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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY MAY 16, 2023 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of May 2, 2023.
- D. Hearings.
- E. Organizational: The Mayor has made the following appointment for Council confirmation: John R. Nelson, 7787 S. North Cape Rd., - Community Development Authority for a 3 year term expiring April 20, 2026.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Request Council Approval to accept a \$5,000.00 Community Betterment Donation from the Franklin Lions Club Foundation, and to Spend the Funds on Specific Current Fire Department Initiatives.
 - 2. An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budgets for the General, Capital Outlay, Street Improvement, and Capital Improvement to Provide Carry Forward Appropriations From 2022 for Specifically Identified Projects in the Amount of \$1,400,895.
 - 3. A Resolution to Award the 2023 City of Franklin Fiber Optic Ring Project to Fiber Optic Management LLC dba TurnKey Network Solutions, in the Amount of \$961,819.64.
 - 4. A Motion to Authorize Staff to Advertise for Bids for Guardrail Replacements on S. 68th Street.
 - 5. Direct Staff to Distribute a Request for Proposals for a Professional Services Contract to Provide Marketing Materials to the City of Franklin.
 - 6. Direct Staff to Distribute a Request for Proposals for a Professional Services Contract to Provide Strategic Planning Services to the City of Franklin.
 - 7. Motion to Approve the Street Closures of S. Legend Drive and Schlueter Pkwy on Saturday June 3, 2023 from 6:00 am until 3:00 pm in Conjunction with the City of Franklin Health Department Bike Rodeo.
 - 8. Presentation of Franklin Health Department Services and Initiatives.

9. A Resolution Authorizing Certain Officials to Execute Amendment No. 2 to an Agreement with GRAEF-USA, INC. for Professional Architectural and Engineering Services for the Pleasant View Park Master Plan Update in the Amount of \$4,000.
10. A Resolution to Authorize a Professional Services Contract with Foth Infrastructure and Environment, LLC to Design the Ryan Road Trunk Sewer for a Fee of \$150,000.
11. Modification of Insurance with Proshred Security for Community Document Shredding Event.
12. A Resolution Approving and Authorizing the Execution of an Agricultural Lease Agreement for Farmland Use Upon City Property Bearing TKNS 892-9999-002 (0 South 112th Street) and 937-9999-004 (0 West Oakwood Road) in Franklin, Wisconsin, and a Landowner's Statement in Relation Thereto.
13. Milwaukee County Pedestrian/Bicycle Accommodations on S. 76th Street Between W. South County Line Road and S. Creekview Court.
14. A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 934-0109-000.
15. A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for TKN 944-9997-000.
16. Guidance to the Parks Commission Concerning the Development of an Ordinance to add Municipal Code Section 183-48 D to Prohibit Use of City Park Pavilions Without Proper Authorization.
17. A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for TKN 934-0023-000.
18. A Resolution for Acceptance of Easements for Sanitary Sewer and Water Main at 10020 S. 124th Street, TKN 939-9995-001.
19. A Resolution to Rescind Resolution No. 2023-7982, A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 754-9008-000, and Approving a Partial Property Tax Rescission and Refund for TKN 754-9011-000.
20. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Subdivider of Pleasant View Reserve Subdivision Phase II-B, Located at W. Marquette Avenue and S. 50th Court.
21. A Resolution to Award the 2023 Local Street Preventative Maintenance Program and Contract to Fahrner Asphalt Sealers, LLC, in the Amount of \$112,048.08.
22. A Resolution to Execute Statements of Non-Reimbursements by Franklin Water and Sewer Utilities to Wisconsin Department of Transportation along S. Lovers Lane from W. Rawson Avenue to W. College Avenue.
23. A Resolution to Authorize WE Energies to Convert Five High Pressure Sodium Lights to LED Lights for \$125.
24. *Franklin Community Advocates, et al. v. City of Franklin, and Strauss Brands, LLC*, Milwaukee County Circuit Court, Case No. 20-CV-7031. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Common Council Meeting Agenda

May 16, 2023

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25. Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of May 16, 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:

May 18	Plan Commission	7:00 p.m.
May 29	City Hall Closed-Memorial Day	
June 6	Common Council Meeting	6:30 p.m.
June 8	Plan Commission	7:00 p.m.
June 20	Common Council Meeting	6:30 p.m.
June 22	Plan Commission	6:30 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
May 2, 2023
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on May 2, 2023, and was called to order at 6:30 p.m. by Mayor Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderman Yousef Hasan, 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.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:31 p.m. and was closed at 7:12 p.m.

MINUTES
APRIL 18, 2023

C. Alderman Barber moved to approve the minutes of the regular Common Council meeting of April 18, 2023, as presented. Seconded by Alderman Craig. All voted Aye; motion carried.

MAYORAL AND
ALDERMANIC BOARDS
AND COMMISSIONS
APPOINTMENTS

E. Alderman Holpfer moved to confirm the following Mayoral and Aldermanic appointments:

1. Deborah Davis, 9460 S. 96th St, Ald. Dist. 1 – Board of Health (2 year unexpired term expiring 4/30/24).
2. James Rydlewicz, 9901 W. Rawson Ave., Ald. Dist. 2 – Board of Health (2 year unexpired term expiring 4/30/24).
5. Justin Lockridge, 7108 W. Rawson Ave, Ald. Dist. 2 – Economic Development Commission (1 year unexpired term expiring 6/30/23).
6. Justin Lockridge, 7108 W. Rawson Ave, Ald. Dist. 2 – Economic Development Commission (1 year term expiring 6/30/24).
7. Dale Wikel, 3755 W. Sharon Ln., Ald. Dist. 5 – Personnel Committee (3 year term expiring 4/30/26).
8. Tom Traynor, 7951 S. 43rd St., Ald. Dist. 5 – Personnel Committee (3 year term expiring 4/30/26).
9. Mohammed Nowman, 4455 W. Woodland Dr., Ald. Dist. 3 – Finance (1 year term expiring 4/30/24).
10. Dianna Peccarelli, 8018 S. Forest Meadows Dr., Ald. Dist. 1 – Alderwoman Eichmann appointment to Board of Review (3 year term expiring 4/20/26).

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

CIVIC CELEBRATIONS
COMMISSION NEW
EVENT – HOME FOR
THE HOLIDAYS

G.1. Alderman Barber moved to approve the Saturday after Thanksgiving Franklin Civic Celebrations Commission market event for 2023 and 2024, and to allow Mira Kresovic to execute contracts and agreements with vendors for the November 25, 2023, and November 30, 2024 market event.

- (a) Request for use of Lions Legend Park.
- (b) Request for Common Council to move the municipal tree lighting to the Saturday after Thanksgiving.

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

RES. 2023-7972
ENHANCEMENT OF
FENCE WITHIN
EASEMENT AT LOT 36
MISSION RIDGE
(SCHMIDT, BRIAN &
KAREN, APPLICANTS)

G.2. Alderwoman Eichmann moved to adopt Resolution No. 2023-7972, A RESOLUTION AUTHORIZING THE ENHANCEMENT OF AN EXISTING FENCE WITHIN THE DRAINAGE EASEMENT UPON LOT 36 OF MISSION RIDGE ADDITION NO. I (4733 WEST VANDERHEYDEN DRIVE) (TKN 740-0057-000) (SCHMIDT, BRIAN & KAREN, APPLICANTS). Seconded by Alderman Hasan. All voted Aye; motion carried.

COW
RECOMMENDATIONS:

G.3. Alderman Barber moved to direct items (a)-(c) back to staff for further clarification and bring back to the Common Council. Seconded by Alderman Craig. All voted aye; motion carried.

Recommendation from the Committee of the Whole Meeting of May 1, 2023:

UDO NOISE
REGULATIONS

(a) Overview and Presentation by the Department of City Development Staff of the Unified Development Ordinance Noise Regulations.

ENFORCEMENT
PROCEDURES

(b) Enforcement Procedures Regarding Unified Development Ordinance Section 15-3.1107 "Noise."

TEMPORARY USES
AND EXTRAORDINARY
EVENTS

(c) Overview and Presentation by Department of City Development Staff Regarding Temporary Uses and Extraordinary Entertainment and Special Events Regulations and Permits.

ACCEPT PUBLIC
DONATIONS AND
SPEND ON FFD EMS
SPECIALTY
EQUIPMENT

G.4. Alderwoman Eichmann moved to accept \$1,640.00 in Public Donations and to Spend the Donations Towards Franklin Fire Department's Emergency Medical Service (EMS) Specialty Equipment. Seconded by Alderman Hasan. All voted Aye; motion carried.

- RES 2023-7973
AFFIDAVIT OF
CORRECTION
FAITHWAY RESERVE
LOT 8 – SIDE YARD
SETBACK (RICK J.
PRZYBLA, APPLICANT)
- G.5. Alderman Holpfer moved to adopt Resolution 2023-7973, A RESOLUTION APPROVING AN AFFIDAVIT OF CORRECTION FOR FAITHWAY RESERVE SUBDIVISION, LOT 8, TO CORRECT THE SIDE YARD SETBACK ON THE RECORDED PLAT, PROPERTY LOCATED AT 7780 WEST FAITH DRIVE (TKN 792-0272-000) (RICK J. PRZYBLA, APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES 2023-7974
CONDITIONAL
APPROVAL OF
CERTIFIED SURVEY
MAP - AT 3617 W
OAKWOOD RD
(STEWART M.
WANGARD, MEMBER
OF OAKWOOD
INDUSTRIAL LLC,
APPLICANT)
- G.6. Alderwoman Day moved to adopt Resolution 2023-7974, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING THAT PART OF THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 21 EAST, SITUATED IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (STEWART M. WANGARD, MEMBER OF OAKWOOD INDUSTRIAL LLC, APPLICANT) (AT 3617 WEST OAKWOOD ROAD). Seconded by Alderman Holpfer. All voted Aye; motion carried.
- AWARD FIBER OPTIC
RING PROJECT TO
TURNKEY NETWORK
SOLUTIONS
- G.7. Alderman Holpfer moved to hold over a resolution to award the 2023 City of Franklin fiber optic ring project to Fiber Optic Management LLC OBA Turnkey Network Solutions, in the amount of \$961,819.64 until May 16, 2023. Seconded by Alderman Barber. All voted Aye; motion carried.
- MEMORANDUM OF
AGREEMENT FOR
WEIGHTS AND
MEASURES
INSPECTION - DATCP
- G.8. Alderman Holpfer moved to approve city officials to execute the Memorandum of Agreement for Weights and Measures Inspection with the Wisconsin Department of Agriculture, Trade and Consumer Protection for July 1, 2023 through June 30, 2024 at a cost of \$750 per day for 9 days, subject to review by the City Attorney. Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES 2023-7975
WATER MAIN
EASEMENT – 5040 W
RAWSON AVE
- G.9. Alderman Hasan moved to adopt Resolution 2023-7975, A RESOLUTION TO ACCEPT A WATER MAIN EASEMENT FROM 5040 W. RAWSON AVENUE, KWIK TRIP, INC., TKN 740-9988-008. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES 2023-7976
STORM WATER
FACILITIES
MAINTENANCE
AGREEMENT AND
ACCESS EASEMENT -
- G.10. Alderman Craig moved to adopt Resolution 2023-7976, A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A STORM WATER MANAGEMENT ACCESS EASEMENT FOR RISE FRANKLIN WI LLC, 9966 S. MONARCH DRIVE, TKN 891-9014-000. Seconded by Alderman Barber. All voted Aye; motion carried.

9966 S MONARCH DR.

RES 2023-7977
CONSERVATION
EASEMENT FOR FINAL
PLAT-TESS CREEK
ESTATES SUBDIVISION
– 11595 AND 11600 W
FOREST HOME AVE
(FOREST HOME
INVESTORS)

G.11. Alderman Craig moved to adopt Resolution 2023-7977, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A FINAL PLAT FOR THE TESS CREEK ESTATES SUBDIVISION UPON PROPERTY LOCATED AT 11595 AND 11600 WEST FOREST HOME AVENUE (FOREST HOME INVESTORS, LLC, PROPERTY OWNER). Seconded by Alderwoman Eichmann All voted Aye; motion carried.

RES 2023-7978
LANDSCAPE
BUFFERYARD
EASEMENT FOR FINAL
PLAT FOR TESS CREEK
ESTATES SUBDIVISION -
11595 AND 11600 W
FOREST HOME AVE
(FOREST HOME
INVESTORS, LLC,
PROPERTY OWNER)

G.12. Alderman Craig moved to adopt Resolution 2023-7978, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A FINAL PLAT FOR THE TESS CREEK ESTATES SUBDIVISION UPON PROPERTY LOCATED AT 11595 AND 11600 WEST FOREST HOME AVENUE (FOREST HOME INVESTORS, LLC, PROPERTY OWNER). Seconded by Alderwoman Day. All voted Aye; motion carried.

