of  
17 training with an organized unit of the Reserve Corps of the United States Army, Navy, Air  
18 Force, Marine Corps, Coast Guard, and the National Guard, and who is ordered to active duty  
19 shall be granted a leave of absence for a period not in excess of two (2) weeks annually upon  
20 submission to the Police Chief of evidence of receipt of authentic orders.

21 Section 20.02: Any member of the Association who has completed one (1) year of  
22 continuous service with the City shall be compensated for the difference between their base  
23 service pay and their base departmental compensation for a period equivalent to the approved  
24 military leave, but not to exceed two (2) weeks per year, if the base service compensation is less  
25 than the base City compensation.

26 **ARTICLE 21 - COLLEGE EDUCATIONAL INCENTIVE PROGRAM**

27 The College Educational Incentive Program was converted to base wages effective in  
28 2016.

29  
30 **ARTICLE 22 - SENIORITY**

1           Section 22.01: Seniority is defined as the length of time that an employee has been  
2 continuously employed as a full time employee by the City in a position included in this  
3 bargaining unit.

4           Section 22.02. New employees shall not attain any seniority rights until they have  
5 completed their probationary period. The probationary period for new employees shall be one  
6 (1) year, provided however, that this period may be extended for a particular employee by  
7 mutual agreement in writing between the employer and the Association. During such  
8 probationary period, the probationary employee may be disciplined or discharged at the sole  
9 discretion of the Employer without recourse to the grievance procedure under Section 62.13 (5),  
10 Wisconsin Statutes. Upon completion of the above probationary period, an employee will be  
11 granted seniority rights from the original date of hire.

12           Section 22.03: A seniority roster will be posted and brought up to date each January.

13           Section 22.04: Employees shall lose their seniority for any of the following reasons:

14           A. Discharge.

15           B. Resignation. (Any employee absent for 3 consecutively scheduled workdays without  
16 notifying the Employer of the reason for absence may be considered as having  
17 resigned, except where the employee has a legitimate reason for not notifying the  
18 Employer.)

19           C. Retirement.

20           D. Unexcused failure to return to work after the expiration of a leave of absence or  
21 period for which Worker's Compensation was paid.

22           E. Failure to give notice of intent to report to work within five (5) working days after  
23 having been recalled from layoff by certified mail sent to last address furnished by  
24 employee to the City; or failure thereafter to return to work within two (2) weeks after  
25 such notice of intent.

26           F. Accepts other employment while on a leave of absence, unless given written  
27 permission to do so from the Personnel Committee.

28           G. On layoff for twenty-four (24) continuous calendar months or length of  
29 seniority, whichever is less.

30           Section 22.05: Assignments to fill Patrol Officer vacancies on a shift shall be made on the  
31 basis of seniority The officer with the greatest seniority shall be given the first preference; the  
32 officer with the next greatest seniority shall be given second preference, and so on until the

1 vacancy is filled. However, new officers may be temporarily assigned to a shift for up to a  
2 period of one (1) year after their employment with the City.

3 Section 22.06: Assignments to fill vacancies on a shift for Detectives shall be made on  
4 the basis of seniority in rank, provided that the assignment of the most senior officer shall not  
5 impede or interfere with the operation of the department. The officer with the greatest seniority  
6 in rank shall be given the first preference, the officer with the next greatest seniority shall be  
7 given second preference, and so on until the vacancy is filled. This Article shall not apply to  
8 assignments to fill temporary vacancies or to promotions.

9 Section 22.07: Layoffs shall be pursuant to 62.13(5m).

10 Section 22.08 - Residency: Employees now covered by a residency requirement shall  
11 reside within an area identified on the map in Attachment "A" (which extends no less than 15  
12 miles from the City limits in each direction, as required by law)

### 13 ARTICLE 23- TRADES

14 Section 23.01: A trade of duty time may be made by any Association member with the  
15 approval of the officer in charge or the Chief. Such approval shall not be unreasonably withheld.  
16 However, a trade of duty time shall not interfere with the operations of the Department, and the  
17 City shall not incur any overtime liability because of such trades. Association members  
18 recognize that repayment of trades is an obligation between the members, and it shall be the  
19 responsibility of the individuals involved in the trade to see that they fulfill such obligation.

### 20 ARTICLE 24 - NO STRIKE

21 Section 24.01: The Association agrees that for the duration of this Agreement  
22 representatives or employees will not authorize, assist, support or engage in any strike, work  
23 stoppage, slowdown, interruption of work or interference with operations of the Employer. In  
24 the event of any strike, work stoppage, slowdown, or interruption or impeding of work, the  
25 Association shall immediately give public notice to the employees involved that they are in  
26 violation of this Agreement and should end such strike, work stoppage, slowdown or interruption  
27 or impeding of work.

### 28 ARTICLE 25 - JURY DUTY

1           Section 25.01: Each employee shall be granted time-off with pay for reporting for jury  
2 duty or jury service. Compensation received for such duty or service (exclusive of travel pay,  
3 expenses, or pay for jury duty on off-duty days) shall be immediately paid over to the City  
4 Treasurer. If a day shift employee is released from jury duty early enough during his scheduled  
5 shift, so that it is possible to report for work, he shall be required to do so

## 6 7                                   **ARTICLE 26 - VOLUNTARY BENEFITS**

8           Section 26.01: Employees shall have the option of purchasing short-term disability  
9 insurance, personal accident insurance, personal hospital intensive care insurance, and/or cancer  
10 protection insurance from AFLAC. Employee participation in this 100% employee paid benefit  
11 requires that premiums be paid through payroll deduction.

## 12 13                                   **ARTICLE 27 – LONG-TERM DISABILITY**

14           Section 27.01: Employees covered by this Agreement shall have the opportunity to  
15 participate in a Long-Term Disability Insurance Plan. Participation in such plan shall be  
16 voluntary. Those employees who wish to participate in the Long-Term Disability Insurance Plan  
17 shall do so at their own expense.

## 18 19                                   **ARTICLE 28 - CONDITIONS OF AGREEMENT**

20           Section 28.01: Whenever the term "employee" is used in this Agreement, it shall refer to  
21 a full-time employee unless specifically provided otherwise. Whenever the term "service" or  
22 "employment" is used in this Agreement, it shall refer to full-time service or employment unless  
23 specifically provided otherwise.

24           Section 28.02: All references to employees in the male or female gender shall be  
25 interchangeable where applicable.

## 26 27                                   **ARTICLE 29 - DURATION AND NEGOTIATIONS**

28           Section 29.01: This agreement shall become effective retroactive to January 1, 2022,  
29 following ratification by both parties and shall continue in full force and effect until December  
30 31, 2024. The terms and conditions of this Agreement shall continue to apply until superseded  
31 by another Agreement except as otherwise provided for by law.



EMPLOYEE RELATIONS DIVISION  
FRANKLIN POLICE OFFICER  
ASSOCIATION LOCAL #280

Richard Oliva, Police Chief

Gary Wallace, President

Kelly Hersh, Dir. of Admin.

Thomas Friedbacher, Secretary

Karen Kastenson, City Clerk

Business Agent, WPPA

Letter of Understanding  
Between  
City of Franklin and the Franklin Professional Police Officer's Association  
Regarding Flexing of Normal Duty Hours of Patrol Officers

1 In an attempt to meet the needs of the Department regarding working outside of the normal duty  
2 hours for employees, the Association and Administration agree to the below listed language.

3  
4 Any flexing (which by definition does not include periods ordered into duty) for a Patrol Officer  
5 of normal duty hours shall be on a mutually agreed-upon basis between the employee and the  
6 Chief of Police or his/her designee. The flexing of normal duty hours includes the following:  
7 changing shifts or changing the starting and ending times of a shift.

8  
9 Employees are limited to five (5) employee requested-and-approved instances (which an instance  
10 may include multiple days if so approved by the Chief or his designee) of changing shifts or  
11 changing the start times/ending times of shifts on a calendar-year basis

12  
13 The Chief, or his designee, shall have sole discretion in approving such flexing of hours and such  
14 decisions shall not create, and may not be alleged to have created, a past practice.

15  
16 The officer who is working a Monday through Friday primary duty assignment is excluded from  
17 application of this Letter of Understanding

18  
19 If at any time either party should seek to terminate this agreement, the Association and  
20 Administration shall meet in a timely fashion and discuss this side letter to decide if the parties  
21 agree to continue the language. Should either party not agree, that party shall provide written  
22 notification of the withdrawal from this agreement, effective 30 calendar days after the notice is  
23 provided.

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42 Letter of Understanding  
43 Between  
44 City of Franklin and the Franklin Professional Police Officers Association  
45 Pertaining to a Monday through Friday work schedule for Police Officers  
46 Incorporated as an Attachment to the 2022-2024 Contract Settlement  
47  
48



1  
2 Whereas Patrol Officers in the department currently have Off Groups which amounts to  
3 approximately 2002 hours of scheduled work during a calendar year, and  
4

5 Whereas employees working Monday through Friday have 2080 hours of scheduled work during a  
6 calendar year, and  
7

8 Whereas the City and Association agree that a long-term modification to the work week that  
9 deviates from the 5-2, 5-3 schedule requires mutual agreement and amendment of the labor  
10 agreement and that establishing a Monday through Friday Duty Assignment can be beneficial  
11 to the operation of the department.  
12

13 Now, therefore, the following constitutes the mutual agreement between the City and the  
14 Association relative to the establishment of a Monday through Friday Primary Duty  
15 Assignment and addressing associated changes as noted below  
16

- 17 1. The City may, in its sole discretion, establish or discontinue a Monday through Friday  
18 Officer primary duty assignment. In the event the City so establishes such a duty  
19 assignment, this memorandum provides certain information relative to how the duty  
20 assignment will function and addresses the labor agreement items and wages, hours,  
21 and working conditions that require amendment or clarification.  
22
- 23 2. The assignment will be filled through an appointment process. A Patrol Officer wanting  
24 this position may request such assignment in writing. The Chief of Police will have sole  
25 authority to assign an officer to this assignment.  
26
- 27 3. The assignment will have duties as assigned by the Chief of Police. For example,  
28 currently contemplated duties for this position include:  
29 -Court Officer  
30 -D.A.R.E. Officer  
31 -Protective Behaviors classes  
32 -Adopt-a-School Officer and Coordinator  
33
- 34 4. Officer(s) on this assignment are expected to be available for patrol duty when not  
35 engaged in other assigned duties.  
36
- 37 5. Officers on this assignment will work an 8 hour shift Monday through Friday as  
38 determined by the Chief of Police, but normally falling between the hours of 7:00 a.m.  
39 and 7:00 p.m. An Officer in such assignment shall have flexible hours subject to the  
40 needs of the position and mutual agreement between the employee and his/her supervisor  
41 When flexible hours are used, the first eight (8) hours worked shall be deemed the  
42 employee's scheduled duty hours. To reconcile hours worked between the modified  
43 work schedule noted above and the schedule hours of work of a Patrol Officer on a 5-2,  
44 5-3 shift, Officer(s) will be given 3.0 hours of straight-time compensation time per pay  
45 period, which time may be cashed-in at the discretion of the individual or used with the  
46 permission of the appropriate supervisor As an individual moves into or out of this duty  
47 assignment and work week schedule, leave balances shall be adjusted to reflect the 8 0

1 or 8.25 hour duty day schedule, such that the transitions do not result in a net gain or  
2 loss in earned leave balances  
3

4 6. Officers on this assignment would still pick his/her vacation and off days consistent with  
5 current seniority practices.  
6

7 7. Miscellaneous:

8 A. The assigned Officer remains a Patrol Officer and will maintain his/her department  
9 seniority.

10 B. The Officer is paid as a Patrol Officer with no additional or supplemental pay  
11 consistent with all other special duty assignments.

12 C. The Monday through Friday position will be considered a temporary shift  
13 assignment.

14 D. A Patrol Officer does not have a property right to a duty assignment.

15 E. For ease of administration, the Sick Leave Incentive Program table at 12.06 shall not  
16 require adjustment between 8.0 and 8.25 hours.  
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**Letter of Understanding  
Between  
City of Franklin and the Franklin Police Officers Association  
Regarding Pay and Working Conditions for Officers Attending a Training Academy  
Incorporated as an Attachment to the 2022-24 Contract Settlement**

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The City is experiencing challenges in hiring and retaining employees that have not yet obtained Law Enforcement Standards Board (LESB) certification. In an attempt to address these concerns, the City and the Association have entered into this letter of understanding. In consideration of a mutual desire on both parties to hire, train and retain the best possible new employees, the parties agree to the following modifications to the collective bargaining agreement solely for those employees who are hired by the City as a Police Officer but still need to complete preparatory training at an LESB approved basic training academy (academy) to become a certified law enforcement officer. For those employees (hereinafter called "Recruit Officers") the following provisions apply:

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1. Upon hire the Recruit Officer is a full-time active employee of the City and a member of the public safety bargaining unit. The Recruit Officer's primary responsibility is to participate and satisfactorily complete LESB certification through an academy.
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2. Provided the Recruit Officer meets any such eligibility requirement for such compensation or benefit, the Recruit Officer shall receive all of the compensation and benefits that any full-time employee would receive except as specifically modified by this letter of understanding. All the terms of the collective bargaining agreement will apply to the Recruit Officer unless specifically modified by this letter of understanding. The parties recognize that certain provisions of the collective bargaining agreement such as shift selections may not be easily adapted to a Recruit Officer's basic academy assignment. In the event there is a question in terms of how a Recruit Officer's schedule or conditions of employment relates to a provision of the collective bargaining agreement the City and the Association will meet to discuss acceptable equitable solutions. If that discussion is unsuccessful in resolving the dispute, the City and the Association will retain their respective rights and arguments under the current provisions of the collective bargaining agreement.
- 49  
50
3. The normal workweek for the Recruit Officer will be eight hours a day, Monday through Friday, five (5) workdays on, two (2) weekend days off. The final schedule, however, will be dictated by the schedule of the academy training.
4. Recruit Officers will receive time and a half overtime pay for any hours worked in excess of 40 hours in a workweek for the City of Franklin. Recruit Officers must receive permission from a supervisor prior to working any overtime.
5. The hourly rate of pay for starting Recruit Officers shall be 60% of the rate in effect for starting patrol officers outlined in Article VI. Recruit Officers will advance on the wage steps in the same time periods as any newly hired officer; however, while they are a Recruit Officer they will receive 60% of the published wage for their time of service. Effective the day after satisfactory completion of a LESB training academy, the Recruit Officer's title will be changed to "Police Officer." At that point they will be advanced to Step #1 in the pay scale for a starting officer.
6. Recruit officers shall not be eligible for a clothing allowance.

- 1 7 The date of hire for seniority purposes of the Recruit Officer is defined in Article XXII of the  
2 collective bargaining agreement.  
3
- 4 8. Recruit Officers shall serve a Probationary Period starting from the day that they are hired as  
5 a Recruit Officer and until 1 full year as a Police Officer has been completed  
6
- 7 9 All costs of this academy shall be borne by the City. Time spent in training shall be  
8 compensated at the employee's regular hourly rate Travel time between the school and  
9 Employee's home shall not be compensated.  
10
- 11 10 If the Recruit Officer chooses to leave the employment of the City within thirty-six (36)  
12 months of completion of the academy and takes another law enforcement position, the  
13 Recruit Officer agrees to reimburse the City for costs paid for background checks, physical  
14 and psychological testing, training and equipment, and wages above minimum wage that  
15 were paid on behalf of the Recruit Officer Those costs are expressed as liquidated damages  
16 in the following amounts: 1. Up to 9 months after certification. \$6,000.00, 2. More than 9  
17 months to 18 months after certification \$4,500.00 3 More than 18 months to 27 months after  
18 certification: \$3,000.00 4 More than 27 months to 36 months after certification \$1,500.00.  
19 5. More than 36 months after certification: No reimbursement required.  
20
- 21 11 This reimbursement requirement will be considered null and void if the Recruit Officer does  
22 not pass the academy requirements or if the Recruit Officer is terminated by the City,  
23 granted a severance based on medical unfitness for duty, or for a military call-up. The City  
24 may also, on its own discretion, waive the reimbursement in full or in part for any reason it  
25 believes to be appropriate. If a Recruit Officer does not successfully complete the academy  
26 or gain LESB certification, the Recruit Officer's employment with the City shall be severed  
27 with no recourse to the grievance procedure.  
28
- 29 12 Prior to hiring and as a condition of employment, a Recruit Officer candidate will execute an  
30 individual contract that reflects this letter and the agreement of the Recruit Officer to be  
31 bound by the reimbursement provision of this letter of understanding. The form of the letter  
32 is determined by the City and will include a requirement that the individual agrees that the  
33 City may withhold or deduct from wages or other payments owed by the City to the individual  
34 if the individual leaves employment and owes a reimbursement to the City  
35
- 36 13 This represents the complete understanding of the parties on this issue. Any amendments or  
37 modifications to this agreement must be made in writing.  
38

39 This Agreement shall expire on December 31, 2024  
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1 Memorandum of Understanding  
2 Between  
3 City of Franklin and the Franklin Professional Police Officers Association  
4 Pertaining to Full-Time Crime Prevention Officer Primary Duty Assignment  
5

6 Whereas certain Patrol Officers in the department currently have a part-time duty assignment as  
7 Crime Prevention Officer, and  
8

9 Whereas the City desires to consolidate and expand some of the duties currently assigned to such  
10 individuals in order to improve efficiencies and to prepare the department for the future by  
11 enhancing the use of technology tools in communication and information collection and  
12 distribution with the public, such that establishing a full-time duty assignment as Crime  
13 Prevention Officer, working a Monday through Friday shift, is desirable.  
14

15 Whereas the City and Association agree that a long-term modification to the work week that  
16 deviates from the 5 2, 5-3 schedule requires mutual agreement and amendment of the labor  
17 agreement and that establishing a full-time Crime Prevention Officer Primary Duty Assignment  
18 is beneficial to the operation of the department.  
19

20 Now, therefore, the following constitutes the mutual agreement between the City and the  
21 Association relative to the establishment of a full-time Crime Prevention Officer Primary Duty  
22 Assignment, establishing a work week for this assignment that is primarily Monday through  
23 Friday, and addressing associated changes as noted below.  
24

25 1. The City may, in its sole discretion, establish or discontinue a full-time Crime Prevention  
26 Officer primary duty assignment, hereafter referred to as CPO. In the event the City so  
27 establishes such a duty assignment, this memorandum provides certain information relative to  
28 how the duty assignment will function and addresses the labor agreement items and wages,  
29 hours, and working conditions that require amendment or clarification.  
30

31 2. The assignment will be filled by a Patrol Officer through an open selection process. A Patrol  
32 Officer wishing to apply and, thus, the individual selected must have current crime prevention  
33 training and experience and must be currently serving as a CPO part time as part of their extra  
34 specialized duties.  
35

36 3. The City and Association recognize that businesses and citizens working with this position  
37 will benefit from hours of work that are more representative of traditional business hours,  
38 provide for some early evening coverage, and provide for some limited flexibility. As such, a  
39 Section 7.03 D. of the labor agreement shall be added to read as follows:  
40

41 "D. The Patrol Officer with the full-time duty assignment of Crime Prevention  
42 Officer shall work Monday through Friday and maintain an eight (8) hour shift  
43 normally falling between the hours of 8:00 a.m. and 7.00 p.m., as determined by the  
44 Police Chief from time to time after consultation with the Crime Prevention Officer.  
45 The Crime Prevention Officer, however, shall have flexible hours subject to the needs  
46 of the position and mutual agreement between the employee and his/her supervisor.  
47 When flexible hours are used by mutual agreement, the first eight hours worked shall  
48 be deemed the employee's scheduled duty hours."

1 4 Although a duty assignment and not a separate position, administration of the total hours for  
2 the CPO shall occur generally as occurred for the School Liaison Officer. To reconcile hours  
3 worked between the modified work schedule noted above and the schedule hours of work of a  
4 Patrol Officer on a 5-2, 5-3 shift, the CPO shall be given 3.0 hours of straight-time compensation  
5 pay time per pay period, which time may be cashed-in at the discretion of the individual or used  
6 with the permission of the appropriate supervisor, including for use on holidays occurring during  
7 the regular Monday through Friday work week. As an individual moves into or out of this duty  
8 assignment and work week schedule, leave balances shall be adjusted to reflect the 8.0 or 8.25  
9 hour duty day schedule, such that the transitions do not result in a net gain or loss in earned leave  
10 balances.

11  
12 5. As the CPO has a distinct shift, as per 3 above, the CPO would pick his/her vacation and off  
13 days independent from the other shifts, would not be available for regular patrol assignments  
14 absent special or exigent circumstances, as determined by the Police Chief or his designee (but  
15 would be eligible for shifts/overtime outside their regular schedule); and would not be available  
16 for trades unless approved by the Police Chief or his designee

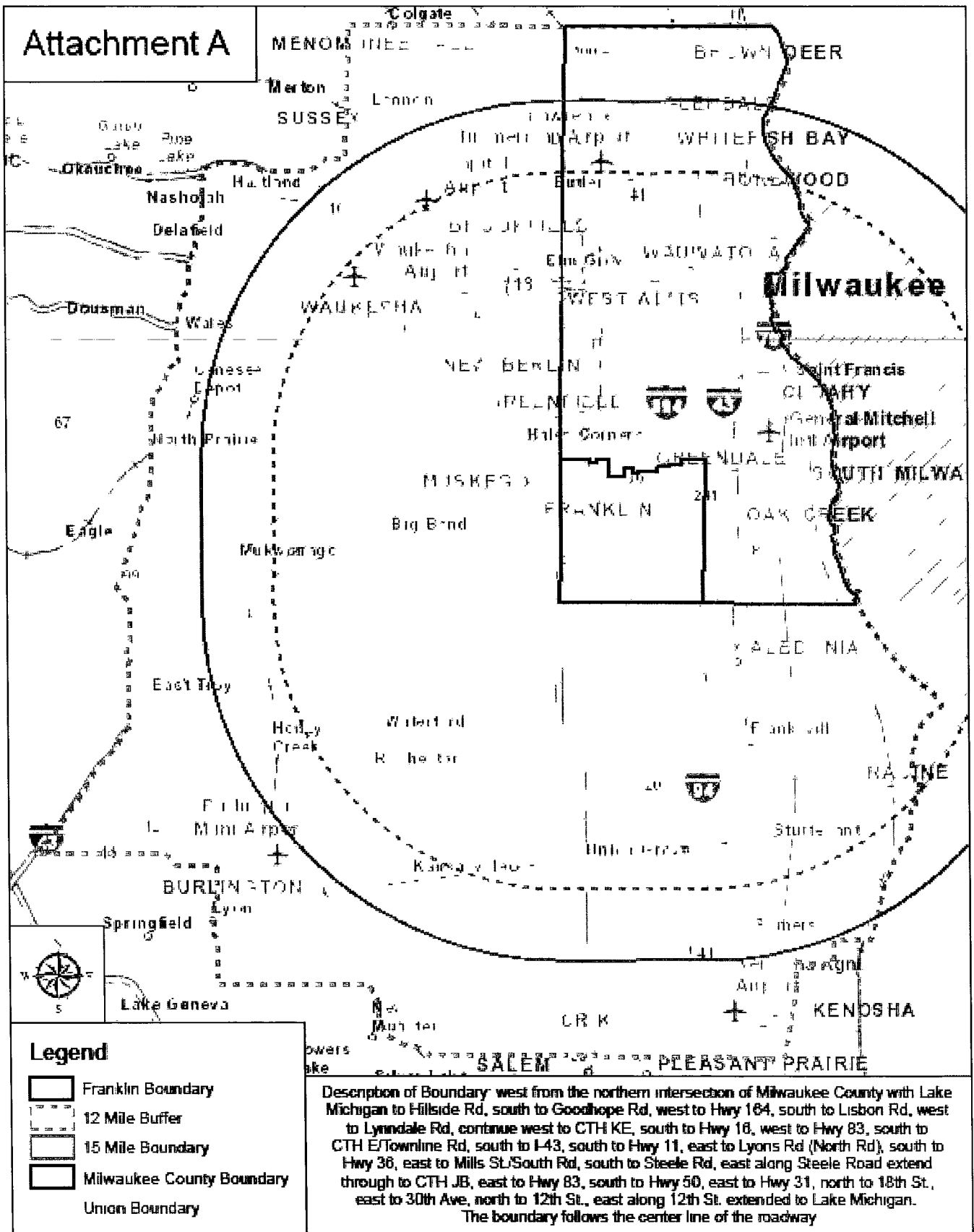
17  
18 6. Miscellaneous:

- 19 A. The CPO remains a Patrol Officer, and the Patrol Officer assigned to this duty will  
20 maintain his/her department seniority.
- 21 B. The CPO is paid as a Patrol Officer with no additional or supplemental pay consistent  
22 with all other special duty assignments.
- 23 C. The shift change and selection procedures for the CPO do not extend to the part-time  
24 Crime Prevention Officer special duty assignments.
- 25 D. At the end of their assignment as CPO, the Patrol Officer accepting this duty assignment  
26 will be allowed to return to the patrol shift held prior to accepting the CPO assignment,  
27 except that the individual may write for a change in patrol shift assignment during their  
28 term as CPO. As such, the shift vacancy or vacancies created by an assignment to CPO  
29 will be posted as a temporary shift assignment.
- 30 E. A Patrol Officer does not have a property right to a duty assignment.
- 31 F. For ease of administration, the Sick Leave Incentive Program table at 12.06 shall not  
32 require adjustment between 8.0 and 8.25 hours.

33  
34 For the City (Per Common Council Authorization)    For The Union


35	36	37	38
39	Richard Oliva, Police Chief	Date	Gary Wallace, President      Date
40			
41			
42			
43	Kelly Hersh, Dir of Admin.	Date	Thomas Friedbacher, Secretary      Date
44			
45			
46			
47	Karen Kastenson, City Clerk	Date	Business Agent, WPPA      Date
48			

# Attachment A



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<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;"><b>6/27/23</b></p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for 2022</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.5.</p>

Each year the City is required to file a Compliance Maintenance Annual Report with the Wisconsin Department of Natural Resources. Wisconsin Administrative Code Chapter NR 208 is more commonly known as the Compliance Maintenance Annual Report (CMAR) Rule for publicly and privately-owned domestic wastewater treatment works. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses the level of compliance with permit requirements. Attached is the 2022 Annual Report.

It is important to meet the stipulation from the DNR that this report be filed electronically on or before June 30, 2023. The report requires approval by the governing body and such resolution is attached.

**COUNCIL ACTION REQUESTED**

Motion to adopt a Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for Year 2022.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023-

A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR-208 COMPLIANCE MAINTENANCE REPORT FOR YEAR 2022

---

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208;

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00).

BE IT THEREFORE RESOLVED by the Common Council of City of Franklin that the following recommendations or actions will be taken to address or correct problems/deficiencies of the wastewater treatment or collection system as identified in the Compliance Maintenance Annual Report (CMAR):

- (1) Continue to identify inflow and infiltration (I & I) to the City's sanitary sewer system and take action to eliminate all I & I detected.
- (2) Continue the City record of having no bypasses or overflow.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this 27<sup>th</sup> day of June, 2023 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 27<sup>th</sup> day of June, 2023.

APPROVED:

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

ATTEST:

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

AYES            NOES            ABSENT

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
6/20/2023 2022

## Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Tom Bakalarski"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="414-427-7513"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="tbakalaski@franklinwi.gov"/></p>																
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input style="width: 100px;" type="text" value="2022"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0															
<p><b>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</b></p>																
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input style="width: 100px;" type="text" value="2021"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>3.2.1 Ending Balance Reported on Last Year's CMAR</b></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 100%;" type="text" value="422,793.00"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="422,793.00"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="1,599.00"/></td> </tr> <tr> <td></td> <td style="text-align: right;">+</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="1,599.00"/></td> </tr> </table>	<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	<input style="width: 100%;" type="text" value="422,793.00"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 100%;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 100%;" type="text" value="422,793.00"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 100%;" type="text" value="1,599.00"/>		+	<input style="width: 100%;" type="text" value="1,599.00"/>	
<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	<input style="width: 100%;" type="text" value="422,793.00"/>														
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3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 100%;" type="text" value="1,599.00"/>														
	+	<input style="width: 100%;" type="text" value="1,599.00"/>														

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
6/20/2023 2022

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*) - \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year \$ 424,392.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 424,392.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	\$175,000	2017
2	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation Continuing working on II improvements.	\$175,000	2018
3	upgrading pumping equipment & piping @ St. Martins's lift station and continuation of Man Hole rehablitation & improving force mains when needed.	\$30,000	2019
4	New installation of lift Station and force main at the New S/E Hickory Street Business Park.	\$4,200	2020
5	Upgrading of SCADA system	\$10,000	2021
6	Replacement of the Industrial Park IP lift Station.	\$3,200,000	2021
7	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	\$180,000	2021
8	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	\$140,000	2022
9	updating/upgrading SCADA	\$15,000	2022

## 5. Financial Management General Comments

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
6/20/2023 2022

## ENERGY EFFICIENCY AND USE

### 6. Collection System

#### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

#### **COLLECTION SYSTEM PUMPAGE: Total Power Consumed**

Number of Municipally Owned Pump/Lift Stations:

	<b>Electricity Consumed (kWh)</b>	<b>Natural Gas Consumed (therms)</b>
<b>January</b>	0	478
<b>February</b>	11,211	364
<b>March</b>	10,441	275
<b>April</b>	16,310	155
<b>May</b>	15,433	9
<b>June</b>	12,228	2
<b>July</b>	9,118	5
<b>August</b>	8,869	3
<b>September</b>	12,042	21
<b>October</b>	8,926	74
<b>November</b>	10,381	372
<b>December</b>	12,306	560
<b>Total</b>	<b>127,265</b>	<b>2,318</b>
<b>Average</b>	<b>11,570</b>	<b>193</b>

6.1.2 Comments:

### 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
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Yes

Year:

By Whom:

Describe and Comment:

## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

On site station upkeep. When repairing existing or older equipment we do upgrade to more efficient energy saving means.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
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## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Inner departmental organization, safety training & practices, efficiency and operation.

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City of Franklin codes found in Chapter 297

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2013-01-09

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map
- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
6/20/2023 2022

A description of routine operation and maintenance activities (see question 2 below)  
 Capacity assessment program  
 Basement back assessment and correction  
 Regular O&M training  
 Design and Performance Provisions [NR 210.23 (4) (e)]    
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?  
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements  
 Construction, Inspection, and Testing  
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]    
 Does your emergency response capability include:  
 Responsible personnel communication procedures  
 Response order, timing and clean-up  
 Public notification protocols  
 Training  
 Emergency operation protocols and implementation procedures  
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]    
 Special Studies Last Year (check only those that apply):  
 Infiltration/Inflow (I/I) Analysis  
 Sewer System Evaluation Survey (SSES)  
 Sewer Evaluation and Capacity Management Plan (SECAP)  
 Lift Station Evaluation Report  
 Others:

0

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="20"/>	% of system/year
Root removal	<input type="text" value=".1"/>	% of system/year
Flow monitoring	<input type="text" value="2.5"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="20"/>	% of system/year
Manhole inspections	<input type="text" value="10"/>	% of system/year
Lift station O&M	<input type="text" value="70"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="9"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value=".1"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0"/>	% of private services



# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
6/20/2023 2022

River or water crossings  .1 % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

### 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="26.5"/>	Total actual amount of precipitation last year in inches
<input type="text" value="34.81"/>	Annual average precipitation (for your location)
<input type="text" value="198"/>	Miles of sanitary sewer
<input type="text" value="5"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="18"/>	Number of complaints
<input type="text" value="0.696"/>	Average daily flow in MGD (if available)
<input type="text" value="35.33"/>	Peak monthly flow in MGD (if available)
<input type="text" value="0.128"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.09"/>	Complaints (number/sewer mile)
<input type="text" value="50.8"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.2"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

### 4. Overflows

#### LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED \*\*

Date	Location	Cause	Estimated Volume
None reported			

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

### 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

Yes

No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:

6/20/2023

2022

<p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <p>If infiltration is found the issue is fixed. Repairing leaky manholes etc.</p> <p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <p>in collaboration with MMSD in a PPII city wide program. Laterals inspections, manholes etc.</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:  
6/20/2023 2022

## Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>4</b>	<b>16</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

# Compliance Maintenance Annual Report

Franklin Sewage Collection System

Last Updated: Reporting For:

6/20/2023

2022

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

City OF Franklin

Date of Resolution or  
Action Taken:

Resolution Number:

Date of Submittal:

### **ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):**

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

### **ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS**

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

**G.P.A. = 4.00**

<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;">6/27/23</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Fund to Transfer \$11,000 of Unrestricted Contingency to the Fire Department Building Maintenance Fund</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.L.</p>

**Background:**

At the June 6<sup>th</sup>, 2023 meeting, Council Authorized and Approved the replacement of two failed HVAC units at Fire Station #1, through an emergency appropriation from the 2023 General Fund-Unrestricted Contingency of \$11,000. See attached 06/06/2022 CAS (minutes are not yet available).

**Fiscal Impact:**

The Fire Department is seeking a budget amendment transferring \$11,000 from the 2023 General Fund Budget account number 01-0199-5499 (Unrestricted Contingency) to the Fire Department Building Maintenance (Systems) account, number 01-0221-5557.

At this time the balance in in Unrestricted Contingency is approximately \$125,000.00. That fund balance would be reduced to approximately \$114,000.00.

**COUNCIL ACTION REQUESTED**

**Motion to adopt Ordinance No. 2023-\_\_\_\_, An Ordinance to Amend Ordinance 2022-2521 an Ordinance Adopting the 2023 Annual Budget for the General Fund to Transfer \$11,000 of Unrestricted Contingency to the Fire Department Building Maintenance Account.**

Roll Call Vote Required.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-

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

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WHEREAS, the Common Council of the City of Franklin adopted the 2023 Annual Budgets for the City of Franklin on November 15, 2022;

WHEREAS, 2 of 3 HVAC units from 1993 at Fire Station #1 have failed; and

WHEREAS, the Fire Department has solicited quotes to replace the failed units.

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

Section 1 That the 2023 Budget for the General Fund be amended as follows:

General Fund

Building Maint-Systems	01-0221-5557	Increase	\$11,000.00
Unrestricted Contingency	01-0199-5499	Decrease	(\$11,000.00)

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 20th day of June, 2023.

APPROVED:

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John R Nelson, Mayor

ATTEST:

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Karen L. Kastenson, City Clerk

AYES          NOES          ABSENT

<p><b>APPROVAL</b></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><del>MEETING DATE</del> 6-6-23</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>Request Common Council Authorization to Purchase and Install replacement Furnace/Air Conditioner units at Fire Station #1, at an expected cost of \$10,842.00</p>	<p><del>ITEM NUMBER</del> 15.1.</p>

Two of Fire Station #1's three HVAC units have failed and the station is currently without air conditioning in most areas. The paired units were believed to have been installed in 1993 and were tentatively scheduled to be replaced in the 2024 capital outlay budget. The fire department is seeking approval to purchase and install new tandem HVAC units, at an expected cost of \$10,842.00. The department solicited quotes from multiple vendors, and the attached proposal from Roth Heating was the most inexpensive by approximately \$3,000.00.


The department is also requesting approval of a budget modification appropriating \$11,000 from Unrestricted Contingency funding (line 01-0199-5499) into the department's Building Systems Maintenance line (01-0221-5557) in order to facilitate the replacement.

**COUNCIL ACTION REQUESTED**

Request Common Council Approval of Purchase and Installation of replacement HVAC units, and a budget modification appropriating the necessary funding (\$11,000).

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE 6/27/23
Reports & Recommendations	<b>An Ordinance to Defer Special Assessments for          Water Lines Constructed for a          Water Tower to Serve the City of Franklin</b>	ITEM NO. Ald. Dist. 2 G.7.

**BACKGROUND**

There is a desire to not assess properties for a watermain that is installed to serve the new tower on S. Lovers Lane. The Board of Water Commissioners discussed this issue on May 17, 2023 and made a recommendation to the Common Council that a municipal code be added similar to Section 207-15(h).

**ANALYSIS**

207-15(h) was adopted in 2015 to accommodate a park that needed a watermain extension. Below is suggested language how a municipal code 207-15 (i) would be adopted by altering the language for 207-15 (h).

*207-15 (h-i) A deferment of the principal and interest of a special assessment until such time as the subject benefitted property is connected to the subject public water facility or subdivided into two or more parcels, or such earlier specified date or occurrence as may be specified by the Common Council, where the Common Council determines it appropriate and reasonable under the circumstances of a public project undertaken to develop and provide ~~an all-accessible and all-inclusive playground public park of regional (within, but also beyond, City boundaries) public service value, a water tower serving the City of Franklin~~ other than the specific provision of the public facility improvement(s) for the special benefit of the subject property, though which special benefit is nonetheless a resultant thereof, provided that the limited and determinable area to be specially assessed for the project is very small (no more than ~~five six~~ parcels of record as of the date of the adoption of the preliminary resolution, ~~or consisting of no more than such area of land as may be divided into no more than five parcels in the future under existing zoning and land division ordinances on the date of adoption of the final resolution; neither of the foregoing categories being exclusive~~) in relation to the area of general benefit to be served.  
~~{Added 8-18-2015 by Ord. No. 2015-2184}~~*

Assesment of watermains is not required by State Statues or Public Service Commission rules, but the practice has been adopted by Franklin since the inception of the community water utility.