PAYMENT TO
ACCELERATE
PROFESSIONAL
TALENT SOLUTIONS
FOR CONTRACTING
FEE

G.13. Alderman Barber moved to authorize payment to Accelerate Professional Talent Solutions for their contracting fee. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES 2023-7979
DESIGNATING
OFFICIAL NEWSPAPER

G.14. Alderman Hasan moved to adopt Resolution 2023-7979, A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER. Seconded by Alderman Barber. All voted Aye; motion carried.

2023 EVENT SERVICE
AGREEMENT –
SERVICE SANITATION
– ST MARTINS FAIR
FUND

G.15. Alderman Holpfer moved to approve the 2023 Event Service Agreement with Service Sanitation in the amount of \$16,854 with funding from the St. Martins Fair Fund, subject to review and approval by the City Attorney with the copy as amended. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES 2023-7980
EXECUTE
STATE/MUNICIPAL
FINANCIAL AND
MAINTENANCE
AGREEMENTS FOR WI-

G.16. Alderwoman Eichmann moved to adopt Resolution 2023-7980, A RESOLUTION TO EXECUTE STATE/MUNICIPAL FINANCIAL AGREEMENT AND A STATE/MUNICIPAL MAINTENANCE AGREEMENT FOR IMPROVEMENTS RELATED TO A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON S. LOVERS LANE (USH 45) FROM W. ST. MARTINS ROAD

DOT PROJECT – S
LOVERS LN RD

TO W. RAWSON AVENUE (CTH BB) IN THE AMOUNT OF \$307,500. Seconded by Alderman Craig. All voted Aye; motion carried.

RES 2023-7981
REVISE
STATE/MUNICIPAL
FINANCIAL
AGREEMENT FOR WI-
DOT PROJECT – S
LOVERS LN RD

G.17. Alderman Craig moved to adopt Resolution 2023-7981, RESOLUTION TO REVISE STATE/MUNICIPAL FINANCIAL AGREEMENT FOR IMPROVEMENTS RELATED TO A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON S. LOVERS LANE (USH 45/STH 100) FROM W. RAWSON AVENUE (CTH BB) TO W. COLLEGE AVENUE IN THE NEW AMOUNT OF \$483,756. Seconded by Alderwoman Day. All voted Aye; motion carried.

RES 2023-7982
PARTIAL PROPERTY
TAX RESCISSION AND
REFUND TKN 754-9008-
000

G.18. Alderwoman Eichmann moved to adopt Resolution 2023-7982, RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR TKN 754-9008-000. Seconded by Alderwoman Day. All voted Aye; motion carried.

RES 2023-7983
REVIEW,
CONSIDERATION AND
EVALUATION PROCESS
OF CODE OF CONDUCT
AND ETHICS ELECTED
AND APPOINTED
OFFICIALS POLICY

G.19. Alderman Barber moved to adopt Resolution 2023-7983, A RESOLUTION FOR THE REVIEW, CONSIDERATION AND EVALUATION PROCESS OF THE CITY OF FRANKLIN CODE OF CONDUCT AND ETHICS ELECTED AND APPOINTED OFFICIALS POLICY TO SET A MORATORIUM UPON THE APPLICATION AND ENFORCEMENT THEREOF UNTIL THE PROCESS HAS BEEN COMPLETED. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

LICENSES AND
PERMITS

H. Alderman Craig moved to remove Hills Has Eyes, and bring back to the License Committee for clarification of when the last ticket will be sold, when the music/noise will be ending and for clarification of hours on May 16, 2023, and then bring back to the Common Council. Seconded Alderman Holpfer. On a roll call vote 5-1 Alderwoman Eichmann voted no. Motion carried.

Alderman Craig moved to approve the following licenses:

Special License Committee Meeting 5/1/23:

Grant 2023-24 Operator License to: Stella Nastulski & Haley Pyan;
Grant 2022-23 & Renewal 2023-24 Operator License to: Sudepp Mann, Joshua Semanski, Kiara Taylor, Gwen Ulfig, & Salma Wahhab;
Grant 2023-24 Renewal Operator License to: Geraldine Arteaga, Amy Balcerzak, Michael Bartolone, Brandon Bhatti, Joshua Bishop, John Braovac, Tammy Bresette, William Canales, Tyler Cherek, Susan De George, Jennifer Deputy, Milan Djurina, Marcus Drewek, Catherine Erwin, Christopher Ewig, Heidi Fisher, Peggy Flores, Corie Graf,

Jenna Haley, Hydin Heisel;

Grant 2022-23 & Renewal 2023-24 Operator License upon Correction of Application to: Melissa Soares, Jennifer Englund, Jennifer Craycraft, & Rachel Nondahl.

License Committee Meeting 5/2/23:

Grant Extraordinary Entertainment & Special Event & Temporary Class B Beer to the following: Scottish Festivals, Inc, Highland Games, David Berger, Croatian Park, 9100 S 76th St, 6/3/23; Xaveraian Missionaries-Annual Festival, Fr. Alejandro Rodriguez, Xaverian Missionaries, 4500 W Xavier Dr, 6/24 & 6/25/23;

Grant Extraordinary Entertainment & Special Event to the following: Root River Center-Outdoor Live Music Event; David Church, 7220 W Rawson Ave, 6/2 & 6/3/23; Rock Sports Complex-Summer Concert Series'23, Paul Cimoch, 7900 S Ballpark Dr, Every Saturday 6/4-9/30/23 & Tuesday 7/4/23 & Sunday 9/3/23;

Approved Amendment to Public Grant Application for Franklin Health Department 2023 Events to: Change date of Outdoor Movie Night from 8/25 to 8/5/23, Ellen Henry, Franklin Health Department;

Grant 2023-2024 Amusement Device Operator License to the following: American Entertainment Services, Inc., W337 S5059 Hwy GG, Dousman, WI 53118, Kenneth Grothman; National Amusement Systems, 2740 S 9th Pl, Milwaukee, WI 53215, Janis Thein; National Entertainment Network, LLC, 246 S Taylor Ave, Unit 200, Louisville, CO 80027, Nicholas Miceli; Red's Novelty Ltd, 1921 S 74th St, West Allis, WI 53219, Jay Jacomet; Reggie's Amusements, LLC 4918 S Packard Ave, Cudahy, WI 53110, Reginald Zeniecki; Wisconsin P & P Amusement, 12565 W Lisbon Rd, Brookfield, WI 53005, Michael Weigel;

Grant 2023-24 Auto Salvage License to: DBA Al's Auto Salvage, Al's Auto Salvage Inc, 10942 S 124th St, Albert Schill;

Grant 2023-2024 Day Care License to the following: DBA Discovery Days of Franklin, Cadence Education, LLC, 9758 S Airways Ct, Andrea Bustillos; DBA Faith Academy, Faith Community Church, Inc, 7260 S 76th, Jane Zimmerman; DBA Jubilee Christian School, Jubilee Faith Center, Inc, 3639 W Ryan Rd, Tanya Soich; DBA Falk Park KinderCare Learning Center, Kindercare Learning Centers LLC, 7363 S 27th St, Michelle Swikert; DBA LMN's Operation Playground, L & T Norgel, LLC, 11224 W Forest Home Ave, Lisa Norgel;

Grant 2023-2024 Entertainment & Amusement License to the following: DBA Innovative Health & Fitness, Innovative Health & Fitness Building, LLC, 8800 S 102nd St, Scott Cole; DBA Oakwood Park Golf Course, Milwaukee County Parks, 3600 W Oakwood Rd, Joshua Zuba; DBA Whitnall Park Golf Course, Milwaukee County Parks, 6751 S 92nd St, Joshua Zuba;

Grant 2023-24 Mobile Home License to the following: DBA Badger Mobile Home Park, Badger MHP, LLC, 6405 S 27th St, Renee Peters; DBA Franklin Mobile Estates, Franklin Mobile, LLC, 6361 S 27th St, David Steinberger;

Grant 2023-24 Renewal Operator License to the following: Carinn Hoffmann, Matthew Holtz, Shane Jaskie, Yannie Jin, Kevin Kais, Jenel Karow, Navdeep Kaur, Taylor Klafka, Miranda Krasinski, Apolonia Kust, Colleen Lesser, Michael Lloyd, Amanda Losiniecki, Sara Maglio, Nadiya Mashkina, Brianna Mayer, Ciara McMillan, Susan Mylnczak, Tyler Okrzesik, Derek Olszewski, Lori Otto, Andrew Page, Amrish Patel, Allison Planton, Joseph Pollack, Kristen Rinke, Agyapal Singh, Hollie Smith, Jessica St. Louis, Nadine Stork, Mckenna Surma, Stacie Trippler, Kathleen Varga, Juan Villa, Adaira Walker, Michael Williams, Erika Wotnoske, Raquel Zalewski;

Grant 2023-24 Operator License to: Mitchell Haskey & Indrit Katroschi;

Grant 2022-23 & Renewal 2023-24 Operator License to the following: Angelina Alvarez, Ashtyn Lindl, & Jack Wilka;

Grant 2023-24 Renewal Operator License to the following: Ryan Blum, Tadeusz Cieslak, Nicholas Cihler, April Gagliano, Xavier Marlow-Fowler, Jane Michel, Savannah Perelgut, Denise Popp, Richard Rabiega, Amy Rendall, Nicole Salas, Brian Sawinski, Rebekah Shallow, Katelyn Thousand, Theofania Topetzes, & Isaiah Vargas;

Grant 2023-24 Operator License to Jazmin Vespalec upon Correction of Application; and

Grant 2022-23 & Renewal 2023-24 Operator License to Brittany Griffin upon Correction of Application.

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

VOUCHERS AND
PAYROLL

- I. Alderman Holpfer moved to approve City vouchers with an ending date of April 27, 2023, in the amount of \$2,681,782.99 and property tax disbursements with an ending date of April 26, 2023, in the amount of \$4,705,028.90, and payroll dated April 21, 2023 in the amount of \$484,599.97 and payments of the various payroll deductions in the amount of \$471,387.61, plus City matching payments and estimated payroll dated May 5, 2023 in the amount of \$445,000 and payments of the various payroll deductions in the amount of \$241,000, plus City matching payments. Seconded by Alderman Barber. On roll call; all voted Aye. Motion carried.

Mayor Nelson called for a five-minute recess at 8:07 p.m. Resumed into open session at 8:15 p.m.

CLOSED SESSION-
APPOINTMENT OF
DIRECTOR OF
ADMINISTRATION –
KELLY HERSH

- G.20. Alderman Craig moved to enter closed session at 8:16 p.m., pursuant to Wis. Stats §19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Holpfer. On a roll call; all voted Aye. Motion carried.

Ms. Hersh exited closed session at 8:48 p.m.

Alderman Eichmann vacated her seat at 9:13 p.m.

Alderman Eichmann returned to her seat at 9:17 p.m.

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

Alderman Barber moved to confirm the appointment of Kelly Hersh as the Director of Administration for the City of Franklin pending final completion of her background check and of pre-employment drug screen, and subject to the execution of an employment agreement which shall include an up to one year probation term, which agreement shall be prepared by City labor counsel, with starting salary to be \$124,000, and upon successful completion of the one year probationary term, to be \$128,000. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

CLOSED SESSION-
COMMON COUNCIL
CONSIDERATION OF
CODE OF CONDUCT
COMPLAINTS

- G.21. Alderman Craig moved to enter closed session at 9:48 p.m., pursuant to Wis. Stats §19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alder Barber. On a roll call; all voted Aye. Motion carried.

Mr. Pelkey joined the closed session at 9:57 p.m.

Mr. Pelkey left the closed session at 10:03 p.m.

Returned to open session at 10:14 p.m.

Alderman Day moved to take no action. The matter is closed.
Seconded by Alderman Barber. All voted Aye; motion carried.

ADJOURNMENT

J. Alderman Barber moved to adjourn the meeting of the Common Council at 10:15 p.m. Seconded by Alderman Eichmann. All voted Aye; motion carried.

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APPROVAL	CORRECTED REQUEST FOR COUNCIL ACTION	MEETING DATE 05-16-23
REPORTS & RECOMMENDATIONS	Mayoral Appointment	ITEM NUMBER E.

The Mayor has made the following appointment for Council confirmation: John R. Nelson, 7787 S. North Cape Rd., - Community Development Authority for a 3 year term expiring April 20, 2026.

COUNCIL ACTION

Motion to confirm the following Mayoral appointment: John R. Nelson, 7787 S. North Cape Rd., - Community Development Authority for a 3 year term expiring April 20, 2026.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 5-16-23
REPORTS AND RECOMMENDATIONS	Request Council Approval to accept a \$5,000.00 Community Betterment Donation from the Franklin Lions Club Foundation, and to spend the funds on specific current Department Initiatives.	ITEM NUMBER M.1.