One could note that even if a property does not connect to a watermain that extends past it, it would be a benefitted because it would have increased fire protection. With few exceptions, all properties in Franklin have been assessed for water mains installed adjacent to their property when paid by City and Water Utility funds. Other properties may not have been assessed for water main service but the cost was incurred by a developer. Proximity to the water system is known to have a positive impact on property values.

**OPTIONS**

Adopt the ordinance as presented or other direction to staff.

**FISCAL NOTE**

Based on preliminary estimates of watermain costs for S. Lovers Lane, the five non-City parcels that would be assessed for a northern section of watermain would be almost \$200,000. Granted that cost would need to be financed by the City and under the traditional method, those properties could have up to 22 years to make payment.

**RECOMMENDATION**

Motion to adopt Ordinance No. 2023- \_\_\_\_\_ an ordinance defer special assessments for water lines constructed for a water tower to serve the City of Franklin

Engineering: GEM

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

AN ORDINANCE TO CREATE SECTION 207-15K.(2)(i) OF THE FRANKLIN  
MUNICIPAL CODE PERTAINING TO DEFERMENT OF PAYMENT OF  
SPECIAL ASSESSMENTS

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WHEREAS, §207-15 of the Municipal Code provides the authority for and method of the levy of special assessments in the City pursuant to Wis. Stat. § 66.0701, and §207-15K. of the Municipal Code providing for the deferment of payment of special assessments under the categorical circumstances presented thereunder; and

WHEREAS, the City Engineer having reviewed the subject ordinance upon consideration of potential projects having other unique circumstances for which a deferral of special assessments may be appropriate and having recommended to the Common Council the amendment of §207-15K. of the Municipal Code to provide further discretion to the Common Council in providing for the deferment of special assessments for a public project undertaken to develop and provide a water tower serving a region of the City and the value thereof well beyond the limited area of private properties adjacent to public improvements such as a water main required and to be installed as part of the project, not specifically otherwise addressed in the existing Code provisions for deferments; and

WHEREAS, the Common Council having reviewed such recommendation and having determined same to be reasonable and in furtherance of the health, safety and welfare of the City.

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

SECTION 1: Section 207-15K.(2)(i) of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

“A deferment of the principal and interest of a special assessment until such time as the subject benefitted property is connected to the subject public water facility or subdivided into two or more parcels, or such earlier specified date or occurrence as may be specified by the Common Council, where the Common Council determines it appropriate and reasonable under the circumstances of a public project undertaken to develop and provide a water tower serving the City of Franklin, other than the specific provision of the public facility improvement(s) for the special benefit of the subject property, though which special benefit is nonetheless a resultant thereof, provided that the limited and determinable area to be specially assessed for the project is very small

(no more than six parcels of record as of the date of the adoption of the preliminary resolution) in relation to the area of general benefit to be served.”

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

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

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

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

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


APPROVED:

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

ATTEST:

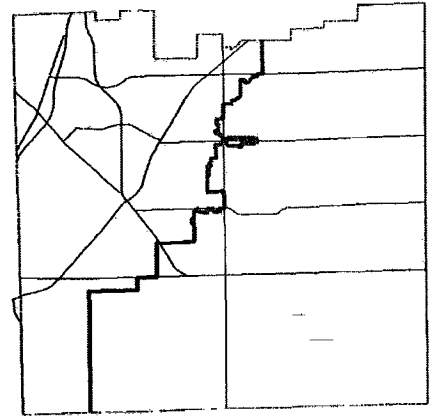
\_\_\_\_\_  
Karen L. Kastenson, City Clerk

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

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 6/27/23
Reports & Recommendations	<b>Authorization to Bid a Water Tower at          8120 S. Lovers Lane Road (TKN 801-9986-000) and          Associated Watermain to Connect to 7810 S. 100<sup>th</sup> Street</b>	<b>ITEM NO.</b> Ald. Dist. 2 G.S.

**BACKGROUND**

The Franklin Water Utility has designed a new elevated 1.0-million-gallon water storage tower in the vicinity of 8120 S. Lovers Lane Road (TKN 801-9986-000) currently known as Water Tower Park. **This tower is needed to address inadequate storage in the western pressure zone and all of Franklin.** The western pressure zone only has 500,000-gallon storage (behind Fire Station No. 1) and the western storage plus pumps from the eastern zone have limited capacity to provide adequate fire protection for a large fire in the western zone or would leave customers without water should a large main break that to date has only happened in the eastern zone. This zone is also where significant growth is occurring in the southwest part of the City and also the 76<sup>th</sup>/Rawson vicinity.



*Approximate Boundary of Current  
 East and West Water Zones*

This project has been identified as being needed since 2009 and has received approval from the Public Service Commission of Wisconsin (PSC) for \$7 million. Unless extended, that authorization to award a bid(s) expires December 17, 2023. Construction is expected to take about 18 months from award of bid.

On March 1, 2022, Staff was directed to bid the water tower and watermain project along S. Lovers Lane Road with the recommendation to award a contract on or after the preliminary resolution to assess. Watermain Bids were received on November 17, 2022 and Tower Bids were received on December 15, 2022.

Nine bids were received on the watermain project (Contract A) and the bid was split into two alternates that would have allowed construction of the section south of the water tower site to W. St. Martins Road or the section north of the water tower site to a fire hydrant south of the Target shopping center. A summary of the bids are as follows:

<b>Watermain Bidder</b>	<b>South Part</b>	<b>North Part</b>	<b>Total Bid</b>
A.W. Oakes & Son, Inc.	\$1,092,825.00	\$660,590.00	\$1,753,415.00
Globe Contractors, Inc.	\$1,065,476.00	\$709,234.00	\$1,774,710.00
Dorner Inc.	\$1,064,790.00	\$764,978.00	\$1,829,768.00
PTS Contractors, Inc.	\$1,127,444.00	\$732,690.00	\$1,860,134.00
Vinton Construction Company	\$1,194,988.50	\$696,633.50	\$1,891,622.00
The Wanasek Corp	\$1,214,220.00	\$700,905.00	\$1,915,125.00
Super Excavators, Inc.	\$1,282,516.00	\$780,550.00	\$2,063,066.00
Willkomm Excavating	\$1,251,361.00	\$818,522.00	\$2,069,883.00
Reesmans Excavating & Grading, Inc.	\$1,275,362.00	\$802,405.00	\$2,077,767.00

Note that the shown bid is for a 16-inch watermain. An alternate bid was also received for an 8-inch watermain system that would have been the basis for assessments to benefited property owners.

Four bids were received on the water tower project (Contract B). A summary of the bids are as follows:

<b>Water Tower Bidder</b>	<b>Total Bid</b>
McDermott	\$6,253,994.00
Caldwell Tanks, Inc.	\$6,524,000.00
Landmark Structures	\$6,977,000.00
Phoenix Fabricators	\$7,714,153.00

Totaling the low bidders for each contract, the amount needed for the project construction was \$8,007,409. This number excluded construction contingencies and other project related costs. At the direction of the Board of Water Commissioners, Staff verified that the south part of the water main could be removed without adversely affecting the flows to the southwest portion of the City. Removal of the south part of the watermain brought the project to \$6,914,584 which was slightly below the \$7,000,000 PSC authorization.

Unfortunately, by the time it was confirmed that the project could occur within the \$7,000,000 budget, there were insufficient City resources to obtain bond counsel and other preparations to obtain financing for the project. It is believed that the City is close to obtaining a Director of Finance and the Board of Water Commissioners would like to bid the project again as it is a needed project.

### **ANALYSIS**

Elsewhere on this Common Council agenda, there is a proposed ordinance that would indefinitely defer assessment of a watermain if the watermain is constructed for the purpose of construction of a water tower. The deferment would end for a property that connects to the watermain or subdivides the property. This action does not change the initial funding issues but adversely affects the ultimate cost of the project as less assessments could be extended for many decades.

It is believed that the watermain portion to the south would occur as properties to the south are developed.

Contingent on Common Council's direction to staff to rebid these projects, the Board of Water Commissioners authorized a professional engineering contract with Applied Technologies to repackage bidding documents for both Contracts and bid out later this year.

After approval of this authorization, Staff intends to return with an engineer's report pursuant to Franklin Municipal Code Sections §207-15 and §207-20 with a preliminary resolution to exercise a special assessment. Actual assessments will not be levied until the project is constructed. Note that the City has parcels that will use water for the Water Tower Park. Assessed properties will need to be reevaluated in detail, however, Properties believed to be subject to an assessment (and eligible for new deferment if ordinance is adopted and if property is qualifying) would be the following:

<b>Address</b>	<b>Owner</b>	<b>Tax Key No.</b>
8050 S 100th St	Tri County Baptist Church	801 9981 001
8052 S 100th St	Carl E. Buckner	801 9982 000
8054 S 100th St	Laurence Hendrickson	801 9983 000
8081 S 100th St	Donald L & Paula Awe	800 9976 000
8120 S Lovers Lane Rd	City of Franklin	801 9986 000
8135 S 100th St	Gary A Schuldt	800 9977 000
N/A	City of Franklin	801 9987 000

**OPTIONS:**

- 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
- E. Other direction to Staff.

**FISCAL NOTE**

To be outlined by Finance Staff with the assistance of the professional services contract.


**RECOMMENDATION**

(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.

Department of Engineering GEM

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 6/27/23
<b>Reports &amp; Recommendations</b>	<b>Notification of a Water Leak Policy (Public Policy #1-2023) Adopted by the Franklin Board of Water Commissioners</b>	<b>ITEM NO.</b> City-wide G.9.

**BACKGROUND**

On May 17, 2023, the Franklin Board of Water Commissioners adopted a policy to address discounts to excessive water bills related to increased water usage caused by defective indoor or outdoor plumbing pipes or fixtures including, but not limited to, irrigation systems, indoor plumbing pipes, leaky toilets, etc.

This policy was adopted in response to a Public Service Commission comment that the Board may discount water bills, however the process must be consistent for all customers. Establishing a written policy provides structure for consistency. Staff received input from the Board of Water Commissioners, surveyed other water utilities and drafted a policy that will aid in a consistent method of discounting of water bills.

The Franklin Board of Water Commissioners has authority for the operation of the water utility. This item is presented for the Common Council to aid in the documentation for all water customers.

**ANALYSIS**

The Water Utility reads meters on a quarterly basis and the meter software flags the account if there was any 24-hour time when the meter ran continuously. As a service, Staff sends a card to the customer alerting them of a potential leak. Many customers investigate and fix the issue immediately. Some customers choose to ignore the postcard, pay the bill, and may pay excessive bills for multiple quarters before they make a request to adjust the bill. This policy allows the Board to consider the circumstances and may only give a discount for a specific time frame.

The Utility customer is ultimately responsible for identifying leaks and payment of the associated water usage. Time adjustment notwithstanding, a water utility customer will be responsible for 120% of the volume of a typical bill at standard rates. Any volume above the 120% will be charged at a rate equal to the Utility's purchase price from the wholesale supplier. Currently, Franklin purchases water from Oak Creek at \$3.12/thousand gallons.

**OPTIONS**

N/A

**FISCAL NOTE**

No impact on City Budget. In 2022, the Franklin Water Utility purchased 1,041,984,000 gallons of water from Oak Creek for a total of \$3,283,291 and sold 840,355,000 gallons to customers generating sales of \$6,049,38. It is imperative that the Water Utility capture revenue for all water that passes through a meter.

**COUNCIL ACTION REQUESTED**

Place on File as Public Policy #1-2023.

Engineering: GEM



## WATER LEAK POLICY

### 1.00 **POLICY PURPOSE**

This Policy addresses discounts to Franklin Water Utility customers who have excessive bills related to increased water usage caused by defective indoor or outdoor plumbing pipes or fixtures including, but not limited to, irrigation systems, indoor plumbing pipes, leaky toilets, etc.

This policy is intended to ensure that all Utility customers are treated equally and fairly. Any Utility customer who has exhausted the process outlined in this policy may appeal their case directly to the Public Service Commission of Wisconsin.

### 2.00 **ORGANIZATIONS AND PERSONS AFFECTED**

Any Utility customer who has experienced an excessive water bill due to defective indoor or outdoor plumbing pipes or fixtures or other unique circumstances.

This policy does not involve other utilities, such as the Franklin Sewer Utility or private utilities that provide electricity, gas, cable television, et al.

### 3.00 **REFERENCES**

None

### 4.00 **DEFINITIONS**

4.01 Utility: The Franklin Water Utility (Utility) is a municipal owned water utility governed by rules and regulations of the Public Service Commission of Wisconsin (PSC). The Water Utility Manager is located at:

Engineering Office  
Franklin City Hall  
9229 W. Loomis Road  
Franklin, WI 53132  
(414) 425-7510

Or Utility Customers may contact Utility Staff for assistance at:  
(414) 421-2613

4.02 Board: The Utility is run by an independent Board of Water Commissioners. The Board has decision making responsibilities for the operation of the Utility. Meetings are generally held on the second Tuesday of each month.

4.03 PSC: Public Service Commission of Wisconsin

4822 Madison Yards Way  
North Tower - 6th Floor  
Madison, Wisconsin 53705-9100  
Phone: (608) 266-5481  
General toll-free: (888) 816-3831  
Fax: (608) 266-3957  
Website: psc.wi.gov

**5.00 *Notification of Excessive Water Usage***

The Utility uses meter reading software that indicates “potential leak” when water runs continuously for 24-hours. Post-card notices of a potential leak are mailed to the customers and Customers are encouraged to investigate how a leak or unusual water use may have occurred and/or why the excessive usage occurred.

A Utility customer may be aware of facts and circumstances causing a leak, or the leak may be such that does not trigger a potential leak by the software, and there may be other facts and circumstances with regard to a leak, or an excessive water bill not resulting from a leak. As such, the Utility customer is ultimately responsible for identifying leaks and payment of the associated water usage.

**6.00 *Process for adjusting a Utility bill involving excessive water usage.***

- 6.01 When a customer is aware of excessive water use, customer shall address the issue immediately. The Board may consider timeliness of response in a decision to adjust a Utility water bill.
- 6.02 Customer shall make immediate efforts to identify excessive water use causes and eliminate the defective indoor or outdoor plumbing pipes or fixtures or other excessive water use cause(s). Utility Staff is available for a one time assistance to the customer, but additional assistance of a plumber or others may be necessary.
- 6.03 Upon resolving the excessive water use, Customer may appeal an excessive Utility water bill(s). The appeal shall include:
  - 1) Exact or approximate date(s) when excessive water use occurred;
  - 2) Cause of excessive water use consumption/leaks;
  - 3) How defective plumbing pipes or fixtures and/ or other excessive water use cause(s) were repaired; and
  - 4) Completed “Consent to Disclose Utility Customer Information” form for acceptance and signature by the customer.
- 6.04 Customer shall make all payments required on any Utility water bill per standard rules and regulations or incur standard penalties and charges, notwithstanding any forthcoming or pending appeal with regard to such Utility water bill.
- 6.05 Utility staff will review the application and prepare a report to the Board of Water Commissioners for consideration of an adjustment to a Utility water bill. The report may include:

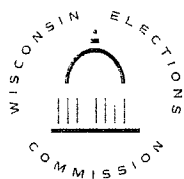
- 1) Comments concerning information provided in the Customer's application to appeal an excessive Utility water bill;
  - 2) Validity of water meter readings;
  - 3) Other relevant facts;
  - 4) Calculation of a typical Utility water bill and other rates applicable to an adjustment; and
  - 5) Recommendation on amount to adjust Utility water bill, if any.
- 6.06 The Board will consider the facts and may consider adjustment to a Utility water bill as follows:
- 1) Consider timeliness of a response for correction of the excessive water usage cause(s) by the customer. If a customer cannot demonstrate that efforts were made to immediately identify and repair the issue(s) causing the excessive water usage, the Board may adjust the time considered for an adjustment to a Utility water bill.
  - 2) Consider volume of water used in what a typical bill without excessive water usage for the customer should have been based on historical data.
  - 3) If applicable, add 20% to the volume of water in a typical similar Utility water bill and charge at a rate equal to lowest water rate for any other similar Utility water customer.
  - 4) If applicable, any volume in excess of the 120% of a typical bill will be charged at a rate equal to the Utility's cost of water provided by the Utility's wholesale water supplier.
  - 5) This is the minimum Utility water bill amount to be approved upon decision of the appeal by the Board.
  - 6) The reduction in the Utility water bill, if any, determined by the Board will be assigned as a credit to the Utility water customer on future Utility water bill(s) until satisfied.

<p><b>APPROVAL</b></p> <p><i>X</i></p>	<p><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>6/27/23</p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>Authorization to Participate in the Wisconsin Elections Commission 2023 Absentee Ballot Envelope Subgrant Reimbursement Program</b></p>	<p><b>ITEM NUMBER</b></p> <p>G.10.</p>

Attached is the announcement from the Wisconsin Elections Commission regarding the 2023 Absentee Ballot Envelope Subgrant Reimbursement Program. Based on the population of Franklin, the Clerk's Department would receive \$3,722.86 to assist paying for newly redesigned absentee ball envelopes planned for approval on August 4, 2023. The old envelope designs do not conform with the guidance from recent court orders and do not fully comply with all statutory requirements.

**COUNCIL ACTION REQUESTED**

Motion to approve participation in the Wisconsin Elections Commission 2023 Absentee Ballot Envelope Subgrant Reimbursement Program and authorize staff to execute the Agreement.



# Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P O Box 7984 | Madison WI 53707-7984  
(608) 266-8005 | elections@wi.gov | elections.wi.gov

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**DATE:** June 12, 2023

**TO:** Wisconsin Municipal Clerks  
Wisconsin County Clerks  
City of Milwaukee Election Commission  
Milwaukee County Election Commission

**FROM:** Wisconsin Elections Commission

**SUBJECT:** 2023 Absentee Ballot Envelope Subgrant Reimbursement Program

1 **SUMMARY** On March 3, 2023, the Wisconsin Elections Commission (WEC) approved the allocation of federal funds for an absentee ballot envelope subgrant program. This subgrant is provided to partially offset the costs jurisdictions incur purchasing the redesigned absentee ballot envelopes (EL-120 and EL-122) planned for approval on August 4, 2023

## 2. **BACKGROUND**

The bipartisan Commission unanimously directed the creation of new absentee ballot envelope designs in order to ensure compliance with the law. The old envelope designs do not conform with guidance from recent court orders and do not fully comply with all statutory requirements. Furthermore, the old envelope designs do not incorporate design features (adopted in other states) that make them easily identifiable to the U S Postal Service. For these reasons, the Commission, on April 28 and again on June 1, unanimously determined that the current EL-120 and EL-122 shall not be used in 2024.

To partially offset the cost of adopting new envelope designs, the WEC will disburse up to \$600,000 of Federal funds through the approved 2023 Absentee Ballot Envelope Subgrant Program. Each jurisdiction may receive an award calculated proportionally based on their estimated January 1, 2022, voting age population as determined by the Department of Administration Demographic Services Center<sup>1</sup>. The minimum award is \$20.00. A list of award amounts is attached as Appendix A

- 3 **AUTHORIZED USES.** All funds received must be expended to purchase the redesigned absentee envelopes which includes both the EL-120 and EL-122
- 4 **HOW DO JURISDICTIONS APPLY?** An authorized representative of each jurisdiction must complete and return a 2023 Absentee Ballot Envelope Subgrant Memorandum of Understanding (MOU)

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<sup>1</sup> [https://doa.wi.gov/Pages/LocalGovtsGrants/Population\\_Estimates.aspx](https://doa.wi.gov/Pages/LocalGovtsGrants/Population_Estimates.aspx)

*Wisconsin Elections Commissioners*

Don M. Millis | chair | Marge Bostelmann | Joseph Czarnetzki | Ann S. Jacobs | Robert Spindell | Mark L. Thomsen

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*Administrator*  
Meagan Wolfe

2023 Accessible Voting Equipment Subgrant Reimbursement Program

June 12, 2023

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to the WEC at [elections\\_finance@w1.gov](mailto:elections_finance@w1.gov). This subgrant is available to municipalities, or to counties purchasing equipment on behalf of a municipality, but only one award will be granted per municipality.

5 **QUESTIONS?** Call the WEC Help Desk at 608-261-2028 or e-mail [elections\\_finance@w1.gov](mailto:elections_finance@w1.gov).



# Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P O Box 7984 | Madison WI 53707-7984  
(608) 266-8005 | elections@wi.gov | elections.wi.gov

## **2023 ABSENTEE BALLOT ENVELOPE** **SUBGRANT PROGRAM**

### **REQUEST FOR FUNDS & MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE WISCONSIN ELECTIONS COMMISSION**

**AND**

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**(NAME OF MUNICIPALITY, COUNTY)**

#### **I. PARTIES**

The parties to this Memorandum of Understanding (hereinafter referred to as “MOU” or “agreement”) are the Wisconsin Elections Commission (hereinafter referred to as the “WEC” or the “Commission”) and the (City) (Village) (Town) of \_\_\_\_\_ in \_\_\_\_\_ County, Wisconsin. The Commission is the state agency providing an election security subgrant of federal funds to the city, village, or town. The City, Village or Town identified above is the entity receiving a local election security subgrant from the Commission and is referred to herein as the “receiving jurisdiction.” By signing and dating this agreement, the participating City, Village, or Town agrees to the terms of this agreement with the Commission.

#### **II. PURPOSE**

The purpose of this MOU is to set forth the requirements that cities, villages and towns must meet to be eligible to receive an absentee ballot envelope subgrant from the Commission and the requirements for the use of the funds. The subgrant program is funded by the federal HAVA Election Security Grant which was authorized by the U.S. Congress under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the Consolidated Appropriations Act of 2023 (Public Law 117-328) and issued by the federal Election Assistance Commission. The purpose of the federal grant is to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements to the systems, equipment and processes used in federal elections” (CFDA Number 90.404; Federal Award Identification Number (FAIN) EAC-ELSEC18WI).

The purpose of the subgrant is to help improve overall election security of federal elections statewide by providing cities, villages, and towns across the State of Wisconsin with federal election security funds to safeguard and secure the integrity of the absentee voting process in federal elections.

*Wisconsin Elections Commissioners*

Don M. Millis, chair | Marge Bostelmann | Joseph J. Czarnetzki | Ann S. Jacobs | Robert Spindell | Mark L. Thomsen

---

*Administrator*  
Meagan Wolfe



### III. SUBGRANT PROGRAM REQUIREMENTS

#### A. Introduction

The Commission's Election Security Subgrant Program ("subgrant") is intended to fund jurisdictions purchasing redesigned absentee ballot envelopes. Each jurisdiction may receive an amount determined based on their estimated January 1, 2022, voting age population as determined by the Department of Administration Demographic Services Center.<sup>1</sup> All funds received must be expended to purchase the redesigned absentee ballot envelopes or returned to the Commission.

#### B. Envelope Redesign.

At the Commission's February 2, 2023, meeting, WEC staff were directed to develop a timeline to implement a new absentee ballot envelope package that would allow for the Commission to approve the design no later than its September 20, 2023, meeting. The absentee ballot envelope package for voters includes two envelopes:

- EL-120: Absentee Ballot Mailer Envelope (outside envelope going to voter)
- EL-122: Official Absentee Ballot Application/Certification (inside envelope returning to clerk)

These envelopes were redesigned to ensure compliance with recent court decisions and the Wisconsin statutes. Old envelopes are not compliant with the law, and the Wisconsin Elections Commission unanimously voted not to permit their continued use, starting in 2024.

At the Commission's March 3, 2023, meeting, the Commission directed staff to allocate \$600,000 of federal funds towards an Absentee Ballot Envelope subgrant program, to partially offset the cost of transitioning to new absentee ballot envelopes now under development. The absentee ballot envelope performs several functions – each essential to the security of the voter's choice, and the integrity of the wider electoral process. A successful transition to the new design is therefore in the interest of all participants.

### IV. FUNDING

- A. Commission staff will award subgrants based on receipt of a signed Memorandum of Understanding (MOU). Jurisdictions may receive a proportional amount of available subgrant funds based on their 2022 estimated voting age population as outlined in Appendix A. The minimum award is \$20.00.
- B. **All funds received must be expended to purchase the redesigned absentee ballot envelopes.** A county purchasing envelopes on behalf of a municipality may receive a subgrant award, however only one award will be granted per municipality. Any unused funds must be returned to the Commission by December 31, 2024.
- C. Subgrant period: **March 3, 2023 – December 31, 2024.** All costs must be incurred, including goods received, during this project period. Bids, proposals, or purchase orders are not adequate for this subgrant.

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<sup>1</sup> [https://doa.wi.gov/Pages/LocalGovtsGrants/Population\\_Estimates.aspx](https://doa.wi.gov/Pages/LocalGovtsGrants/Population_Estimates.aspx)

- D. Documentation: Receipts or invoices for all subgrant expenditures, showing date and amount for all funds expended, must be retained by requesting jurisdictions for a minimum of **eight years**. A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit.
- E. Request Processing: Subgrant funds will be distributed in a timely manner after the WEC receives the completed and signed MOU from the jurisdiction. Subgrant funds will be disbursed by electronic transfer to a jurisdiction's shared revenues account (if available), or via a physical check sent to a jurisdiction's shared revenues location. For questions related to the processing of subgrant reimbursements, contact the Commission's financial team via the WEC Help Desk at 608-261-2028 or [elections.finance@wi.gov](mailto:elections.finance@wi.gov).

## V. SUBGRANT PROGRAM DEADLINES

To help increase overall election security across the state, the election subgrant program has established the following deadlines:

**New Envelope Design Available: August/September, 2023**

**Application (MOU) Deadline: June 30, 2024**

**Return Unused Funds Deadline: December 31, 2024**

## VI. COMPLIANCE MONITORING, CERTIFICATION, DOCUMENTATION AND AUDIT

### A. Certification.

The receiving jurisdiction shall certify (by completing the MOU) that information provided is true and correct; it has complied with all terms of the subgrant; the election security subgrant funds will be used to meet the terms of the subgrant, including to increase the accessibility of federal elections; and that any falsification of information related to the subgrant could subject the jurisdiction official to civil or criminal penalties.

### B. Documentation.

The receiving jurisdiction shall maintain all documentation of purchases made using subgrant funds provided by the Commission for a minimum of eight years from the date of the expenditure or until the WEC authorizes destruction of said records. A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit. Such original purchasing documentation and inventory lists shall be retained by the receiving jurisdiction until the WEC authorizes the destruction of said records. Submission of copies of all purchasing documentation may be required by the WEC or federal auditors at any time.

**C. Audit.**

All subgrant funds received are subject to audit by the Commission and/or the federal government to ensure funds have been spent appropriately and in accordance with all applicable state and federal laws. Pursuant to Wis. Stat. § 5.05(11), if the federal government objects to the use of any funds provided to a county or municipality under the subgrant, the county or municipality shall repay the amount of the subgrant to the Commission.

**D. Regulations.**

As the receiving jurisdiction, we further certify that we will follow all state and federal laws, including adherence to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) found here: (<https://www.govinfo.gov/app/collection/cfr/2022/>).

**VII. SIGNATURES**

By signing and dating this agreement the receiving jurisdiction agrees to the terms of this MOU and certifies that the information provided in this MOU is true and correct.

**Receiving Jurisdiction**

**Signature** \_\_\_\_\_  
(Authorized Representative of Jurisdiction)

**Date:** \_\_\_\_\_

**Printed Name** \_\_\_\_\_  
(Authorized Representative of Jurisdiction)

**Jurisdiction Name:** \_\_\_\_\_

**County:** \_\_\_\_\_

**Jurisdiction Treasurer Name:** \_\_\_\_\_


**Jurisdiction Treasurer Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Jurisdiction Clerk E-mail:** \_\_\_\_\_

**Submit completed form by June 30, 2024, to:**

Wisconsin Elections Commission  
201 West Washington Avenue, Second Floor  
P.O. Box 7984  
Madison, WI 53707-7984  
[elections.finance@wi.gov](mailto:elections.finance@wi.gov)  
Fax: 608-267-0500

HINDI	Jurisdiction	County	Percentage	Subgrant
38261	CITY OF NIAGARA	MARINETTE COUNTY	0.03%	\$ 165.25
38271	CITY OF PESHTIGO	MARINETTE COUNTY	0.06%	\$ 348.72
39002	TOWN OF BUFFALO	MARQUETTE COUNTY	0.02%	\$ 127.39
39004	TOWN OF CRYSTAL LAKE	MARQUETTE COUNTY	0.01%	\$ 54.39
39006	TOWN OF DOUGLAS	MARQUETTE COUNTY	0.01%	\$ 84.58
39008	TOWN OF HARRIS	MARQUETTE COUNTY	0.01%	\$ 84.58
39010	TOWN OF MECAN	MARQUETTE COUNTY	0.01%	\$ 84.97
39012	TOWN OF MONTELLO	MARQUETTE COUNTY	0.02%	\$ 119.19
39014	TOWN OF MOUNDVILLE	MARQUETTE COUNTY	0.01%	\$ 53.48
39016	TOWN OF NESHKORO	MARQUETTE COUNTY	0.01%	\$ 64.54
39018	TOWN OF NEWTON	MARQUETTE COUNTY	0.01%	\$ 55.30
39020	TOWN OF OXFORD	MARQUETTE COUNTY	0.02%	\$ 97.46
39022	TOWN OF PACKWAUKEE	MARQUETTE COUNTY	0.03%	\$ 158.62
39024	TOWN OF SHIELDS	MARQUETTE COUNTY	0.01%	\$ 61.68
39026	TOWN OF SPRINGFIELD	MARQUETTE COUNTY	0.01%	\$ 81.06
39028	TOWN OF WESTFIELD	MARQUETTE COUNTY	0.01%	\$ 84.71
39121	VILLAGE OF ENDEAVOR	MARQUETTE COUNTY	0.01%	\$ 41.77
39161	VILLAGE OF NESHKORO	MARQUETTE COUNTY	0.01%	\$ 43.98
39165	VILLAGE OF OXFORD	MARQUETTE COUNTY	0.01%	\$ 54.78
39191	VILLAGE OF WESTFIELD	MARQUETTE COUNTY	0.02%	\$ 125.96
39251	CITY OF MONTELLO	MARQUETTE COUNTY	0.03%	\$ 154.58
40001	TOWN OF MENOMINEE	MENOMINEE COUNTY	0.06%	\$ 376.44
41106	VILLAGE OF BAYSIDE	MULTIPLE COUNTIES	0.08%	\$ 455.42
41107	VILLAGE OF BROWN DEER	MILWAUKEE COUNTY	0.22%	\$ 1,294.17
41126	VILLAGE OF FOX POINT	MILWAUKEE COUNTY	0.12%	\$ 705.25
41131	VILLAGE OF GREENDALE	MILWAUKEE COUNTY	0.25%	\$ 1,495.73
41136	VILLAGE OF HALES CORNERS	MILWAUKEE COUNTY	0.13%	\$ 800.37
41176	VILLAGE OF RIVER HILLS	MILWAUKEE COUNTY	0.03%	\$ 162.78
41181	VILLAGE OF SHOREWOOD	MILWAUKEE COUNTY	0.24%	\$ 1,443.29
41191	VILLAGE OF WEST MILWAUKEE	MILWAUKEE COUNTY	0.07%	\$ 415.73
41192	VILLAGE OF WHITEFISH BAY	MILWAUKEE COUNTY	0.23%	\$ 1,372.11
41211	CITY OF CUDAHY	MILWAUKEE COUNTY	0.32%	\$ 1,900.14
41226	CITY OF FRANKLIN	MILWAUKEE COUNTY	0.62%	\$ 3,722.86
41231	CITY OF GLENDALE	MILWAUKEE COUNTY	0.24%	\$ 1,418.04
41236	CITY OF GREENFIELD	MILWAUKEE COUNTY	0.67%	\$ 4,039.83
41251	CITY OF MILWAUKEE	MULTIPLE COUNTIES	9.40%	\$ 56,401.70
41265	CITY OF OAK CREEK	MILWAUKEE COUNTY	0.62%	\$ 3,709.06
41281	CITY OF ST. FRANCIS	MILWAUKEE COUNTY	0.17%	\$ 1,023.00
41282	CITY OF SOUTH MILWAUKEE	MILWAUKEE COUNTY	0.36%	\$ 2,145.15
41291	CITY OF WAUWATOSA	MILWAUKEE COUNTY	0.83%	\$ 4,993.48
41292	CITY OF WEST ALLIS	MILWAUKEE COUNTY	1.04%	\$ 6,257.46
42002	TOWN OF ADRIAN	MONROE COUNTY	0.01%	\$ 78.07
42004	TOWN OF ANGELO	MONROE COUNTY	0.03%	\$ 156.01
42006	TOWN OF BYRON	MONROE COUNTY	0.02%	\$ 124.78
42008	TOWN OF CLIFTON	MONROE COUNTY	0.01%	\$ 58.42
42010	TOWN OF GLENDALE	MONROE COUNTY	0.01%	\$ 65.97
42012	TOWN OF GRANT	MONROE COUNTY	0.01%	\$ 46.97
42014	TOWN OF GREENFIELD	MONROE COUNTY	0.01%	\$ 67.01
42016	TOWN OF JEFFERSON	MONROE COUNTY	0.01%	\$ 71.96

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 6/27/23
<b>Reports &amp; Recommendations</b>	<b>An Ordinance to Amend the Municipal Code Section 245-3 B. Stops Required to Add Two Stop Signs for W. Lake Pointe Drive at S. Golden Lake Way Making the Intersection a 4-Way Stop</b>	<b>ITEM NO.</b> Ald. Dist. 2 G.M.

**BACKGROUND**

Staff received a request to study the stop signs at the intersection of W. Lake Pointe Drive and S. Golden Lake Way. Currently, S. Golden Lake Way, the main drive into the subdivision, is required to stop and the minor cross street of W. Lake Pointe Drive is not required to stop.

The Board of Public Works (BOPW) considered this issue and instructed Staff to also solicit input from the affected residents. 39 residents responded to a survey and the overwhelming response was to add stop signs for W. Lake Pointe Drive.

- 11 Leave the intersection as-is
- 2 Swap the stop signs from the north-south direction to the east-west direction
- 23 Make the intersection a 4-way stop
- 2 Either leave the intersection as-is or make a 4-way stop
- 1 Either swap the stop signs or make a 4 way stop intersection

**ANALYSIS**

The BOPW considered warrants to install new stop signs and considerations in removing existing stop signs. It was noted that there is a change from the initial plan in that the subdivision did not develop as initially planned and was unlikely to do so that would necessitate W. Lake Pointe Drive as the significant road. The BOPW unanimously made a motion to recommend to the Common Council that the intersection be made a 4-way stop by adding stop signs to W. Lake Pointe Drive at this intersection with S. Golden Lake Way.

**OPTIONS**

- A. Leave the stop sign placements as-is
- B. Add stop signs to W. Lake Pointe Drive making the intersection a 4-way stop
- C. Add stop signs to W. Lake Pointe Drive and remove the existing stop signs on S. Golden Lake Way converting a north-south 2-way stop to an east-west 2-way stop
- D. Provide further direction to Staff.

**FISCAL NOTE**

No significant financial impact to the City.

**RECOMMENDATION**

(Option B) Authorize Ordinance 2023-\_\_\_\_\_, 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 the intersection of S. Golden Lake Way making the intersection a 4-way stop.

Engineering Department: GEM





Existing Stop Sign  
Proposed Stop Sign



STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

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

AN ORDINANCE TO AMEND THE MUNICIPAL CODE SECTION 245-3 B. STOPS REQUIRED TO ADD TWO STOP SIGNS FOR THE EAST-WEST TRAFFIC OF W. LAKE POINTE DRIVE AT S. GOLDEN LAKE WAY MAKING THE INTERSECTION A 4-WAY STOP

WHEREAS, Franklin Residents requested that the Board of Public Works consider the stop sign configuration at W. Lake Pointe Drive and S. Golden Lake Way; and

WHEREAS, the Board of Public Works discussed this matter at the June 13, 2023 meeting in great detail with input from the Police Chief, the City Engineer, the Street Superintendent, and from a survey of the affected residents and made a motion of recommendation to the Common Council that the intersection of W. Lake Pointe Drive and S. Golden Lake Way be changed from a 2-way stop intersection to a 4-way stop intersection.

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

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

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

<b>Location</b>	<b>Direction of Travel</b>	<b>Required Stop</b>
S. Golden Lake Way and W. Lake Pointe Drive	<del>North and south</del> <u>Any Direction</u>	<del>S. Golden Lake Way</del> <u>Intersection of S. Golden Lake Way and W. Lake Pointe Drive</u>

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

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

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

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

APPROVED:

\_\_\_\_\_  
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;"><i>H</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><i>6/27/23</i></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO 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)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.12.</i></p> <p style="text-align: center;">Ald. Dist. #6</p>

City Development staff recommends approval of the attached resolution to accept a landscape bufferyard easement for and as part of the approval of a Final Plat for the Cape Crossing subdivision.