Background:

The fire department has received a Community Betterment donation from the Franklin Lions Club Foundation in the amount of \$5,000.

The department had pervious council approval to make several purchases related to an all-terrain Utility Vehicle, stretcher/cot skid-load, trailer, and various other items such as emergency notification and work lighting, entirely using grant funding from the Wisconsin Department of Health Services (DHS). However, in the interim, the department was forced to spend some of the unrestricted grant funding on replacement of the engine of the back-up/reserve ambulance. The majority of the Community Betterment donation would be used to restore the balance of the UTV project funding that was diverted for the ambulance repair.

Any remaining funds would be used towards the purchase of specialized EMS equipment and supplies, such as the tactical gear and supplies that paramedics utilize during active assailant events and other high-risk patient contact scenarios.

Funds would go into EMS Medical Supply Donation Fund line (28-0000-4730-7088), with expenditures posted to EMS Medical Supplies and Equipment line (28-0221-5322-7088).

COUNCIL ACTION REQUESTED

Request Council Approval to accept a \$5,000.00 Community Betterment donation from the Franklin Lions Club Foundation, to be used towards the EMS Utility Vehicle, and other specialized EMS equipment and supplies.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budgets for the General, Capital Outlay, Street Improvement, and Capital Improvement to Provide Carry Forward Appropriations From 2022 for Specifically Identified Projects in the Amount of \$1,400,895	ITEM NO. City-wide M. D.

BACKGROUND

On January 17, 2023, Common Council authorized the carry forward of unused 2022 appropriations, for use in 2023, in the amount of \$2,917,899, and directed staff to prepare a 2023 Budget modification (item G.21). Within that carry forward request the following specifically identified projects were included:

Build City Fiber Infrastructure Network	\$ 1,190,630.00	46-0181-5846.9650	Capital Improvement Fund-Buildings
DPW - Street Lighting	\$ 91,960.00	46-0331-5834.9693	Capital Improvement Fund-Highway, Lighting
DPW - Curb & Gutter Replacements	\$ 35,000.00	47-0331-5823	Street Improvement Fund-Highway, Street
DPW - Guardrail Replacements	\$ 60,000.00	41-0331-5823	Capital Outlay Fund-Highway, Street Extension/Improvement/Construction
DPW - 2 6,000 De-Icer Tanks	\$ 19,980.00	01-0331-5364	General Fund-Highway, Salt/De-Icer
DPW - Blower Units/Chainsaws/High-Speed Chargers	\$ 3,325.00	01-0551-5247	General Fund-Parks, Parks Maintenance
TOTAL Carry Forward	\$ 1,400,895.00		

ANALYSIS

This budget amendment is needed to start the work on these projects.

OPTIONS

Authorize the budget amendment.

FISCAL NOTE

The fiscal impact of the carry forwards is that unused 2022 funds, as specifically identified by account number in the carry forward request, will be used to fund these items which were all authorized in the 2022 Adopted Budget.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2023-_____, an ordinance to amend Ordinance 2022-2521, an ordinance adopting the 2023 annual budgets for the General, Capital Outlay, Street Improvement, and Capital Improvement to provide carry forward appropriations from 2022 for specifically identified projects in the amount of \$1,400,895.

Roll call vote.

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023 _____

AN ORDINANCE TO AMEND ORDINANCE 2022-2521,
AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGETS FOR THE
GENERAL, CAPITAL OUTLAY, STREET IMPROVEMENT, AND CAPITAL
IMPROVEMENT TO PROVIDE CARRY FORWARD APPROPRIATIONS FROM
2022 FOR SPECIFICALLY IDENTIFIED PROJECTS IN THE AMOUNT OF
\$1,400,895

WHEREAS, the Common Council of the City of Franklin adopted Ordinance No. 2022-2521, the 2023 Annual Budgets for the City of Franklin on November 15, 2022; and

WHEREAS, the Common Council has carried forward, into 2023, \$23,305 from the General Fund for specifically identified projects which were not completed in 2022; and

WHEREAS, the Common Council has carried forward, into 2023, \$60,000 from the Capital Outlay Fund for specifically identified projects which were not completed in 2022; and

WHEREAS, the Common Council has carried forward, into 2023, \$35,000 from the Street Improvement Fund for specifically identified projects which were not completed in 2022; and

WHEREAS, the Common Council has carried forward, into 2023, \$1,282,590 from the Capital Improvement Fund for specifically identified projects which were not completed in 2022; and

WHEREAS, the Common Council has carried forward, into 2023, \$23,305 from the General Fund for specifically identified projects which were not completed in 2022; and

WHEREAS, the total amount of the aforesaid funds carried forward into 2023 is \$1,400,895; and

WHEREAS, the Common Council directed on January 17, 2023 that staff prepare a carry forward 2023 budget amendment to bring these projects forward to 2023 appropriations in the General Fund, Capital Outlay Fund, Street Improvement Fund, and Capital Improvement Fund.

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

0331 Highway	Salt/De-Icer	Increase	\$19,980
0551 Parks	Parks Maintenance	Increase	\$3,325

Section 2 That the 2023 Budget for the Capital Outlay Fund be amended as follows:

Capital Outlay Fund

0331 Highway	Street Ext/Improvement/ Construction	Increase	\$60,000
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Section 3 That the 2023 Budget for the Street Improvement Fund be amended as follows:

Street Improvement Fund

0331 Highway	Street Ext/Improvement/ Construction	Increase	\$35,000
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Section 4 That the 2023 Budget for the Capital Improvement Fund be amended as follows:

Capital Improvement Fund

0181 Buildings	Fiber Optic Cable	Increase	\$1,190,630
0331 Highway	Lighting	Increase	\$91,960

Section 5 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City’s web site.

Section 6 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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 ____

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 5-16-23
Reports & Recommendations	A Resolution to Award The 2023 City of Franklin Fiber Optic Ring Project to Fiber Optic Management LLC dba TurnKey Network Solutions, in the Amount of \$961,819.64	ITEM NO. City-wide A.3.

BACKGROUND

On February 7, 2023, Common Council authorized Staff to proceed with the bidding phase of the 2023 City of Franklin Fiber Optic Ring project (Item G.2). Engineering Staff assisted Multimedia Communications & Engineering (MCE) on getting the project advertised and solicit for bids. The construction start date is anticipated to begin in May 2023 and the full project completion in October 2023.

This project will include the procurement of materials, and the labor to complete the full intent of the bid which includes exterior and interior work. The project includes 29,850 LF of underground duct installation, 28,471 L.F. of pulling through existing duct, and 170 L.F. of interior work. The following locations will be connected during the installation process:

- Franklin City Hall - 9229 W. Loomis Road
- Franklin Police Department - 9455 W. Loomis Road
- Franklin School District ECC – 8255 W. Forest Hill Avenue
- Franklin Public Works Department - 7979 W. Ryan Road
- Fire Station 1, Fire Station 2, Fire Station 3 - 8901 W. Drexel Avenue, 9911 S. 60th Street, 4755 W. Drexel Avenue
- Franklin Utility Operations Center - 5500 W. Airways Avenue

ANALYSIS

The project is a lump sum bid amount. Seven bids were received and opened publicly on April 13, 2023. Three bids were considered non-responsive as they did not complete the bid submittal as required in the instructions to bidders. The four responsive, responsible bids receive were as follows (bid tab is included in the packet):

Bidder	Lump Sum Bid Amount
<i>Engineer Estimate</i>	\$1,307,625.03
Fiber Optic Management LLC (dba TurnKey Network Solutions)	\$961,819.64
CableCom, LLC	\$981,487.24
IHC Construction Co. LLC	\$1,169,000.00
White Construction Co.	\$1,238,730.49

MCE has reviewed the submittal from the lowest responsive, responsible bidder, TurnKey Network Solutions, and found them to be qualified to perform this work. MCE recommends award of the 2023 City of Franklin Fiber Optic Ring project to Fiber Optic Management LLC dba TurnKey Network Solutions for the lump sum bid amount of \$961,819.64. The award recommendation letter from MCE is included in the packet.

OPTIONS

1. Award the contract to Fiber Optic Management LLC dba TurnKey Network Solutions for the lump sum bid amount of \$961,819.64, or
2. Other direction from the Common Council.

FISCAL NOTE

The funding source for this project is the American Rescue Plan Act (ARPA) Funding. This item was budgeted in 46-0181-5846.9650, Capital Improvement Fund for Municipal Buildings, in the amount of \$1,371,200 in the 2022 budget. MCE is under contract for the design and construction project management of this project for \$180,567.19. The remaining \$1,190,630 was authorized for carry over to the 2023 budget by the Council on January 17, 2023 (Item G.21). A budget amendment for funding carry over was prepared and provided elsewhere on this agenda.

\$1,371,200.00	ARPA Funding received by City
(\$180,567.19)	MCE Contract (4/8/2022, 46-0181-5846.9650)
(\$961,819.64)	TurnKey Network Solutions Contract (5/2/2023)
\$228,813.17	Available for contingency and future change orders

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2023 - _____, a resolution to award the 2023 City of Franklin Fiber Optic Ring project to Fiber Optic Management LLC dba TurnKey Network Solutions, in the amount of \$961,819.64.

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023- _____

A RESOLUTION TO AWARD
THE 2023 CITY OF FRANKLIN FIBER OPTIC RING PROJECT TO
FIBER OPTIC MANAGEMENT LLC DBA TURNKEY NETWORK SOLUTIONS,
IN THE AMOUNT OF \$961,819.64

WHEREAS, the City of Franklin advertised and solicited bids for the 2023 City of Franklin Fiber Optic Ring project; and

WHEREAS, seven bids were received on April 13, 2023 and Fiber Optic Management LLC dba TurnKey Network Solutions was the lowest responsive and responsible bidder; and

WHEREAS, Fiber Optic Management LLC dba TurnKey Network Solutions is a qualified contractor to perform this work; and

WHEREAS, it is in the best interest of the City as recommended by Multimedia Communications & Engineering and City Staff to award the contract for the 2023 City of Franklin Fiber Optic Ring project, in the amount of \$961,819.64 to Fiber Optic Management LLC dba TurnKey Network Solutions.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 2023 City of Franklin Fiber Optic Ring contract to Fiber Optic Management LLC dba TurnKey Network Solutions.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Fiber Optic Management LLC dba TurnKey Network Solutions 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.

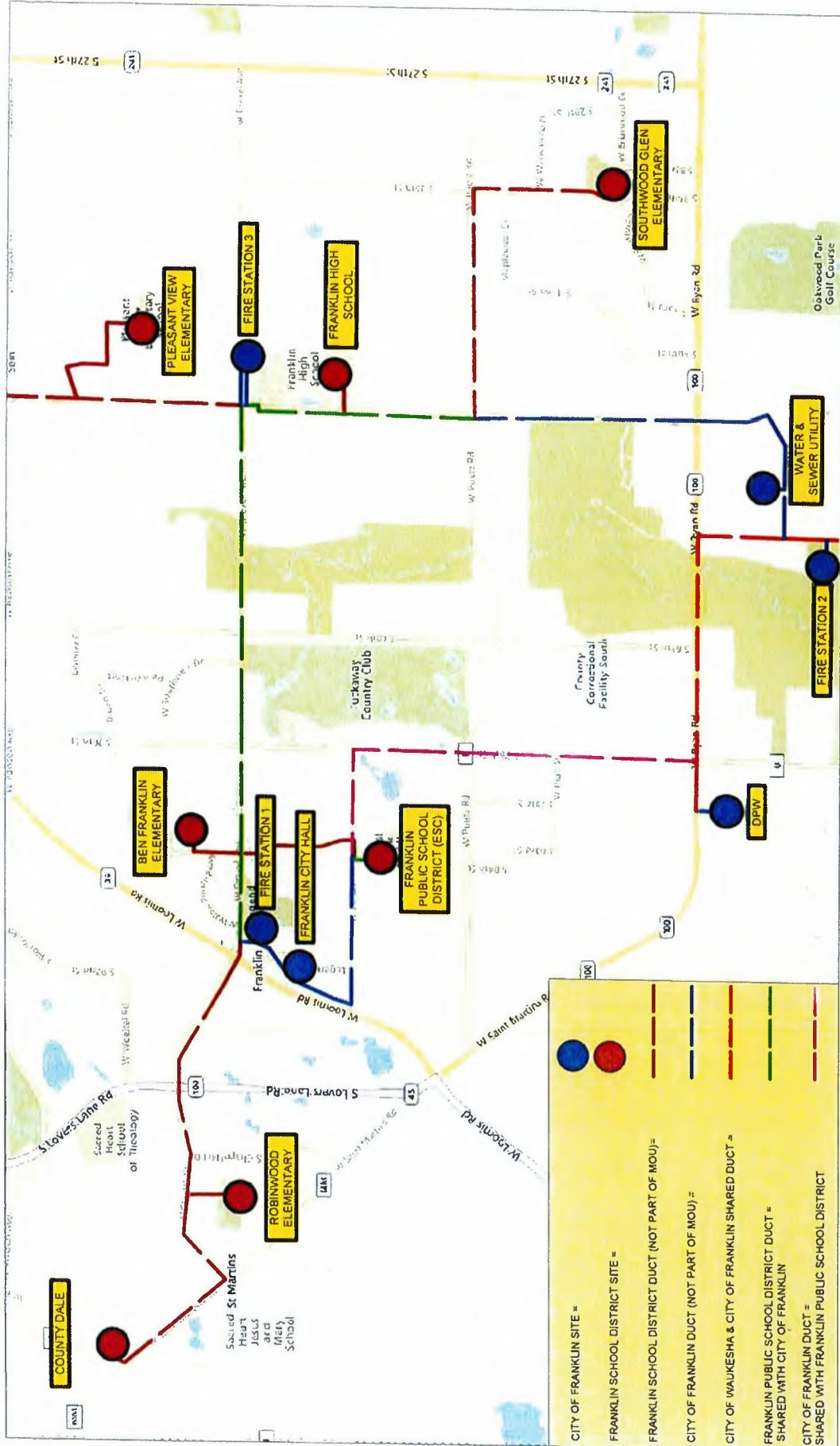
APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



Multimedia Communications & Engineering, Inc.
 PO Box 11064 Green Bay, WI 54307
 P: 920.301.7900 | 877.870.6968

Scale: NTS ANSI B/Tabloid

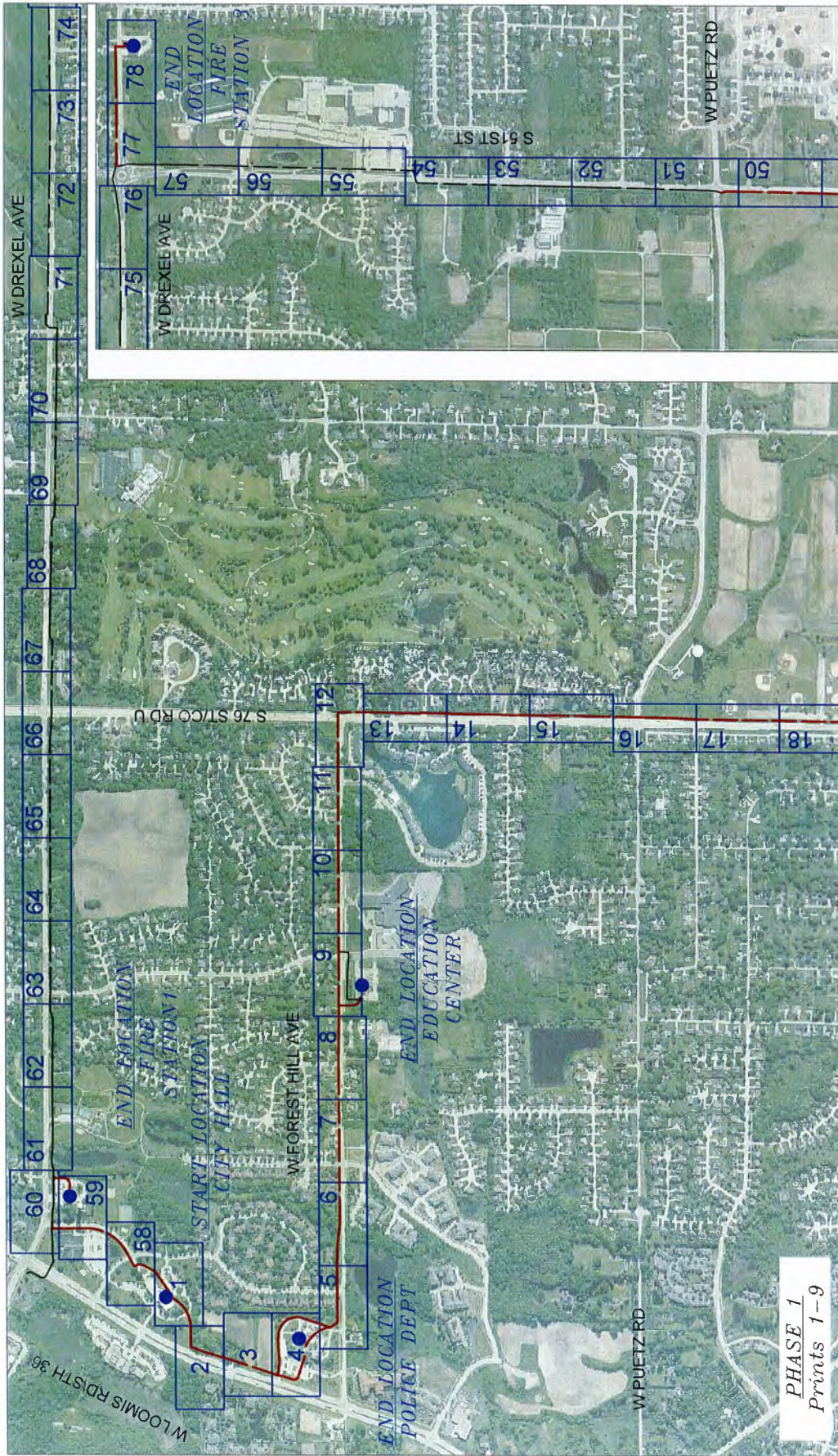


MOU - Exhibit A
 Franklin - FPSD - Waukesha

SHEET GROUP:
 EXHIBIT A

SHEET ID:
 OV1
 Page 1 of 1

Print Date: 10.5.2022



PHASE 1
Prints 1-9



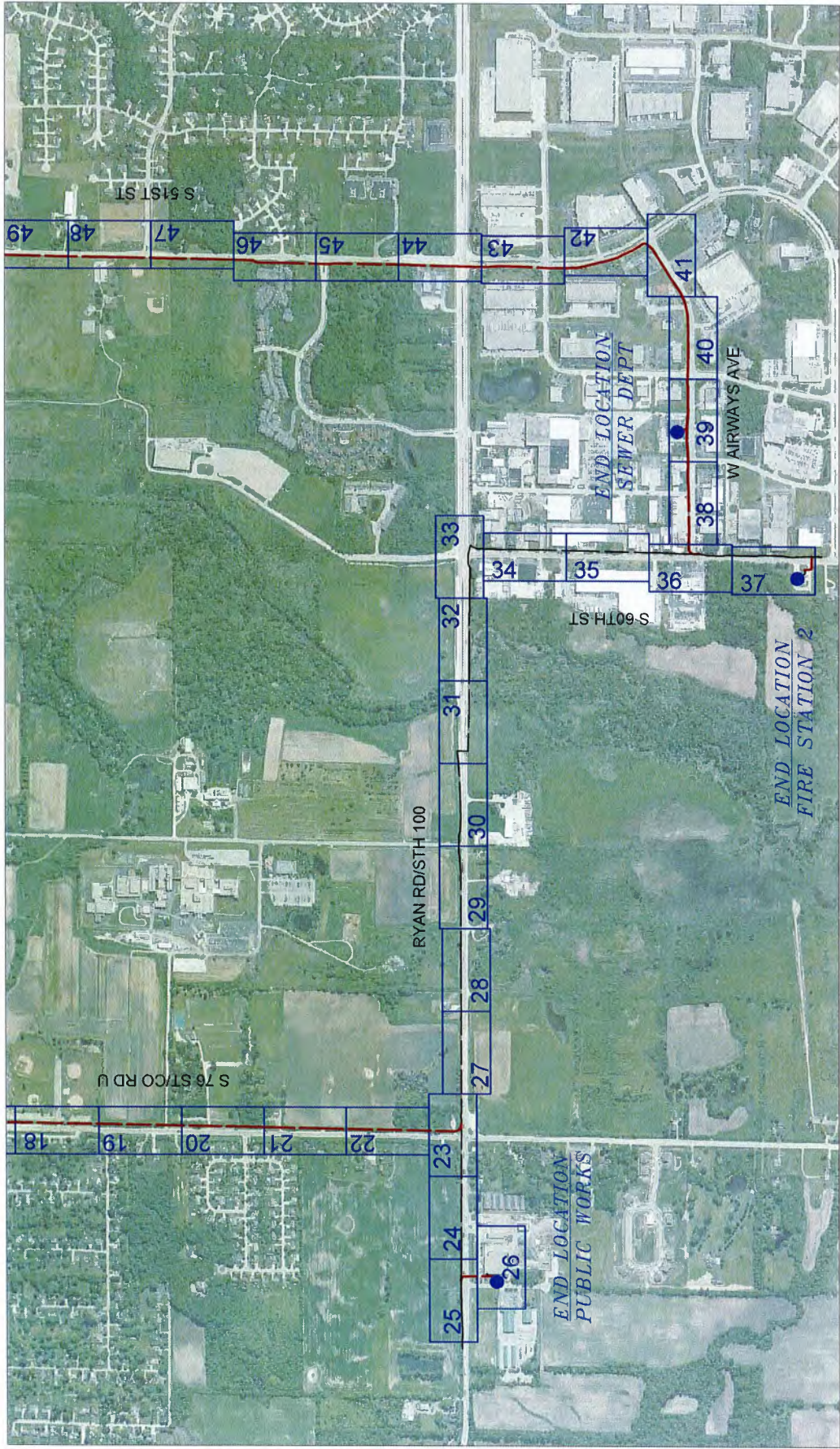
Multimedia Communications & Engineering, Inc.
PO Box 11064 Green Bay, WI 54307
P: 920.301.7900 | 877.870.6968



CITY OF FRANKLIN
BACKBONE FIBER PROJECT

SHEET GROUP:
OVERVIEW

SHEET ID:
OV1



Multimedia Communications & Engineering, Inc.
 PO Box 11064 Green Bay, WI 54307
 P: 920.301.7900 | 877.870.6968



CITY OF FRANKLIN
 BACKBONE FIBER PROJECT

SHEET GROUP:
 OVERVIEW

Print Date: 3.2.2023

SHEET ID:
 OV2

Page 3 of 102

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	A Motion to Authorize Staff to Advertise for Bids for Guardrail Replacements on S. 68 th Street	ITEM NO. Ald. Dist. 1, 4, 5, M. 4.

BACKGROUND

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

Funds for replacement of guardrail sections throughout the City were included in the 2022 budget, however due to a combination of supply chain issues and labor shortages at vendors the project was not able to take place in 2022.

On January 17, 2023, Common Council authorized the carry forward of unused 2022 appropriations, for use in 2023 (item G.21). Those unused appropriations included \$60,000 for DPW – Guardrail Replacements. Elsewhere on this agenda is an item for a budget amendment to carry forward unused appropriations from the 2022 budget for specifically identified projects, including \$60,000 for this project.

ANALYSIS

There are four locations of guardrail along S. 68th Street that are in need of replacement: 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.

Guardrails are needed along roadways for safety purposes to lessen the severity of any potential crashes and to slow down and deflect vehicles away from steep slopes or rigid hazards.

It is anticipated with current material and construction costs that the project will only be able to address two locations. The highest priority locations are the two south of W. Wildwood Creek Ct.

OPTIONS

- A. Authorize Staff to advertise and bid a contract for guardrail replacements. Note that the bids will return to Common Council for awarding contracts.

FISCAL IMPACT


Elsewhere on this agenda is an item for a budget amendment to carry forward unused appropriations from the 2022 budget, which includes \$60,000 for DPW-Guardrail Replacements (41-0331-5823).

RECOMMENDATION

A motion to authorize Staff to advertise for bids for guardrail replacements on S. 68th Street.

Engineering Department: TAB

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Approval 	Council Action Sheet	MEETING DATE 5/16/23
REPORTS & RECOMMENDATIONS	Direct staff to distribute a request for Proposals for a professional services contract to provide marketing materials to the City of Franklin	ITEM NUMBER A. 5.

Summary

If directed, staff will solicit Proposals from at least three firms to provide marketing collateral to the City of Franklin. The objective of the effort is to create promotional materials that build on the community's branding efforts and effectively communicate a message that resonates with existing residents and businesses and portrays Franklin as a desirable place to live, work, development, grow a business, and visit. A draft request for Proposals is attached.

Responses will be evaluated to determine the best fit for the City. Criteria for evaluation will include:

- experience with marketing efforts (public sector and/or community branding experience preferred)
- ability to provide professionally prepared marketing imagery, copy, web, video and other targeted media
- quality of previous work (digital, print, and other creative formats with representative imagery and copy)
- ability to complete tasks and work within the budget guidelines and timelines outlined by clients
- understanding of local assets and what sets Franklin apart within the region
- Estimated cost for materials and services

City staff will work with the Economic Development Commission (EDC) to determine a preferred firm with which to contract based on the criteria outlined above. Staff will then work with that firm to prepare a contract for consideration by the Franklin Common Council. The initial contract will likely include deliverables pertaining to economic development collateral, advertisements, stock photography, etc

The City of Franklin has allocated budget categories totaling \$31,000 for economic development programming efforts in 2023, of which \$15,500 can be directed towards marketing efforts. It is envisioned that this project will lead to future marketing activities throughout the City.