**FISCAL IMPACT:** If adopted, the city is not required to maintain the landscape bufferyard easement area, however, the city would have the right to enforce the easement covenants.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2023-\_\_\_\_\_, authorizing certain officials to 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).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

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

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO 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)

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WHEREAS, the Common Council having approved a Final Plat for the Cape Crossing subdivision upon the application of Cape Crossing, LLC, on September 20, 2022, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Landscape Bufferyard Easement; and

WHEREAS, §15-5.0102A of the Unified Development Ordinance requires landscape bufferyards when a proposed Subdivision abuts an arterial roadway (West Ryan Road), and said landscape bufferyard or plating strip to be protected by a landscape bufferyard easement; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Landscape Bufferyard 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 Landscape Bufferyard Easement submitted by Cape Crossing, 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 Landscape Bufferyard 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.

Passed and adopted 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  
LANDSCAPE BUFFERYARD EASEMENT  
CAPE CROSSING, LLC  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 2

APPROVED:

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

ATTEST:

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

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

**LANDSCAPE BUFFERYARD EASEMENT**

**CAPE CROSSING**

This Landscape Bufferyard easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and Cape Crossing LLC, a Wisconsin Limited Liability Company, hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Landscape Bufferyard 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, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor is required by Section 15-5 0102A of the City of Franklin Unified Development Ordinance to provide a thirty (30) foot-wide planting strip adjacent to Ryan Road, and

WHEREAS, Cape Crossing LLC was the applicant for a proposed Final Plat as set forth in City of Franklin Resolution No 2022-7904, conditionally approving a Final Plat for Cape Crossing subdivision, and the Common Council adopted Resolution No 2022-7904, on September 20, 2022 Condition No. 11 of Resolution No 2022-7904 thereof providing:

The subdivider shall obtain Common Council approval of the proposed easements (Watermain, Sanitary Sewer, Storm Water Management Access, Storm Drainage, Conservation and Landscape Bufferyard) prior to recording this final plat and said easements; 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 Landscape Bufferyard Easement on, over, and across the protected property, desire to reserve the area for the planting of trees and shrubs and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this Landscape Bufferyard Easement, and

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

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 Landscape Bufferyard Easement in perpetuity on, over, and across the protected property

Grantee’s rights hereunder shall consist solely of the following

1. To establish and ensure the continuance of an area reserved for the planting of trees and shrubs for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining Cape Crossing by requiring this protected property to be open space in perpetuity, the protected property shall consist of natural existing vegetation and approved landscaping of trees, shrubs, fences, and/or berms, designed to provide a screen and buffer between Cape Crossing and Ryan Road,
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

- 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.

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:

- Construct or place buildings or any structure, beyond those buildings and structures and improvements as identified on any engineering or construction plans approved by the City of Franklin, including, without limitation, the civil engineering plans approved on September 20, 2022 as City of Franklin Resolution 2022-7904, are specifically permitted and allowed within the limits of the Easement Area in compliance with this Landscape Bufferyard Easement; these permitted items include a pedestrian path, sidewalk, and a subdivision monument sign,
- Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the, by the Plan Commission of the City of Franklin, 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 open space buffer value of the protected property to the occupants of land adjoining or neighboring the protected property including, but not limited to fences, berms, and the like

To have and to hold this Landscape Bufferyard 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 grant 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 Grantor.  
 Cape Crossing LLC  
 Attn. Steve DeCleene  
 N27 W24025 Paul Court, Suite 100  
 Pewaukee, WI 53072

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

In witness whereof, the grantor has set his hand and seals this on this date of \_\_\_\_\_, 20\_\_

Cape Crossing LLC

By: \_\_\_\_\_  
 Steve DeCleene – Managing Member

STATE OF WISCONSIN            )  
                                                   ) ss  
 \_\_\_\_\_ COUNTY        )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Steve DeCleene as Managing Member of Cape Crossing LLC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company

\_\_\_\_\_  
 Notary Public

My commission expires \_\_\_\_\_

**Acceptance**

The undersigned does hereby consent to and accepts the Landscape Bufferyard Easement granted and conveyed to it under and pursuant to the foregoing Grant of Landscape Bufferyard Easement. In consideration of the making of such Grant Of Landscape Bufferyard Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236 293 of the Wisconsin Statutes

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF FRANKLIN

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

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

STATE OF WISCONSIN        )  
                                          ) ss  
COUNTY OF MILWAUKEE    )

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

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin

Approved as to contents

\_\_\_\_\_  
Régulo Martínez-Montilva, Principal Planner  
Department of City Development

\_\_\_\_\_  
Date

Approved as to form only.

\_\_\_\_\_  
Jesse A Wesolowski  
City Attorney

\_\_\_\_\_  
Date



Exhibit A

(Description of the Property)

Cape Crossing, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No. \_\_\_\_\_, being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



Exhibit B

(Depiction of the Facilities)

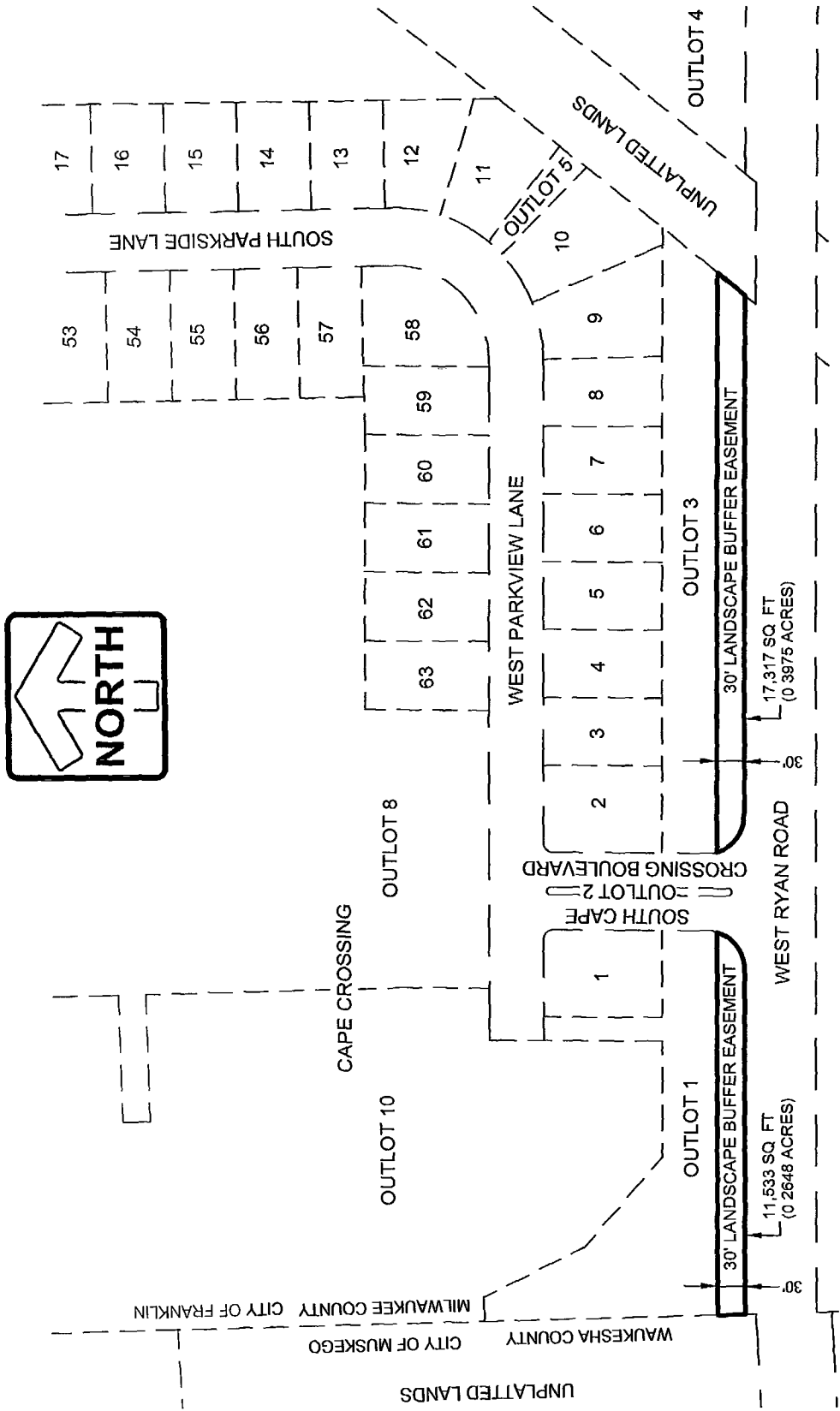


Exhibit C

(Description of Easement Area)

Being the South 30.00 feet of Outlot 1 and the South 30.00 feet of Outlot 3, both in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

<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;"><i>6/27/23</i></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>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)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.13.</i></p> <p style="text-align: center;">Ald. Dist. #6</p>

City Development staff recommends approval of the attached resolution to accept a conservation easement for and as part of the approval of a Final Plat for the Cape Crossing subdivision.

**FISCAL IMPACT:** If adopted, the city is not required to maintain the conservation easement area, however, the city would have the right to enforce the easement covenants.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2023-\_\_\_\_\_, 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 W Ryan Road (Cape Crossing LLC, property owner).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

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

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)

---

WHEREAS, the Common Council having approved a Final Plat for the Cape Crossing subdivision upon the application of Cape Crossing, LLC, on September 20, 2022, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect on-site wetlands, wetland buffers, wetland setbacks, 100-year flood plain and mature woodlands; and

WHEREAS, §15-7.0603B. of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the plat 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 Final Plat; 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 Cape Crossing, 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  
CAPE CROSSING, 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**

**CAPE CROSSING**

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Cape Crossing LLC, a Wisconsin Limited Liability Company, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of 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, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, mature woodland, 100-year floodplain, wetland, wetland buffer, and wetland setback as identified in the Natural Resource Protection Plan prepared by Stantec and dated August 14, 2017, which Plan is on file in the office of the City of Franklin Department of City Development, 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 conservation easement 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 conservation easement, and

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

WHEREAS, Citizens Bank of Mukwonago, mortgagee of the protected property ("Mortgagee"), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent"

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 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

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 its 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,
- 6 Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles

To have and to hold this conservation 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 grant 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 Grantor  
 Cape Crossing LLC  
 Attn Steve DeCleene  
 N27 W24025 Paul Court, Suite 100  
 Pewaukee, WI 53072

To Grantee  
 City of Franklin  
 Office of the City Clerk  
 9229 West Loomis Road  
 Franklin, Wisconsin 53132

In witness whereof, the Grantor has set his hand and seal on this date of \_\_\_\_\_, 20\_\_

Cape Crossing LLC

By \_\_\_\_\_  
 Steve DeCleene – Managing Member

STATE OF WISCONSIN            )  
                                                   ) ss  
 \_\_\_\_\_ COUNTY            )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Steve DeCleene, as Managing Member of Cape Crossing LLC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said limited liability company

\_\_\_\_\_  
 Notary Public

My commission expires \_\_\_\_\_

**Acceptance**

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

CITY OF FRANKLIN

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

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

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF MILWAUKEE )

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

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin

Approved as to contents

\_\_\_\_\_  
Régulo Martínez-Montilva  
Principal Planner  
Department of City Development

\_\_\_\_\_  
Date

Approved as to form only

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

\_\_\_\_\_  
Date





Exhibit A

(Description of the Property)

Cape Crossing, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No. \_\_\_\_\_, being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Exhibit B

(Depiction of the Facilities)

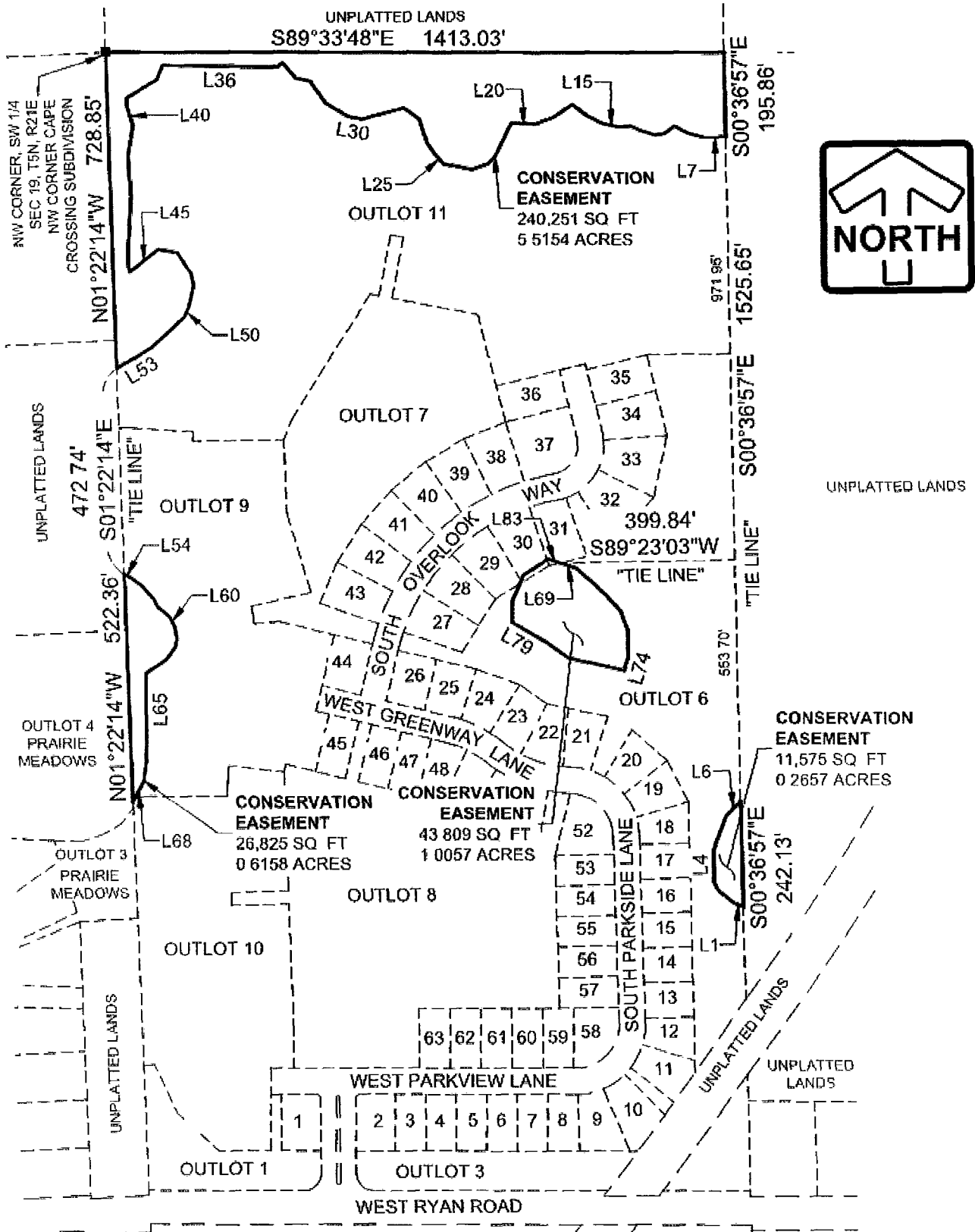


Exhibit B

(Depiction of the Facilities)

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	24 27'	N66°27'18"W
L2	42 34'	N50°44'56"W
L3	22 04'	N26°51'28"W
L4	75 46'	N01°02'12"W
L5	82 53'	N21°13'43"E
L6	47 70'	N45°14'33"E
L7	49 94'	S89°20'34"W
L8	37 13'	N74°52'12"W
L9	36 06'	N62°34'43"W
L10	27 12'	S53°06'29"W
L11	24 21'	S82°57'42"W
L12	33 04'	N72°28'54"W
L13	25 56'	N64°58'04"W
L14	25 61'	S86°23'33"W
L15	37 16'	N78°33'11"W
L16	37 13'	N64°26'14"W
L17	47 02'	N52°06'38"W
L18	55 36'	S55°54'26"W
L19	39 75'	S70°27'29"W
L20	56 54'	N88°39'49"W
L21	86 03'	S26°30'50"W
L22	22 73'	S44°10'20"W
L23	38 45'	S70°56'49"W
L24	66 25'	N78°34'13"W
L25	31 50'	N41°25'40"W
L26	31 43'	N34°36'21"W
L27	56 61'	N16°50'25"W
L28	44 73'	N52°40'09"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L29	95 95'	S74°41'05"W
L30	35 04'	N79°54'31"W
L31	60 44'	N58°32'51"W
L32	61 23'	N33°29'20"W
L33	34 52'	N78°33'30"W
L34	47 15'	N40°18'49"W
L35	14 42'	S47°23'30"W
L36	263 26'	N88°44'14"W
L37	35 72'	S21°44'30"W
L38	80 19'	S59°23'48"W
L39	19 02'	S01°58'56"E
L40	48 03'	S16°00'45"E
L41	70 23'	S09°39'15"W
L42	97 48'	S03°41'59"E
L43	123 03'	S03°49'48"W
L44	47 78'	S02°33'07"E
L45	83 60'	N52°18'13"E
L46	44 00'	S80°12'07"E
L47	56 57'	S32°42'28"E
L48	29 19'	S12°55'46"E
L49	52 21'	S13°23'58"W
L50	23 00'	S27°19'41"W
L51	80 00'	S46°36'45"W
L52	21 85'	S46°34'00"W
L53	93 31'	S59°27'06"W
L54	14 02'	S63°25'17"E
L55	30 18'	S51°16'12"E
L56	44 43'	S41°30'48"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L57	22 68'	S28°48'31"E
L58	13 58'	S54°49'18"E
L59	20 00'	S48°02'16"E
L60	21 20'	S24°16'30"E
L61	31 19'	S09°58'11"E
L62	18 00'	S11°02'26"W
L63	36 60'	S35°05'53"W
L64	57 20'	S56°52'24"W
L65	163 26'	S00°02'21"E
L66	37 46'	S03°01'16"W
L67	45 76'	S07°26'35"W
L68	53 39'	S26°33'03"W
L69	39 38'	S71°42'51"E
L70	92 59'	S46°55'30"E
L71	49 30'	S41°51'07"E
L72	45 05'	S18°25'44"E
L73	61 67'	S00°44'14"E
L74	31 71'	S18°16'04"W
L75	50 23'	N77°11'42"W
L76	79 25'	N77°11'42"W
L77	69 98'	N54°31'41"W
L78	19 56'	N59°37'06"W
L79	62 78'	N59°37'06"W
L80	49 04'	N00°00'10"E
L81	64 94'	N24°07'00"E
L82	67 68'	N57°03'07"E
L83	29 42'	S71°42'51"E

## Exhibit C


### (Description of Easement Area)

#### Legal Description of the Conservation Easement.

Being a part of Outlot 6, Outlot 9, Outlot 10 and Outlot 11 and a part of Lots 29, 30 and 31 in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northwest corner of Cape Crossing, a subdivision, said point being the northwest corner of the Southwest 1/4 of said Section 19; thence South 89°33'48" East along the north line of said Cape Crossing, 1413.03 feet; thence South 00°36'57" East along the east line of said subdivision, 195.86 feet to a point; thence continuing South 00°36'57" East along said east line and a "Tie Line", 1525.65 feet to a point; thence continuing South 00°36'57" East, 242.13 feet; thence North 66°27'18" West, 24.27 feet; thence North 50°44'56" West, 42.34 feet; thence North 26°51'28" West, 22.04 feet; thence North 01°02'12" West, 75.46 feet; thence North 21°13'43" East, 82.53 feet; thence North 45°14'33" East, 47.70 feet to a point; thence North 00°36'57" West along the aforesaid "Tie Line", 553.70 feet to a point; thence South 89°23'03" West along a "Tie Line", 399.84 feet to a point; thence South 71°42'51" East, 39.38 feet; thence South 46°55'30" East, 92.59 feet; thence South 41°51'07" East, 49.30 feet; thence South 18°25'44" East, 45.05 feet; thence South 00°44'14" East, 61.67 feet; thence South 18°16'04" West, 31.71 feet; thence North 77°11'42" West, 50.23 feet; thence North 77°11'42" West, 79.25 feet; thence North 54°31'41" West, 69.98 feet; thence North 59°37'06" West, 19.56 feet; thence North 59°37'06" West, 62.78 feet; thence North 00°00'10" East, 49.04 feet; thence North 24°07'00" East, 64.94 feet; thence North 57°03'07" East, 67.68 feet; thence South 71°42'51" East, 29.42 feet; thence North 89°23'03" East along said "Tie Line", 399.84 feet to a point; thence North 00°36'57" West along said "Tie Line", 971.95 feet to a point; thence South 89°20'34" West, 49.94 feet; thence North 74°52'12" West, 37.13 feet; thence North 62°34'43" West, 36.06 feet; thence South 53°06'29" West, 27.12 feet; thence South 82°57'42" West, 24.21 feet; thence North 72°28'54" West, 33.04 feet; thence North 64°58'04" West, 25.56 feet; thence South 86°23'33" West, 25.61 feet; thence North 78°33'11" West, 37.16 feet; thence North 64°26'14" West, 37.13 feet; thence North 52°06'38" West, 47.02 feet; thence South 55°54'26" West, 55.36 feet; thence South 70°27'29" West, 39.75 feet; thence North 88°39'49" West, 56.54 feet; thence South 26°30'50" West, 86.03 feet; thence South 44°10'20" West, 22.73 feet, thence South 70°56'49" West, 38.45 feet; thence North 78°34'13" West, 66.25 feet; thence North 41°25'40" West, 31.50 feet; thence North 34°36'21" West, 31.43 feet; thence North 16°50'25" West, 56.61 feet; thence North 52°40'09" West, 44.73 feet; thence South 74°41'05" West, 95.95 feet; thence North 79°54'31" West, 35.04 feet; thence North 58°32'51" West, 60.44 feet; thence North 33°29'20" West, 61.23 feet; thence North 78°33'30" West, 34.52 feet; thence North 40°18'49" West, 47.15 feet; thence South 47°23'30" West, 14.42 feet; thence North 88°44'14" West, 263.26 feet; thence South 21°44'30" West, 35.72 feet; thence South 59°23'48" West, 80.19 feet; thence South 01°58'56" East, 19.02 feet; thence South 16°00'45" East, 48.03 feet; thence South 09°39'15" West, 70.23 feet; thence South 03°41'59" East, 97.48 feet; thence South 03°49'48" West, 123.03 feet; thence South 02°33'07" East, 47.78 feet; thence North 52°18'13" East, 83.60 feet; thence South 80°12'07" East, 44.00 feet; thence South 32°42'28" East, 56.57 feet; thence South 12°55'46" East, 29.19 feet; thence South 13°23'58" West, 52.21 feet; thence South 27°19'41" West, 23.00 feet; thence South 46°36'45" West, 80.00 feet, thence South 46°34'00" West, 21.85 feet; thence South 59°27'06" West, 93.31 feet to the west line of said subdivision; thence South 01°22'14" East along said west line and a "Tie Line", 472.74 feet to a point; thence South 63°25'17" East, 14.02 feet; thence South 51°16'12" East, 30.18 feet; thence South 41°30'48" East, 44.43 feet; thence South 28°48'31" East, 22.68 feet; thence South 54°49'18" East,

13.58 feet; thence South 48°02'16" East, 20.00 feet; thence South 24°16'30" East, 21.20 feet; thence South 09°58'11" East, 31.19 feet; thence South 11°02'26" West, 18.00 feet; thence South 35°05'53" West, 36.60 feet; thence South 56°52'24" West, 57.20 feet; thence South 00°02'21" East, 163.26 feet; thence South 03°01'16" West, 37.46 feet; thence South 07°26'35" West, 45.76 feet; thence South 26°33'03" West, 53.39 feet to the aforesaid west line of the subdivision; thence North 01°22'14" West along said west line, 522.36 feet to a point; thence continuing North 01°22'14" West along said west line and the aforesaid "Tie Line", 472.74 feet to a point; thence North 01°22'14" West along said west line, 728.85 feet to the Point of Beginning.

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 6/27/23
<b>Reports &amp; Recommendations</b>	<b>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 (TKNs 890 9991 001 and 890 9991 002)</b>	<b>ITEM NO.</b> Ald. Dist. 6  G.14.

**BACKGROUND**

Pursuant to the approval of the Cape Crossing subdivision, easements are required to construct, maintain, and operate public emergency access/pedestrian path, sanitary sewer, storm drainage, and water main facilities. It is necessary to install public emergency access/pedestrian path, sanitary sewer, storm drainage, and water main easements on properties located at 12200 W. Ryan Road (TKNs 890 9991 001 and 890 9991 002).

Additionally, the City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in their individual ordinances and rules. These facilities as designed may be for quantity and/or quality control. In the City of Franklin these are typically wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As a MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the City's Ordinance is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, or a subdivision homeowners association to maintain the storm water facilities in perpetuity per a prescribed maintenance agreement. The access easement allows for the City the right of entry in and across the easement area to access the storm water management facilities, and, if needed to inspect, maintain, or repair the facilities.

**ANALYSIS**

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said agreement and easements, and have them recorded with the Register of Deeds for Milwaukee County.

**FISCAL NOTE**

None

**RECOMMENDATION**

Motion to adopt Resolution No. 2023 - \_\_\_\_\_, 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 (TKNs 890 9991 001 and 890 9991 002)

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

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

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 (TKNS 890 9991 001 AND 890 9991 002)

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WHEREAS, easements are required to construct, maintain and operate public emergency access/pedestrian path, sanitary sewer, storm drainage, and water main facilities on properties located at 12200 W. Ryan Road; and

WHEREAS, it is necessary to install said easements on said properties; and

WHEREAS, storm water facilities are required to meet quantity and quality standards; and

WHEREAS, a maintenance agreement is developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, an access easement is necessary to allow the City right of entry in and across the easement area to access the storm water management facilities.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept said agreement and easements, and, therefore the Mayor and City Clerk are hereby authorized and directed to execute the agreement and easements, accepting them on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said agreement and easements with the Register of Deeds for Milwaukee County.

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

**STORM WATER FACILITIES  
MAINTENANCE AGREEMENT**

**CAPE CROSSING SUBDIVISION**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CAPE CROSSING LLC, hereinafter called the “Owner”, and the City of Franklin, hereinafter called the “City”.

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit.

Cape Crossing, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No. \_\_\_\_\_, being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Hereinafter called the “Property”.

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision known as CAPE CROSSING hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit “B” and more particularly described on Exhibit “C”; and

WHEREAS, the City and the Owner, its successors and assigns (“successors and assigns” meaning to include any homeowners’ association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8 0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows.

- 1 The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan last revised October 25, 2022 and erosion control plan last revised October 25, 2022 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
- 2 The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit “A” and by this

reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.

3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may.
  - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall

reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder

- 7 This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
- 8 This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s)

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written

SEALED IN PRESENCE OF:

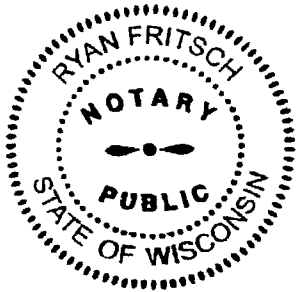
CAPE CROSSING LLC, Owner

NO SEAL

By. [Signature]  
Name Steve DeCesene

STATE OF WISCONSIN)ss  
Waukesha COUNTY)

Personally came before me this 14th day of June, 2023, the above named Steve DeCesene President, Nanna Investments, Inc. <sup>is sole member</sup> to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated



[Signature] Ryan Fritsch  
Notary Public, Waukesha County, WI  
My commission expires: 3/14/2025

CITY OF FRANKLIN

By. \_\_\_\_\_ (Seal)  
Name: John R. Nelson  
Title: Mayor

COUNTERSIGNED

By. \_\_\_\_\_ (Seal)  
Name: Karen L. Kastenson  
Title: City Clerk

STATE OF WISCONSIN)ss.  
MILWAUKEE COUNTY)

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

\_\_\_\_\_  
Notary Public, Milwaukee County, WI

My commission expires \_\_\_\_\_

This instrument was drafted by the City Engineer for the City of Franklin  
Form approved \_\_\_\_\_  
Jesse A Wesolowski, City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT  
STORMWATER MANAGEMENT PONDS  
City of Franklin**

Name of Development \_\_\_\_\_

Responsible Party Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No \_\_\_\_\_ Fax No \_\_\_\_\_ E-mail \_\_\_\_\_

Inspector Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No \_\_\_\_\_ Fax No \_\_\_\_\_ E-mail \_\_\_\_\_

Basin Location General Address \_\_\_\_\_ Section No \_\_\_\_\_

Normal Pool  Yes  No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1 Embankment and Emergency spillway			
1 Vegetation and ground cover adequate			
2 Embankment erosion			
3 Animal burrows			
4 Unauthorized plantings			
5 Cracking, bulging, or sliding of dam			
1 Upstream face			
2 Downstream face			
3 At or beyond toe			
Upstream			
Downstream			
4 Emergency spillway			
6 Pond, toe & chimney drains functioning			
7 Seeps/leaks on downstream face			
8 Slope protection or riprap failures			
9 Emergency spillway clear of debris			
10 Other (specify)			
2 Riser and principal spillway			
Type Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1 Low flow orifice obstructed			
2 Primary outlet structure			
1 Debris removal necessary			
2 Corrosion control			
3 Trash rack maintenance			
1 Debris removal necessary			
2 Corrosion control			
3 Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

EXHIBIT "A-1"

**OPERATION AND MAINTENANCE PLAN  
STORM WATER MANAGEMENT  
City of Franklin**

This operation and maintenance plan prescribes the minimum maintenance requirements the Owner(s), its successors and assigns, must meet to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure the storm water best management practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the storm water practices for maintenance vehicles shall be from the public road right of ways over the drainage easements to the top of berm and to the pond structures. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s), its successors and assigns, to enforcement of the provisions listed in this Agreement by the City of Franklin.

***System Description***

The wet detention ponds are designed to trap a minimum of 80% of sediment in runoff and maintain pre-development downstream peak flows. The dry pond is designed to maintain pre-development downstream peak flows. Storm pipes convey runoff. In addition to runoff conveyance, the grass swales also allow for infiltration and filtering of pollutants especially during smaller storm events. The wet ponds will trap the smaller and finer suspended solids. In order for the wet ponds to be effective, the pond size, water level and outlet structure must be maintained.

***Minimum Maintenance Requirements***

To ensure the proper long-term function of the storm water best management practices, the following activities must be completed:

1. Inspect inlets, manholes, pipes, and end sections at least twice a year and after heavy rainfall. Repair any deterioration threatening structural integrity immediately, replace worn or cracked frames and lids, re-set any shifted frames, repair spalled or cracked mortar, repair or replace cracked rings, repair leaking joints, clean manholes, pipes and storm inlet inverts of deposited material, remove potential sources of contamination away from inlets and manholes. Remove any obstructions from end sections, reset end sections that have separated from storm pipe, repair scour areas immediately. Replace missing soil with clean fill and replace/install end treatment. Missing armoring will require additional stone, typically one class larger.
2. All pond inlet and outlet pipes must be checked semi-annually to ensure there is no blockage from floating debris or ice, especially in front of the dewatering holes and the trash rack on the risers. Any blockage must be removed immediately.
3. Grass swales and drainage easements shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
4. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream ponds. Erosion matting is recommended for repairing grassed areas.

- 5 No trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
- 6 Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
- 7 If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals, repair of the liner with clay, and embedding wire mesh in the liner to deter further burrowing. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
- 8 If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the ponds and deposited where it cannot drain back into the ponds. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the water's edge for safety and pollutant removal purposes.
- 9 If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bt soil bacteria is recommended.
- 10 When sediment in the pond has accumulated to an elevation of 3.5 feet below the outlet elevation, it must be removed. All wet portions of the ponds are six feet deep from the invert of the lowest dewatering hole. Measurements to check the depth of sediment can be completed by starting at the elevation of the lowest dewatering hole and measuring down to the sediment level within the ponds. It is anticipated that sediment may need to be removed in approximate 20 year cycles. All sediment must be removed from the site or placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the pond. Meet Wisconsin Administrative Code NR 500 for disposal requirements. A two foot clay liner has been installed in all of the ponds. When performing sediment removal, the contractors must review the approved construction plans for the site to determine the original shape of the pond and the original design depth of the pond so that the excavation does not disturb the clay liner. An engineer and/or surveyor with experience in storm water ponds can provide technical assistance in reviewing the plans and providing staking and elevation guidance during excavation. Excavation below the original design depth is prohibited unless a geotechnical analysis is completed per Wisconsin DNR Technical Standard No. 1001 and any changes in the design are reviewed and approved by the City of Franklin.
- 11 No grading or filling of the ponds or berms other than for sediment removal is allowed, unless otherwise approved by the City of Franklin.
- 12 Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the ponds may attract nuisance populations of geese to the property and is not necessary or recommended.
- 13 Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Franklin under the provisions listed in this Agreement.
- 14 Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below.



- 1 Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface)
- 11 If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the lowest pond outlet.
- 111 Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
- 1V Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.

**Exhibit "B"**  
**Location Map**  
**Storm Water Management Practices Covered by this Agreement**

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include four wet detention ponds, one dry pond, and all associated outlet pipes, earthen berms and other components of these practices.



**Project Name Cape Crossing**  
**Storm Water Practices Wet detention ponds and dry pond**  
**Location of Practices Storm Water Management Access Easements**

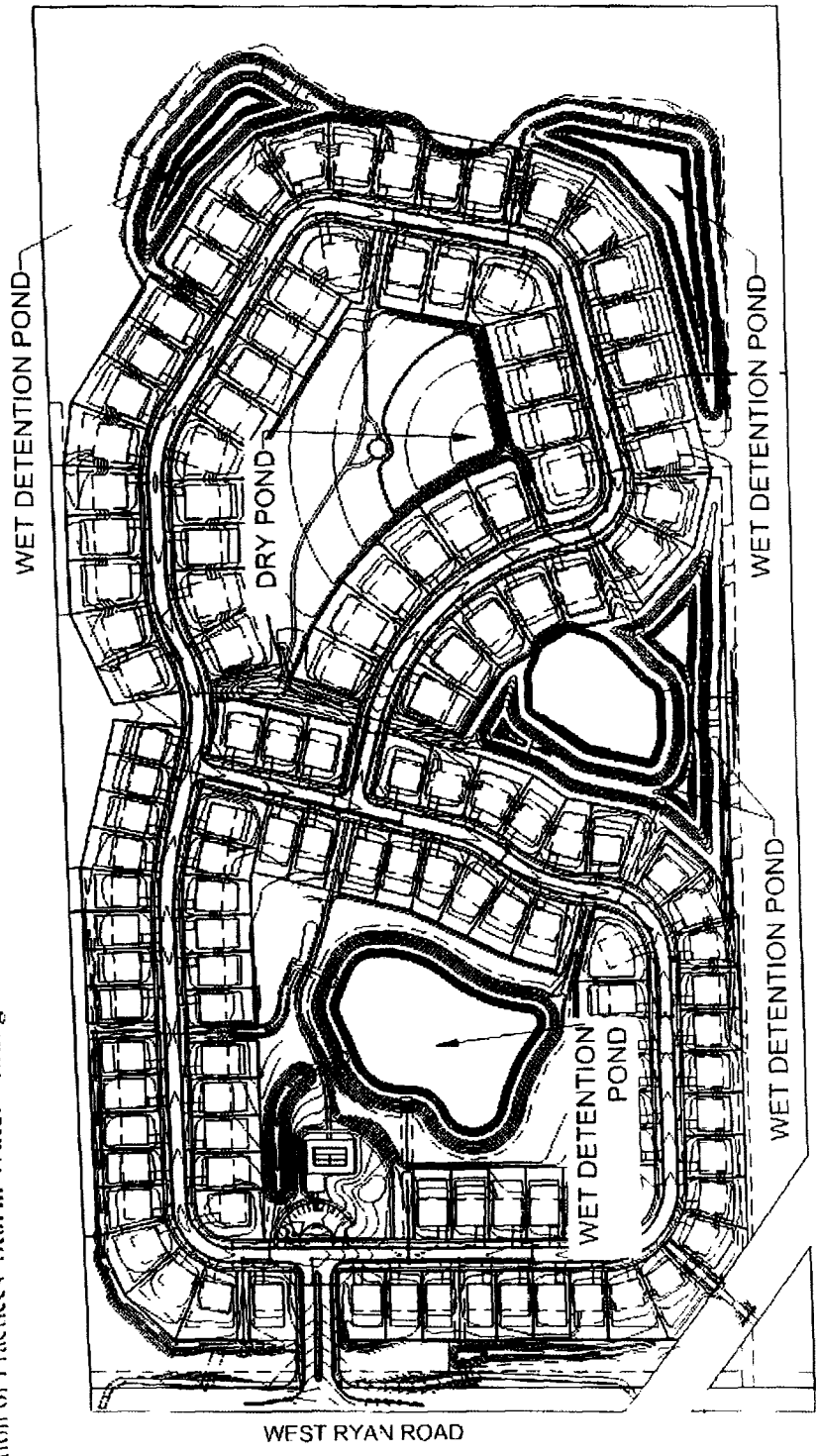


EXHIBIT "C"

**LEGAL DESCRIPTION & DEPICTION OF THE STORM WATER  
MANAGEMENT ACCESS EASEMENTS**

**These easements are also recorded by a separate document called "Storm Water Management Access Easement".**

Legal Description of the Storm Water Management Access Easements

Being a part of Outlot 8 in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of said Outlot 8; thence North 22°40'37" East along a "Tie Line", 348.12 feet to the Point of Beginning #1;  
Thence North 67°23'36" East, 38.71 feet; thence North 22°36'24" West, 20.00 feet; thence South 67°23'36" West, 39.00 feet; thence North 23°02'43" West, 73.39 feet to a point on a curve; thence northeasterly 68.70 feet along the arc of said curve to the right, whose radius is 82.00 feet and whose chord bears North 00°57'18" East, 66.71 feet; thence North 24°57'18" East, 19.79 feet; thence South 65°02'42" East, 38.90 feet; thence North 24°57'18" East, 20.00 feet; thence North 65°02'42" West, 39.00 feet to a point on a curve, thence northeasterly 15.24 feet along the arc of said curve to the right, whose radius is 518.00 feet and whose chord bears North 23°00'23" East, 15.24 feet to a point on a compound curve; thence northeasterly 120.52 feet along the arc of said compound curve to the right, whose radius is 110.00 feet and whose chord bears North 53°33'00" East, 114.58 feet to a point on a compound curve; thence southeasterly 187.27 feet along the arc of said compound curve to the right, whose radius is 237.96 feet and whose chord bears South 72°31'07" East, 182.48 feet to a point on a reverse curve; thence southeasterly 145.73 feet along the arc of said reverse curve to the left, whose radius is 235.00 feet and whose chord bears South 67°44'18" East, 143.40 feet to a point on a reverse curve; thence southeasterly 36.52 feet along the arc of said reverse curve to the right, whose radius is 74.00 feet and whose chord bears South 71°21'51" East, 36.15 feet; thence North 40°45'42" East, 33.81 feet; thence North 13°07'32" East, 134.15 feet to the north line of said Outlot 8 and a point on a curve; thence southeasterly 20.13 feet along said north line and the arc of said curve to the left, whose radius is 320.00 feet and whose chord bears South 83°23'28" East, 20.13 feet; thence South 13°07'32" West, 146.93 feet, thence South 03°51'46" West, 84.42 feet to a point on a curve; thence southwesterly 44.57 feet along the arc of said curve to the right, whose radius is 70.00 feet and whose chord bears South 22°06'14" West, 43.82 feet to a point on a reverse curve; thence southwesterly 139.54 feet along the arc of said reverse curve to the left, whose radius is 290.00 feet and whose chord bears South 26°33'38" West, 138.20 feet to a point on a reverse curve; thence southwesterly 279.51 feet along the arc of said reverse curve to the right, whose radius is 110.00 feet and whose chord bears South 85°34'16" West, 210.16 feet to a point on a reverse curve, thence northwesterly 17.94 feet along the arc of said reverse curve to the left, whose radius is 18.00 feet and whose chord bears North 50°11'02" West, 17.21 feet, thence North 00°28'15" East, 38.32 feet, thence North 89°31'45" West, 20.00 feet; thence South 00°28'15" West, 38.00 feet to a point on a curve; thence northwesterly 171.93 feet along the arc of said

curve to the right, whose radius is 142.00 feet and whose chord bears North 55°12'26" West, 161.62 feet to the Point of Beginning #1

ALSO

Being a part of Outlot 6 in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows.

Beginning at the northeast corner of Lot 32 of said Cape Crossing, said point being the Point of Beginning #2; thence North 13°08'20" East, 135.73 feet; thence North 86°06'34" East, 20.80 feet; thence South 00°37'51" East, 406.93 feet; thence North 89°22'09" East, 20.00 feet; thence South 00°37'51" East, 20.00 feet; thence South 89°22'09" West, 20.00 feet; thence South 00°37'51" East, 384.52 feet to the south line of said Outlot 6; thence North 26°45'53" West along said south line, 83.60 feet; thence North 48°23'53" West, 133.09 feet; thence South 23°42'15" West, 131.32 feet to the north right-of-way line of West Greenway Lane and a point on a curve; thence northwesterly 20.01 feet along said north right-of-way line and the arc of said curve to the left, whose radius is 160.00 feet and whose chord bears North 66°17'45" West, 20.00 feet; thence North 23°42'15" East, 132.53 feet; thence North 77°44'00" West, 159.01 feet; thence North 54°31'41" West, 76.36 feet; thence North 69°46'49" West, 106.11 feet; thence North 75°56'25" West, 50.23 feet; thence North 32°38'07" East, 5.72 feet; thence South 73°56'24" East, 14.67 feet; thence North 75°24'36" East, 54.48 feet; thence North 14°35'24" West, 20.00 feet; thence South 75°24'36" West, 49.00 feet; thence North 73°56'24" West, 3.24 feet; thence North 32°38'07" East, 149.91 feet; thence North 58°58'19" East, 65.60 feet; thence South 24°07'00" West, 43.40 feet; thence South 00°00'10" West, 49.04 feet; thence South 59°37'06" East, 82.34 feet; thence South 54°31'41" East, 69.98 feet; thence South 77°11'42" East, 129.48 feet; thence North 18°16'04" East, 31.71 feet; thence North 00°44'14" West, 61.67 feet; thence North 18°25'44" West, 45.05 feet; thence North 41°51'07" West, 49.30 feet; thence North 46°55'30" West, 92.59 feet; thence North 71°42'51" West, 39.38 feet; thence North 76°01'15" East, 85.97 feet; thence South 25°21'38" East, 39.65 feet; thence North 64°38'22" East, 20.00 feet; thence North 25°21'38" West, 36.25 feet; thence North 42°29'37" East, 166.46 feet to the Point of Beginning #2.

ALSO:

Being a part of Outlot 6 and Outlot 11 in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northeast corner of Lot 35 of said Cape Crossing, said point being the Point of Beginning #3; thence North 13°50'10" West, 275.83 feet; thence North 40°54'36" West, 146.20 feet; thence North 68°30'44" West, 137.41 feet; thence South 11°12'19" West, 142.98 feet; thence North 78°47'41" West, 20.00 feet; thence North 11°12'19" East, 142.00 feet; thence North 78°47'41" West, 50.08 feet; thence North 45°17'47" East, 83.58 feet; thence North 68°59'24" East, 84.00 feet; thence South 86°44'42" East, 189.00 feet; thence South 66°00'01" East, 78.00 feet; thence South 48°41'35" East, 50.00 feet; thence South 00°37'51" East, 560.00 feet; thence South 89°22'09" West, 56.93 feet to the west line of said Outlot 6, thence North 13°50'10" West along said west line, 109.00 feet to the Point of Beginning #3

ALSO

Being a part of Lot 36, Lot 37, Lot 38 and Outlot 7 in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northeast corner of said Outlot 7, said point being the Point of Beginning #4; thence South 13°50'10" East along the east line of said Outlot 7, 241.58 feet, thence South 70°00'20" East, 24.11 feet; thence South 16°59'13" East, 141.28 feet to the west right-of-way line of South Bend Way and a point on a curve, thence southwesterly 20.00 feet along said west right-of-way line and the arc of said curve to the left, whose radius is 520.00 feet and whose chord bears South 74°06'55" West, 20.00 feet, thence North 16°59'13" West along the west line of Lot 37, 130.92 feet; thence North 70°00'20" West, 16.68 feet to the south line of said Outlot 7, thence South 68°33'03" West along said south line, 89.64 feet; thence South 59°37'36" West along said south line, 103.01 feet; thence South 50°42'08" West along said south line, 54.00 feet; thence North 20°40'20" West, 72.00 feet, thence North 10°09'27" West, 35.53 feet to a point on a curve; thence northeasterly 18.95 feet along the arc of said curve to the right, whose radius is 14.00 feet and whose chord bears North 28°37'33" East, 17.54 feet to a point on a reverse curve; thence northeasterly 48.65 feet along the arc of said reverse curve to the left, whose radius is 27.00 feet and whose chord bears North 15°47'12" East, 42.33 feet to a point on a reverse curve; thence northwesterly 55.67 feet along the arc of said reverse curve to the right, whose radius is 58.00 feet and whose chord bears North 08°20'14" West, 53.56 feet to a point on a compound curve; thence northeasterly 156.05 feet along the arc of said compound curve to the right, whose radius is 248.00 feet and whose chord bears North 37°11'13" East, 153.48 feet; thence North 55°12'46" East, 76.52 feet to the north line of said Outlot 7; thence South 78°47'41" East along said north line, 30.04 feet to the Point of Beginning #4.

ALSO:

Being a part of Outlot 11 in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at a northwest corner of Outlot 7 of said Cape Crossing; thence South 89°32'31" West, 250.65 feet along a "TIE LINE" to the Point of Beginning #5; thence South 32°37'57" West, 20.00 feet, thence North 57°22'03" West, 142.00 feet, thence South 32°37'57" West, 31.10 feet; thence North 22°58'58" West, 108.00 feet; thence North 20°52'50" East, 196.00 feet; thence North 36°16'10" East, 141.00 feet; thence North 53°34'57" East, 65.00 feet, thence North 73°39'07" East, 76.00 feet; thence South 73°18'29" East, 25.00 feet; thence South 40°09'13" East, 60.00 feet; thence South 60°47'24" East, 105.00 feet, thence South 11°12'19" West, 30.00 feet; thence North 78°47'41" West, 25.00 feet; thence South 73°50'02" West, 146.26 feet; thence South 45°22'50" West, 138.33 feet, thence South 32°37'57" West, 173.90 feet; thence South 57°22'03" East, 142.00 feet to the Point of Beginning #5

EXHIBIT "C"

DEPICTION OF THE STORM WATER MANAGEMENT ACCESS EASEMENTS

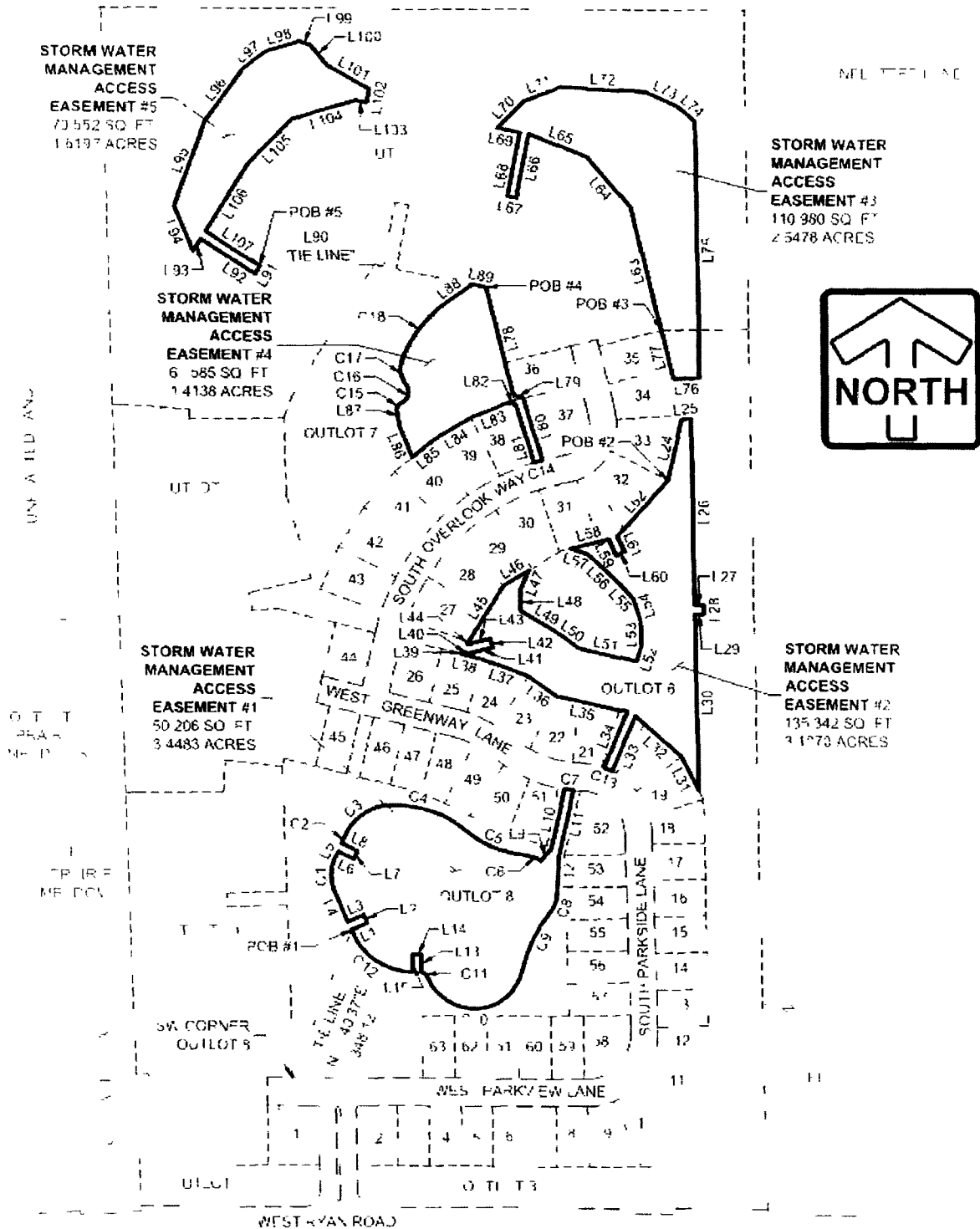


EXHIBIT "C"

DEPICTION OF THE STORM WATER MANAGEMENT ACCESS EASEMENTS

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	68 70'	82 00'	N00°57'18"E	66.71'
C2	15 24'	518 00'	N23°00'23"E	15 24'
C3	120 52'	110.00'	N53°33'00"E	114 58'
C4	187 27'	237.96'	S72°31'07"E	182.48'
C5	145.73'	235.00'	S67°44'18"E	143.40'
C6	36 52'	74 00'	S71°21'51"E	36 15'
C7	20 13'	320 00'	S83°23'28"E	20.13'
C8	44 57'	70 00'	S22°06'14"W	43.82'
C9	139 54'	290 00'	S26°33'38"W	138.20'
C10	279 51'	110 00'	S85°34'16"W	210 16'
C11	17 94'	18.00'	N50°11'02"W	17.21'
C12	171 93'	142 00'	N55°12'26"W	161.62'
C13	20 01'	160.00'	N66°17'45"W	20.00'
C14	20 00'	520.00'	S74°06'55"W	20.00'
C15	18 95'	14 00'	N28°37'33"E	17 54'
C16	48 65'	27.00'	N15°47'12"E	42 33'
C17	55 67'	58 00'	N08°20'14"W	53.56'
C18	156 05'	248.00'	N37°11'13"E	153 48'

EXHIBIT "C"

DEPICTION OF THE STORM WATER MANAGEMENT ACCESS EASEMENTS

LINE TABLE			LINE TABLE		
LINE NO	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L1	N67°23'36"E	38 71'	L26	S00°37'51"E	406 93'
L2	N22°36'24"W	20 00'	L27	N89°22'09"E	20 00'
L3	S67°23'36"W	39 00'	L28	S00°37'51"E	20.00'
L4	N23°02'43"W	73 39'	L29	S89°22'09"W	20 00'
L5	N24°57'18"E	19.79'	L30	S00°37'51"E	384 52'
L6	S65°02'42"E	38 90'	L31	N26°45'53"W	83.60'
L7	N24°57'18"E	20 00'	L32	N48°23'53"W	133 09'
L8	N65°02'42"W	39 00'	L33	S23°42'15"W	131 32'
L9	N40°45'42"E	33 81'	L34	N23°42'15"E	132.53'
L10	N13°07'32"E	134.15'	L35	N77°44'00"W	159.01'
L11	S13°07'32"W	146.93'	L36	N54°31'41"W	76 36'
L12	S03°51'46"W	84.42'	L37	N69°46'49"W	106.11'
L13	N00°28'15"E	38 32'	L38	N75°56'25"W	50 23'
L14	N89°31'45"W	20 00'	L39	N32°38'07"E	5.72'
L15	S00°28'15"W	38.00'	L40	S73°56'24"E	14.67'
L24	N13°08'20"E	135 73'	L41	N75°24'36"E	54 48'
L25	N86°06'34"E	20 80'	L42	N14°35'24"W	20 00'



EXHIBIT "C"

DEPICTION OF THE STORM WATER MANAGEMENT ACCESS EASEMENTS

LINE TABLE		
LINE NO	BEARING	DISTANCE
L43	S75°24'36"W	49 00'
L44	N73°56'24"W	3 24'
L45	N32°38'07"E	149 91'
L46	N58°58'19"E	65.60'
L47	S24°07'00"W	43.40'
L48	S00°00'10"W	49.04'
L49	S59°37'06"E	82.34'
L50	S54°31'41"E	69.98'
L51	S77°11'42"E	129 48'
L52	N18°16'04"E	31.71'
L53	N00°44'14"W	61.67'
L54	N18°25'44"W	45.05'
L55	N41°51'07"W	49.30'
L56	N46°55'30"W	92.59'
L57	N71°42'51"W	39.38'
L58	N76°01'15"E	85.97'
L59	S25°21'38"E	39 65'
L60	N64°38'22"E	20 00'
L61	N25°21'38"W	36.25'
L62	N42°29'37"E	166 46'
L63	N13°50'10"W	275 83'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L64	N40°54'36"W	146 20'
L65	N68°30'44"W	137.41'
L66	S11°12'19"W	142.98'
L67	N78°47'41"W	20.00'
L68	N11°12'19"E	142.00'
L69	N78°47'41"W	50.08'
L70	N45°17'47"E	83 58'
L71	N68°59'24"E	84 00'
L72	S86°44'42"E	189 00'
L73	S66°00'01"E	78.00'
L74	S48°41'35"E	50.00'
L75	S00°37'51"E	560.00'
L76	S89°22'09"W	56.93'
L77	N13°50'10"W	109.00'
L78	S13°50'10"E	241 58'
L79	S70°00'20"E	24 11'
L80	S16°59'13"E	141 28'
L81	N16°59'13"W	130.92'
L82	N70°00'20"W	16.68'
L83	S68°33'03"W	89.64'
L84	S59°37'36"W	103.01'

EXHIBIT "C"

DEPICTION OF THE STORM WATER MANAGEMENT ACCESS EASEMENTS

LINE TABLE		
LINE NO	BEARING	DISTANCE
L85	S50°42'08"W	54 00'
L86	N20°40'20"W	72.00'
L87	N10°09'27"W	35.53'
L88	N55°12'46"E	76.52'
L89	S78°47'41"E	30.04'
L90	S89°32'31"W	250 65'
L91	S32°37'57"W	20 00'
L92	N57°22'03"W	142 00'
L93	S32°37'57"W	31.10'
L94	N22°58'58"W	108 00'
L95	N20°52'50"E	196.00'
L96	N36°16'10"E	141.00'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L97	N53°34'57"E	65.00'
L98	N73°39'07"E	76.00'
L99	S73°18'29"E	25.00'
L100	S40°09'13"E	60.00'
L101	S60°47'24"E	105 00'
L102	S11°12'19"W	30.00'
L103	N78°47'41"W	25 00'
L104	S73°50'02"W	146.26'
L105	S45°22'50"W	138.33'
L106	S32°37'57"W	173.90'
L107	S57°22'03"E	142.00'

Document Number	<b>PUBLIC EMERGENCY ACCESS/PEDESTRIAN PATH EASEMENT</b>	
	Document Name	

This Public Emergency Access/Pedestrian Path Easement (the "Easement") by and between **Cape Crossing, LLC**, a Wisconsin Limited Liability Company (the "Grantor"), and the **City of Franklin**, (the "Grantee") is entered into by and between the parties this \_\_\_\_ day of \_\_\_\_\_, 2023

**RECITALS**

A Grantor is the owner of certain real property located at approximately 12200 W Ryan Road, in the City of Franklin, Milwaukee County, Wisconsin, which is more fully described in the attached Exhibit A (the "Property")

B Grantor desires to grant to Grantee a perpetual easement for the purpose of creating and maintaining a public emergency access/pedestrian path easement on and through the Property pursuant to the terms and conditions of this Easement

BASED UPON THE FOREGOING RECITALS, the mutual agreements within this Easement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows

Recording Data
Name and Return Address City of Franklin c/o City Clerk 9229 W Loomis Road Franklin, Wisconsin 53132
Parcel Identification Number

1 **Grant of Easement:** Grantor (including heirs, executors, administrators, personal representatives, successors, and assigns) grants to Grantee, and its employees, agents, licenses, and contractors a perpetual easement over and across the land hereinafter specifically described, to install, operate, maintain, repair, reconstruct, inspect and/or extend a emergency access/pedestrian path for public pedestrian, bicycle, and similar non-motorized use. The location of the easement area with respect to the Grantor's land is as shown and described on the attached Exhibit B (the "Easement Area") Specifically, under this Easement, Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees, shrubs, or other vegetation that may encroach on the Easement Area provided that Grantee shall dispose of all cuttings and trimmings by hauling them away from the Property

1 a. The construction and installation of the Public Emergency Access/Pedestrian Path shall be made by the Grantor at Grantor's expense in accordance with the plans and specifications approved by the City Engineer Upon the Grantee's acceptance of the Public Emergency Access/Pedestrian Path constructed and installed by Grantor pursuant to the required plans and specifications, the Public Emergency Access/Pedestrian Path shall be the property of the Grantee (recognizing that the property interest of the Grantee is pursuant to the grant provided by this Easement)

2 **Use of Easement:** Subsequent to the acceptance by Grantee of the constructed and installed Public Emergency Access/Pedestrian Path, Grantor shall not construct, place, grant, allow, or maintain any structures or impediments of any kind within the Easement Area including, but not limited to, buildings, fences, gardens, and other landscaping that would inhibit access by the Grantee and/or members of the public, such that Grantee shall have the full enjoyment and use of the rights herein granted, including but not limited to, the rights to remove and to clear all structures and obstructions which might interfere with the rights herein contained and the free and full right of ingress and egress over and across the Easement Area and other adjacent lands of the grantor to and from said Easement Area and the use of said Easement Area and other adjacent lands of the grantor as necessary or convenient for the full enjoyment and use of the rights herein granted Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the Easement Area. Subject to the above, Grantor reserves the right to use the Easement Area for purposes that will not interfere with the

Grantee's full enjoyment of the Easement rights granted in this Easement If Grantor, upon reasonable notice to the Grantee, initiates improvements on the Property which would interfere with the use of the Easement Area, the Grantee agrees to pay for the relocation of the Easement Area to accommodate said improvements

3 **Restoration and Maintenance:** Except in the case of a breach by Grantor or a termination by agreement under Paragraph 9 below, Grantee agrees to restore or cause to have restored the Grantor's land as nearly as is reasonably possible to the condition existing prior to such entry by the Grantee or its agents This restoration however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area Regular maintenance of the surface of the Easement Area shall be the sole responsibility of the Grantee.

4 **Indemnification:** To the fullest extent permitted by law, Grantee shall indemnify and hold harmless Grantor and its officers, directors, partners, and employees from and against costs, losses, and damages caused solely by the negligent acts or omissions of Grantee or Grantee's officers, directors, partners, employees, agents, and consultants in the performance activities called for under the Restoration and Maintenance provisions of Paragraph 3 above However, nothing contained within this Easement is intended to be a waiver or estoppel of the Grantee or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wis Stat §§ 893.80, 895.52, and 345.05 To the extent that indemnification is available and enforceable, the Grantee 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

5 **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future and that none of the rights herein granted shall be lost by non-use.

6 **Waiver:** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement shall be construed to be a waiver of the right or power A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms of conditions of this Easement

7 **Enforcement:** Enforcement of this Easement may be proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to prevent a violation or to obtain any other relief Should a party enforcing this Easement by appropriate action prevail in litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees

8. **Entire Agreement; Amendment:** This Easement contains the entire agreement between the parties relating to the rights granted and obligations assumed Any modifications to this Easement must be in writing and signed by both parties

9 **Termination:** This Easement may be terminated only by a written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee Grantee, its successors, and assigns may execute and record a release of this Easement at any time This Easement shall also terminate if the purposes of the Easement cease to exist, are abandoned by Grantee, or become impossible to perform

10 **Governing Law:** This Easement shall be construed and enforced in accordance with the internal law of the State of Wisconsin

11 **Covenants Run with Land:** All of the terms and conditions in this Easement, including the benefits and burden, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns Grantor shall cooperate with Grantee in recording any instrument deemed necessary by Grantee to address the provisions of Wis Stat § 893.33(6)

[SIGNATURE PAGES FOLLOW]

GRANTOR CAPE CROSSING, LLC  
A Wisconsin Limited Liability Company

*[Signature]*

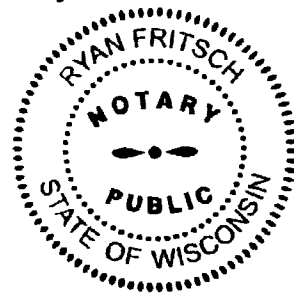
By: STEVE DECLEENE - MANAGER

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
*Westchester* )SS  
MILWAUKEE COUNTY )

Personally, came before me this 14<sup>th</sup> day of June, 2023, the above-named, STEVE DECLEENE, MANAGER of CAPE CROSSING, LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company

*Ryan Fritsch* *Ryan Fritsch*  
Notary Public, ~~Milwaukee~~ *Westchester* County, Wisconsin  
My commission (expires) ~~(is)~~ 3/4/2025.



GRANTEE

CITY OF FRANKLIN

ATTEST

By John R. Nelson, Mayor

Karen L. Kastenson, City Clerk

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
)  
MILWAUKEE COUNTY )

Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named John R. Nelson and Karen L. Kastenson, Mayor and City Clerk of the City of Franklin respectively, to me known to be such officers and acknowledge that they executed the foregoing instrument in such capacity

\_\_\_\_\_  
Notary Public, Milwaukee County, Wisconsin

My commission (expires) (is) \_\_\_\_\_

DRAFTED BY  
Brian C Sajdak, Assistant City Attorney

**Exhibit A**

(Description of the Property)

Cape Crossing, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No. \_\_\_\_\_, being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



**Exhibit C**

(Description of Easement Area)

Legal Description of the 12' Wide Emergency Access/ Pedestrian Path Easement:

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

Commencing at the southwest corner of Outlot 4 of said Cape Crossing and a point on a curve; thence northeasterly 151.37 feet along the arc of said curve to the left and the northwesterly line of said Outlot 4, whose radius is 7877.60 feet and whose chord bears North 37°18'35" East, 151.37 feet; thence North 47°40'31" West, 100.48 feet to the southeasterly line of Outlot 5 and the Point of Beginning of the Centerline of a 12' Wide Emergency Access/Pedestrian Path, thence North 47°40'31" West along said centerline, 127.47 feet to the northwesterly line of said Outlot 5 and the Point of Termination



## SANITARY SEWER EASEMENT

### Cape Crossing Subdivision

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and CAPE CROSSING, LLC, a Wisconsin Limited Liability Company, as owner, (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of the above owner(s) as may be or may become applicable), hereinafter called "Grantor", (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors)

### WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a sanitary sewer, associated manholes, all as shown on the plan attached hereto as "Exhibit B; any Lift Station with auxiliary power enclosed in an above ground enclosure.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Southwest Quarter (SW 1/4) of Section Nineteen (19), Township Five (5) North, Range Twenty-One (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence, provided further, however, that these provisions are

subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity"

- 3 That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed within the Easement Area
4. That, in connection with the construction by the Grantor of any structure or building abutting said easement area, the Grantor will assume all liability for any damage to the Facilities in the above Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage
5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed
8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
- 9 The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
- 11 This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.

12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a sanitary sewerage lift station, the City shall remove the lift station, manholes, piping and the enclosure and cause the prompt restoration to a smooth surface contour and neat condition restoring the Easement Area into a condition similar to the remaining parcel as described in Exhibit "A"
16. Upon completion of use of the Easement Area for the specific use as a sanitary sewerage lift station and the restoration of the Easement Area by the City, the Easement Area, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF June 14<sup>th</sup>, 2023

NO SEAL

CAPE CROSSING, LLC

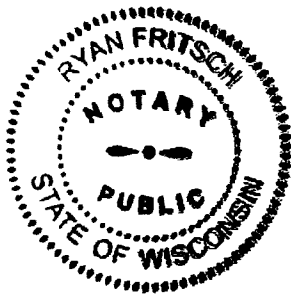
By [Signature]  
STEVE DECLEENE - MANAGER

STATE OF Wisconsin

SS

COUNTY OF Waukesha

Before me personally appeared on the 14<sup>th</sup> day of June, 2023, the above named STEVE DECLEENE, MANAGER of CAPE CROSSING, LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company



Notary Public: [Signature]  
My commission expires 3/4/2025

CITY OF FRANKLIN

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

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

STATE OF WISCONSIN  
SS  
COUNTY OF MILWAUKEE

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared John R. Nelson and Karen L. Kastenson who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to Resolution File No. \_\_\_\_\_ adopted by its Common Council on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**MORTGAGE HOLDER CONSENT**

The undersigned, Citizens Bank, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on April 28, 2022, as Document No 11241922, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

Citizens Bank, a Wisconsin Banking Corporation

By: [Signature]

Name: BRET A. ENCKELING

Title: SENIOR VICE PRESIDENT

STATE OF WISCONSIN )ss  
COUNTY OF WAUKESHA )

On this, the 13<sup>th</sup> day of JUNE, 2023, before me, the undersigned, personally appeared BRET A. ENCKELING, the SENIOR VICE PRESIDENT of Citizens Bank, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

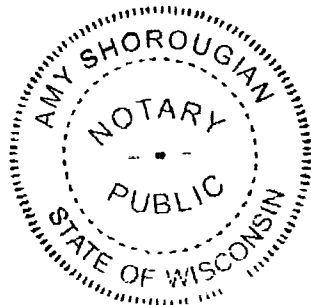
Name: Amy Shorougian

Notary Public [Signature]

State of Wisconsin

County of Waukesha

My commission expires 06-05-2026



This instrument was drafted by the City of Franklin.

Approved as to contents  
Date: 6-15-2023

[Signature]  
City Engineer

Approved as to form only  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Exhibit A

(Description of the Property)

Cape Crossing, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No \_\_\_\_\_, being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin





## Exhibit C

### (Description of Easement Area)

#### Legal Description of the Sanitary Sewer Easement.

Being a part of Lots 11 thru 19, part of Lots 33 and 34, and part of Outlot 6, in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Beginning at the southwest corner of Lot 18 of said Cape Crossing; thence North 01°00'02" West along the west line of said Lot 18, 10 00 feet; thence North 88°59'58" East, 104 33 feet; thence North 00°37'51" West, 917.04 feet; thence South 86°06'34" West, 164.27 feet to the east right-of-way line of South Overlook Way and a point on a curve; thence northwesterly 20.02 feet along the arc of said curve to the left and said right-of-way line, whose radius is 130.00 feet and whose chord bears North 03°53'26" West, 20.00 feet; thence North 86°06'34" East, 185 44 feet; thence South 00°37'51" East, 1459.86 feet to the south line of said Outlot 6 and a point on a curve; thence southwesterly 33.57 feet along the arc of said curve to the right and said south line of Outlot 6 and then along the south line of Lot 11, whose radius is 7777.60 feet and whose chord bears South 35°56'13" West, 33.57 feet; thence North 00°37'51" West, 528.61 feet, thence South 88°59'58" West, 104.20 feet to the west line of said Lot 17; thence North 01°00'02" West along said west line, 10 00 feet to the Point of Beginning

## **STORM DRAINAGE EASEMENT**

### **Cape Crossing Subdivision**

**THIS EASEMENT is made by and between** the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and CAPE CROSSING, LLC, a Wisconsin Limited Liability Company, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

### **WITNESSETH**

WHEREAS, Grantor is the owner and holder of record Title to certain reel particularly described on Exhibit "A" which is attached hereto and incorporated herein (the Property), and

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm drainage system consisting of an open swale (ditch) and/or storm sewer and associated manholes and catch basins, all as shown on the plan attached hereto as Exhibit "B."; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Southwest Quarter (SW 1/4) of Section Nineteen (19), Township Five (5) North, Range Twenty-One (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities not including any open swale/ditch shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping, including any open swale/ditch, within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns)
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior

to such disturbance, except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity"

3. That no structure, fence, plantings, or other improvements may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing, and landscaping may be constructed or placed within the Easement Area as approved by the City Engineer.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. No charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.05 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto

or its employees, officers, customers, agents, contractors and assigns

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin
16. It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF June 14<sup>th</sup>, 2023

NO SEAL

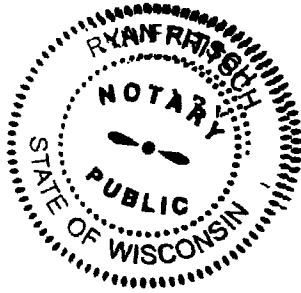
CAPE CROSSING, LLC

By: [Signature]  
STEVE DECLEENE - MANAGER

STATE OF Wisconsin )

COUNTY OF Waushara )<sup>SS</sup>

Before me personally appeared on the 14<sup>th</sup> day of June, 2023 the above named STEVE DECLEENE, MANAGER of CAPE CROSSING, LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company



NOTARY PUBLIC [Signature]  
Ryan Frisch  
My commission expires 3/14/2025

CITY OF FRANKLIN

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

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )<sup>SS</sup>

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared John R. Nelson and Karen L. Kastenson who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority and pursuant to Resolution File No. \_\_\_\_\_ adopted by its Common Council on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_  
M-4

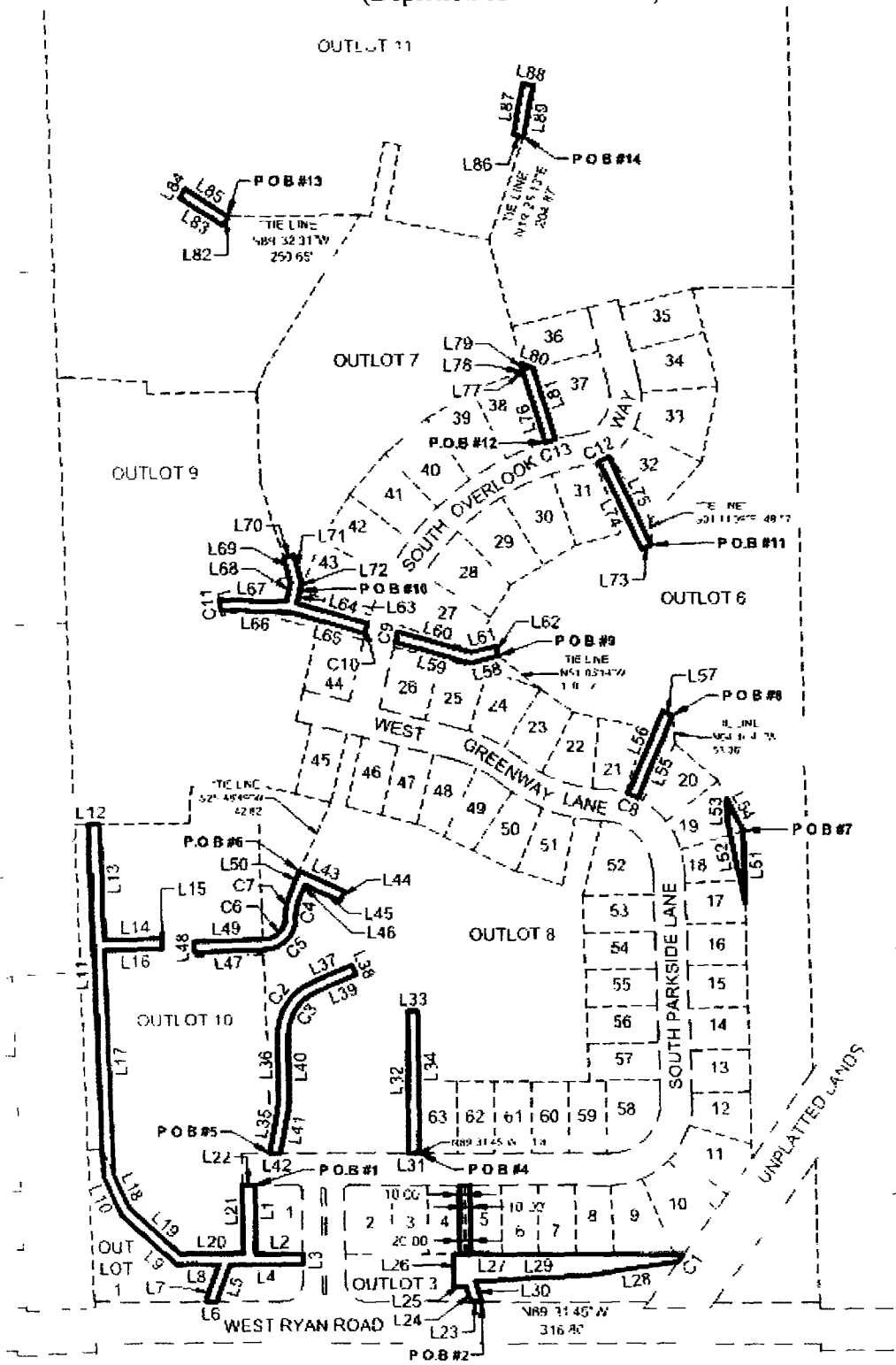


Exhibit A

(Description of the Property)