Background

Franklin has made a concerted effort to enhance its brand identity and market the community, starting in 2017. The Common Council directed staff to solicit qualifications for Branding and Marketing services at its October 3, 2017 meeting, resulting in contracts that produced a new logo, signage and other branded promotions.

The Economic Development Commission wishes to continue building on these efforts to promote the City by developing marketing collateral and updating its website. Current efforts to continue enhancing Franklin's brand are being staffed by the City's Director of Economic Development with leadership from the Economic Development Commission.

COUNCIL ACTION REQUESTED

Motion to direct staff to distribute a request for Proposals for a professional services contract to provide marketing materials to the City of Franklin



May 17, 2023

City of Franklin
Request for Proposals
Marketing Materials Development

The City of Franklin seeks proposals and estimated costs from firms capable of providing marketing materials. The objective of the effort is to create promotional materials for Franklin Corporate Park and Loomis Business Park, update the City of Franklin's economic development guide and profile, integrate these into the City's website and update its economic development web pages.

Responses will be evaluated to determine the best fit for the City. Criteria for evaluation will include:

- experience with marketing efforts (public sector and/or community marketing experience preferred)
- ability to provide professionally prepared marketing imagery, copy, web, video and other targeted media
- quality of previous work (digital, print, and other creative formats with representative imagery and copy)
- ability to complete tasks and work within the budget guidelines and timelines outlined by clients
- understanding of local assets and what sets Franklin apart within the region
- Estimated cost for materials and services

City staff will work with the Economic Development Commission (EDC) to determine a preferred firm with which to contract, based on the criteria outlined above. Staff will then work with that firm to prepare a contract for consideration by the Franklin Common Council. The initial contract will include deliverables pertaining to economic development collateral, advertisements, stock photography, etc.

Response Deadline

To be considered, please submit a letter of interest and qualification to the Director of Economic Development. Submissions received after June 19, 2023 will not be considered.

Budget

The City of Franklin has allocated budget categories totaling \$31,000 for economic development programming efforts in 2023, of which \$15,500 can be directed towards marketing efforts.

Background

Franklin has made a concerted effort to enhance its brand identity and market the community, starting in 2017. The Common Council directed staff to solicit qualifications for Branding and Marketing services at its October 3, 2017 meeting, resulting in contracts that produced a new logo, signage and other branded promotions.

The Economic Development Commission wishes to continue building on these efforts to promote the City by developing marketing collateral and updating its website. Current efforts to continue enhancing Franklin's brand are being staffed by the City's Director of Economic Development with leadership from the Economic Development Commission.



About the City of Franklin

Franklin, Wisconsin is a suburban Milwaukee community of 36,500 residents in southeastern Wisconsin. Franklin is known for its quality subdivisions, parks, top-rated schools and successful business and industrial parks. Franklin's new Corporate and Loomis business parks provide great economic growth opportunities and have already realized success. Franklin also serves as home to global manufacturers, the Rock and Milwaukee County Sports Complexes, The conservancy for Health and Healing, Wehr Nature Center, the Oak Leaf Hiking Trail and other unique suburban amenities.

Several large-scale developments are planned that will continue to reshape the community including, new residential subdivisions, creation of a new mixed-use business redevelopment project, hotel and retail development. Beyond these developments, large portions of the community remain undeveloped for residential, commercial, mixed-use, industrial, natural and open space uses.

RFQ Contact:

John Regetz
Director, Economic Development Dept.
9229 W. Loomis Road
Franklin, WI 53132
414-425-4024
nfuchs@franklinwi.gov

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<p style="text-align: center;">Approval #</p>	<p style="text-align: center;">Council Action Sheet</p>	<p style="text-align: center;">MEETING DATE 5/16/23</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Direct staff to distribute a request for Proposals for a professional services contract to provide strategic planning services to the City of Franklin</p>	<p style="text-align: center;">ITEM NUMBER D.6.</p>
<p>Summary</p> <p>If directed, staff will solicit proposals from at least three firms to provide proposals and estimated costs for strategic planning services to the City's Economic Development Commission (EDC). The objective of the effort is to create a strategic plan that provides goals and objectives for the EDC to pursue and by which to measure its success. A draft request for Proposals is attached.</p> <p>Responses will be evaluated to determine the best fit for the City. Criteria for evaluation will include:</p> <ul style="list-style-type: none"> • experience with economic development in the public sector • ability to provide professionally prepared planning documents in a variety of media • quality of previous work including digital, print, and other creative formats with representative examples • ability to complete tasks and work within the budget guidelines and timelines outlined by clients • understanding of local assets and what sets Franklin apart within the region • Estimated cost for materials and services <p>The Economic Development Commission (EDC) will work with the City staff to determine a preferred firm with which to contract, based on the criteria outlined in this RFP. Staff will then collaborate with that firm to prepare a contract for consideration by the EDC and Common Council. The contract will include deliverables pertaining to developing a strategic plan for economic development including, facilitation, meetings, publishing, promotion, etc.</p> <p>The City of Franklin has allocated budget categories totaling \$31,000 for economic development programming efforts in 2023, of which \$15,500 can be directed to strategic planning.</p> <p>Background</p> <p>Franklin has made a concerted effort to plan economic development land uses, enhance its brand identity and market the community. The Franklin First Ticknor Report and Theil marketing collateral are key examples of these efforts. The Economic Development Commission wishes to continue building on these efforts to promote and develop the City, beginning with drafting a vision, mission, values, goals and objectives.</p> <p>The EDC directed staff to solicit proposals for strategic planning services to result in an agreement submission to the Franklin Common Council. Current efforts to develop the EDC's strategic plan are being staffed by the City's Director of Economic Development with leadership from the Economic Development Commission.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p style="text-align: center;">Motion to direct staff to distribute a request for Proposals for a professional services contract to provide marketing materials to the City of Franklin</p>		

Economic Development: JGR



May 17, 2023

**City of Franklin
Request for Proposals (RFP)
Economic Development Commission Strategic Planning**

The City of Franklin seeks proposals and estimated costs from firms capable of providing strategic planning services for the City's Economic Development Commission (EDC). The objective of the effort is to create a strategic plan that provides goals and objectives for EDC to pursue and by which to measure its success.

Responses will be evaluated to determine the best fit for the City. Criteria for evaluation will include:

- experience with economic development in the public sector
- ability to provide professionally prepared planning documents in a variety of media
- quality of previous work including digital, print, and other creative formats with representative examples
- ability to complete tasks and work within the budget guidelines and timelines outlined by clients
- understanding of local assets and what sets Franklin apart within the region
- Estimated cost for materials and services

The Economic Development Commission (EDC) will work with the City staff to determine a preferred firm with which to contract, based on the criteria outlined in this RFP. Staff will then collaborate with that firm to prepare a contract for consideration by the EDC and Common Council. The contract will include deliverables pertaining to developing a strategic plan for economic development including, facilitation, meetings, publishing, promotion, etc.

Response Deadline

To be considered, please submit a proposal to provide services to the Director of Economic Development. Submissions received after June 22, 2023 will not be considered.

Budget

The City of Franklin has allocated budget categories totaling \$31,000 for economic development programming efforts in 2023, of which \$15,500 can be directed to strategic planning.

Background

Franklin has made a concerted effort to plan economic development land uses, enhance its brand identity and market the community. The Franklin First Ticknor Report and Theil marketing collateral are key examples of these efforts. The Economic Development



Commission wishes to continue building on these efforts to promote and develop the City, beginning with drafting a vision, mission, values, goals and objectives.

The EDC directed staff to solicit proposals for strategic planning services to result in an agreement submission to the Franklin Common Council. Current efforts to develop the EDC's strategic plan are being staffed by the City's Director of Economic Development with leadership from the Economic Development Commission.

About the City of Franklin

Franklin, Wisconsin is a suburban Milwaukee community of 36,500 residents in southeastern Wisconsin. Franklin is known for its quality subdivisions, parks, top-rated schools and successful business and industrial parks. Franklin's new Corporate and Loomis business parks provide great economic growth opportunities and have already realized success. Franklin also serves as home to global manufacturers, the Rock and Milwaukee County Sports Complexes, The Conservancy for Health and Healing, Wehr Nature Center, the Oak Leaf Hiking Trail and other unique suburban amenities.

Several large-scale developments are planned that will continue to reshape the community including, new residential subdivisions, creation of a new mixed-use business redevelopment project, hotel and retail development. Beyond these developments, large portions of the community remain undeveloped for residential, commercial, mixed-use, industrial, natural and open space uses.

Scope Of Services Consultants are asked to provide, at minimum, the following items:

A. Project Plan

1. Key project milestones.
2. Anticipated timeline, including start date. The timeline should also include the anticipated life of the plan (between 3-5 years) and all associated milestones.
3. A breakdown of costs by item, including those requested in this document, as well as any additional services recommended

B. Strategic Plan Development

The EDC prefers the development of the strategic planning be facilitated in June, 2023, the plan itself be drafted in July & August and be fully completed by September 28, 2023. While the facilitated input session should be inclusive, the City would prefer this development phase to be performed by the Consultant, EDC members and key staff, as delineated in the following items:

1. Guidance/assistance in the development of a new vision, mission, values, goals and objectives.
2. Chart an effective course of action for the EDC through setting priorities and maximizing innovative opportunities in a fiscally responsible manner.
3. Fully describe the intended methodology for the facilitation of the strategic plan development process and responsible parties.





C. Deliverables

At a minimum, the final deliverables should include:

1. Development of a new vision, mission, values, goals and objectives.
2. Development of a comprehensive strategic plan within the guidelines identified in the scope of work, that has a life of 3-5 years. The plan must be easily implemented into annual EDC work plans over the same period.
3. Guidance on how to update the plan and evaluate progress.
4. On-site facilitation of the strategic planning input process.

RFP Contact - Send proposals to:

John Regetz
Director, Economic Development Dept.
9229 W. Loomis Road
Franklin, WI 53132
414-425-4024

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/16/2023
Reports and Recommendations	Motion to approve the street closures of S. Legend Drive and Schlueter Pkwy on Saturday June 3 from 6am until 3pm in conjunction with the City of Franklin Health Department Bike Rodeo.	ITEM NUMBER 

The City of Franklin Health Department along with community partners are hosting the 13th annual Franklin Bike Rodeo at Franklin City Hall on Saturday June 3, 2023. Over 130 children attend the event with their parents learning bike safety skills. Roads that need to be closed are S. Legend Drive and Schlueter Drive from 6:00 am until 3:00pm as the event occurs in the garage of Franklin City Hall and on the streets. Lions Legend Park has been reserved to prevent overlap in activities. The nearby condominium complex receives fliers to notify them of the street closure and the duration of the event.

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

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve the street closures of S. Legend Drive and Schlueter Pkwy on Saturday June 3 from 6am until 3pm in conjunction with the City of Franklin Health Department Bike Rodeo.

Health Department: LG

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 16, 2023
Reports and Recommendations	Presentation of Franklin Health Department services and initiatives.	ITEM NUMBER H.8.
<p>Summary: Presentation of current Franklin Health Department services and initiatives.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p>		

Health Department: LG

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute Amendment No. 2 to an Agreement with GRAEF-USA, INC. for Professional Architectural and Engineering Services for the Pleasant View Park Master Plan Update in the Amount Of \$4,000	ITEM NO. Ald. Dist. #3 29.

BACKGROUND

On September 15, 2020, Common Council authorized an amendment No. 1 to a GRAEF-USA, Inc. contract for the final design, bidding documents (lump sum fee of \$63,590.00) and contract administration and construction observation (hourly reimbursable fee of \$60,000). The contract was closed when the reimbursable fee was exhausted. Staff finalized the punch list items with the contractor in the fall of 2022.

When the contract appeared complete and Staff was preparing the pickleball court for use, it was noted that large “bubbles” formed each day when exposed to the sun. Staff sought experts in tennis/pickleball court construction and this is a rarely seen defect. There are theories as to why the court is defective, but nonetheless it is defective. Allways, Inc. the contractor, has agreed to remove and replace the entire surface at their expense. Part of the discussion was that they would also be responsible for some additional construction observation by GRAEF.

ANALYSIS

Enclosed is an amendment to GRAEF-USA, Inc.’s contract for an hourly, not to exceed contract of \$3,000. Initially, the expense will be paid from the Engineering Services in the Engineering budget. This account is generally for services related to inspection of private developments. Allways, Inc. will be invoiced for the full amount of this City project.