Cape Crossing, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No \_\_\_\_\_, being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

**Exhibit B**  
(Depiction of the Facilities)





**Exhibit B**

(Depiction of the Facilities)

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	S00 28'15"W	100.00
L2	S44 45"E	90.00
L3	S00 28'15"W	20.00
L4	N89 3'45"W	139.43
L5	S20 48'14"W	74.66
L6	N89 3'45"W	21.33
L7	N22 48.4"E	74.66
L8	N89 3'45"W	80.76
L9	N47 17'55"W	138.34
L10	N24 32'53"W	79.88
L11	N01 22'14"W	665.66
L12	S89 58'56"E	20.01
L13	S01 22'14"E	218.92
L14	N88 37'46"E	110.00
L15	S11 22'14"E	20.00
L16	S88 37'46"W	110.00
L17	S11 22'14"E	42.270
L18	S24 23'E	71.79
L19	S47 07'55"E	127.13
L20	S83 31'45"E	119.31
L21	N00 28'15"E	130.00
L22	S83 31'45"E	21.3
L23	N89 3'45"W	20.81
L24	N15 11'52"W	51.21
L25	N89 3'45"W	22.64
L26	N77 28'15"E	60.00
L27	S43 31'45"E	439.32
L28	S81 55'51"W	173.1
L29	S37 21'00"E	7
L30	S11 22'E	40.1

LINE TABLE		
LINE NO	BEARING	DISTANCE
L31	N49 31'45"E	100
L32	N00 28'15"E	69.9
L33	S43 45"E	21.00
L34	S00 28'15"W	299.9
L35	N00 43'30"E	96.48
L36	N00 85"W	125.32
L37	N67 21'36"E	84.22
L38	S22 38'24"E	20.00
L39	S67 23'36"W	8.32
L40	S00 08'53"E	126.80
L41	S10 33'25"W	96.79
L42	N89 11'45"W	29.31
L43	S65 02'42"E	94.55
L44	S24 57'19"W	29.00
L45	N65 12'42"W	74.01
L46	S23 23'15"W	29.24
L47	S88 13'13"W	136.49
L48	N01 22'14"W	21.00
L49	N88 13'13"E	136.49
L50	N23 25'09"E	41.78
L51	S00 37'51"E	157.08
L52	N11 32'54"W	158.30
L53	N00 37'51"W	4.0
L54	S26 45'53"E	68.11
L55	S23 42'15"E	170.00
L56	N21 42'15"E	170.00
L57	S26 7'45"E	20.00
L58	S75 10'06"	54.66
L59	N7 17'24"E	141.81
L60	S11 22'E	144.11

**Exhibit B**  
**(Depiction of the Facilities)**

CURVE TABLE				
CURVE NO	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	17.00'	7777.60	S37.5407°W	17.00
C2	129.67'	110.00	N03.3721°E	22.29'
C3	116.09'	41.00	S31.721°W	0.00
C4	36.16'	90.00	S11.5403°W	35.94'
C5	91.98'	60.00	S44.1807°W	83.24'
C6	81.32'	40.00	N44.1807°E	55.48'
C7	44.22'	111.00	N11.5411°E	43.94'
C8	20.01'	160.00	N66.1745°W	20.00'
C9	20.00'	160.00	N66.3107°E	20.00'
C10	20.00'	520.00	S16.5135°W	20.00'
C11	20.00'	270.00	N08.2401°W	20.00'
C12	20.02'	170.00	N63.5025°E	20.00'
C13	20.00'	520.00	S71.0655°W	20.00'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L6	N75.2436°E	43.00'
L62	S14.3524°E	20.00'
L63	S16.0036°W	25.26'
L64	S73.5624°E	141.02'
L65	N73.5624°W	145.81'
L66	N87.4038°W	134.37'
L67	S87.4038°E	117.56'
L68	N16.0118°E	30.84'
L69	N16.0621°W	42.00'
L70	N75.0137°E	
L71	S16.0324°E	52.77'
L72	S16.0324°E	141.00'
L73	S14.3524°E	20.00'
L74	N25.1144°E	84.00'
L75	S25.2118°E	84.00'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L76	N16.5911°W	13.92'
L77	N70.0020°W	16.28'
L78	N68.3303°E	13.27'
L79	N13.5011°W	13.42'
L80	S70.0020°E	24.11'
L81	S16.5913°E	111.28'
L82	S31.3757°W	20.00'
L83	N57.2201°W	58.00'
L84	N12.3757°E	58.00'
L85	S57.2201°E	58.00'
L86	N71.2741°E	20.00'
L87	N11.0111°E	20.00'
L88	S16.3141°E	20.00'
L89	S16.3141°E	20.00'

## Exhibit C

### (Description of Easement Area)

#### Legal Description of the Drainage Easement

Being a part of Outlot 1 and part of Outlot 10 of Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northwest corner of Lot 1 of said Cape Crossing, said point being the Point of Beginning #1; thence South 00°28'15" West, 130.00 feet; thence South 89°31'45" East, 90.00 feet; thence South 00°28'15" West, 20.00 feet; thence North 89°31'45" West, 139.35 feet; thence South 20°48'44" West, 74.66 feet; thence North 89°31'45" West, 21.33 feet; thence North 20°48'44" East, 74.66 feet; thence North 89°31'45" West, 80.76 feet; thence North 47°07'55" West, 138.94 feet; thence North 24°32'53" West, 79.88 feet; thence North 01°22'14" West, 665.66 feet; thence South 89°58'56" East, 20.01 feet; thence South 01°22'14" East, 218.92 feet; thence North 88°37'46" East, 110.00 feet; thence South 01°22'14" East, 20.00 feet, thence South 88°37'46" West, 110.00 feet; thence South 01°22'14" East, 422.16 feet; thence South 24°32'53" East, 71.79 feet; thence South 47°07'55" East, 127.19 feet; thence South 89°31'45" East, 119.31 feet; thence North 00°28'15" East, 130.00 feet; thence South 89°31'45" East, 24.37 feet to the Point of Beginning #1. Said land containing 29,058 square feet.

ALSO

Being a part of Outlot 3 of Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southeast corner of said Outlot 3; thence North 89°31'45" West along the south line of said Outlot 3, 316.80 feet to the Point of Beginning #2; Thence continuing North 89°31'45" West, 20.81 feet; thence North 15°33'52" West, 31.21 feet; thence North 89°31'45" West, 22.63 feet, thence North 00°28'15" East, 60.00 feet; thence South 89°31'45" East, 438.02 feet to a point on a curve; thence southwesterly 17.00 feet along the arc of said curve to the right, whose radius is 7777.60 feet and whose chord bears South 37°39'07" West, 17.00 feet; thence South 81°55'51" West, 173.00 feet; thence South 87°12'03" West, 216.00 feet; thence South 15°33'52" East, 40.00 feet to the Point of Beginning #2. Said land containing 17,469 square feet.

ALSO

The East 10.00 feet of Lot 4 and the West 10.00 feet of Lot 5, Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin. Said land containing 2,600 square feet.

ALSO

Being a part of Outlot 8, Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 63 of said Cape Crossing, thence North 89°31'45" West along the south line of said Outlot 8, 187 feet to the Point of Beginning #4, Thence continuing North 89°31'45" West, 2000 feet, thence North 00°28'15" East, 269.18 feet, thence South 89°31'45" East, 20.00 feet; thence South 00°28'15" West, 269.18 feet to the Point of Beginning #4. Said land containing 5,384 square feet.

ALSO

Being a part of Outlot 8, Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows.

Beginning at the southwest corner of said Outlot 8, said point being the Point of Beginning #5, thence North 10°33'25" East, 98.48 feet; thence North 00°08'53" West, 123.92 feet to a point on a curve; thence northeasterly 129.67 feet along the arc of said curve to the right, whose radius is 110.00 feet and whose chord bears North 33°37'21" East, 122.29 feet; thence North 67°23'36" East, 83.22 feet; thence South 22°36'24" East, 2000 feet; thence South 67°23'36" West, 83.22 feet to a point on a curve; thence southwesterly 106.09 feet along the arc of said curve to the left, whose radius is 90.00 feet and whose chord bears South 33°37'21" West, 100.06 feet; thence South 00°08'53" East, 125.80 feet; thence South 10°33'25" West, 96.79 feet, thence North 89°31'45" West, 20.31 feet to the Point of Beginning #5. Said land containing 8,472 square feet

ALSO

Being a part of Outlot 8, Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows.

Commencing at the southeast corner of Lot 45 of Cape Crossing; thence South 25°48'49" West along a "Tie Line", 142.82 feet to the Point of Beginning #6, Thence South 65°02'42" East, 94.55 feet; thence South 24°57'18" West, 20.00 feet; thence North 65°02'42" West, 74.01 feet; thence South 23°25'05" West, 29.24 feet to a point on a curve; thence southwesterly 36.18 feet along the arc of said curve to the left, whose radius is 90.00 feet and whose chord bears South 11°54'03" West, 35.94 feet to a point of reverse curve; thence southwesterly 91.98 feet along the arc of said reverse curve to the right, whose radius is 60.00 feet and whose chord bears South 44°18'07" West, 83.24 feet; thence South 88°13'13" West, 135.49 feet, thence North 01°22'14" West, 20.00 feet; thence North 88°13'13" East, 135.35 feet to a point on a curve; thence northeasterly 61.32 feet along the arc of said curve to the left, whose radius is 40.00 feet and whose chord bears North 44°18'07" East, 55.49 feet to a point of reverse curve, thence northeasterly 44.22 feet along the arc of said reverse curve to the right, whose radius is 110.00 feet and whose chord bears North 11°54'03" East, 43.93 feet; thence North 23°25'05" East, 49.78 feet to the Point of Beginning #6. Said land containing 7,521 square feet.

ALSO

Being a part of Lot 17, Lot 18 and Lot 19, Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northeast corner of said Lot 18, said point being the Point of Beginning #7, thence South 00°37'51" East, 137.08 feet, thence North 11°32'54" West, 158.40 feet, thence North 00°37'51" West, 42.70 feet; thence South 26°45'53" East, 68.11 feet to the Point of Beginning #7. Said land containing 2,697 square feet.

ALSO

Being a part of Outlot 6, Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of Lot 20, Cape Crossing; thence North 04°46'41" West along a "Tie Line", 53.36 feet to the Point of Beginning #8, Thence South 23°42'15" West, 170.00 feet to a point on a curve, thence northwesterly 20.01 feet along the arc of said curve to the left, whose radius is 160.00 feet and whose chord bears North 66°17'45" West, 20.00 feet, thence North 23°42'15" East, 170.00 feet, thence South 66°17'45" East, 20.00 feet to the Point of Beginning #8. Said land containing 3,396 square feet.

ALSO

Being a part of Outlot 6, Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of Lot 23, Cape Crossing; thence North 51°03'14" West along a "Tie Line", 100.79 feet to the Point of Beginning #9, thence South 75°24'36" West, 54.48 feet; thence North 73°56'24" West, 149.81 feet to a point on a curve; thence northeasterly 20.00 feet along the arc of said curve to the right, whose radius is 460.00 feet and whose chord bears North 16°34'07" East, 20.00 feet; thence South 73°56'24" East, 144.15 feet; thence North 75°24'36" East, 49.00 feet; thence South 14°35'24" East, 20.00 feet to the Point of Beginning #9. Said land containing 3,976 square feet.

ALSO

Being a part of Outlot 7, Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 43, Cape Crossing, said point being the Point of Beginning #10, thence South 16°03'36" West, 25.26 feet; thence South 73°56'24" East, 141.02 feet to a point on a curve; thence southwesterly 20.00 feet along the arc of said curve to the left, whose radius is 520.00 feet and whose chord bears South 16°30'35" West, 20.00 feet; thence North 73°56'24" West, 145.81 feet; thence North 87°40'38" West, 134.37 feet to a point on a curve; thence northwesterly 20.36 feet along the arc of said curve to the left, whose radius is 275.00 feet and whose chord bears North 08°24'01" West, 20.36 feet, thence South 87°40'38" East, 127.56 feet; thence North 16°03'36" East, 36.84 feet, thence North 16°08'23" West, 49.00

feet; thence North 73°51'37" East, 20.00 feet; thence South 16°08'23" East, 54.77 feet; thence South 16°03'36" West, 14.26 feet to the Point of Beginning #10 Said land containing 7,477 square feet

ALSO

Being a part of Outlot 6, Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows

Commencing at the southwest corner of Lot 32, Cape Crossing; thence South 01°14'09" East along a "Tie Line", 48.57 feet to the Point of Beginning #11, thence South 64°38'22" West, 20.00 feet, thence North 25°21'38" West, 184.74 feet to a point on a curve; thence northeasterly 20.02 feet along the arc of said curve to the left, whose radius is 130.00 feet and whose chord bears North 63°50'26" East, 20.00 feet; thence South 25°21'38" East, 185.02 feet to the Point of Beginning #11. Said land containing 3,692 square feet

ALSO

Being a part of Lot 36, Lot 37 and Lot 38, Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the southeast corner of said Lot 38, said point being the Point of Beginning # 12; thence North 16°59'13" West, 130.92 feet; thence North 70°00'20" West, 16.68 feet; thence North 68°33'03" East, 13.37 feet, thence North 13°50'10" West, 13.42 feet; thence South 70°00'20" East, 24.11 feet; thence South 16°59'13" East, 141.28 feet to a point on a curve; thence southwesterly 20.00 feet along the arc of said curve to the left, whose radius is 520.00 feet and whose chord bears South 74°06'55" West, 20.00 feet to the Point of Beginning #12. Said land containing 3,040 square feet.

ALSO

Being a part of Outlot 11, Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at a northwest corner of Outlot 7, Cape Crossing; thence South 89°32'31" West along a "Tie Line", 250.65 feet to the Point of Beginning #13; thence South 32°37'57" West, 20.00 feet; thence North 57°22'03" West, 98.00 feet; thence North 32°37'57" East, 20.00 feet; thence South 57°22'03" East, 98.00 feet to the Point of Beginning #13 Said land containing 1,960 square feet.

ALSO

Being a part of Outlot 11, Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of Outlot 7, Cape Crossing, thence North 19°25'13" East along a "Tie Line", 204.87 feet to the Point of Beginning #14; thence North 78°47'41" West, 20.00 feet; thence North 11°12'19" East, 99.00 feet, thence South 78°47'41" East, 20.00 feet; thence South 11°12'19" West, 99.00 feet to the Point of Beginning #14. Said land containing 1,980 square feet.

Revised June 5, 2023 Pinnacle Engineering Group job #1004 00-WI

M-14

L: F:\NGDOCS\Design Standards (7-2017)\Design Standards July 2017\Design Standards finalized for July 2017\2019 Design Standards  
Appendix M Easement for Storm Drainage - letter size #11.doc

**STORM WATER MANAGEMENT ACCESS EASEMENT**

Cape Crossing Subdivision

THIS EASEMENT is made by and between CAPE CROSSING HOMEOWNERS ASSOCIATION, an unincorporated association and the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and CAPE CROSSING, LLC, a Wisconsin Limited Liability Company, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors)

**WITNESSETH**

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property), and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property a storm water management basin as shown on the plan attached hereto as Exhibit "B", and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1 00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Southwest Quarter (SW 1/4) of Section Nineteen (19), Township Five (5) North, Range Twenty-One (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area")

1. That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to



their respective degree of negligence, provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity "

- 3 That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area
- 4 In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage
- 5 The Grantor shall be responsible for the routine maintenance of land on which the easement is located
- 6 The Facilities shall be accessible for maintenance by the Association at all times The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed
- 7 That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed
- 8 The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns
- 9 The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage, provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated
- 10 Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees
- 11 This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns
- 12 No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition

- 13 If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law
- 14 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin
- 15 Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF June 14<sup>th</sup>, 2023

NO SEAL

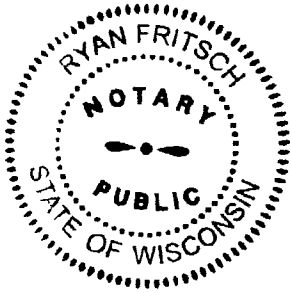
CAPE CROSSING, LLC

By: [Signature]  
STEVE DECLEENE - MANAGER

STATE OF Wisconsin )

COUNTY OF Waukesha )<sup>SS</sup>

Before me personally appeared on the 14<sup>th</sup> day of June, 2023, the above named STEVE DECLEENE, MANAGER of CAPE CROSSING, LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.



Notary Public [Signature]  
Ryan Fritsch  
My commission expires 3/4/2025

CITY OF FRANKLIN

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

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

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE)<sup>SS</sup>

On this \_\_\_\_\_ day of \_\_\_\_\_ A D 20\_\_\_\_ before me personally appeared John R. Nelson and Karen L. Kastenson who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No \_\_\_\_\_ adopted by its Common Council on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public, Milwaukee County, Wisconsin

My commission expires \_\_\_\_\_



Exhibit A

(Description of the Property)

Cape Crossing, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No. \_\_\_\_\_, being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

**Exhibit B**  
(Depiction of the Facilities)

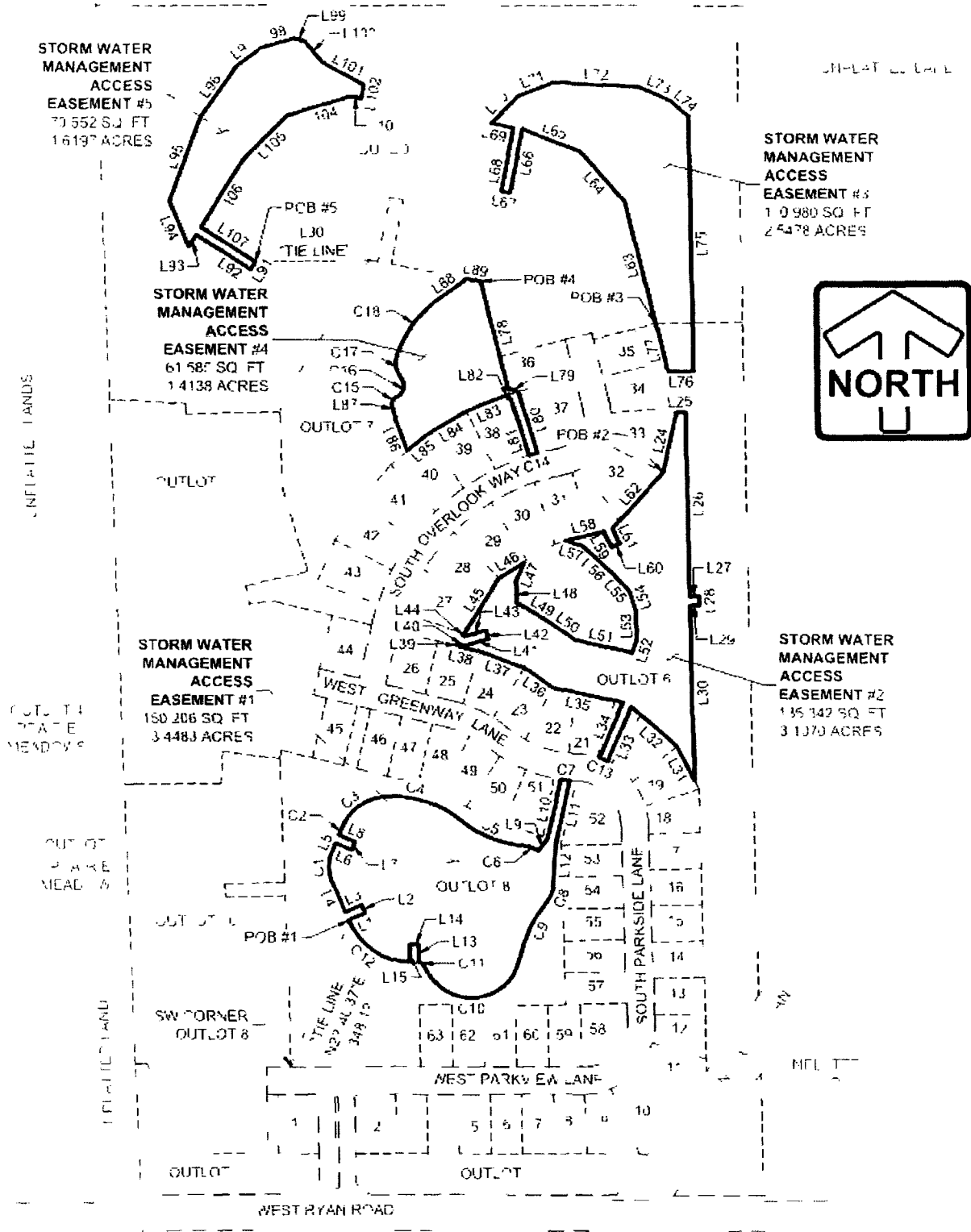


Exhibit B

(Depiction of the Facilities)

CURVE TABLE				
CURVE NO	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	68 70'	82.00'	N00°57'18"E	66 71'
C2	15 24'	518 00'	N23°00'23"E	15.24'
C3	120 52'	110 00'	N53°33'00"E	114 58'
C4	187 27'	237 96'	S72°31'07"E	182 48'
C5	145 73'	235 00'	S67°44'18"E	143 40'
C6	36 52'	74.00'	S71°21'51"E	36 15'
C7	20 13'	320 00'	S83°23'28"E	20.13'
C8	44.57'	70.00'	S22°06'14"W	43.82'
C9	139 54'	290.00'	S26°33'38"W	138 20'
C10	279.51'	110.00'	S85°34'16"W	210.16'
C11	17 94'	18.00'	N50°11'02"W	17 21'
C12	171.93'	142.00'	N55°12'26"W	161.62'
C13	20.01'	160.00'	N66°17'45"W	20.00'
C14	20.00'	520.00'	S74°06'55"W	20.00'
C15	18 95'	14 00'	N28°37'33"E	17.54'
C16	48 65'	27.00'	N15°47'12"E	42.33'
C17	55 67'	58 00'	N08°20'14"W	53 56'
C18	156 05'	248 00'	N37°11'13"E	153.48'

Exhibit B

(Depiction of the Facilities)

LINE TABLE			LINE TABLE		
LINE NO.	BEARING	DISTANCE	LINE NO	BEARING	DISTANCE
L1	N67°23'36"E	38 71'	L26	S00°37'51"E	406 93'
L2	N22°36'24"W	20 00'	L27	N89°22'09"E	20.00'
L3	S67°23'36"W	39 00'	L28	S00°37'51"E	20.00'
L4	N23°02'43"W	73 39'	L29	S89°22'09"W	20.00'
L5	N24°57'18"E	19 79'	L30	S00°37'51"E	384.52'
L6	S65°02'42"E	38 90'	L31	N26°45'53"W	83.60'
L7	N24°57'18"E	20 00'	L32	N48°23'53"W	133.09'
L8	N65°02'42"W	39.00'	L33	S23°42'15"W	131.32'
L9	N40°45'42"E	33.81'	L34	N23°42'15"E	132.53'
L10	N13°07'32"E	134.15'	L35	N77°44'00"W	159 01'
L11	S13°07'32"W	146 93'	L36	N54°31'41"W	76.36'
L12	S03°51'46"W	84 42'	L37	N69°46'49"W	106.11'
L13	N00°28'15"E	38 32'	L38	N75°56'25"W	50.23'
L14	N89°31'45"W	20 00'	L39	N32°38'07"E	5.72'
L15	S00°28'15"W	38.00'	L40	S73°56'24"E	14.67'
L24	N13°08'20"E	135.73'	L41	N75°24'36"E	54.48'
L25	N86°06'34"E	20 80'	L42	N14°35'24"W	20.00'



Exhibit B

(Depiction of the Facilities)

LINE TABLE		
LINE NO	BEARING	DISTANCE
L43	S75°24'36"W	49 00'
L44	N73°56'24"W	3 24'
L45	N32°38'07"E	149 91'
L46	N58°58'19"E	65.60'
L47	S24°07'00"W	43 40'
L48	S00°00'10"W	49.04'
L49	S59°37'06"E	82 34'
L50	S54°31'41"E	69 98'
L51	S77°11'42"E	129 48'
L52	N18°16'04"E	31 71'
L53	N00°44'14"W	61 67'
L54	N18°25'44"W	45 05'
L55	N41°51'07"W	49 30'
L56	N46°55'30"W	92 59'
L57	N71°42'51"W	39.38'
L58	N76°01'15"E	85 97'
L59	S25°21'38"E	39.65'
L60	N64°38'22"E	20 00'
L61	N25°21'38"W	36 25'
L62	N42°29'37"E	166 46'
L63	N13°50'10"W	275 83'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L64	N40°54'36"W	146 20'
L65	N68°30'44"W	137 41'
L66	S11°12'19"W	142.98'
L67	N78°47'41"W	20.00'
L68	N11°12'19"E	142.00'
L69	N78°47'41"W	50 08'
L70	N45°17'47"E	83.58'
L71	N68°59'24"E	84.00'
L72	S86°44'42"E	189.00'
L73	S66°00'01"E	78.00'
L74	S48°41'35"E	50.00'
L75	S00°37'51"E	560.00'
L76	S89°22'09"W	56.93'
L77	N13°50'10"W	109.00'
L78	S13°50'10"E	241.58'
L79	S70°00'20"E	24.11'
L80	S16°59'13"E	141.28'
L81	N16°59'13"W	130 92'
L82	N70°00'20"W	16.68'
L83	S68°33'03"W	89.64'
L84	S59°37'36"W	103.01'

Exhibit B

(Depiction of the Facilities)

LINE TABLE		
LINE NO	BEARING	DISTANCE
L85	S50°42'08"W	54 00'
L86	N20°40'20"W	72 00'
L87	N10°09'27"W	35.53'
L88	N55°12'46"E	76 52'
L89	S78°47'41"E	30 04'
L90	S89°32'31"W	250 65'
L91	S32°37'57"W	20 00'
L92	N57°22'03"W	142 00'
L93	S32°37'57"W	31 10'
L94	N22°58'58"W	108 00'
L95	N20°52'50"E	196 00'
L96	N36°16'10"E	141 00'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L97	N53°34'57"E	65.00'
L98	N73°39'07"E	76.00'
L99	S73°18'29"E	25 00'
L100	S40°09'13"E	60.00'
L101	S60°47'24"E	105 00'
L102	S11°12'19"W	30.00'
L103	N78°47'41"W	25.00'
L104	S73°50'02"W	146.26'
L105	S45°22'50"W	138.33'
L106	S32°37'57"W	173 90'
L107	S57°22'03"E	142 00'

Exhibit C

(Description of Easement Area)

Legal Description of the Storm Water Management Access Easements

Being a part of Outlot 8 in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of said Outlot 8, thence North 22°40'37" East along a "Tie Line", 348.12 feet to the Point of Beginning #1;  
Thence North 67°23'36" East, 38.71 feet; thence North 22°36'24" West, 20.00 feet; thence South 67°23'36" West, 39.00 feet; thence North 23°02'43" West, 73.39 feet to a point on a curve; thence northeasterly 68.70 feet along the arc of said curve to the right, whose radius is 82.00 feet and whose chord bears North 00°57'18" East, 66.71 feet; thence North 24°57'18" East, 19.79 feet; thence South 65°02'42" East, 38.90 feet; thence North 24°57'18" East, 20.00 feet; thence North 65°02'42" West, 39.00 feet to a point on a curve; thence northeasterly 15.24 feet along the arc of said curve to the right, whose radius is 518.00 feet and whose chord bears North 23°00'23" East, 15.24 feet to a point on a compound curve; thence northeasterly 120.52 feet along the arc of said compound curve to the right, whose radius is 110.00 feet and whose chord bears North 53°33'00" East, 114.58 feet to a point on a compound curve; thence southeasterly 187.27 feet along the arc of said compound curve to the right, whose radius is 237.96 feet and whose chord bears South 72°31'07" East, 182.48 feet to a point on a reverse curve; thence southeasterly 145.73 feet along the arc of said reverse curve to the left, whose radius is 235.00 feet and whose chord bears South 67°44'18" East, 143.40 feet to a point on a reverse curve; thence southeasterly 36.52 feet along the arc of said reverse curve to the right, whose radius is 74.00 feet and whose chord bears South 71°21'51" East, 36.15 feet; thence North 40°45'42" East, 33.81 feet; thence North 13°07'32" East, 134.15 feet to the north line of said Outlot 8 and a point on a curve; thence southeasterly 20.13 feet along said north line and the arc of said curve to the left, whose radius is 320.00 feet and whose chord bears South 83°23'28" East, 20.13 feet; thence South 13°07'32" West, 146.93 feet; thence South 03°51'46" West, 84.42 feet to a point on a curve; thence southwesterly 44.57 feet along the arc of said curve to the right, whose radius is 70.00 feet and whose chord bears South 22°06'14" West, 43.82 feet to a point on a reverse curve; thence southwesterly 139.54 feet along the arc of said reverse curve to the left, whose radius is 290.00 feet and whose chord bears South 26°33'38" West, 138.20 feet to a point on a reverse curve; thence southwesterly 279.51 feet along the arc of said reverse curve to the right, whose radius is 110.00 feet and whose chord bears South 85°34'16" West, 210.16 feet to a point on a reverse curve; thence northwesterly 17.94 feet along the arc of said reverse curve to the left, whose radius is 18.00 feet and whose chord bears North 50°11'02" West, 17.21 feet; thence North 00°28'15" East, 38.32 feet; thence North 89°31'45" West, 20.00 feet; thence South 00°28'15" West, 38.00 feet to a point on a curve; thence northwesterly 171.93 feet along the arc of said curve to the right, whose radius is 142.00 feet and whose chord bears North 55°12'26" West, 161.62 feet to the Point of Beginning #1

ALSO

Being a part of Outlot 6 in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows.

Beginning at the northeast corner of Lot 32 of said Cape Crossing, said point being the Point of Beginning #2, thence North 13°08'20" East, 135.73 feet, thence North 86°06'34" East, 20.80 feet; thence South 00°37'51" East, 406.93 feet; thence North 89°22'09" East, 20.00 feet; thence South 00°37'51" East, 20.00 feet; thence South 89°22'09" West, 20.00 feet, thence South 00°37'51" East, 384.52 feet to the south line of said Outlot 6; thence North 26°45'53" W along said south line, 83.60 feet; thence North 48°23'53" West, 133.09 feet; thence South 23°42'15" West, 131.32 feet to the north right-of-way line of West Greenway Lane and a point on a curve, thence northwesterly 20.01 feet along said north right-of-way line and the arc of said curve to the left, whose radius is 160.00 feet and whose chord bears North 66°17'45" West, 20.00 feet, thence North 23°42'15" East, 132.53 feet; thence North 77°44'00" West, 159.01 feet; thence North 54°31'41" West, 76.36 feet; thence North 69°46'49" West, 106.11 feet, thence North 75°56'25" West, 50.23 feet, thence North 32°38'07" East, 5.72 feet; thence South 73°56'24" East, 14.67 feet; thence North 75°24'36" East, 54.48 feet; thence North 14°35'24" West, 20.00 feet; thence South 75°24'36" West, 49.00 feet; thence North 73°56'24" West, 3.24 feet; thence North 32°38'07" East, 149.91 feet; thence North 58°58'19" East, 65.60 feet; thence South 24°07'00" West, 43.40 feet; thence South 00°00'10" West, 49.04 feet; thence South 59°37'06" East, 82.34 feet; thence South 54°31'41" East, 69.98 feet; thence South 77°11'42" East, 129.48 feet; thence North 18°16'04" East, 31.71 feet; thence North 00°44'14" West, 61.67 feet; thence North 18°25'44" West, 45.05 feet, thence North 41°51'07" West, 49.30 feet, thence North 46°55'30" West, 92.59 feet; thence North 71°42'51" West, 39.38 feet; thence North 76°01'15" East, 85.97 feet; thence South 25°21'38" East, 39.65 feet; thence North 64°38'22" East, 20.00 feet; thence North 25°21'38" West, 36.25 feet; thence North 42°29'37" East, 166.46 feet to the Point of Beginning #2

ALSO

Being a part of Outlot 6 and Outlot 11 in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northeast corner of Lot 35 of said Cape Crossing, said point being the Point of Beginning #3; thence North 13°50'10" West, 275.83 feet; thence North 40°54'36" West, 146.20 feet; thence North 68°30'44" West, 137.41 feet; thence South 11°12'19" West, 142.98 feet; thence North 78°47'41" West, 20.00 feet, thence North 11°12'19" East, 142.00 feet; thence North 78°47'41" West, 50.08 feet, thence North 45°17'47" East, 83.58 feet; thence North 68°59'24" East, 84.00 feet; thence South 86°44'42" East, 189.00 feet, thence South 66°00'01" East, 78.00 feet, thence South 48°41'35" East, 50.00 feet, thence South 00°37'51" East, 560.00 feet, thence South 89°22'09" West, 56.93 feet to the west line of said Outlot 6, thence North 13°50'10" West along said west line, 109.00 feet to the Point of Beginning #3.

ALSO:

Being a part of Lot 36, Lot 37, Lot 38 and Outlot 7 in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northeast corner of said Outlot 7, said point being the Point of Beginning #4; thence South  $13^{\circ}50'10''$  East along the east line of said Outlot 7, 241.58 feet, thence South  $70^{\circ}00'20''$  East, 24.11 feet; thence South  $16^{\circ}59'13''$  East, 141.28 feet to the west right-of-way line of South Overlook Way and a point on a curve; thence southwesterly 20.00 feet along said west right-of-way line and the arc of said curve to the left, whose radius is 520.00 feet and whose chord bears South  $74^{\circ}06'55''$  West, 20.00 feet; thence North  $16^{\circ}59'13''$  West along the west line of Lot 37, 130.92 feet; thence North  $70^{\circ}00'20''$  West, 16.68 feet to the south line of said Outlot 7; thence South  $68^{\circ}33'03''$  West along said south line, 89.64 feet; thence South  $59^{\circ}37'36''$  West along said south line, 103.01 feet; thence South  $50^{\circ}42'08''$  West along said south line, 54.00 feet; thence North  $20^{\circ}40'20''$  West, 72.00 feet, thence North  $10^{\circ}09'27''$  West, 35.53 feet to a point on a curve; thence northeasterly 18.95 feet along the arc of said curve to the right, whose radius is 14.00 feet and whose chord bears North  $28^{\circ}37'33''$  East, 17.54 feet to a point on a reverse curve; thence northeasterly 48.65 feet along the arc of said reverse curve to the left, whose radius is 27.00 feet and whose chord bears North  $15^{\circ}47'12''$  East, 42.33 feet to a point on a reverse curve; thence northwesterly 55.67 feet along the arc of said reverse curve to the right, whose radius is 58.00 feet and whose chord bears North  $08^{\circ}20'14''$  West, 53.56 feet to a point on a compound curve; thence northeasterly 156.05 feet along the arc of said compound curve to the right, whose radius is 248.00 feet and whose chord bears North  $37^{\circ}11'13''$  East, 153.48 feet; thence North  $55^{\circ}12'46''$  East, 76.52 feet to the north line of said Outlot 7; thence South  $78^{\circ}47'41''$  East along said north line, 30.04 feet to the Point of Beginning #4.

ALSO.

Being a part of Outlot 11 in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at a northwest corner of Outlot 7 of said Cape Crossing; thence South  $89^{\circ}32'31''$  West, 250.65 feet along a "TIE LINE" to the Point of Beginning #5; thence South  $32^{\circ}37'57''$  West, 20.00 feet; thence North  $57^{\circ}22'03''$  West, 142.00 feet; thence South  $32^{\circ}37'57''$  West, 31.10 feet; thence North  $22^{\circ}58'58''$  West, 108.00 feet; thence North  $20^{\circ}52'50''$  East, 196.00 feet; thence North  $36^{\circ}16'10''$  East, 141.00 feet; thence North  $53^{\circ}34'57''$  East, 65.00 feet; thence North  $73^{\circ}39'07''$  East, 76.00 feet; thence South  $73^{\circ}18'29''$  East, 25.00 feet; thence South  $40^{\circ}09'13''$  East, 60.00 feet; thence South  $60^{\circ}47'24''$  East, 105.00 feet; thence South  $11^{\circ}12'19''$  West, 30.00 feet; thence North  $78^{\circ}47'41''$  West, 25.00 feet; thence South  $73^{\circ}50'02''$  West, 146.26 feet, thence South  $45^{\circ}22'50''$  West, 138.33 feet, thence South  $32^{\circ}37'57''$  West, 173.90 feet, thence South  $57^{\circ}22'03''$  East, 142.00 feet to the Point of Beginning #5.

Revised June 5, 2023 Pinnacle Engineering Group job #1004 00-WT

N-14

L:\ENGDOCS\Design Standards (7 2017)\Design Standards July 2017\Design Standards finalized for July 2017\2019 Design Standards Appendix N Easement for storm water management access #12.doc

## WATER MAIN EASEMENT

### Cape Crossing Subdivision

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and CAPE CROSSING, LLC, a Wisconsin Limited Liability Company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor", (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

### WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property), and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Southwest Quarter (SW 1/4) of Section Nineteen (19), Township Five (5) North, Range Twenty-One (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

### UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any

aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence, provided further, however, that these provisions are subject to the legal defenses with under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the Property may become portions of public streets, in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.



IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF June 14<sup>th</sup>, 2023

NO SEAL

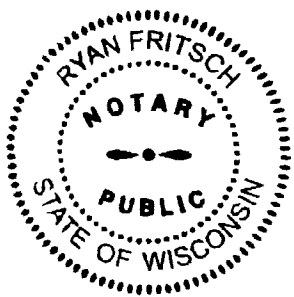
CAPE CROSSING, LLC

By: [Signature]  
STEVE DECLEENE - MANAGER

STATE OF Wisconsin

COUNTY OF Waushara SS

Before me personally appeared on the 14<sup>th</sup> day of June, 2023 the above named STEVE DECLEENE, MANAGER of CAPE CROSSING, LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.



Notary Public: [Signature]  
Ryan Fritsch  
My commission expires 3/4/2023



**MORTGAGE HOLDER CONSENT**

The undersigned, Citizens Bank, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on April 28, 2022, as Document No. 11241422, and its addition as an encumbrance against title to the Property

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed, as of the day and year first above written

Citizens Bank, a Wisconsin Banking Corporation

By: [Signature]

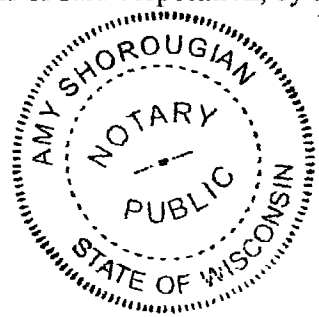
Name: BRET A ENCELKIN

Title: SENIOR VICE PRESIDENT

STATE OF WISCONSIN )  
 )ss  
COUNTY OF WAUKESHA )

On this, the 13<sup>th</sup> day of JUNE, 2023, before me, the undersigned, personally appeared BRET A. ENCELKIN, the SENIOR VICE PRESIDENT of Citizens Bank, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained

Name: [Signature]  
Notary Public Amy Shorougian



State of Wisconsin  
County of Waukesha  
My commission expires 06-05-2026

This instrument was drafted by the City of Franklin

Approved as to contents  
Date: 6-15-2023  
[Signature]  
Glen Morrow, Manager of Franklin Municipal Water Utility

Approved as to form only  
Date: \_\_\_\_\_  
Jesse Wesolowski, City Attorney

Exhibit A

(Description of the Property)

Cape Crossing, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No. \_\_\_\_\_, being a part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

**Exhibit B**  
**(Depiction of the Facilities)**

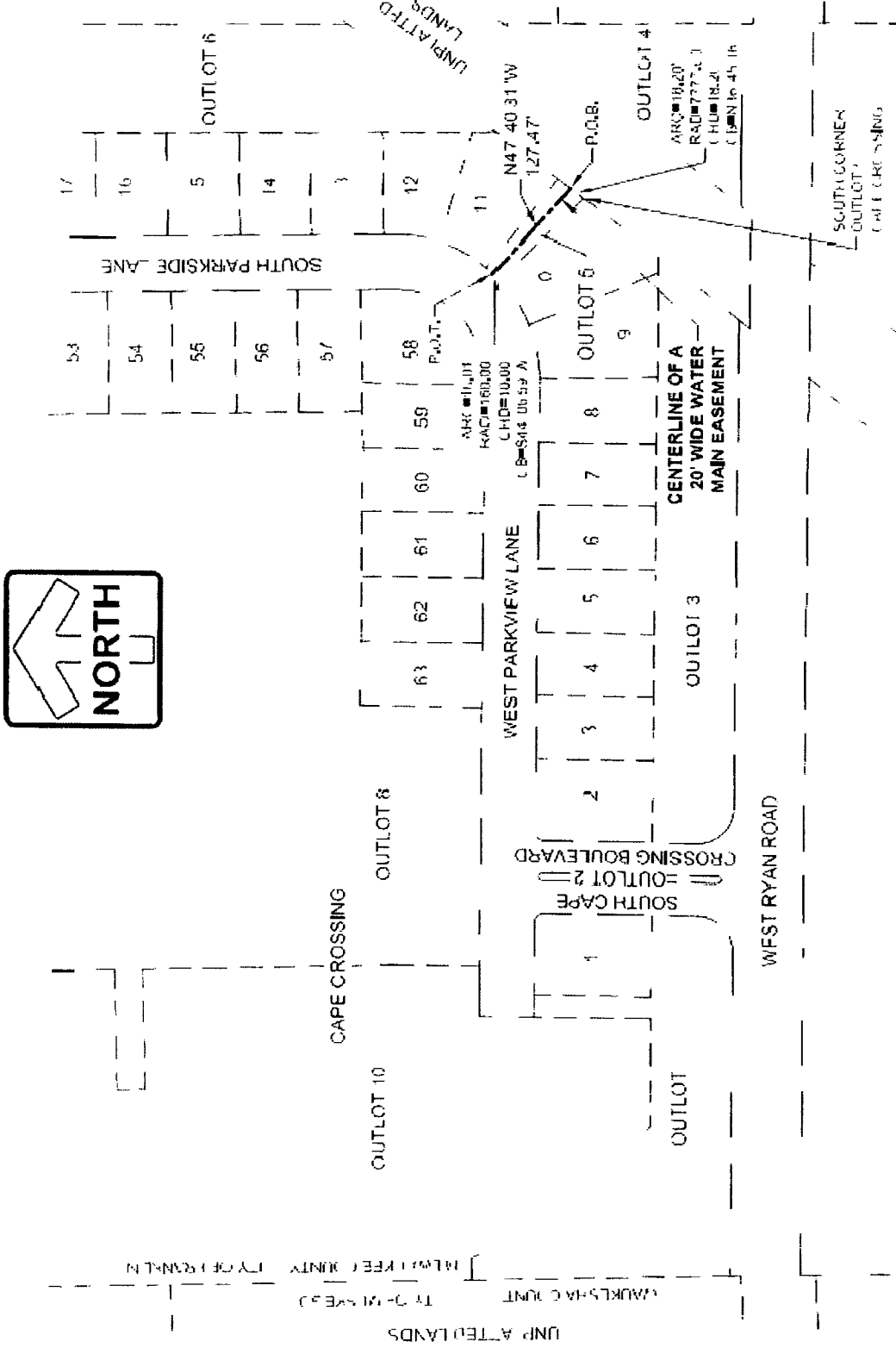


Exhibit C

(Description of Easement Area)

Legal Description of the Watermain Easement

Being a part of Outlot 5, in Cape Crossing, a subdivision in the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows

Commencing at the south corner of said Outlot 5; thence northeasterly 18.20 feet along the southeasterly line of said Outlot 5 and the arc of a curve to the right, whose radius is 7777.60 feet and whose chord bears North 36°45'16" East, 18.20 feet to the Point of Beginning of the Centerline of a 20' Wide Water Main Easement; thence North 47°40'31" West along said centerline, 127.47 feet to the northwesterly line of said Outlot 5 and the Point of Termination.

<b>APPROVAL</b> #	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 6/27/23
Reports & Recommendations	<b>A Resolution to Award</b> <b>The 2023 City of Franklin Guardrail Replacement Contract to</b> <b>Arbor Green, Inc., in the Amount of \$58,639.75</b>	<b>ITEM NO.</b> Ald. Dist. 1, 4, 5 G.15.

**BACKGROUND**

On January 17, 2023, Common Council authorized the carry forward of unused 2022 appropriations, for use in 2023 (item G.21).

On May 16, 2023, Common Council adopted Ordinance No. 2023-2537 to provide a budget amendment for the carry forward of \$60,000 for Guardrail Replacements and to proceed with the bidding phase of the 2023 City of Franklin Guardrail Replacements.

Four locations of guardrail along S. 68<sup>th</sup> Street were included in the contract: east and west sides of the road, south of W. Wildwood Creek Ct.; and east and west sides of the road, north of W. River Terrace Dr.

- Base Bid No. 1 – east side of S. 68<sup>th</sup> Street, 100 feet south of W. Wildwood Creek Ct.
- Alternate No. 1 – west side of S. 68<sup>th</sup> Street, 100 feet south of W. Wildwood Creek Ct.
- Alternate No. 2 – east side of S. 68<sup>th</sup> Street, 1700 feet south of W. Drexel Ave.
- Alternate No. 3 – west side of S. 68<sup>th</sup> Street, 1700 feet south of W. Drexel Ave.

**ANALYSIS**

One bid was received and opened publicly on June 8, 2023. One other prospective contractor contacted Staff prior to the bid opening that they did not have the capacity to take on the work at this time.

<b>Bidder</b>	<b>Base Bid No. 1</b>	<b>Alternate No. 1</b>	<b>Alternate No. 2</b>	<b>Alternate No. 3</b>	<b>Total</b>
<i>Engineer Estimate</i>	\$20,970.00	\$15,975.00	\$21,945.00	\$22,980.00	\$81,870.00
Arbor Green, Inc.	\$14,944.75	\$12,316.25	\$15,428.50	\$15,950.25	\$58,639.75

At the time of bid opening, Arbor Green, Inc. had not submitted the physical bid bond to the City Clerk as instructed. The bid bond was submitted electronically and Arbor Green, Inc. had the physical bid bond delivered to City Hall on June 10. Staff recommends that the irregularity be acknowledged and waived since the bid bond has been received and Arbor Green, Inc. is a qualified public works contractor.

**OPTIONS**

1. Award the contract to Arbor Green, Inc. for base bid, alternate no. 1, alternate no. 2, and alternate no. 3
2. Other direction from the Common Council.

**FISCAL NOTE**

The funding for this work (\$60,000.00) was included in a budget amendment for funding carry over that was authorized by Common Council May 16, 2023 (Ordinance No. 2023-2537).

\$60,000.00	Funds available, 41-0331-5823
(\$58,639.75)	Arbor Green, Inc. contract
\$1,360.25	Available as contingency

The contract price is primarily dependent on the linear foot of guardrail installed. Given that the limits of guardrail have been closely defined and are based on standard industry and product lengths, Staff feels there is very little potential for significant changes or overruns.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2023 - \_\_\_\_\_, a resolution to award the 2023 City of Franklin Guardrail Replacement contract to Arbor Green, Inc., in the amount of \$58,639.75.

Engineering: TAB



STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

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

A RESOLUTION TO AWARD  
THE 2023 CITY OF FRANKLIN GUARDRAIL REPLACEMENT CONTRACT TO  
ARBOR GREEN, INC., IN THE AMOUNT OF \$58,639.75

-----  
WHEREAS, the City of Franklin advertised and solicited bids for the 2023 City of Franklin Guardrail Replacement contract; and

WHEREAS, one bid was received on June 8, 2023, and Arbor Green, Inc. was the bidder; and

WHEREAS, Arbor Green, Inc. is a responsible and qualified public works contractor; and

WHEREAS, the 2023 City Budget includes \$60,000 for guardrail replacement; and

WHEREAS, Arbor Green, Inc. did not submit a bid bond in accordance with the instructions to bidders, but was found to have a valid and executed bid bond; and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to waive bidding irregularities related to bid bonds and award the contract for the 2023 City of Franklin Guardrail Replacement contract, in the amount of \$58,639.75 to Arbor Green, Inc.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 2023 City of Franklin Guardrail Replacement contract to Arbor Green, Inc.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Arbor Green, Inc. 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 \_\_\_\_\_

Guardrail Replacement - City of Franklin (#8531979)  
 Owner Franklin, City of  
 Solicitor Franklin, City of  
 06/08/2023 10:00 AM CDT

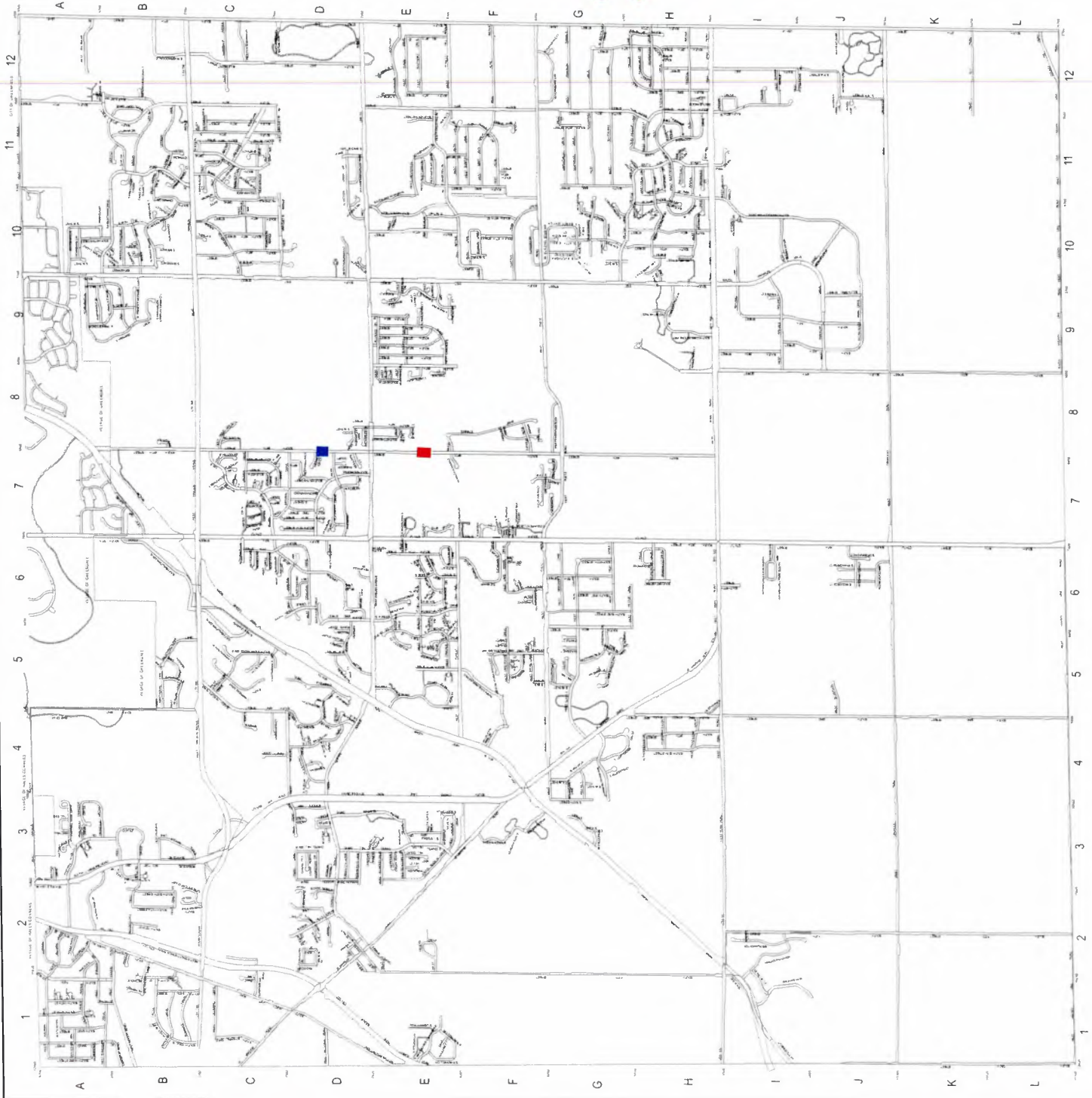
Line Item	Item Code	Item Description	UoFM	Quantity	Engineer Estimate		Arbor Green, Inc.	
					Unit Price	Extension	Unit Price	Extension
BASE BID NO 1 - NB S 68TH ST , 100' S OF WILDWOOD CREEK CT								
1	1	Removing Guardrail	LF	108	\$ 15.00	\$ 1,620.00	\$9.50	\$1,026.00
2	2	MGS Guardrail 3	LF	87.5	\$ 84.00	\$ 7,350.00	\$42.50	\$3,718.75
3	3	MGS Guardrail Terminal EAT	EACH	1	\$ 7,000.00	\$ 7,000.00	\$5,700.00	\$5,700.00
4	4	MGS Guardrail Terminal Type 2	EACH	1	\$ 5,000.00	\$ 5,000.00	\$4,500.00	\$4,500.00
						\$20,970.00		\$14,944.75
MANDATORY ALTERNATE BID NO 1 - SB S 68TH ST , 100' S OF WILDWOOD CREEK CT								
5	1	Removing Guardrail	LF	55	\$ 15.00	\$ 825.00	\$9.50	\$522.50
6	2	MGS Guardrail 3	LF	37.5	\$ 84.00	\$ 3,150.00	\$42.50	\$1,593.75
7	3	MGS Guardrail Terminal EAT	EACH	1	\$ 7,000.00	\$ 7,000.00	\$5,700.00	\$5,700.00
8	4	MGS Guardrail Terminal Type 2	EACH	1	\$ 5,000.00	\$ 5,000.00	\$4,500.00	\$4,500.00
						\$15,975.00		\$12,316.25
MANDATORY ALTERNATE BID NO 2 - NB S 68TH ST , 1700' S OF DREXEL AVE								
9	1	Removing Guardrail	LF	103	\$ 15.00	\$ 1,545.00	\$9.50	\$978.50
10	2	MGS Guardrail 3	LF	100	\$ 84.00	\$ 8,400.00	\$42.50	\$4,250.00
11	3	MGS Guardrail Terminal EAT	EACH	1	\$ 7,000.00	\$ 7,000.00	\$5,700.00	\$5,700.00
12	4	MGS Guardrail Terminal Type 2	EACH	1	\$ 5,000.00	\$ 5,000.00	\$4,500.00	\$4,500.00
						\$21,945.00		\$15,428.50
MANDATORY ALTERNATE BID NO 3 - SB S 68TH ST , 1700' S OF DREXEL AVE								
13	1	Removing Guardrail	LF	102	\$ 15.00	\$ 1,530.00	\$9.50	\$969.00
14	2	MGS Guardrail 3	LF	112.5	\$ 84.00	\$ 9,450.00	\$42.50	\$4,781.25
15	3	MGS Guardrail Terminal EAT	EACH	1	\$ 7,000.00	\$ 7,000.00	\$5,700.00	\$5,700.00
16	4	MGS Guardrail Terminal Type 2	EACH	1	\$ 5,000.00	\$ 5,000.00	\$4,500.00	\$4,500.00
						\$22,980.00		\$15,950.25
<b>TOTAL</b>						\$81,870.00		\$58,639.75

# CITY OF FRANKLIN 2023 Guardrail Replacements



3,000 1,500 0 3,000 Feet

- BASE BID NO. 1, MANDATORY ALTERNATE BID NO. 1
- MANDATORY ALTERNATE BID NO. 2 AND NO. 3



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APPROVAL <i>X</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 27, 2023
Reports & Recommendations	<b>An Ordinance to Modify Municipal Code 222-3.G. to Allow for Construction of More than Two Driveways</b>	ITEM NO. All Districts <i>Gr. 16.</i>

**BACKGROUND**

A house is under construction at 8942 W. Warwick Way (TKN 754 0076 000). The builder would like to have a horseshoe circular driveway on W. Warwick Way and also a third driveway on S. Cambridge Drive. Municipal Code 222-3.G. Second Driveway discusses how the City Engineer may approve a second driveway, but does not provide a process for approval of a third or more driveways.

Therefore, the City Engineer initially denied the request and the applicant appealed as outlined in the Municipal Code for the regular scheduled meeting on June 20, 2023. Staff has reviewed the plans and the third driveway would meet all criteria for a second driveway request. Staff has no objections to approval of this third driveway. There are several letters of support from neighboring properties in support of this permission.

The City Legal Staff had a preference of an ordinance changing the municipal code instead of a resolution only allowing one property a third driveway. This item is being presented to the June 27, 2023 meeting as an ordinance to allow the City Engineer the authority to approve multiple driveways per the current Municipal Code.

**ANALYSIS**

Below is how Municipal Code 222-3.G. Second Driveway currently reads and how it would be modified:

**G. ~~Second driveway~~ Additional Driveways.**

- (1) *The owner of property supporting a one- or two-family residence or property zoned for such use may make application under this section for the installation of ~~one additional driveway~~ **additional driveways**, ~~in addition to the one driveway to service a single family dwelling or in addition to the one or two driveways to service a two-family dwelling.~~ The City Engineer may permit and approve such application after review and recommendation by the Building Inspection and Planning and Zoning Departments where the proposed additional driveways will result in a circular drive upon the property constructed to the principal building or where additional access is necessary so as to be connected to an accessory parking structure for access purposes. No permit shall be granted by the City Engineer where such ~~second~~ driveway installation.*
  - (a) *Would not meet the minimum turning radii set forth in the Engineering Department of Design Specifications;*
  - (b) *Where the resulting **additional** driveway access to a public street would be within 50 feet from a street intersection corner lot line; or*
  - (c) *Where such proposed **additional** driveways would not otherwise comply with all setback requirements under the Unified Development Ordinance.*

- (2) *Should the City Engineer deny any such application under this Subsection, the City Engineer shall specify the reasons for such denial and send written notice thereof by regular mail to the applicant. The applicant may appeal such denial to the Common Council within 30 days of the date of written notice thereof by filing a request for appeal with the City Clerk, specifying the reasons for such appeal.*

**OPTIONS:**

- A. Approve or deny the ordinance to construct multiple driveways within the City of Franklin.
- B. Approve or deny the ordinance but written for three driveways, not multiple (would require a rewritten ordinance)

**FISCAL NOTE**

No impact on City finances.

**RECOMMENDATION**

Adopt Ordinance 2023-\_\_\_\_\_ an ordinance to modify Municipal Code 222-3.G. to allow for construction of more than two driveways.

Department of Engineering GEM

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

AN ORDINANCE TO AMEND  
§222-3.G. OF THE MUNICIPAL CODE TO ALLOW FOR  
CONSTRUCTION OF MORE THAN TWO DRIVEWAYS

-----  
WHEREAS, the Municipal Code allows for one- or two-family residence or property zoned for such use to make application for the installation of two driveways meeting certain criteria at the approval of the City Engineer after review and recommendation by the Building Inspection and Planning and Zoning Departments; and

WHEREAS, some parcels or lots would accommodate for three or more driveways; and

WHEREAS, Staff would still evaluate each additional driveway on the merit outlined in the Municipal Code.

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

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

G. ~~Second driveway~~ Additional Driveways.

- (1) The owner of property supporting a one- or two-family residence or property zoned for such use may make application under this section for the installation of ~~one additional driveway~~ additional driveways, ~~in addition to the one driveway to service a single-family dwelling or in addition to the one or two driveways to service a two-family dwelling.~~ The City Engineer may permit and approve such application after review and recommendation by the Building Inspection and Planning and Zoning Departments where the proposed additional driveways will result in a circular drive upon the property constructed to the principal building or where additional access is necessary so as to be connected to an accessory parking structure for access purposes. No permit shall be granted by the City Engineer where such ~~second~~ driveway installation:
  - (a) Would not meet the minimum turning radii set forth in the Engineering Department ~~of~~ Design Specifications;
  - (b) Where the resulting additional driveway access to a public street would be within 50 feet from a street intersection corner lot line; or
  - (c) Where such proposed additional driveways would not otherwise comply with all setback requirements under the Unified Development Ordinance.
- (2) Should the City Engineer deny any such application under this Subsection, the City Engineer shall specify the reasons for such denial and send written notice thereof by regular mail to the applicant. The applicant may appeal such denial to the Common Council within 30 days of the date of written notice thereof by filing a request for appeal with the City Clerk, specifying the reasons for such appeal.

INTRODUCED at a special meeting of the Common Council of the City of Franklin this  
\_\_\_\_\_ 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 \_\_\_\_





City of Franklin  
Engineering Department

June 15, 2023

Mr. Steve Wamser  
Synergy Homes WI, LLC  
PO Box 321486  
Franklin, WI 53132

RE: Third Driveway Request for 8942 W. Warwick Way

Mr. Wamser,  
In response to your June 14, 2023 letter concerning the referenced property, your request is denied in that Municipal Code 222-3.G.(1) allows me to approve one additional driveway, not two.

Pursuant to your verbal request and in compliance with 222-3.G.(2), I will bring your appeal to the Common Council for consideration.

Sincerely,

A handwritten signature in black ink that reads "Glen E. Morrow".

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

Copy: Alderwoman Michelle Eichmann  
Mayor John Nelson



June 14, 2023

Glen Morrow  
City Engineer/Director of Public Works  
City of Franklin

Dear Mr Morrow

I'm writing you in regards to 8942 W. Warwick Way Franklin, WI 53132. We are nearing completion on a Luxury Custom home in Oakes Estates Subdivision. The home was designed for a corner lot at the intersection of Warwick Way and S. Cambridge Drive. It has a two car garage facing Cambridge Drive and a two car garage facing Warwick Way which is the front of the home.

We are requesting to add a horseshoe driveway to the front of the home on Warwick Way. Adding this additional driveway complies with all other setbacks & standards in section 222-3 and also falls under the impervious surfaces requirement of 30%. There will be two driveway entrances on Warwick Way for the horseshoe driveway and one on S. Cambridge Drive servicing the other two car garage.

I have attached the survey, home plans, color renderings of the home. This was also approved by the Developer Max Oakes who lives on the street at 9071 W. Warwick Way. Please note the color renderings are inspiration only and do not represent the plans exactly as drawn.

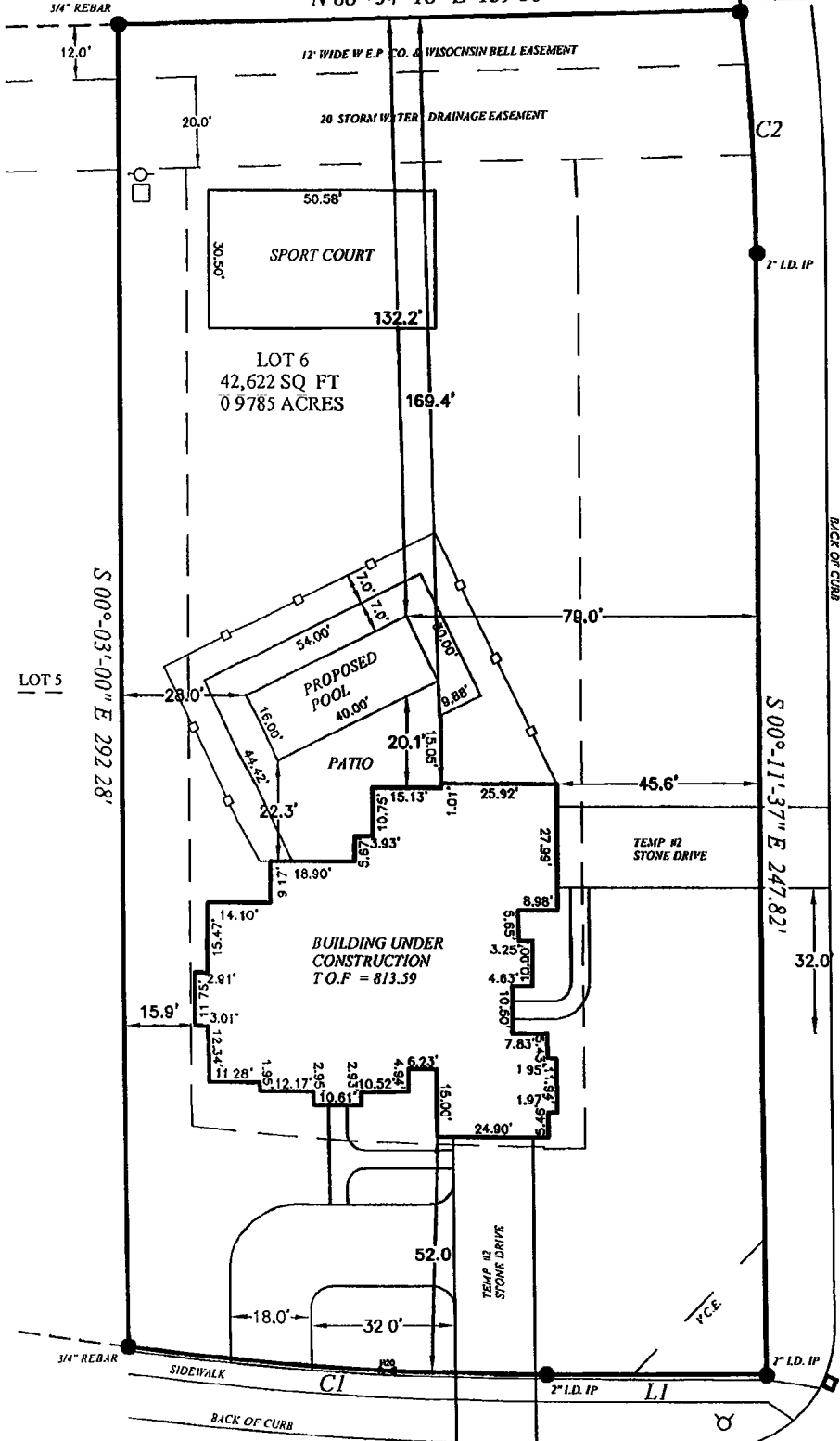
Thank You,  
Steve Wamser  
Synergy Homes WI, LLC  
[www.synergyhomeswi.com](http://www.synergyhomeswi.com)  
414-690-2533

Synergy Homes WI, LLC  
PO Box 321486, Franklin, WI 53132  
steve@synergyhomeswi.com  
414 690 2533

FOR LOT 6 OF OAKS ESTATES SUBDIVISION, AND BEING A PART OF THE SW 1/4 OF THE NORTHWEST QUARTER OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

LOT 20, STONE HEDGE SUBDIVISION

$N 88^{\circ}-34'-18'' E 139.50'$



C2  
 RAD = 470.00'  
 ARC = 53.72'  
 CHD = 53.70'  
 C.B. = N 03° 28' 24" W

ESTIMATED HARD SURFACE AREAS. 11,635.1 SQ. FT  
 ESTIMATED % USE OF TOTAL LOT AREA 27.30%  
 ESTIMATED % OF REMAINING OPEN SPACE. 72.70%  
 LOT AREA 42,622 SQ. FT  
 EXISTING BUILDING AREA 4,606.5 SQ. FT  
 WALK AREA 348.0 SQ. FT  
 PATIO AREA 1564.0 SQ. FT  
 DRIVE AREA TO R.O.W. 1762.1 SQ. FT  
 POOL AREA 640.0 SQ. FT  
 SPORT COURT AREA 1542.8 SQ. FT  
 EXTRA DRIVE AREA 1171.7 SQ. FT

S. CAMBRIDGE DRIVE  
 (60' R.O.W.)

- LEGEND:** These standard symbols may be found in the drawing.
- Lot Corner (Found) w/desc.
  - Elec Trans Box (Implies Easement)
  - ⊕ Man Hole
  - Utility Pedestal (Implies Easement)
  - ⊙ Fire Hydrant
  - ⊗ Water Valve
  - Catch Basin
  - ⊕ Soil Boring
  - ⊥ Lateral End
  - ⊕ Offset Stake
  - Plotted Utility Easement
  - Building Setback Line
  - S --- Proposed Builder Silt Fence
  - Proposed Fence

C1  
 RAD = 720.00'  
 ARC = 94.09'  
 CHD = 94.02'  
 C.B. = S 86° 27' 00" W

W. WARWICK WAY

L1 = N 89°-48' 23" E 49.46'

(60' R.O.W.)



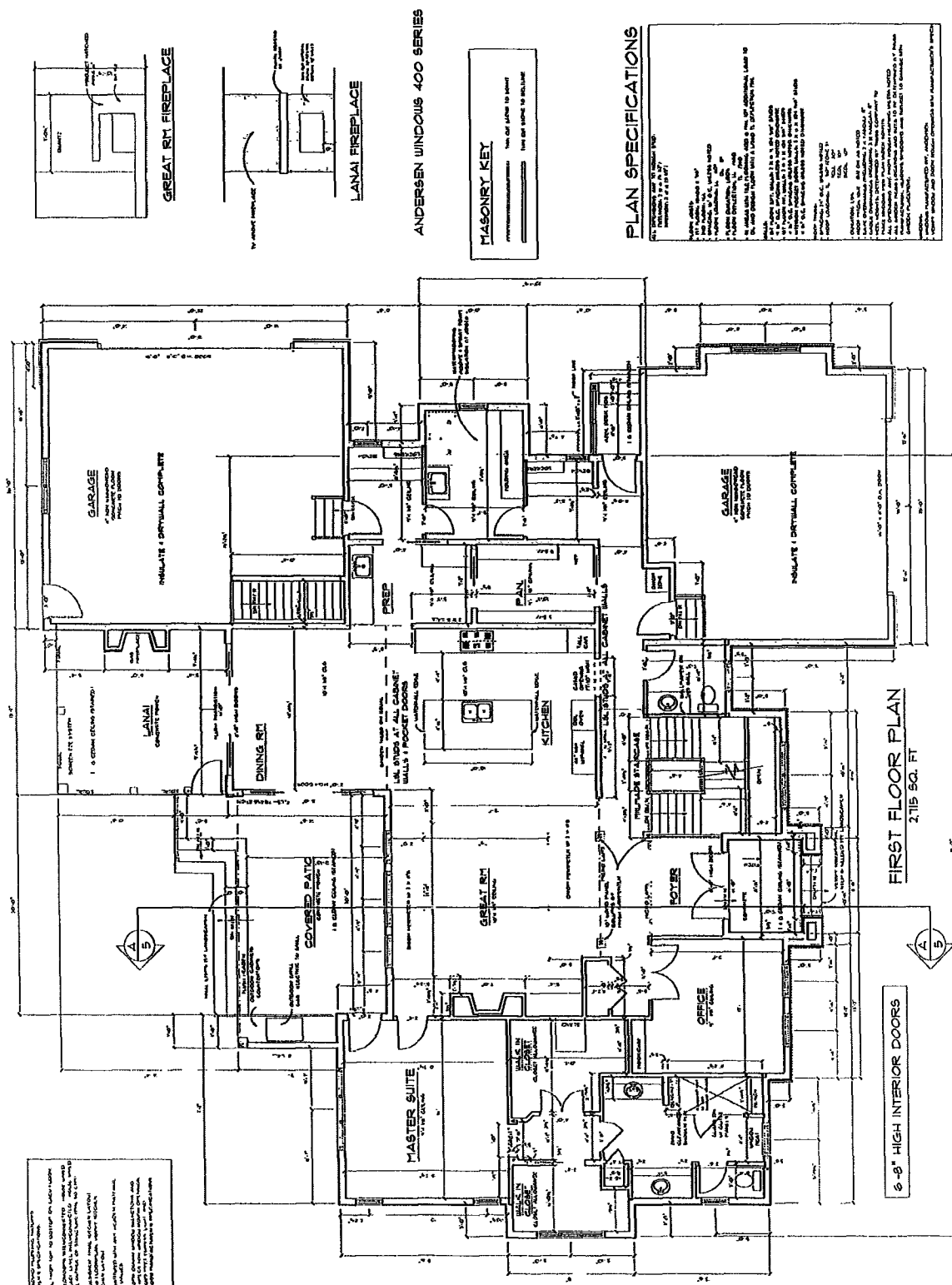




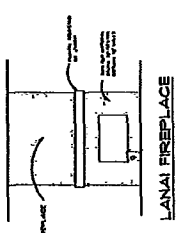
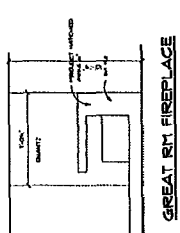
**IMPORTANT NOTE**  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 ALL FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.  
 ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SPECIFIED IN THE SPECIFICATIONS.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
 THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
 ALL UTILITIES SHALL BE PROTECTED AND DEEPLY REPAIRED OR REPLACED AS NECESSARY.  
 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.

**PAVE & TEODORA**  
 LOT 6 OAKES ESTATES FRANKLIN, WI  
 SHEET NO. 4 OF 6  
 DATE: 12/15/11  
 DRAWN BY: J. TEODORA  
 CHECKED BY: J. TEODORA  
 PROJECT: SYNERGY HOMES W1, LLC  
 414 - 690 - 2533  
 P.O. BOX 32486 FRANKLIN, WI

**SYNERGY HOMES W1, LLC**  
 414 - 690 - 2533  
 P.O. BOX 32486 FRANKLIN, WI



**NOTES:**  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.  
 3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SPECIFIED IN THE SPECIFICATIONS.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
 6. ALL UTILITIES SHALL BE PROTECTED AND DEEPLY REPAIRED OR REPLACED AS NECESSARY.  
 7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.