The asphalt was installed prior to this Common Council meeting. If denied, Engineering staff is prepared to have the expense from a smaller budgeted item “Other Professional Services and ask Common Council to reimburse the account when reimbursed by the contractor.

OPTIONS

- A. Authorize GRAEF to proceed with the limited inspection of asphalt at Pleasant View Park improvements in the Engineering Services account. Or,
- B. Direct Staff to pay for the inspection of asphalt using the Other Professional Services account.

FISCAL NOTE

The budget for the Engineering Services (01-0321-5216) is \$300,000 and the budget for the Other Professional Services ” (01-0321-5219) is \$10,000. There is sufficient budget remaining in each fund to cover \$3,000.

RECOMMENDATION

(Option A) Resolution 2023-____ a resolution to execute Amendment No. 2 to an agreement with GRAEF-USA, Inc. for professional architectural and engineering services for the Pleasant View Park Master Plan Update, in the amount of \$4,000.

Engineering Department: GEM

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2023-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE
AMENDMENT NO. 2 TO AN AGREEMENT WITH GRAEF-USA, INC. FOR
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR
THE PLEASANT VIEW PARK MASTER PLAN UPDATE
IN THE AMOUNT OF \$4,000

WHEREAS, the Common Council and the Parks Commission having considered the development to this date and the public interests in and the further development of Pleasant View Park; and

WHEREAS, improvements to Pleasant View Park were completed in 2022 but a defective surface to the pickleball courts were observed upon completion; and

WHEREAS, the contractor is willingly removing and replacing the court in 2023 at no cost to the City; and

WHEREAS, the contractor is willing to reimburse the City for the additional inspection of the installation of the asphalt surface.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that an amendment to the Agreement with Graef-USA Inc. for Professional Architectural and Engineering Services for the Pleasant View Park Master Plan Update for professional fees of \$4,000, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver said Amendment.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES ___ NOES ___ ABSENT ___



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

collaborate formulate innovate

May 10, 2023

Mr. Glen Morrow
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

**SUBJECT Pleasant View Park
Contract Administration and Construction Observation Amendment No. 2**

Dear Glen

We are pleased to provide you with this proposal to amend our professional services. When accepted, this proposal will amend our Agreement dated February 25, 2020. This proposal is for additional contract administration and construction observation for improvements at Pleasant View Park (Project). This proposal is subject to Terms and Conditions, which were attached to our original proposal.

- Perform general contract administration.
- Provide construction observation

You agree to compensate GRAEF on an hourly rate of personnel assigned not-to-exceed \$4,000.00 plus direct reimbursable expenses. Reimbursable direct expenses include mileage, permit fees and printing costs.

To accept this amendment, please sign and date and return one copy to us. Upon receipt of an executed copy, GRAEF will commence work on the project.

Please call us at 414-266-9086 if you have any questions regarding this amendment.

Sincerely,

Graef-USA Inc.

Michael N. Paulos, P.E.
Principal

Accepted by:
City of Franklin

(Signature)

(Name Printed)

(Title)

(Date)

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	A Resolution to Authorize a Professional Services Contract with Foth Infrastructure and Environment, LLC to Design the Ryan Road Trunk Sewer for a Fee of \$150,000	ITEM NO. Ald. Dist. 1 A.10.

BACKGROUND

Carma Laboratories, Inc. has purchased 9410 S. 76th Street (TKN 884-9997-000) located on the northeast corner of S. 76th Street and W. Ryan Road for a new headquarters. They have been meeting with Staff with the stated purpose of starting construction this fall. More details are forthcoming and will involve a developer's agreement that will include a request for tax increment financing.

To keep pace on this schedule, there is a monumental sewer project that must be started to bring sewer to the site. Depending on the limits of the tax increment district, the sewer will start at the Ryan Creek Interceptor and need to be extended along W. Ryan Road to the west to serve additional developable properties.

ANALYSIS

Foth Infrastructure and Environment, LLC has closely examined this sewer system when they analyzed the removal of a masterplan trunkline sewer passing through property purchased by Franklin Schools. A selected alternate sewer would connect to the Ryan Creek Interceptor approximately 1,000 feet east of S. 76th Street then split to extend another 3,000 feet west of S. 76th Street and also 1,600 feet north of W. Ryan Road. The exact location and lengths would be developed in the early phases of Foth's design while communicating with Staff and Carma Laboratories.

There is a special clause (V.B.- page 3) in the Foth contract that would pause the design efforts should Carma Laboratories not proceed as anticipated. The design efforts would not be wasted, but the data and design could be used when the sewer is eventually constructed.

It is anticipated that any construction contract would not be awarded until all of the financing with the Carma project is finalized.

This Foth scope entails two phases.

\$97,000- Phase 1, project management / coordination, site visit / data collection, field survey, wetland delineation, and preliminary design

\$53,000- Phase 2: easement descriptions / title searches, agency permitting, final design, plan preparation, specification preparation, bidding phase services and opinion of probable cost preparation.

\$150,000- total amount of effort needed to receive bids.

OPTIONS

- A. *Authorize Foth to start the design of the Ryan Road Trunk Sewer by completing Phase 1 only for \$97,000 (see fiscal note below). This is not enough work to bid the project. The project would return to Common Council when financing is determined to complete the design.*
- B. *Authorize Foth to complete the design of the Ryan Road Interceptor Sewer for \$150,000 and solicit contractors to bid the project. The project would return to Common Council to award the construction contract.*
- C. *No action at this time and return for consideration when the financing for the entire project is developed. This option would not allow Carma Laboratories to complete their project in their desired timeframe.*
- D. *Instruct Staff to work out a financing strategy for other City accounts to temporary loan this project and return with a budget amendment*

FISCAL NOTE

The design of this project was not anticipated in the 2023 budget. An appropriate account for this project would be the Sanitary Sewer fund but that utility does not have adequate funds on-hand because of the construction of the Industrial Park Lift Station.

Finance Staff recommends that the contingency fund be used, but the contingency only has approximately \$125,000. Should Common Council decide to start with this project before financing for the Carma project is developed, Staff recommends that only Phase 1 (\$97,000) be authorized at this time, leaving approximately \$28,000 in contingency. These funds could be refunded to the general budget when financing for the Carma Labs is determined.

Should Common Council decide to authorize the entire design at this time, the contingency fund is not sufficient. Common Council would need to direct Staff to return with a budget amendment that allows the contingency fund, or other fund to support this expense.

Regardless of option A or B, there are other various funds that could loan for this project until funding for the tax increment financing is established. To keep a sufficient balance in contingency, Common Council could direct staff to return with a budget amendment to address this loan.

RECOMMENDATION

At the wish of the Common Council. Choose option A or B, with/without option D. OR choose option C. *(A resolution has been prepared for either option A or B)*

Engineering Department: GEM

[Choose Option (A) or Option (B)]

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC TO

- (A) *START THE DESIGN OF THE RYAN ROAD TRUNK SEWER FOR A PROFESSIONAL FEE OF \$97,000*
 - (B) *DESIGN THE RYAN ROAD INTERCEPTOR FOR A FEE OF \$150,000*
-

WHEREAS, the City of Franklin desires for all development in the City to be served with public water and sewer; and

WHEREAS, there is development being planned for the vicinity of S. 76th Street and W. Ryan Road that has no public sanitary sewer; and

WHEREAS, Foth Infrastructure and Environment, LLC has closely examined this sewer system in this area and is a well-qualified engineering firm capable of this project; and

WHEREAS, a sanitary sewer project in this vicinity needs to start before development agreements are finalized to accommodate development timelines.

(A) NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize Foth Infrastructure and Environment, LLC for Phase 1 of a professional services contract to start the design of the Ryan Road Trunk Sewer for a professional fee of \$97,000.

(B) NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize Foth Infrastructure and Environment, LLC for a professional services contract to design of the Ryan Road Trunk Sewer for a professional fee of \$150,000

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Foth Infrastructure and Environment, LLC on behalf of the City.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

Engineering Services Ryan Road Trunk Sewer Sanitary Sewer

This AGREEMENT, made and entered into this ___ day of May, 2023, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Foth Infrastructure and Environment, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 7044 South Ballpark Drive Ste 200, Franklin, Wisconsin 53132.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide engineering services for the Ryan Road Trunk Sewer with new sewer along Ryan Road from the Ryan Creek Interceptor to St. Martins Road (CTH "H"), along the east side of the Red Cap development and along S. 80th Street south of Ryan Road.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

CONTRACTOR shall provide services to CLIENT for design and construction phase engineering services as described in CONTRACTOR's proposal to CLIENT dated May 10, 2023.

- A. annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or

professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$150,000 for design fee. Construction phase services will be prepared following the design and an amendment to this agreement covering those additional costs will be provided for approval by the CLIENT. Services will be provided at the hourly billing rates based upon actual effort, subject to the terms detailed.

- A. The CLIENT may, at their option, authorize work for each phase listed in Attachment A separately due to funding constraints
- B. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- C. Total price will not exceed budget of \$150,000 for design services. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- D. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- E. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Dan Snyder 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. The CLIENT reserves the right to indefinitely pause work on the project with written notice. Resumption of any remaining work shall be at the current hourly billing rates in effect at the time the project is reauthorized. The fee in II B shall be adjusted according. Upon such project pause, 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 pausing, 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.
- C. 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.
- D. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT

VI. INSURANCE

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

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate,
B. Automobile Liability	\$1,000,000 combined single limit
C. Umbrella	\$5,000,000
D. Worker's Compensation and Employers' Liability	Statutory
E. Professional Liability- Errors & Omissions	\$2,000,000 per claim and in the aggregate

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages, including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs, caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. B Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05 To the

extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of June 1, 2023. It is the intent of the CLIENT to award a construction contract in late summer/early fall 2023.

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

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

XII. CONTROLLING TERMS AND PROVISIONS

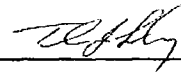
The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

BY: _____

BY:  _____

PRINT NAME: John R. Nelson

PRINT NAME: Thomas J. Ludwig

TITLE: Mayor

TITLE: State Operations Director

DATE: _____

DATE: 5/11/2023

BY: _____

BY: _____

PRINT NAME: Karen L. Kastenson

PRINT NAME: Carrie L. Voskuil

TITLE: City Clerk

TITLE: Contracts Manager

DATE: _____

DATE: _____

BY: _____

PRINT NAME: Tom Bakalarski

TITLE: Interim Controller and Treasurer

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____



"ATTACHMENT A"

Ballpark Commons Office Building
7044 S Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336 7900
foth.com

May 11, 2023

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

RE Engineering Services Proposal
Ryan Road Trunk Sewer

Dear Glen

We greatly appreciate the opportunity to provide professional engineering services for the above referenced public infrastructure improvements. It is our understanding that the city anticipates authorizing design by June 1, 2023, with construction to start in fall of 2023.