**ANDERSEN WINDOWS 400 SERIES**  
 MASONRY KEY: 1/2" x 1/2" x 1/2" (SEE DETAIL FOR KEY)  
 1/2" x 1/2" x 1/2" (SEE DETAIL FOR KEY)

**PLAN SPECIFICATIONS**  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 ALL FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.  
 ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SPECIFIED IN THE SPECIFICATIONS.  
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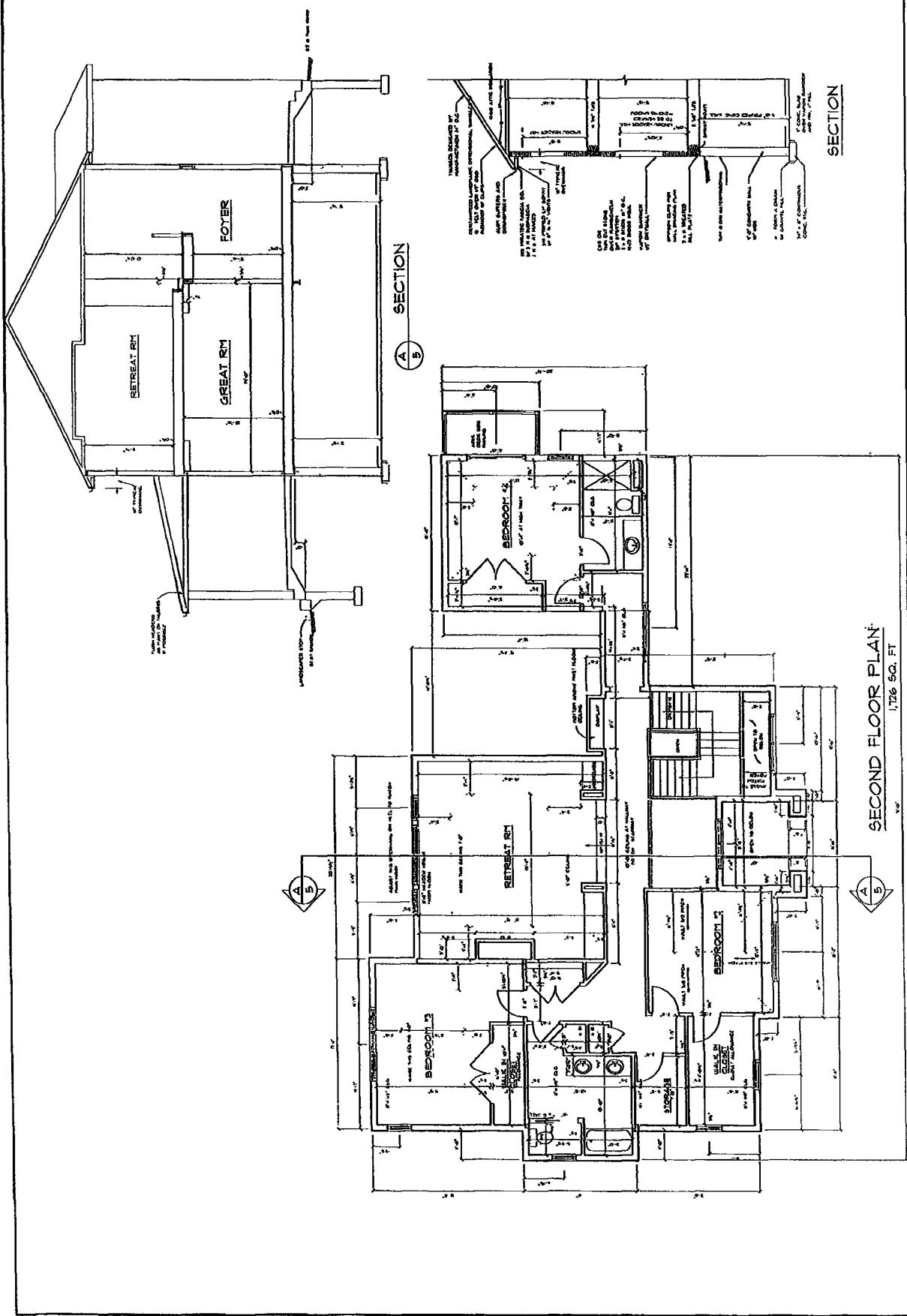
**FIRST FLOOR PLAN**  
 2,115 SQ. FT.

**6'-8" HIGH INTERIOR DOORS**

SYNERGY HOMES W1, LLC  
P.O. BOX 321486 FRANKLIN, WI  
414 - 690 - 2533

CUSTOM DRAWING FOR  
PAYLE & TEODORA  
LOT 6 DANCED BEAVER FRANKLIN  
SHEET NO. 3 OF 3  
DATE: 11/11/11  
SCALE: 1/8" = 1'-0"

IMPORTANT NOTE:  
IN ORDER TO OBTAIN PERMITS AND TO CONFORM TO ALL APPLICABLE CODES, THE ARCHITECT HAS PROVIDED THIS SET OF PLANS WITH ALL NECESSARY NOTES AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR CONFORMING TO ALL APPLICABLE CODES. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY VIOLATIONS OF ANY APPLICABLE CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR CONFORMING TO ALL APPLICABLE CODES. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY VIOLATIONS OF ANY APPLICABLE CODES.




SECOND FLOOR PLAN  
1,726 SQ. FT.

SECTION

SECTION



<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 6/27/23
<b>Reports &amp; Recommendations</b>	<b>Pathway Funding for S. 27<sup>th</sup> Street from W. Villa Drive to W. Elm Road</b>	<b>ITEM NO.</b> <b>Ald Dist. 4</b> G.17.

**BACKGROUND**

On June 6, 2023, Common Council (Item G.3) chose to instruct Wisconsin Department of Transportation (WisDOT) to construct 6-foot wide sidewalks continuously on S. 27<sup>th</sup> Street (STH 241) from W. Elm Road to W. Villa Drive. This project is anticipated to bid on 9/25/2026. For tracking purposes, the WisDOT project has a Design ID of 2265-09-01 and a Construction ID of 2265-09-70.

The local cost share is estimated to be \$222,400 for the segment from W. Villa Drive to W. Ryan Road and \$2,186,000 for the section from W. Ryan Road to W. Elm Road. The total local cost is \$2,408,400- not \$421,400 as noted in the June 6, 2023 Common Council action but this was corrected verbally in the meeting.

**ANALYSIS**

Municipal Code §207-15 discusses Special Assessments and *“the cost of installing or constructing any public work or improvement by the City may be charged under this section **in whole or in part** to the property benefited by such work or improvement, and the City Council may make an assessment against such benefited property in the manner provided herein.”*

Additionally, Subsection K.(2)(e) discusses deferments for sidewalks in that *“a deferment of the principal and interest of a special assessment for the installation of sidewalks is hereby authorized only as to lands abutting such improvements which at the time of the levy of such special assessment are zoned single-family or two-family residential under Zoning Ordinance No. 221 of Franklin, Wisconsin, as amended from time to time, and such deferred assessment shall remain deferred until any date upon which the property is rezoned so as to allow for a multifamily residential, business, institutional or industrial use.”*

There are 83 properties along this section of S. 27th Street with an assumed assessable frontage of approximately 9,045 linear feet. A list of all 83 properties with assumed assessments is attached. The assessments are assumed as the exact cost of the project will not be known until 2026 or 2027. In addition, Staff has not pulled all of the property descriptions to verify distances shown on the City GIS mapping. Exact assessments will be finalized when all numbers are known and verified.

Of the 83 parcels, 12 are zoned R-6 which would qualify for the deferment outlined in 207-15 K.(2)(e). These single-family parcels are immediately north and south of W. Briarwood Drive. The remaining 71 parcels are not eligible for the single-family or two-family residential deferment.

The assessments range from \$1,117 (ignoring the R-6 properties eligible for indefinite deferments) to \$365,483.38 (Wheaton Franciscan Healthcare). Combining the two Wheaton Franciscan Healthcare parcels, their total assessment is \$713,576.03.

Considering the residential properties that would have indefinite deferment, the amount that the City would likely never recover is \$30,969.37. The remaining \$2,377,430.63 would be collected. There is nothing in the Municipal Code that discusses a payment plan, but pursuant to past practice for water and sewer projects, property owners have been offered a 6%, 12-year payment option. Note that the decorative lighting assessment in 2016 for commercial properties north of W. Villa Drive allowed for this payment plan.

The accumulated Park Impact Fees do allow for reimbursement for these type of trail projects in an amount of up 62% of the local cost. Staff has asked Ed Maxwell- Ruckert& Mielke to comment and his opinion is that the local portion of the costs (\$2,408,400) are eligible for park impact fees,

even if the local costs are assessed to local properties. Therefore, the City could use \$1,493,208 of park impact fees to offset the property assessments. This results in significant savings to the properties and the combination of the two Wheaton Franciscan Healthcare parcels would drop from \$713,576.03 to \$271,158.90.

Again, the City could cover a portion of the assessed costs with the capital improvement program in 2026 or 2027.

Upon receiving Common Council input, it is recommended that a public hearing for this project be established for the Common Council meeting on August 1, 2023 at 6:30 p.m. for a preliminary resolution to special assess.

**FISCAL NOTE:**

To aid in the addition of the 5-year capital plan, Staff needs to know, and the property owners should know, if the City will 1) cover any portion of the sidewalks and 2) will there be a financing offer. This will be discussed in the Engineer's Report that will be distributed to the property owners in advance of the public hearing.

The attached spreadsheet shows the options of assessing 100% of Franklin's share to the property owners and applying 62% of the costs to the park impact fees. Common Council may also consider applying other funds to this project.

**OPTIONS:**

- A. Decide if any, all, or none of the public improvements should be assessed to property owners.
- B. Decide when a public hearing shall be held.
- C. Other direction to Staff

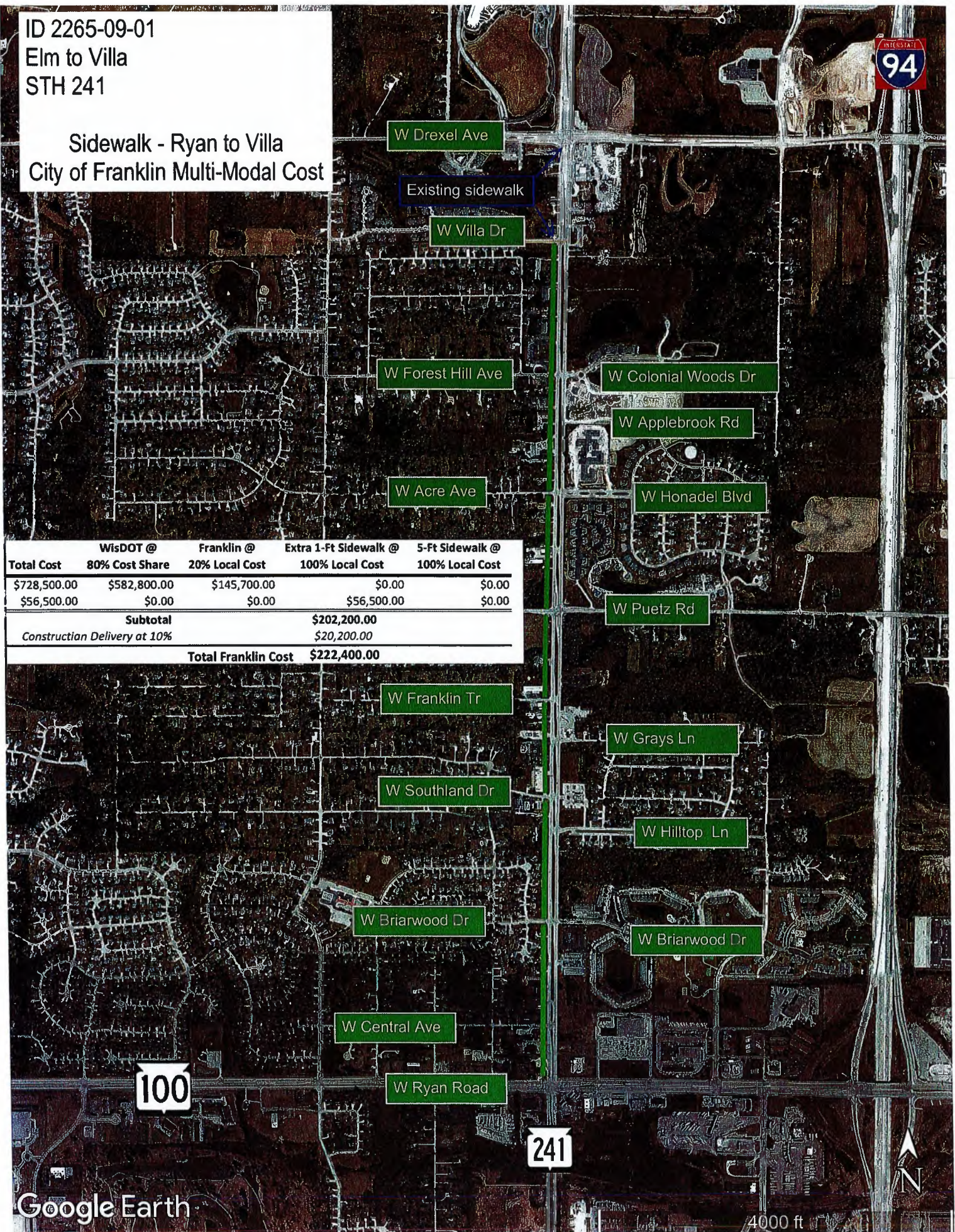
**RECOMMENDATION**

Motion to direct Staff to prepare an Engineers 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<sup>th</sup> Street from W. Villa Drive to W. Elm Road and return with a preliminary resolution to assess when ready.



ID 2265-09-01  
 Elm to Villa  
 STH 241

Sidewalk - Ryan to Villa  
 City of Franklin Multi-Modal Cost

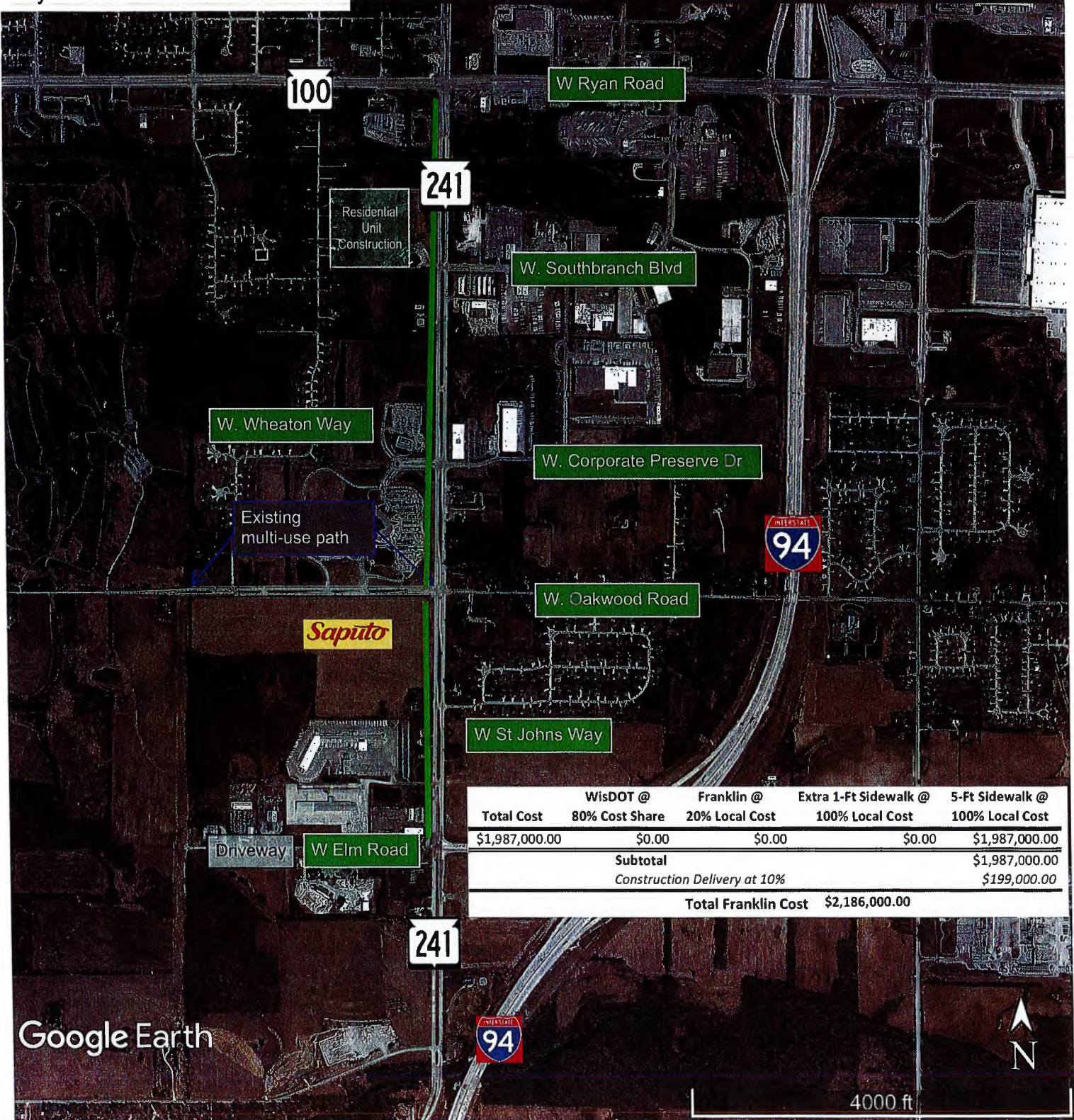


	WisDOT @ 80% Cost Share	Franklin @ 20% Local Cost	Extra 1-Ft Sidewalk @ 100% Local Cost	5-Ft Sidewalk @ 100% Local Cost
<b>Total Cost</b>	\$728,500.00	\$582,800.00	\$145,700.00	\$0.00
	\$56,500.00	\$0.00	\$0.00	\$56,500.00
<b>Subtotal</b>			<b>\$202,200.00</b>	
<i>Construction Delivery at 10%</i>			<i>\$20,200.00</i>	
		<b>Total Franklin Cost</b>	<b>\$222,400.00</b>	



ID 2265-09-01  
 Elm to Villa  
 STH 241

Sidewalk - Elm to Ryan  
 City of Franklin Multi-Modal Cost



	WisDOT @	Franklin @	Extra 1-Ft Sidewalk @	5-Ft Sidewalk @
	80% Cost Share	20% Local Cost	100% Local Cost	100% Local Cost
<b>Total Cost</b>	\$1,987,000.00	\$0.00	\$0.00	\$1,987,000.00
<b>Subtotal</b>				\$1,987,000.00
				<i>Construction Delivery at 10%</i>
				\$199,000.00
<b>Total Franklin Cost</b>				\$2,186,000.00

Google Earth



4000 ft



**PRELIMINARY EVALUATION ON ASSESSEMENT FOR PATHWAY ON S. 27TH STREET FROM W. ELM ROAD TO W. VILLA DRIVE**

Parcel	Address	TKN	Owner	zoning	Assumed Distance (To be Verified Later)	Assumed Assessment without Park Impact Fees	Assumed Assessment Using Full Park Impact Fees
<b>W. Elm Road</b>							
1	10627 S 27TH ST	951 9999 002	WASTE MANAGEMENT OF WIS INC	PDD 39	265	\$ 76,718.30	\$ 29,152.95
2	10627 S 27TH ST	951 9996 018	BEST DISPOSAL SYSTEMS	PDD 39	100	\$ 28,950.30	\$ 11,001.11
3	10601 S 27TH ST	951 9996 008	CON-WAY CENTRAL EXPRESS	PDD 39	240	\$ 69,480.73	\$ 26,402.68
4	10563 S 27TH ST	951 9996 007	ACKER, DELORES	PDD 39	319	\$ 92,351.47	\$ 35,093.56
5	10521 S 27TH ST	951 9998 000	JAMS-4 LLC	PDD 39	160	\$ 46,320.48	\$ 17,601.78
6	10511 S 27TH ST # B	951 9997 001	JAMS-4 LLC	PDD 39	190	\$ 55,005.57	\$ 20,902.12
7	10467 S 27TH ST	951 9994 003	SAPUTO	PDD 39	1,104	\$ 319,721.35	\$ 121,494.11
8	10467 S 27TH ST	951 9995 000	SPENCER, MARILYN REVOCABLE TRUST OF	PDD 39	160	\$ 46,320.48	\$ 17,601.78
<b>W. Oakwood Road</b>							
9	10101 S 27TH ST 500	928 2007 000	WHEATON FRANCISCAN HEALTHCARE-SE WI INC	B-7	1,202	\$ 348,092.65	\$ 132,275.21
<b>W. Wheaton Way</b>							
10	9969 S 27TH ST 1300	928 9996 007	WHEATON FRANCISCAN HEALTHCARE-SE WI INC & DBA ASCEI	B-7	1,262	\$ 365,483.38	\$ 138,883.69
11	9851 S 27TH ST	902 9965 012	ACJM 1883 LLC	B-4	199	\$ 57,611.10	\$ 21,892.22
12	9843 S 27TH ST	902 9965 011	MURPHY, ADAM C & MURPHY, TANYA M	B-4	353	\$ 102,209.04	\$ 38,839.44
13	0 S 27TH ST	902 9969 000	KRECAK, NIKOLA	B-4	55	\$ 15,922.67	\$ 6,050.61
14	9813 S 27TH ST	902 9968 000	JOHNSON, SCOTT A & BETH M & SCHWEITZER, JOSEPH R	B-4	60	\$ 17,370.18	\$ 6,600.67
15	9755 S 27TH ST	902 9001 000	FRED-FRANKLIN HC, LLC	B-4	604	\$ 174,851.14	\$ 66,443.43
16	0 S 27TH ST	902 9965 004	JJS INVESTMENTS	B-4	75	\$ 21,686.67	\$ 8,240.94
17	9677 S 27TH ST	902 9967 000	MILWAUKEE COUNTY - TREASURER	B-4	200	\$ 57,900.61	\$ 22,002.23
18	9575 S 27TH ST	902 9965 010	DADASWAMI HOSPITALITY LLC	B-4/FW/FC/PDD33	705	\$ 204,143.06	\$ 77,574.36
19	9527 S 27TH ST	902 9964 002	STKALI HOLDINGS LLC ET AL	PDD33	297	\$ 85,860.81	\$ 32,627.11
<b>W. Ryan Road</b>							
<b>Sub-Total South of Ryan Road</b>					7,551 feet		
					\$ 2,186,000		
					\$ 289.50	/Linear Foot	
<b>Assessment Sub-Totals</b>						\$ 2,186,000.00	\$ 830,680.00
<b>Sub-Total of Deferment Cost for South Section</b>						\$ -	\$ -
<b>W. Ryan Road</b>							
20	9461 S 27TH ST	879 9999 000	TBH1 PROPERTIES, LLC & TBH2 PROPERTIES, LLC	B-4	231	\$ 5,680.06	\$ 2,158.42
21	9447 S 27TH ST	879 9997 000	TBH1 PROPERTIES, LLC & TBH2 PROPERTIES, LLC	B-4	102	\$ 2,496.77	\$ 948.77
22	9419 S 27TH ST	879 9995 001	DRAGICEVIC, VASO & DRAGICEVIC, MIRJANA	B-4	200	\$ 4,917.80	\$ 1,868.76
23	9405 S 27TH ST	879 9994 000	DRAGICEVIC, VASO & DRAGICEVIC, MIRJANA	B-4	130	\$ 3,207.88	\$ 1,219.00
<b>W. Central Avenue</b>							
24	9375 S 27TH ST	879 9932 000	MILISAVLJEVIC, MIROSLAV & MILISAVLJEVIC, RADA	B-4	138	\$ 3,384.68	\$ 1,286.18
25	9347 S 27TH ST	879 9930 001	POZDER, GORAN & DIJANA & LAKIC, JOVAN (L/C)	B-4	210	\$ 5,163.69	\$ 1,962.20
26	9335 S 27TH ST	879 9929 001	MS MOTEL GROUP LLC	B-4	210	\$ 5,163.69	\$ 1,962.20
27	9307 S 27TH ST	879 9927 000	BAGLES PETERSEN, DINA	B-4	105	\$ 2,581.85	\$ 981.10
28	9228 S 28TH ST	879 0287 000	CONOVER, TIMOTHY J	R-6	177	\$ 4,357.91	\$ 1,656.01
29	9220 S 28TH ST	879 0288 000	AHMED, ADIL H & AWAD, SAMAH T	R-6	80	\$ 1,967.12	\$ 747.51
30	9220 S 28TH ST	879 0289 000	AHMED, ADIL H & AWAD, SAMAH T	R-6	27	\$ 663.90	\$ 252.28
31	9231 S 27TH ST	879 9926 000	ZAMORA, DIANA	R-6	180	\$ 4,426.02	\$ 1,681.89
<b>W. Briarwood Drive</b>							
32	9156 S 28TH ST	879 0316 000	FLORES, RAMON A & FLORES, HECTOR	R-6	100	\$ 2,459.15	\$ 934.48
33	9148 S 28TH ST	879 0315 000	WILTZIUS, JOSEPH & WILTZIUS, JANET C	R-6	85	\$ 2,090.07	\$ 794.23
34	9140 S 28TH ST	879 0314 000	SERDYNSKI, MATTHEW A & CHRISTINE A REVOC	R-6	85	\$ 2,090.07	\$ 794.23
35	9132 S 28TH ST	879 0313 000	BLANK, MICHAEL A & BLANK, WANDA J	R-6	85	\$ 2,090.07	\$ 794.23
36	9124 S 28TH ST	879 0312 000	KIM, MAN D & KIM, EVANGELINE C	R-6	85	\$ 2,090.07	\$ 794.23
37	9116 S 28TH ST	879 0311 000	REIKOWSKI, RONALD M	R-6	80	\$ 1,967.12	\$ 747.51
38	9108 S 28TH ST	879 0310 000	ESPINOZA, RAMIRO & ESPINOZA, DIANE	R-6	145	\$ 3,571.31	\$ 1,357.10
39	2800 W HILLTOP LN	879 0309 000	PENTEK, REED	R-6	130	\$ 3,196.57	\$ 1,214.70
40	9063 S 27TH ST	855 9999 000	RASOOL, AZHAR	B-4	259	\$ 6,367.32	\$ 2,419.58
41	9041 S 27TH ST	855 9974 000	X5 PROPERTIES LLC	B-4	145	\$ 3,565.41	\$ 1,354.85
42	9023 S 27TH ST	855 9973 001	SOUTH SHORE LODGE #3 F&AM	B-4	150	\$ 3,688.35	\$ 1,401.57
<b>W. Southland Drive</b>							
43	8973 S 27TH ST	855 9972 000	ASHIPURI INC	B-4	299	\$ 7,352.11	\$ 2,793.80
44	8933 S 27TH ST	855 9948 000	NT TEKNA LLC	B-4	300	\$ 7,376.70	\$ 2,803.15
45	8911 S 27TH ST	855 9947 000	MORA ENDEAVORS LLC	B-4	126	\$ 3,098.22	\$ 1,177.32
46	8879 S 27TH ST	855 9946 001	JAROSZ, DAVID A	B-4	100	\$ 2,457.92	\$ 934.01
47	8861 S 27TH ST	855 9946 002	KNAPP, RAY H JR & LYNETTE M - REV TRUST	B-4	100	\$ 2,458.90	\$ 934.38
48	8853 S 27TH ST	855 9944 000	PUSCHNIG ENTERPRISES LLC	B-4	132	\$ 3,245.75	\$ 1,233.38
<b>W. Franklin Terrace</b>							
49	8833 S 27TH ST	855 9908 001	X-PER-T'S SERVICES INC (L/C) & MARTENS, ERVIN W & BEVERI	B-4	164	\$ 4,031.61	\$ 1,532.01
50	0 S 27TH ST	855 9907 000	ALIOTO, JAMES F, SERAJEAN F & JOSEPH G Owner Line 2: PIN	B-4	170	\$ 4,180.13	\$ 1,588.45
51	8771 S 27TH ST	855 9906 000	PUSCHNIG, STEVEN K Owner Line 2: PUSCHNIG, KIMBERLY M	B-4	165	\$ 4,057.19	\$ 1,541.73
52	2707 W PUETZ RD	855 0108 001	27TH PUETZ LLC	B-4	428	\$ 10,517.46	\$ 3,996.63
<b>W. Puetz Road</b>							
53	8671 S 27TH ST	832 9994 000	THE DURGA REVOCABLE LIVING TRUST	B-4	427	\$ 10,499.51	\$ 3,989.81
54	8617 S 27TH ST	832 9999 000	PAUL, MICHAEL F	B-4	59	\$ 1,447.31	\$ 549.98
55	8595 S 27TH ST	832 9998 000	PAUL, MICHAEL F	B-4	118	\$ 2,894.86	\$ 1,100.05

**PRELIMINARY EVALUATION ON ASSESSEMENT FOR PATHWAY ON S. 27TH STREET FROM W. ELM ROAD TO W. VILLA DRIVE**

Parcel	Address	TKN	Owner	zoning	Assumed Distance (To be Verified Later)	Assumed Assessment without Park Impact Fees	Assumed Assessment Using Full Park Impact Fees
56	8581 S 27TH ST	832 9997 000	PAUL, MICHAEL F	B-4	60	\$ 1,475.34	\$ 560.63
57	8575 S 27TH ST	832 9996 000	CORRY STEVEN G	B-4	60	\$ 1,475.34	\$ 560.63
58	8561 S 27TH ST	832 9995 000	MARTENS, PAUL T	B-4	118	\$ 2,901.50	\$ 1,102.57
59	0 S 27TH ST	832 9956 000	PAUL, MICHAEL F	B-4	45	\$ 1,117.32	\$ 424.58
60	8545 S 27TH ST	832 9955 000	PAUL, MICHAEL F	B-4	50	\$ 1,229.45	\$ 467.19
61	8533 S 27TH ST	832 9954 000	WESTBY SUSAN T	B-4	50	\$ 1,229.45	\$ 467.19
62	8531 S 27TH ST	832 9953 000	NELSON GAYLE	B-4	50	\$ 1,229.45	\$ 467.19
63	8525 S 27TH ST	832 9952 000	RODRIGUEZ IRREVOCABLE TRUST 2018	B-4	50	\$ 1,229.45	\$ 467.19
64	8517 S 27TH ST	832 9951 000	RODRIGUES DE CHAVEZ, VERONICA	B-4	50	\$ 1,229.45	\$ 467.19
65	8511 S 27TH ST	832 9950 000	RODRIGUES DE CHAVEZ, VERONICA	B-4	50	\$ 1,229.45	\$ 467.19
66	8505 S 27TH ST	832 9949 000	MICHAELS, HEATHER Owner Line 2 LELAND III SCHAMS	B-4	56	\$ 1,376.98	\$ 523.25
67	0 S 27TH ST	832 9947 000	BAKER, ELAINE	B-4	56	\$ 1,376.98	\$ 523.25
68	8473 S 27TH ST	832 9945 001	GAJEWSKI, ROBERT Owner Line 2 GAJEWSKI NONDA	B-4	100	\$ 2,458.90	\$ 934.38
69	8439 S 27TH ST	832 9943 001	BANDE, WAYNE R Owner Line 2 BANDE JONELLE	B-4	100	\$ 2,458.90	\$ 934.38
70	8439 S 27TH ST	832 9942 000	BANDE, WAYNE R Owner Line 2 BANDE, JONELLE	B-4	50	\$ 1,229.45	\$ 467.19
71	8437 S 27TH ST	832 9941 000	R & E REAL ESTATE LLC	B-4	50	\$ 1,229.45	\$ 467.19
72	8405 S 27TH ST	832 9893 001	KRITON & ERMIRA LLC W Acre Avenue	B-4	170	\$ 4,180.13	\$ 1,588.45
73	8381 S 27TH ST	832 9892 000	KRITON & ERMIRA LLC	B-4	118	\$ 2,898.31	\$ 1,101.36
74	8361 S 27TH ST	832 9891 000	JOJO ENTERPRISES, LLC	B-4	238	\$ 5,849.23	\$ 2,222.71
75	8341 S 27TH ST	832 9890 000	PUSCHNIG STEVEN K	B-4	170	\$ 4,180.13	\$ 1,588.45
76	8305 S 27TH ST	832 9889 000	A & V DEVELOPERS, LLC W Forest Hill Avenue	B-4	219	\$ 5,384.99	\$ 2,046.30
77	8253 S 27TH ST	809 9999 000	WS HOTELS GROUP LLC	B-4	376	\$ 9,245.47	\$ 3,513.28
78	8241 S 27TH ST	809 9959 003	KSG DEVELOPMENT LLP	B-4	200	\$ 4,917.80	\$ 1,868.76
79	8171 S 27TH ST	809 9958 000	RIVERA, JOSEPH D	B-4	65	\$ 1,598.29	\$ 607.35
80	8155 S 27TH ST	809 9956 000	ROGICH PROPERTIES LLC	B-4	117	\$ 2,876.91	\$ 1,093.23
81	8153 S 27TH ST 400	809 9955 003	8153 INVESTMENTS I LLC Owner Line 2 8153 INVESTMENTS I	B-4	180	\$ 4,426.02	\$ 1,681.89
82	8151 S 27TH ST	809 9954 000	AREZINA, TOMISLAV Owner Line 2 AREZINA, NEVENKA	B-4	346	\$ 8,507.80	\$ 3,232.96
83	8095 S 27TH ST	809 0049 000	NAK, MOLITA D W Villa Drive	B-4	124	\$ 3,053.46	\$ 1,160.32
<b>Sub-Total North of Ryan Road</b>					9,045	feet	
					\$	222,400	
					\$	24.59	/Linear Foot
						\$ 222,400.00	\$ 84,512.00
						\$ 30,969.37	\$ 11,768.36
<b>Total of All Sections</b>					16,596	feet	
					\$	2,408,400.00	
					varies	/foot	
						\$ 2,408,400.00	\$ 915,192.00
						\$ 30,969.37	\$ 11,768.36

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>JR</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;">6/27/23</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">A Resolution Authorizing Certain Officials to Execute an Amendment to Agreement With Ehlers and Associates, Inc. for Tax Incremental District Creation Professional Services</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.18.</p>

Annexed hereto are a copy of the above Resolution and a copy of the Amendment to Agreement with an Attachment therefore. The Common Council approved the Agreement with Ehlers at its meeting on June 6, 2023. Ehlers has requested changes to the insurance amounts in the Agreement, i.e., General/Commercial Liability from \$2,000,000 per each occurrence and \$4,000,000 per general aggregate to \$1,000,000 and \$2,000,000 respectively; and Umbrella or Excess Liability from \$10,000,000 per occurrence to \$3,000,000 per occurrence. Staff has reviewed and recommends approval as set forth in the Amendment.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Amendment to Agreement With Ehlers and Associates, Inc. for Tax Incremental District Creation Professional Services.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AMENDMENT TO AGREEMENT WITH EHLERS AND ASSOCIATES, INC. FOR TAX INCREMENTAL DISTRICT CREATION PROFESSIONAL SERVICES

WHEREAS, the Common Council having adopted Resolution No. 2023-8006 at its meeting on June 6, 2023, A Resolution Authorizing Certain Officials to Execute Agreement between the City of Franklin and Ehlers and Associates, Inc. for Tax Incremental District Creation Professional Services; and

WHEREAS, the contractor having requested and submitted and City staff having reviewed a certificate of insurance provided by the contractor with insurance amounts differing in part from that set forth in the Agreement, and having recommended approval thereof considering the contractor and the services to be provided.

WHEREAS, the Common Council upon the recommendation of City staff having reviewed such proposed amendment to agreement for professional consulting services and having found same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Amendment to Agreement to Provide Tax Incremental Financing Services with Ehlers and Associates, Inc., in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Director of Finance and Treasurer be and the same are hereby authorized to execute and deliver such amendment to agreement.

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

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

APPROVED:

ATTEST:

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

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

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



**Amendment to Agreement between the City of Franklin and Ehlers and Associates, Inc. for  
Tax Incremental District Creation Professional Services**

*draft 6/18/23*

This Amendment to AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter “CLIENT”) and Ehlers and Associates, Inc. (hereinafter “CONTRACTOR”), whose principal place of business is N21W23350 Ridgeview Parkway West, Suite 100, Waukesha, Wisconsin 53188.

**WITNESSETH**

WHEREAS, the CONTRACTOR and CLIENT entered into an Agreement between the City of Franklin and Ehlers and Associates, Inc. for Tax Incremental District Creation Professional Services (“Agreement”) on June 15, 2023; and

WHEREAS, at the request of the CONTRACTOR, City staff having reviewed a certificate of insurance provided by the CONTRACTOR with insurance amounts differing in part from that set forth in the Agreement, and having recommended approval thereof considering the CONTRACTOR and the services to be provided; and the Common Council having concurred with such recommendation.

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

I. The provisions of VI. INSURANCE of the Agreement are hereby amended to read as follows:

**VI. INSURANCE**

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

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate,  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability	\$1,000,000 combined single limit  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$3,000,000 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.

II. Except as set forth above, all of the terms and provisions of the Agreement between the City of Franklin and Ehlers and Associates, Inc. for Tax Incremental District Creation Professional Services remain in full force and effect.

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

CITY OF FRANKLIN, WISCONSIN

Ehlers and Associates, Inc.

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME John R Nelson

PRINT NAME. \_\_\_\_\_

TITLE Mayor

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Thomas S Bakalarski

PRINT NAME: Karen L Kastenson

TITLE Interim Comptroller and Treasurer


TITLE: City Clerk

DATE: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>6/27/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>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</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.19</p>

At their meeting of June 14, 2023, the Fair Commission reviewed the license fees and due dates for Fair vendors for the operation of the St. Martins Fair. It was the consensus of the Commission to move the due date for the late fees associated with the transient merchant's licenses up by one day to 5:00 p.m. on Thursday preceding Labor Day for St. Martins Labor Day Fair (\$100) in 2023. Prior to this year it was 5:00 p.m. on Friday preceding Labor Day. This would give extra time to perform background checks on vendors, and notify any applicants if anything in their background check would disqualify them from being a vendor at the fair.

**COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2023-\_\_\_\_, 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.

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

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

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WHEREAS, the Fair Commission having reviewed the license fees and due dates for Fair vendors for the operation of the St. Martins Fair, and having determined a change in due date for transient merchant's late fee is needed associated with the operation of the Fair; and

WHEREAS, the Common Council having found such recommendations to be reasonable.

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

SECTION 1: §169-1 of the Municipal Code of the City of Franklin, Wisconsin, as it pertains to §237-8 License fee for Transient Merchants, St. Martins Fair license due date, is hereby amended to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*: "Issuance of transient merchant's license after 5:00 p.m. on ~~Friday~~ Thursday preceding Labor Day for St. Martins Labor Day Fair (additional) \$100.00".

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

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

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

Introduced at a special meeting of the Common Council of the City of Franklin this 27th day of June, 2023, by \_\_\_\_\_.

Passed and adopted at a special meeting of the Common Council of the City of Franklin this 27th day of June, 2023.

APPROVED:

\_\_\_\_\_  
John R. Nelson

ATTEST:

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Karen L. Kastenson, City Clerk

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

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 6/27/2023</p>
<p style="text-align: center;">REPORTS &amp; RECOMMENDATIONS</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 Building Exterior Specifications of 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</b></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G. 20.</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 \$350,000 under account 46 0181-5219-9657, Capital Funds, and Various Departments. Staff requested to carry over the \$350,000 of 2022 funds. 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. in September of 2021 to move forward with 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 the highest priority projects will be completed with the funds approved through the budget.

The attached agreement with IRS is for the proposals for the Building Exterior Specifications of Law Enforcement Center, Building Exterior Specifications of Fire Station No. 1, and Exterior Sealant Specifications of Public Library and was authorized by the Common Council on June 6, 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 Maintenance Repair Specification proposals for the Building Exterior Specifications of Law Enforcement Center, Building Exterior Specifications of Fire Station No. 1, and Exterior Sealant Specifications of Public Library 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 building exterior specifications of 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.

## A G R E E M E N T

This AGREEMENT, made and entered into this 22 day of June, 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 Building Exterior Specifications of 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,

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 Building Exterior Specifications of Fire Station No 1, Building Exterior Specifications of Law Enforcement Center, and Exterior Sealant Specifications of Public Library City Facilities, as described in CONTRACTOR's three proposals to CLIENT for each of the foregoing tasks dated April 25, 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

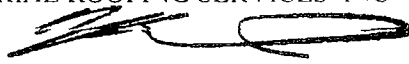
The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal Attachment Exhibit and standard terms and provisions annexed hereto

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 Keith Dippel

TITLE Mayor

TITLE President

DATE \_\_\_\_\_

DATE June 22, 2023

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 \_\_\_\_\_





**IRS**

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

[www.irsroof.com](http://www.irsroof.com)

**PROPOSAL**

for

**BUILDING EXTERIOR SPECIFICATIONS**

of

**FIRE STATION NO. 1**

8901 W. Drexel Avenue

Franklin, WI

*Submitted by*

KEITH A DIPPEL

*Prepared for*

City of Franklin

9229 W Loomis Road

Franklin, WI 53132

April 25, 2023

The logo for Industrial Roofing Services, Inc. (IRS) is positioned at the top left of the page. It consists of the letters "IRS" in a bold, sans-serif font, with a stylized graphic of a roof structure to its right.

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

April 25, 2023

City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

**SUBJECT      Proposal for Exterior Project Specifications and Construction Administration for  
Fire Station No. 1, located at 8901 W. Drexel Avenue, Franklin, WI**

Industrial Roofing Services, Inc is pleased to submit the following proposal for the development of exterior project design specification services & construction administration. These services will allow you to competitively bid the replacement of windows and associated masonry repairs for this 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.



April 25, 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.

April 25, 2023  
Page 3

**FEES**

Industrial Roofing Services, Inc shall provide the above-described services for seven percent (7%) of the lowest responsible bid received (\$3,500 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:**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
 Name Title



**IRS**

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

**PROPOSAL**

for

**BUILDING EXTERIOR SPECIFICATIONS**

of

**LAW ENFORCEMENT CENTER**

9455 W. Loomis Road

Franklin, WI

*Submitted by*

KEITH A DIPPEL

*Prepared for*

City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

April 25, 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

April 25, 2023

City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

**SUBJECT      Proposal for Exterior Project Specifications and Construction Administration for Law Enforcement Center, located at 9455 W. Loomis Road, Franklin, WI**

Industrial Roofing Services, Inc. is pleased to submit the following proposal for the development of exterior project design specification services & construction administration. These services will allow you to competitively bid the contemplated sealant 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.

**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.





**IRS**

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

**PROPOSAL**

for

**EXTERIOR SEALANT SPECIFICATIONS**

of

**PUBLIC LIBRARY**

**Franklin, WI**

*Submitted by*

KEITH A. DIPPEL

*Prepared for*

City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

April 25, 2023

The logo for Industrial Roofing Services, Inc. (IRS) is positioned at the top left of the page. It consists of the letters "IRS" in a bold, sans-serif font, with a stylized graphic of a roof structure to its right.

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

April 25, 2023

City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

**SUBJECT      Proposal for Sealant Project Specifications and Construction Administration for  
Concrete Plaza at the Public Library, located in Franklin, WI**

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 concrete plaza sealant 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.

**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 projects 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 at critical junctures during construction, as well as additional visits when necessary due to unanticipated conditions. Total number of site visits are based upon contractor's project schedule approved during the submittal process.

- ◆ Any additional site visits necessary as a result of contractor inability to meet approved project schedule (exclusive of weather delays) and or workmanship concerns will be conducted on an owner agreed-upon frequency. Each additional site visit shall be billed at a lump sum of \$1,500.00 inclusive of all consultant cost.

**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 projects material manufacturer(s) regarding all warranty questions during the warranty period.



<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> 6/27/2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;">Authorization to Execute Proposal with Industrial Roofing Services, Inc. (IRS) for the City of Franklin Masonry Repair and Exterior Painting Specifications of Ken Windl Park Facility Building as part of an Enhanced Capital Improvement Plan (CIP)</p>	<p style="text-align: center;"><b>ITEM NUMBER</b> G.21.</p>

**BACKGROUND**

The City of Franklin owns and operates numerous facilities. Due to the age and condition of the facilities and the critical functions those buildings support, it is extremely important to have a facilities plan. A strong facilities plan details the current state of all facilities and identifies ongoing maintenance needs and future capital improvements to ensure the viability of the facilities and associated infrastructure. In addition, facilities plans must include a strategy for action.

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 \$350,000 under account 46-0181-5219-9657, Capital Funds, and Various Departments. Staff requested to carry over the \$350,000 of 2022 funds. 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., in September of 2021 to move forward with 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, the highest priority projects will be completed with the funds approved through the budget.

**ANALYSIS**

The attached proposed Masonry Repair and Exterior Painting Specifications of Ken Windl Park Facility Building outlines the role that IRS will fill in assisting the City in maintaining its facility and associated infrastructure. Specifically, IRS will be partnering 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. This continued partnership will strengthen the longevity of the City's facilities and associated infrastructure and lessen the burden for these matters from City staff.

**RECOMMENDATION**

Staff recommends that the City contract with IRS to manage the capital needs related to its facilities and associated infrastructure. Staff recommends the Common Council approve the Masonry Repair and Exterior Painting Specifications of Ken Windl Park Facility Building proposal concerning the City of Franklin facility and associated infrastructure with IRS. Staff recommends the City authorize the execution of an agreement between the City of Franklin and IRS for the proposed repairs to Ken Windl Park Facility Building and use the Capital Improvement Funds under account 46-0181-5219-9657 to cover the expenditure as part of the Carry Forward of Unused 2022 Appropriations previously approved by the Common Council on January 17, 2023.

**COUNCIL ACTION REQUESTED**

Motion 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.



**IRS**

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

**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

The logo for Industrial Roofing Services, Inc. (IRS) is positioned at the top left of the page. It consists of the letters "IRS" in a bold, sans-serif font, with a stylized graphic of a roof structure below it.

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

[www.irsroof.com](http://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:**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
 Name Title



<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>JK</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>1/17/2023</b></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;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G. 21.</i></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;">APPROVAL #</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 6/27/23</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;"><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 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 style="text-align: center;">ITEM NUMBER  6.22.</p>
<p><b>COUNCIL ACTION REQUESTED</b></p> <p>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.</p>		

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<p><b>APPROVAL</b></p> <p><i>[Handwritten mark]</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><i>6/27/23</i></p>
<p><b>LICENSES AND PERMITS</b></p>	<p><b>MISCELLANEOUS LICENSES</b></p>	<p><b>ITEM NUMBER</b></p> <p>H.</p>
<p>See attached minutes from the Special License Committee Meeting of May 30, 2023 &amp; License Committee Meeting of June 20, 2023.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>Approval of the minutes of Special License Meeting of May 30, 2023 &amp; License Meeting of June 20, 2023.</p>		

CITY CLERK'S OFFICE



414-425-7500

**Special License Committee  
Agenda Minutes\*  
Franklin City Hall Hearing Room  
9229 W. Loomis Rd  
Franklin, WI  
May 30, 2023 – 5:30 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call – Alderman Craig &amp; Alderwoman Day - Present; Alderwoman Eichmann – Not Present</b>	<b>Time: 5:36 p.m.</b>
<b>2.</b>	<b>Citizen Comment</b>	
<b>3.</b>	<b>License Applications Reviewed</b>	<b>Recommendations</b>

<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Amusement Device Operator 2023-2024</b>	<b>Games Are Us Inc</b> W144 S6515 College Ct Muskego, WI 53150 Steven Murphy	√		
<b>Day Care 2023-2024</b>	DBA The Learning Experience <b>Sundance Kids of Franklin LLC</b> 9651 W Drexel Ave Laura Bitzer	√ Pending All State & Local Regulations		
<b>Entertainment &amp; Amusement 2023-2024</b>	DBA Milwaukee Sports Complex <b>Milwaukee County Parks</b> 6000 W Ryan Rd Richard Becker	√ Pending All State & Local Regulations		
<b>Class B Beer 2023-2024</b>	DBA Crossroads II Pizza & Subs <b>M Squared Inc</b> Michael Falk, Agent 11357 W St Martins Rd	√		
<b>Class B Beer 2023-2024</b>	DBA Marcus Showtime Cinema <b>Marcus Cinemas of Wisconsin LLC</b> David Metz, Agent 8910 S 102 St	√		
<b>Class B Beer Class C Wine 2023-2024</b>	DBA India Palace <b>Dhiman LLC</b> Deepak Dhiman, Agent 7107 S 76th St	√		
<b>Class B Beer Class C Wine 2023-2024</b>	DBA Lovers Lane Sushi & Seafood Buffet <b>Lover Lane Buffet Inc</b> Jiangduan Jiang, Agent 6514 S Lovers Lane Rd	√		
<b>Class B Beer Class C Wine 2023-2024</b>	DBA Sweet Basil <b>Sweet Basil MKE LLC</b> Kenneth Sithy, Agent 6509 S 27th St	√ Pending All State & Local Regulations		



Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination 2023-2024	DBA The Bowery Bar & Grill <b>The Bowery LLC</b> Roger Hein, Agent 3023 W Ryan Rd	√		
Class B Combination 2023-2024	DBA Casa Di Giorgio <b>RLGIDI, Inc</b> Rex Idrizi, Agent 3137 W Rawson Ave	√ Pending Payment		
Class B Combination 2023-2024	DBA Chili's Bar & Grill <b>Brinker Restaurant Corporation</b> Nicholas Fischer, Agent 6439 S 27 <sup>th</sup> St	√		
Class B Combination, Entertainment & Amusement, Bowling 2023-2024	DBA Country Lanes Bowling Center <b>Country Lanes Bowling LLC</b> Kevin Meier, Agent 11231 W Forest Home Ave	√		
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Croatian Park <b>Federation of Croatian Societies Inc</b> Josip Veber, Agent 9100 S 76 <sup>th</sup> St	√		
Class B Combination 2023-2024	DBA Green Tea Garden <b>M&amp;W Lueng LLC</b> May Lueng, Agent 7236 S 76 <sup>th</sup> St	√		
Reserve Class B Combination 2023-2024	DBA Hampton Inn & Suites Milwaukee/Franklin <b>FF&amp;E LLC</b> Jefferson Calimlim, Agent 6901 S 76 <sup>th</sup> St	√		
Class B Combination 2023-2024	DBA The Hideaway Pub & Eatery <b>Franklin Food &amp; Beverage LLC</b> Frank Orcholski, Agent 9643 S 76 <sup>th</sup> St	√		
Class B Combination 2023-2024	DBA Honey Butter Café <b>Pantheon of Wisconsin, Inc</b> Debbie Koutromanus, Agent 7221 S 76 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Irish Cottage <b>Irish Cottage of Franklin LLC</b> Jenny Jennings, Agent 11433 W Ryan Rd	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Iron Mike's <b>Jax on 27<sup>th</sup> LLC</b> William Rushman, Agent 6357 S 27 <sup>th</sup> St		√ Hold for Appearance Pending Police Reports Jan- Mar 2023	

Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination Entertainment & Amusement 2023-2024	DBA Landmark <b>The Landmark of Franklin LLC</b> Lorie Beth Knaack-Helm, Agent 11401 W Swiss St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Little Cancun Restaurant <b>Little Cancun LLC</b> Veronica Cervera, Agent 7273A S 27 <sup>th</sup> St	√ Pending Payment & WDFI		
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Luxe/Dog Haus/The Bricks <b>BPC Golf Entertainment LLC</b> Thomas Johns, Agent 7065 S Ballpark Dr	√		
Class B Combination 2023-2024	DBA Michaelangelo's Pizza <b>Robley Tech, Inc</b> Dennis Rau, Agent 8330 W Puetz Rd	√		
Reserve Class B Combination 2023-2024	DBA Milwaukee Burger Co. <b>Hudson Burger, LLC</b> Jessica Cullen, Agent 6421 S 27 <sup>th</sup> St	√		
Class B Combination 2023-2024	DBA Mimosa <b>Enthusiast Approved LLC</b> Apostolos Evreniadis, Agent 9405 S 27 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Mulligan's Irish Pub & Grill <b>B S T LLC</b> Brian Francis, Agent 8933 S 27 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA On The Border <b>H, B &amp; H, LLC</b> Gerald Hay, Agent 10741 S 27 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Point After Pub & Grille <b>Point After, LLC</b> Darryl Malek, Agent 7101 S 76 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Polish Center of Wisconsin <b>Polish Heritage Alliance Inc</b> Jeffrey Kuderski, Agent 6941 S 68 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Polonia Sport Club <b>Polonia Sport Club Inc</b> Irene Hawkinson, Agent 10200 W Loomis Rd	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Rawson Pub <b>Rawson Pub, Inc</b> Steven Schweitzer, Agent 5621 W Rawson Ave	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Rock Snow Park <b>Rock Snow Park, LLC</b> Michael Schmitz, Agent 7011 S Ballpark Dr	√		
Class B Combination, Entertainment & Amusement, Drive-In Movie Theater 2023-2024	DBA Rock Sports Complex <b>The Rock Sports Complex, LLC</b> Thomas Johns, Agent 7005 S Ballpark Drive	√		
Class B Combination 2023-2024	DBA Romey's Place <b>Romey's Place LLC</b> Nathan Fabry, Agent 7508 S North Cape Rd	√		
Class B Combination, Entertainment & Amusement, Bowling 2023-2024	DBA Root River Center <b>Root Group LLC</b> David Church, Agent 7220 W Rawson Ave	√		
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Staybridge Suites Milwaukee Airport South <b>Dadaswami Hospitality LLC</b> Vicki Jesson, Agent 9575 S 27 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Swiss Street Pub & Grill <b>R&amp;C PUB &amp; GRUB LLC</b> Chrystal Rausch, Agent 11430 W Swiss Street	√		
Class B Combination 2023-2024	DBA Toscana Restaurant <b>Kriton &amp; Ermira LLC</b> Ermira Lazaj, Agent 8405 S 27 St	√ Pending Payment		
Class B Combination, Country Club, Entertainment & Amusement 2023-2024	DBA Tuckaway Country Club <b>Tuckaway Country Club</b> Joel Voisin, Agent 6901 W Drexel Ave	√		
Class B Combination 2023-2024	DBA Wegner's St Martins Inn <b>St Martins Inn, LLC</b> Dennis Wegner, Agent 11318 W St Martins Rd	√		
Operator 2023-2024 New	<b>Brianna Baltutis</b> Hampton Inn & Suites	√		
Operator 2023-2024 New	<b>Anayeli Benitez</b> Hampton Inn & Suites	√ Pending Updated Background Check		
Operator 2023-2024 New	<b>Xenia Brown</b> Hampton Inn & Suites	√ Pending Updated Background Check		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 New	<b>Maricel Delgado Fuentes</b> Hampton Inn & Suites	√		
Operator 2023-2024 New	<b>Barbara Gudgeon</b> Kwik Trip #287	√		
Operator 2023-2024 New	<b>Kacie Haglund</b> The Rock Sports Complex	√		
Operator 2023-2024 New	<b>Jacquelyn Huettl</b> Root River Center	√		
Operator 2022-2023 New	<b>Holly Desjardin</b> The Rock Sports Complex	√		
Operator 2023-2024 Renewal	<b>Holly Desjardin</b> The Rock Sports Complex	√		
Operator 2022-2023 New	<b>Marina Gutierrez</b> The Rock Sports Complex	√		
Operator 2023-2024 Renewal	<b>Marina Gutierrez</b> The Rock Sports Complex	√		
Operator 2022-2023 New	<b>Kayla Jedrzejewski</b> The Rock Sports Complex	√		
Operator 2023-2024 Renewal	<b>Kayla Jedrzejewski</b> The Rock Sports Complex	√		
Operator 2022-2023 New	<b>Arturo Juarez Jr</b> Hampton Inn & Suites	√		
Operator 2023-2024 Renewal	<b>Arturo Juarez Jr</b> Hampton Inn & Suites	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	<b>Rosa Tapia Hernandez</b> 7-Eleven	√		
Operator 2023-2024 Renewal	<b>Rosa Tapia Hernandez</b> 7-Eleven	√		
Operator 2023-2024 Renewal	<b>Cathy Anderson</b> Tuckaway Country Club	√		
Operator 2023-2024 Renewal	<b>Genine Behning</b> Marcus Showtime Cinema	√		
Operator 2023-2024 Renewal	<b>Virginia Bennett</b> Kwik Trip #287	√		
Operator 2023-2024 Renewal	<b>Deanna Bucher</b> Swiss Street Pub & Grill	√		
Operator 2023-2024 Renewal	<b>Judith Burbey</b> Andy's on Ryan Rd	√		
Operator 2023-2024 Renewal	<b>Antonio Chapa</b> Pick'n Save #6360	√		
Operator 2023-2024 Renewal	<b>Dawn Gottschalk</b> Pick'n Save #6360	√		
Operator 2023-2024 Renewal	<b>Gavin Ingebrigtsen</b> Marcus Showtime Cinema	√		
Operator 2023-2024 Renewal	<b>Brandie Jaskie</b> Iron Mike's	√		
Operator 2023-2024 Renewal	<b>Elizabeth Karamelas</b> Honey Butter Cafe	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>Paramjeet Kaur</b> Franklin Liquor Store	√		
Operator 2023-2024 Renewal	<b>Danielle Knox</b> Romey's Place	√		
Operator 2023-2024 Renewal	<b>Thomas Manske</b> Pick'n Save #6360	√		
Operator 2023-2024 Renewal	<b>Ericka Meeks</b> Romey's Place	√		
Operator 2023-2024 Renewal	<b>Janet Miller</b> Pick'n Save #6360	√		
Operator 2023-2024 Renewal	<b>Micah Modic</b> Pick'n Save #6360	√		
Operator 2023-2024 Renewal	<b>Ann Moehlenpah</b> Walgreens #05884	√		
Operator 2023-2024 Renewal	<b>Josefina Mora</b> Walgreens #05884	√		
Operator 2023-2024 Renewal	<b>Miranda Peters</b> Iron Mike's	√		
Operator 2023-2024 Renewal	<b>Darren Phouthakhio</b> Marcus Showtime Cinema	√		
Operator 2023-2024 Renewal	<b>Toni Ruyle</b> Swiss Street Pub & Grill	√		
Operator 2023-2024 Renewal	<b>Ryan Scheffler</b> Swiss Street Pub & Grill	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>Simran Singh</b> Franklin Liquor Store	√		
Operator 2023-2024 Renewal	<b>Jennifer Stankowski</b> Irish Cottage	√		
Operator 2023-2024 Renewal	<b>Michael Swiderski</b> Country Lanes Bowling Center	√		
Operator 2023-2024 Renewal	<b>Amrit Virk</b> Franklin Liquor Store	√		
Operator 2023-2024 Renewal	<b>Kathleen Wegner</b> Wegner's St Martins Inn	√		
Operator 2023-2024 Renewal	<b>Julie Wiltzius</b> Irish Cottage	√		
4.	<b>Adjournment</b>	Alderman Craig moved and Alderwoman Day seconded to adjourn at 7:03 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.



414-425-7500

**Special License Committee**  
**Agenda Minutes\***  
**Franklin City Hall Hearing Room**  
**9229 W. Loomis Rd**  
**Franklin, WI**  
**May 30, 2023 – 5:30 p.m.**

1.	<b>Call to Order &amp; Roll Call – Alderman Craig &amp; Alderwoman Day - Present; Alderwoman Eichmann – Not Present</b>	<b>Time: 5:36 p.m.</b>
2.	<b>Citizen Comment</b>	
3.	<b>License Applications Reviewed</b>	<b>Recommendations</b>

Type/ Time	Applicant Information	Approve	Hold	Deny
<b>Amusement Device Operator 2023-2024</b>	<b>Games Are Us Inc</b> W144 S6515 College Ct Muskego, WI 53150 Steven Murphy	√		
<b>Day Care 2023-2024</b>	DBA The Learning Experience <b>Sundance Kids of Franklin LLC</b> 9651 W Drexel Ave Laura Bitzer	√ Pending All State & Local Regulations		
<b>Entertainment &amp; Amusement 2023-2024</b>	DBA Milwaukee Sports Complex <b>Milwaukee County Parks</b> 6000 W Ryan Rd Richard Becker	√ Pending All State & Local Regulations		
<b>Class B Beer 2023-2024</b>	DBA Crossroads II Pizza & Subs <b>M Squared Inc</b> Michael Falk, Agent 11357 W St Martins Rd	√		
<b>Class B Beer 2023-2024</b>	DBA Marcus Showtime Cinema <b>Marcus Cinemas of Wisconsin LLC</b> David Metz, Agent 8910 S 102 St	√		
<b>Class B Beer Class C Wine 2023-2024</b>	DBA India Palace <b>Dhiman LLC</b> Deepak Dhiman, Agent 7107 S 76th St	√		
<b>Class B Beer Class C Wine 2023-2024</b>	DBA Lovers Lane Sushi & Seafood Buffet <b>Lover Lane Buffet Inc</b> Jiangduan Jiang, Agent 6514 S Lovers Lane Rd	√		
<b>Class B Beer Class C Wine 2023-2024</b>	DBA Sweet Basil <b>Sweet Basil MKE LLC</b> Kenneth Sithy, Agent 6509 S 27th St	√ Pending All State & Local Regulations		



Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination 2023-2024	DBA The Bowery Bar & Grill <b>The Bowery LLC</b> Roger Hein, Agent 3023 W Ryan Rd	√		
Class B Combination 2023-2024	DBA Casa Di Giorgio <b>RLGIDI, Inc</b> Rex Idrizi, Agent 3137 W Rawson Ave	√ Pending Payment		
Class B Combination 2023-2024	DBA Chili's Bar & Grill <b>Brinker Restaurant Corporation</b> Nicholas Fischer, Agent 6439 S 27 <sup>th</sup> St	√		
Class B Combination, Entertainment & Amusement, Bowling 2023-2024	DBA Country Lanes Bowling Center <b>Country Lanes Bowling LLC</b> Kevin Meier, Agent 11231 W Forest Home Ave	√		
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Croatian Park <b>Federation of Croatian Societies Inc</b> Josip Veber, Agent 9100 S 76 <sup>th</sup> St	√		
Class B Combination 2023-2024	DBA Green Tea Garden <b>M&amp;W Lueng LLC</b> May Lueng, Agent 7236 S 76 <sup>th</sup> St	√		
Reserve Class B Combination 2023-2024	DBA Hampton Inn & Suites Milwaukee/Franklin <b>FF&amp;E LLC</b> Jefferson Calimlim, Agent 6901 S 76 <sup>th</sup> St	√		
Class B Combination 2023-2024	DBA The Hideaway Pub & Eatery <b>Franklin Food &amp; Beverage LLC</b> Frank Orcholski, Agent 9643 S 76 <sup>th</sup> St	√		
Class B Combination 2023-2024	DBA Honey Butter Café <b>Pantheon of Wisconsin, Inc</b> Debbie Koutromanus, Agent 7221 S 76 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Irish Cottage <b>Irish Cottage of Franklin LLC</b> Jenny Jennings, Agent 11433 W Ryan Rd	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Iron Mike's <b>Jax on 27<sup>th</sup> LLC</b> William Rushman, Agent 6357 S 27 <sup>th</sup> St		√ Hold for Appearance Pending Police Reports Jan- Mar 2023	

Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination Entertainment & Amusement 2023-2024	DBA Landmark <b>The Landmark of Franklin LLC</b> Lorie Beth Knaack-Helm, Agent 11401 W Swiss St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Little Cancun Restaurant <b>Little Cancun LLC</b> Veronica Cervera, Agent 7273A S 27 <sup>th</sup> St	√ Pending Payment & WDFI		
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Luxe/Dog Haus/The Bricks <b>BPC Golf Entertainment LLC</b> Thomas Johns, Agent 7065 S Ballpark Dr	√		
Class B Combination 2023-2024	DBA Michaelangelo's Pizza <b>Robley Tech, Inc</b> Dennis Rau, Agent 8330 W Puetz Rd	√		
Reserve Class B Combination 2023-2024	DBA Milwaukee Burger Co. <b>Hudson Burger, LLC</b> Jessica Cullen, Agent 6421 S 27 <sup>th</sup> St	√		
Class B Combination 2023-2024	DBA Mimosa <b>Enthusiast Approved LLC</b> Apostolos Evreniadis, Agent 9405 S 27 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Mulligan's Irish Pub & Grill <b>B S T LLC</b> Brian Francis, Agent 8933 S 27 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA On The Border <b>H, B &amp; H, LLC</b> Gerald Hay, Agent 10741 S 27 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Point After Pub & Grille <b>Point After, LLC</b> Darryl Malek, Agent 7101 S 76 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Polish Center of Wisconsin <b>Polish Heritage Alliance Inc</b> Jeffrey Kuderski, Agent 6941 S 68 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Polonia Sport Club <b>Polonia Sport Club Inc</b> Irene Hawkinson, Agent 10200 W Loomis Rd	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Rawson Pub <b>Rawson Pub, Inc</b> Steven Schweitzer, Agent 5621 W Rawson Ave	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Rock Snow Park <b>Rock Snow Park, LLC</b> Michael Schmitz, Agent 7011 S Ballpark Dr	√		
Class B Combination, Entertainment & Amusement, Drive-In Movie Theater 2023-2024	DBA Rock Sports Complex <b>The Rock Sports Complex, LLC</b> Thomas Johns, Agent 7005 S Ballpark Drive	√		
Class B Combination 2023-2024	DBA Romey's Place <b>Romey's Place LLC</b> Nathan Fabry, Agent 7508 S North Cape Rd	√		
Class B Combination, Entertainment & Amusement, Bowling 2023-2024	DBA Root River Center <b>Root Group LLC</b> David Church, Agent 7220 W Rawson Ave	√		
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Staybridge Suites Milwaukee Airport South <b>Dadaswami Hospitality LLC</b> Vicki Jesson, Agent 9575 S 27 <sup>th</sup> St	√		
Class B Combination Entertainment & Amusement 2023-2024	DBA Swiss Street Pub & Grill <b>R&amp;C PUB &amp; GRUB LLC</b> Chrystal Rausch, Agent 11430 W Swiss Street	√		
Class B Combination 2023-2024	DBA Toscana Restaurant <b>Kriton &amp; Ermira LLC</b> Ermira Lazaj, Agent 8405 S 27 St	√ Pending Payment		
Class B Combination, Country Club, Entertainment & Amusement 2023-2024	DBA Tuckaway Country Club <b>Tuckaway Country Club</b> Joel Voisin, Agent 6901 W Drexel Ave	√		
Class B Combination 2023-2024	DBA Wegner's St Martins Inn <b>St Martins Inn, LLC</b> Dennis Wegner, Agent 11318 W St Martins Rd	√		
Operator 2023-2024 New	<b>Brianna Baltutis</b> Hampton Inn & Suites	√		
Operator 2023-2024 New	<b>Anayeli Benitez</b> Hampton Inn & Suites	√ Pending Updated Background Check		
Operator 2023-2024 New	<b>Xenia Brown</b> Hampton Inn & Suites	√ Pending Updated Background Check		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 New	<b>Maricel Delgado Fuentes</b> Hampton Inn & Suites	√		
Operator 2023-2024 New	<b>Barbara Gudgeon</b> Kwik Trip #287	√		
Operator 2023-2024 New	<b>Kacie Haglund</b> The Rock Sports Complex	√		
Operator 2023-2024 New	<b>Jacquelyn Huetti</b> Root River Center	√		
Operator 2022-2023 New	<b>Holly Desjardin</b> The Rock Sports Complex	√		
Operator 2023-2024 Renewal	<b>Holly Desjardin</b> The Rock Sports Complex	√		
Operator 2022-2023 New	<b>Marina Gutierrez</b> The Rock Sports Complex	√		
Operator 2023-2024 Renewal	<b>Marina Gutierrez</b> The Rock Sports Complex	√		
Operator 2022-2023 New	<b>Kayla Jedrzejewski</b> The Rock Sports Complex	√		
Operator 2023-2024 Renewal	<b>Kayla Jedrzejewski</b> The Rock Sports Complex	√		
Operator 2022-2023 New	<b>Arturo Juarez Jr</b> Hampton Inn & Suites	√		
Operator 2023-2024 Renewal	<b>Arturo Juarez Jr</b> Hampton Inn & Suites	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	<b>Rosa Tapia Hernandez</b> 7-Eleven	√		
Operator 2023-2024 Renewal	<b>Rosa Tapia Hernandez</b> 7-Eleven	√		
Operator 2023-2024 Renewal	<b>Cathy Anderson</b> Tuckaway Country Club	√		
Operator 2023-2024 Renewal	<b>Genine Behning</b> Marcus Showtime Cinema	√		
Operator 2023-2024 Renewal	<b>Virginia Bennett</b> Kwik Trip #287	√		
Operator 2023-2024 Renewal	<b>Deanna Bucher</b> Swiss Street Pub & Grill	√		
Operator 2023-2024 Renewal	<b>Judith Burbey</b> Andy's on Ryan Rd	√		
Operator 2023-2024 Renewal	<b>Antonio Chapa</b> Pick'n Save #6360	√		
Operator 2023-2024 Renewal	<b>Dawn Gottschalk</b> Pick'n Save #6360	√		
Operator 2023-2024 Renewal	<b>Gavin Ingebrigtsen</b> Marcus Showtime Cinema	√		
Operator 2023-2024 Renewal	<b>Brandie Jaskie</b> Iron Mike's	√		
Operator 2023-2024 Renewal	<b>Elizabeth Karampelas</b> Honey Butter Cafe	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>Paramjeet Kaur</b> Franklin Liquor Store	√		
Operator 2023-2024 Renewal	<b>Danielle Knox</b> Romey's Place	√		
Operator 2023-2024 Renewal	<b>Thomas Manske</b> Pick'n Save #6360	√		
Operator 2023-2024 Renewal	<b>Ericka Meeks</b> Romey's Place	√		
Operator 2023-2024 Renewal	<b>Janet Miller</b> Pick'n Save #6360	√		
Operator 2023-2024 Renewal	<b>Micah Modic</b> Pick'n Save #6360	√		
Operator 2023-2024 Renewal	<b>Ann Moehlenpah</b> Walgreens #05884	√		
Operator 2023-2024 Renewal	<b>Josefina Mora</b> Walgreens #05884	√		
Operator 2023-2024 Renewal	<b>Miranda Peters</b> Iron Mike's	√		
Operator 2023-2024 Renewal	<b>Darren Phouthakhio</b> Marcus Showtime Cinema	√		
Operator 2023-2024 Renewal	<b>Toni Ruyle</b> Swiss Street Pub & Grill	√		
Operator 2023-2024 Renewal	<b>Ryan Scheffler</b> Swiss Street Pub & Grill	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>Simran Singh</b> Franklin Liquor Store	√		
Operator 2023-2024 Renewal	<b>Jennifer Stankowski</b> Irish Cottage	√		
Operator 2023-2024 Renewal	<b>Michael Swiderski</b> Country Lanes Bowling Center	√		
Operator 2023-2024 Renewal	<b>Amrit Virk</b> Franklin Liquor Store	√		
Operator 2023-2024 Renewal	<b>Kathleen Wegner</b> Wegner's St Martins Inn	√		
Operator 2023-2024 Renewal	<b>Julie Wiltzius</b> Irish Cottage	√		
4.	<b>Adjournment</b>	Alderman Craig moved and Alderwoman Day seconded to adjourn at 7:03 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.



414-425-7500

**License Committee  
Agenda\***

**Franklin City Hall Health Wing Room  
9229 W. Loomis Rd  
Franklin, WI  
June 20, 2023 – 5:00 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 6, 2023.</b>	
<b>4.</b>	<b>License Applications Reviewed</b>	<b>Recommendations</b>

<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Extraordinary Entertainment &amp; Special Event 5:05 p.m.</b>	<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			
<b>Operator 2022-23 &amp; Renewal 2023-24 5:10 p.m.</b>	<b>Roberta Fenning</b> Rawson Pub			
<b>Operator 2023-2024 New 5:15 p.m.</b>	<b>Mitcheal Lenski</b> Iron Mike's			
<b>Operator 2023-2024 New 5:20 p.m.</b>	<b>Kenneth Lux</b> Milwaukee Burger Company			
<b>Operator 2023-2024 New</b>	<b>Taylor Erickson</b> Bowery Bar & Grill			
<b>Operator 2023-2024 New</b>	<b>Justin Hoffman</b> Iron Mike's			
<b>Operator 2022-2023 New</b>	<b>Alexis Sedgwick Ballman</b> Irish Cottage			
<b>Operator 2023-2024 Renewal</b>	<b>Alexis Sedgwick Ballman</b> Irish Cottage			
<b>Operator 2023-2024 Renewal</b>	<b>Angela Damask</b> Mulligan's Irish Pub & Grill			



Type/ Time	Applicant Information	Approve	Hold	Deny
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>	Time:		

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<b>APPROVAL</b> <i>Danell Brown</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 6/27/23
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> I

Attached are vouchers dated June 2, 2023 through June 15, 2023, Nos 192948 through Nos 193166 in the amount of \$ 1,312,299 61 Also included in this listing are EFT's Nos 5342 through EFT Nos 5352, Library vouchers totaling \$ 19,474 26, Water Utility vouchers totaling \$ 22,223 36 and Property Tax Refunds in the amount of \$ 5,732 97

Early release disbursements dated June 2, 2023 through June 14, 2023 in the amount of \$ 549,259 65 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

Attached is a list of property tax disbursements, EFT Nos 474 through Nos 479 and EFT Nos 336 (S) through Nos 337(S) dated June 2, 2023 through June 14, 2023 in the amount of \$ 2,100,307 10 \$ 31,655 07 represents refund reimbursements and \$ 2,068,652 03 represents settlements from US Bank There is also an additional \$ 3,006,461 00 of tax settlements from American Deposits These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated June 16, 2023 is \$ 453,518 35, previously estimated at \$ 450,000 Payroll deductions dated June 16, 2023 are \$ 234,542 54, previously estimated at \$ 240,000

The estimated payroll for June 30, 2023 is \$ 435,000 with estimated deductions and matching payments of \$ 460,000

### COUNCIL ACTION REQUESTED

Motion approving the following:

- 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

**ROLL CALL VOTE NEEDED**