Scope

Design Engineering

Foth will provide professional design engineering services for the Ryan Road Trunk Sewer project which includes approximately 4,000 LF of 15" sanitary sewer extending west along Ryan Rd (STH 100) from the existing Ryan Creek Interceptor (RCI) to the St. Martins Road (CTH "H") intersection, approximately 1800 LF of 8" sanitary sewer in an easement along the east side of the Red Cap property, and approximately 600 LF of 8" sanitary along S 80th Street, as shown on the attached map. This proposal estimates engineering services fees through bidding and award recommendation. Construction engineering services are also proposed on an hourly basis per our standard hourly rates in effect at the time of construction. In general, design services will include

- Project Management
- Obtain relevant City/County/WDOT documents
- Confirm sanitary sewer sizing
- Identification of necessary easements, preparation of up to eight (8) descriptions and exhibits
- Title reports for up to eight (8) parcels
- Identification of possible environmentally sensitive and/or contaminated areas
- Obtain soil boring information already obtained along the route (no additional soil borings are anticipated)
- Site visits and field topographic survey
- Identify existing site conditions and as-built information

- Agency and permitting applications (MILW CO, WDNR, WDOT, MMSD)
- Coordination with Milwaukee County for 76th Street and CTH "H" and WDOT for STH "100"
- Progress meetings with City staff/weekly project status reports
- Wetland delineations Previous wetland delineations were limited to the existing right of way along STH 100
- Design and preparation of plans & specifications that will include construction, erosion control, and traffic controls and preparation of details as necessary, plan and profiles for sanitary sewer construction
- Construction access and staging plan
- Prepare engineer's estimate of probable costs
- Bidding services include submittal of advertisement for bid to trade and local publications, posting on Quest, answer prospective bidder questions, issue any addendums, attend the bid opening, analyze the bid tab, prepare a letter of recommendation and prepare contract documents

Note Special Assessments preparation, if needed, to be done by the City

Construction Engineering Services

Foth proposes to provide customary construction engineering services for the project. Since the final designs have not been determined and contractor production rates can vary greatly, we are proposing that the following services be provided on a standard hourly rate basis

- Schedule and conduct a preconstruction meeting
- Construction staking
- Monitor quality control and adherence to the project plans and specifications
- Field observation will be on site during all pipe laying and significant activities
- Log and confirm with the contractor's foreman all contract pay quantities
- Monitor and log any changed site conditions encountered during construction
- Monitor that specified erosion control and dust control operations are utilized by the contractor
- Coordinate field measurements for accurate record drawing preparation
- Record drawing preparation

Fees

We propose to provide our services on an hourly basis in accordance with the enclosed charge out schedule. We estimate the design fees to be approximately \$150,000 depending on the extent of wetland permitting and easement requirements. Fees are listed below by phase

Phase 1 \$97,000

Phase 2 \$53,000

Phase 1 includes project management/coordination, site visit/data collection, field survey, wetland delineation and preliminary design

Mr Glen Morrow P E
Engineering Services Proposal
Ryan Road Trunk Sewer/RED CAP Sewer/80th St Sewer Service

Phase 2 includes easement descriptions/title searches, agency permitting, final design, plan preparation, specification preparation, bidding phase services and opinion of probable cost preparation

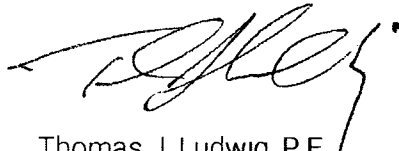
Agreement to Proceed

It is understood that the services will be provided under the City's standard contract form previously transmitted Foth will proceed with work upon contract authorization from the City

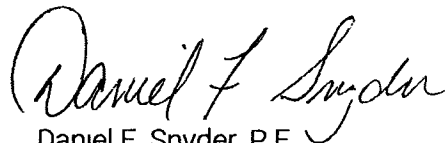
Upon approval of this proposal, Foth will prepare a separate contract for professional engineering design and construction services

Thank you again for allowing us to work with you on this important infrastructure project for the City If you have any questions regarding our proposal, please call us at 262- 939-0209 (Dan) and 414-313-3784 (Tom)

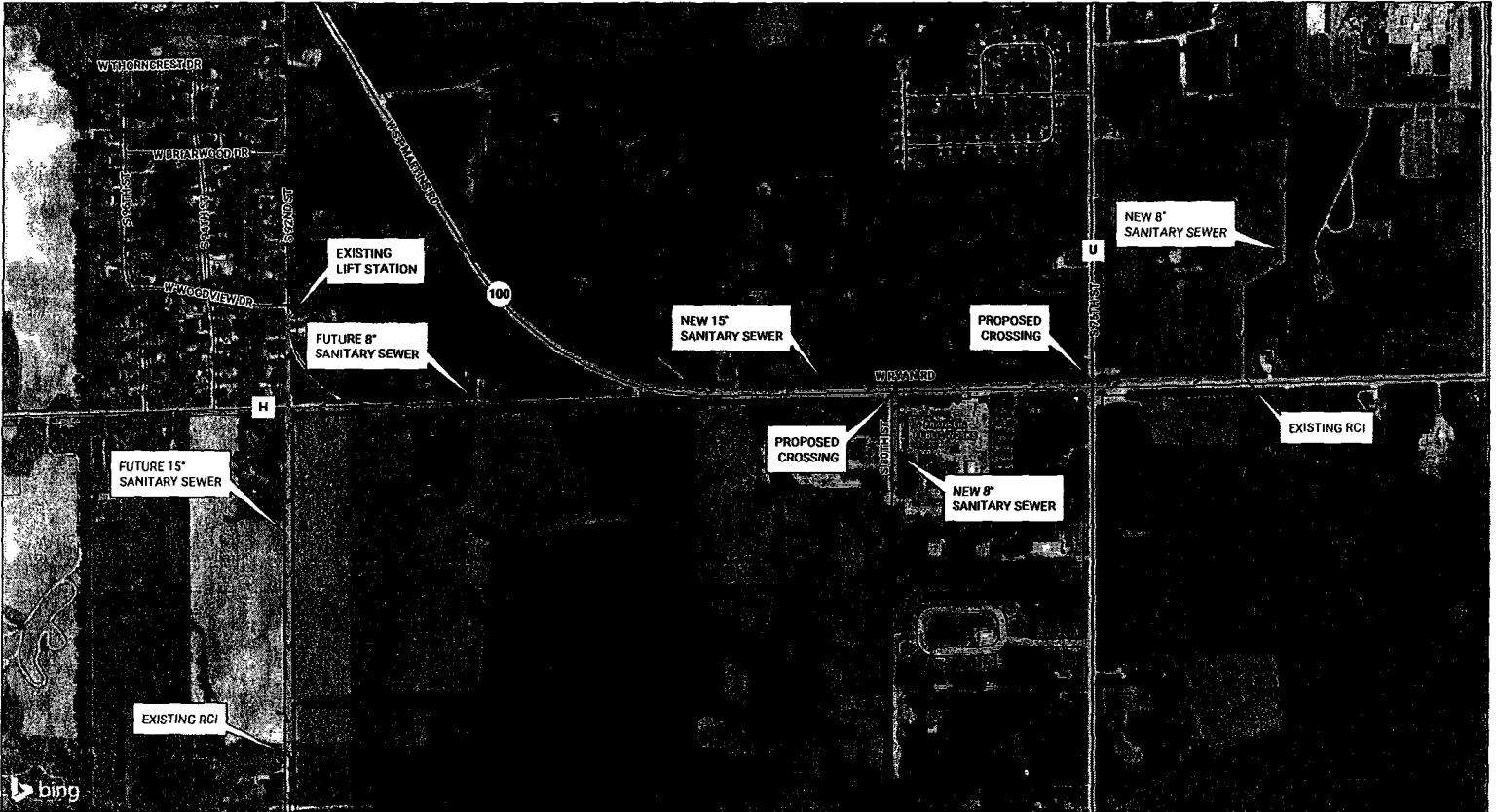
Sincerely,
Foth Infrastructure & Environment, LLC



Thomas J Ludwig, P E
Client Director



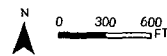
Daniel F Snyder, P E
Lead Civil Engineer/Client Manager



MAY 2023

CITY OF FRANKLIN
 RYAN ROAD TRUNK SEWER

- PROPOSED SANITARY SEWER
- > SEWER FLOW DIRECTION



FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2023 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - \$175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62


REIMBURSABLE EXPENSES

1. All equipment, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate. Field Service vehicle mileage will be reimbursed based on \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	Modification of Insurance with Proshred Security for Community Document Shredding Event	ITEM NO. All Ald. Districts 8.11.

BACKGROUND

[The item "Establish a Community Document Shredding Event on May 13, 2023 with Sericycle" was discussed at the January 17, 2023 Common Council meeting (Item G 10). Staff was directed to use the City's standard agreement form and also check other companies. There was no update at the February 7, 2023 Common Council meeting and a contract with Proshred was authorized on February 20, 2023.]

While obtaining the necessary contracts and insurance, ProShred divulged that they could not meet the requirements in the City Standard form as claimed prior to the Common Council authorization. Staff then contacted both ProShred and Stericycle with the message "Based on the fact that neither company can perform a shredding event for the City of Franklin as approved by our Common Council, please email me what each of you can provide for insurance coverage. Based on this submittal, I will bring this issue back to the common council on May 2 and have them make a final determination."

ANALYSIS

As of May 12, 2023, only Proshred responded and included their certificate of insurance.

- Note that the general/ commercial liability is \$1,000,000 per occurrence and \$2,000,000 general. The City's standard form requires \$2,000,000/\$4,000,000.
- Note that the Umbrella liability is \$5,000,000. The City's standard form requires \$10,000,000.

OPTIONS

Common Council can decide that Proshred's provided insurance is sufficient, or cancel the event reserved for September 23, 2023 from 9:00 am to 1:00 pm.

FISCAL NOTE

Per the previous discussions, it is estimated that the shredding event will cost around \$2,400 plus Staff overtime of over \$1,000. Per the direction on August 16, 2022, this work was considered in the 2023 budget for the Solid Waste Fund (19). A contract will be charged to account 19-0341-5284.

RECOMMENDATION

Authorize the modification to the agreement with Proshred with the lowered insurance limitations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur Hall Insurance 5301 Limestone Road, Suite 223 Wilmington DE 19808		CONTACT NAME Michelle Higgins PHONE (A/C, No, Ext): (302) 658-0100 FAX (A/C, No): (302) 235-2975 E-MAIL ADDRESS mhiggins@arthurhall.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A Philadelphia Indemnity Insurance Company	NAIC # 18058
		INSURER B Twin City Fire Insurance Company	29459
		INSURER C ACE American Insurance Company	22667
		INSURER D	
		INSURER E	
		INSURER F	

COVERAGES

CERTIFICATE NUMBER: 22-23 Wisconsin

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER			PHPK2407017	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000 <i>42m</i> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <i>34m</i>
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>			PHPK2407017	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB812213	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ <i>510M</i>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	39WEAD2BV0	05/01/2022	05/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber / Professional Liability			D95313309	05/01/2022	05/01/2023	Each Incident \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF FRANKLIN IS LISTED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin 9229 West Loomis Road Franklin WI 53132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE May 16, 2023</p>
<p align="center">REPORTS AND RECOMMENDATIONS</p>	<p align="center">A Resolution Approving and Authorizing the Execution of an Agricultural Lease Agreement for Farmland Use Upon City Property Bearing Tax Key Nos. 892-9999-002 (0 South 112th Street) and 937-9999-004 (0 West Oakwood Road) in Franklin, Wisconsin, and a Landowner's Statement in Relation Thereto</p>	<p align="center">ITEM NUMBER M.12.</p>

Annexed hereto is a draft Agricultural Lease Agreement, and a Landowner's Statement which is used in the State farmland programs. The draft Agricultural Lease Agreement remains in negotiation with the potential lessee at the time of this writing. The intention and purpose of the lease is set forth in the Whereas provisions of the Resolution and Agreement annexed hereto.

COUNCIL ACTION REQUESTED

A motion to Adopt A Resolution Approving and Authorizing the Execution of an Agricultural Lease Agreement for Farmland Use Upon City Property Bearing Tax Key Nos. 892-9999-002 (0 South 112th Street) and 937-9999-004 (0 West Oakwood Road) in Franklin, Wisconsin, and a Landowner's Statement in Relation Thereto.

AGRICULTURAL LEASE AGREEMENT

draft 5/12/23

This AGRICULTURAL LEASE AGREEMENT (the "Agreement") is made and entered as of the _____ day of _____, 2023, by and between The City of Franklin, a Wisconsin municipal corporation ("City"), and John T. Napientek, an adult resident of the City of Franklin, State of Wisconsin, ("Tenant").

WHEREAS, the City owns certain lands within the City of Franklin that the City acquired in the Fall of 2022 for intended public park purposes use to be developed over time; and

WHEREAS, recognizing the public park purposes use to be developed over time, and that the subject vacant property had been farmed for years pursuant to a verbal lease between the former owner of the property and the lessee performing the farmland use, the City offer to purchase in the subject property acquisition provided that such farmland use after the acquisition by the City would be subject to a written lease approved by the City; and

WHEREAS, Tenant wishes to lease approximately 60 acres of tillable land from the City on the property, which is the area of the property which has been so farmed by Tenant through the previous years.

NOW, THEREFORE, in consideration of the following conditions and covenants, and good and other valuable consideration, the receipt and sufficiency which are hereby acknowledged, City and Tenant hereby agree as follows:

1. **Lease.** For value received, and subject to the terms and conditions hereinafter set forth, City hereby leases to Tenant, and Tenant leases from City approximately 60 acres of tillable land shown generally on Exhibit A (the "Leased Premises").

2. **Term.** This Agreement shall be effective for a term of three (3) years of farmland use, commencing on _____, 2023 (the "Commencement Date") and terminating on December 31, 2025 (the "Expiration Date"), unless sooner terminated in accordance with the terms of this Agreement. Tenant covenants and agrees that upon the expiration or earlier termination of this Agreement, or portion thereof, Tenant shall deliver possession of the Leased Premises promptly to City free and clear of all debris and Tenant's personal property.

3. **Rent.** In consideration of the use and occupancy of the Leased Premises, Tenant shall pay rent to City as follows:

- approximately 60 acres tillable land @ \$100 per acre, per year (\$6,000.00 per year)

The first-year's rent and for each subsequent year shall be due and payable on or before December 15 of the subject year. Tenant shall be in default of this Agreement if any rent payment is not received by the tenth (10th) day after such payment of rent is due.

4. **Taxes.** Tenant shall have no obligation to pay any real estate taxes or special assessments levied on or against the Leased Premises during the term of this Agreement.

5. **Maintenance.** During the term of this Agreement, Tenant shall keep and maintain the Leased Premises free and clear of debris. Tenant shall not, without the prior written consent of City, which consent shall be in City's sole and absolute discretion, perform any grading, alterations, construct any structures or improvements, or conduct any other activity or operation upon the Leased Premises except for the routine work performed in the ordinary course of Tenant's agricultural operations.

During the term of this Agreement, Tenant shall, at Tenant's sole cost and expense, make all necessary repairs resulting from damage or excessive wear and tear caused to the Leased Premises by the activities or omissions of the Tenant. Tenant shall maintain drainage tiles on the property. Except for the foregoing, Tenant shall have no obligation to make repairs to or replace any major mechanical systems. Tenant shall be solely responsible for snow and ice removal around and affording access to the Leased Premises; City shall not be responsible for snow and ice removal.

6. **No Assignment or Subletting.** Tenant shall not assign this Agreement nor sublet all or any portion of the Leased Premises without the prior written consent of City, which consent shall be in City's sole and absolute discretion. Any assignment or sublease in violation of this provision shall be null and void.

7. **Insurance.** During the term of this Agreement, Tenant shall obtain and maintain commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Said insurance policy or policies of insurance shall name City as an additional insured. A copy of such policy or policies of insurance, or a certificate evidencing such coverage, shall be delivered to City upon the execution of this Agreement by Tenant.

8. **Use During the Term.** Tenant shall promptly comply with all laws and governmental regulations with respect to its use and occupancy of the Leased Premises. The City allows Tenant participation in the USDA farm program(s). The City recognizes that it receives no benefit USDA farm program(s) payment(s). The City recognizes that Tenant does not allow hunting on the Leased Premises.

Tenant shall use the tillable land exclusively for agricultural purposes provided that only contoured farming practices shall be permitted. Tenant shall be entitled to grow crops planted on the tillable land and to harvest and receive full payment for the same. Tenant shall not cut, harvest or remove any trees or shrubs on the Property without the prior written consent of City, which consent shall be in City's sole and absolute discretion. Use of herbicides, fertilizers and similar chemicals applied to plants and/or soil shall be used only in accordance with all applicable local, state and federal rules, laws, and regulations.

9. **Termination Upon Default.** Upon prior written notice from City to Tenant, if Tenant fails to comply promptly with any provision hereof City shall have the right to initiate legal action to recover possession of the Leased Premises and to recover any and all damages and

costs incurred or sustained by City, including, without limitation, any payments, charges or reimbursements due to City hereunder or payable by Tenant hereunder, for the loss of use of the Leased Premises, and for all reasonable costs incurred in obtaining possession of the Leased Premises and enforcing the terms hereof, including reasonable attorneys' fees.

10. **Indemnification.** By Tenant. Tenant agrees to release, indemnify and hold City harmless from and against any and all damages, claims, obligations, liabilities, losses, costs, or expenses of any kind or nature (including, without limitation, reasonable attorneys' fees), arising out of or in connection with: (i) Tenant's failure to perform or observe any of the terms and conditions contained in this Agreement; (ii) Tenant's use and occupancy of the Leased Premises, or any activity conducted thereon, by Tenant or any of its employees, agents, contractors, representatives, or invitees; and (iii) any work or thing whatsoever done or any condition created by or any other act or omission of Tenant, or any of its employees, agents, contractors, representatives, or invitees, in or about the Leased Premises.

The indemnification obligations of Tenant hereunder shall survive the expiration or earlier termination of this Agreement.

11. **Access.** City, its employees, agents, contractors shall have access to the Leased Premises at all times to inspect the Leased Premises to assure itself that Tenant is complying with the provisions hereof, or to undertake any repair or maintenance which it deems necessary.

12. **Time.** Time shall be of the essence with regard to each and every provision contained in this Agreement including, but not limited to, Tenant's payment of Rent.

13. **Notices.** All notices hereunder shall be given in writing and shall be considered given (i) upon receipt, if hand delivered, or (ii) upon deposit with a nationally recognized overnight commercial courier service, airbill prepaid, or with the United States Postal Service for delivery by certified mail, return receipt requested and with postage prepaid. Notices sent by courier or U. S. mail shall be addressed as follows, or to such other address as a party may provide by written notice to the other.

To City:
City of Franklin
attn. City Clerk
9229 West Loomis Road
Franklin, Wisconsin 53132

To Tenant:
John T. Napientek
10233 West Ryan Road
Franklin, Wisconsin 53132

14. **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, and venue for all disputes under this Agreement shall be the State of Wisconsin Circuit Court for Milwaukee County.

15. **Severability.** If any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.

16. **Binding Effect.** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors, heirs, and assigns.

17. **Entire Agreement; Amendment.** Agreement (including the Exhibit A attached hereto) constitutes the entire agreement between the parties hereto regarding the subject matter hereof. This Agreement may be modified or amended only by written instrument signed by both parties.

18. **Counterparts.** This Agreement and any amendment hereto may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one agreement.

City of Franklin, Wisconsin

Tenant

By: _____
John R. Nelson, Mayor

By: _____
John T. Napientek

Date: _____

Date: _____

By: _____
Karen L. Kastenson, City Clerk

Date: _____

By: _____
Thomas S. Bakalarski, Interim
Comptroller and Treasurer

Approved as to form:

Jesse A. Wesolowski, City Attorney

Date: _____

Exhibit A

Leased Premises are upon properties bearing Tax Key Nos. 892-9999-002 (0 South 112th Street) and 937-9999-004 (0 West Oakwood Road) in Franklin, Wisconsin.

Legal Description:

PARCEL A:

Lot 2 of Certified Survey Map No. 8293 recorded October 11, 2010 as Document No. 9924693, being the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 29 and the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

PARCEL B:

All of the Southwest 1/4 of Section 29, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, excepting the East 100 acres and the South 20 acres. INCLUDING those lands described in Quit Claim Deed recorded September 11, 1978 as Document No. 5249214 described as follows: That part of the Southwest 1/4, excepting the East 100 acres thereof, of Section 29, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence North 00° 32' 59" West along the West line of said 1/4 Section 878.40 feet to a point; thence North 88° 17' 35" East 990.95 feet to the point of beginning of the land to be described; thence North 00° 35' 49" West 1,762.88 feet to a point on the North line of said 1/4 Section; thence North 88° 08' 59" East along the North line of said 1/4 Section 2.40 feet to a point on the West line of the East 100 acres of said 1/4 Section, said point being 1,646.85 feet South 88° 08' 59" West of the Northeast corner of said 1/4 Section; thence South 00° 40' 30" East along the West line of the East 100 acres of said 1/4 Section 1,762.84 feet to a point; thence South 88° 17' 35" West 4.81 feet to the point of beginning.

EXCEPTING those lands described in Quit Claim Deed recorded September 11, 1978 as Document No. 5249215 described as follows: That part of the Southwest 1/4, excepting the East 100 acres thereof, of Section 29, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence North 88° 21' 54" East along the South line of said 1/4 Section 991.65 feet to the point of beginning of the land to be described; thence continuing North 88° 21' 54" East along the South line of said 1/4 Section 6.01 feet to a point on the West line of the East 100 acres of said 1/4 Section, said point being 1,646.72 feet South 88° 21' 54" West of the Southeast corner of said 1/4 Section; thence North 00° 40' 30" West along the West line of the East 100 acres of said 1/4 Section 879.61 feet to a point; thence South 88° 17' 35" West 4.81 feet to a point; thence South 00° 35' 49" East 879.63 feet to the point of beginning. Excepting therefrom the South 24.75 feet for road purposes.

Depiction of Leased Premises:



Division of Extension
University of Wisconsin-Madison

LANDOWNER'S STATEMENT

Farm # _____ Crop Year: _____

I, _____ (landowner) certify that I will rent _____ acres
of my farm located at _____

to _____ (operator) for cash for the crop year. Operator has
operational control over all of the cropland for the crop year. Landowner will receive no benefit
from the crops grown on this farm in the crop year and waives any interest in and title to
commodities grown on this land.

Landowner's signature

Date

Landowner's Address

Phone Number

Landowner's City, State, Zip

Landowner's Email

Operator's signature

Date

Operator's Phone number

Operator's Email

This form is provided by University of Wisconsin-Madison as part of its educational programming and is not intended as a substitute for legal advice. The University of Wisconsin-Madison does not provide legal advice or make any representations about the legal effect of this document. Users should consult an attorney regarding the legal effect of this document. If the parties to the lease do not have a written lease agreement, they should consider using one of the lease forms available at [http //www.mwps.org/](http://www.mwps.org/). Choose "Farm Business" and then "NCFMEC Rental Agreement Series" or "NCFMEC Lease Forms." Or, contact your University of Wisconsin-Madison Division of Extension office for information on leases

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGRICULTURAL LEASE AGREEMENT FOR FARMLAND USE UPON CITY PROPERTY BEARING TAX KEY NOS. 892-9999-002 (0 SOUTH 112TH STREET) AND 937-9999-004 (0 WEST OAKWOOD ROAD) IN FRANKLIN, WISCONSIN, AND A LANDOWNER'S STATEMENT IN RELATION THERETO

WHEREAS, the City owns certain lands within the City of Franklin that the City acquired in the Fall of 2022 for intended public park purposes use to be developed over time; and

WHEREAS, recognizing the public park purposes use to be developed over time, and that the subject vacant property had been farmed for years pursuant to a verbal lease between the former owner of the property and the lessee performing the farmland use, the City offer to purchase in the subject property acquisition provided that such farmland use after the acquisition by the City would be subject to a written lease approved by the City; and

WHEREAS, a person wishes to lease approximately 60 acres of tillable land from the City on the property, which is the area of the property which has been so farmed by the person through the previous years.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agricultural Lease Agreement between the City and John T. Napientek, in the form and content as annexed hereto, subject to minor changes approved by the City Attorney, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Interim Comptroller and Treasurer are hereby authorized to execute the Agricultural Lease Agreement, and the Mayor is hereby authorized to execute the Landowner's Statement for the property and use.

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

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

APPROVED:

John R. Nelson, Mayor

RESOLUTION NO. 2023-_____

Page 2

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	Milwaukee County Pedestrian / Bicycle Accommodations on S. 76 th Street Between W. South County Line Road and S. Creekview Court	ITEM NO. Ald. Dist. 1 8.13.

BACKGROUND

Milwaukee County Department of Transportation (MCDOT) has an upcoming project located in the City of Franklin. The reconstruction project is WH0260011, S. 76th Street (CTH U) from W. South County Line Road to S. Creekview Court. S. 76th Street (CTH U) will remain a rural cross section within the project limits with storm water conveyed through ditches and culverts. Attached is an exhibit of the project location. Currently, this section of roadway has unpaved shoulders suitable for walking, but not for bicycles.

MCDOT is asking the City if sidewalks or a multi-use path are desired to be added within the project limits. As with previous projects, the proposed sidewalk or multi-use path would be a non-participating item paid for by the City of Franklin. If the request is made, MCDOT would obtain a resolution from the City of Franklin regarding the ownership and maintenance for the proposed sidewalk or multi-use path. The cost and payment of items will be addressed later in the project with the Local Municipal Agreement.

ANALYSIS

This section of roadway would connect to a pathway portion that was installed as part of the Ryanwood Manor Subdivision. The pathway is located between a stormwater basin and Ryan Creek then connects to S. Creekview Court approximately 350 feet west of S. 76th Street. The Ryan Creek Master Plan anticipates that this path would connect easterly to an extension of the Root River Trail.

Because of the rural cross section of the road, Staff cannot forecast the cost. The cost will need to be developed as MCDOT designs the project.

Staff has noted that this path was envisioned to be “future on street” and not mentioned in the Ryan Creek Pedestrian/Bicycle Plan or in the Comprehensive Master Plan. Staff believes that a separated path would be eligible for Park Impact Fees but an on-road facility would not.

Regardless of funding, Staff recommends that on-street accommodations (paved shoulders) for this section of roadway is appropriate. On-street accommodations would allow access to the future east-west sections of the future trail system.

OPTIONS

- A. Have Staff work with MCDOT to include on-street accommodations (paved shoulders) for bicycle/pedestrians. Staff would return with a resolution showing this support to MCDOT. Staff would request that MCDOT provide an estimate for this option. Or
- B. Have Staff work with MCDOT to include off-street accommodations (separated pathway) for bicycles/pedestrians. Staff would return with a resolution showing this support to MCDOT. Staff would request that MCDOT provide an estimate for this option. Or
- C. Have Staff provide notice to MCDOT to complete their road reconstruction project without consideration for bicycles and pedestrians.

FISCAL NOTE

This project is planned for 2024 and, if appropriate, would need to be included in the 2024 budget.

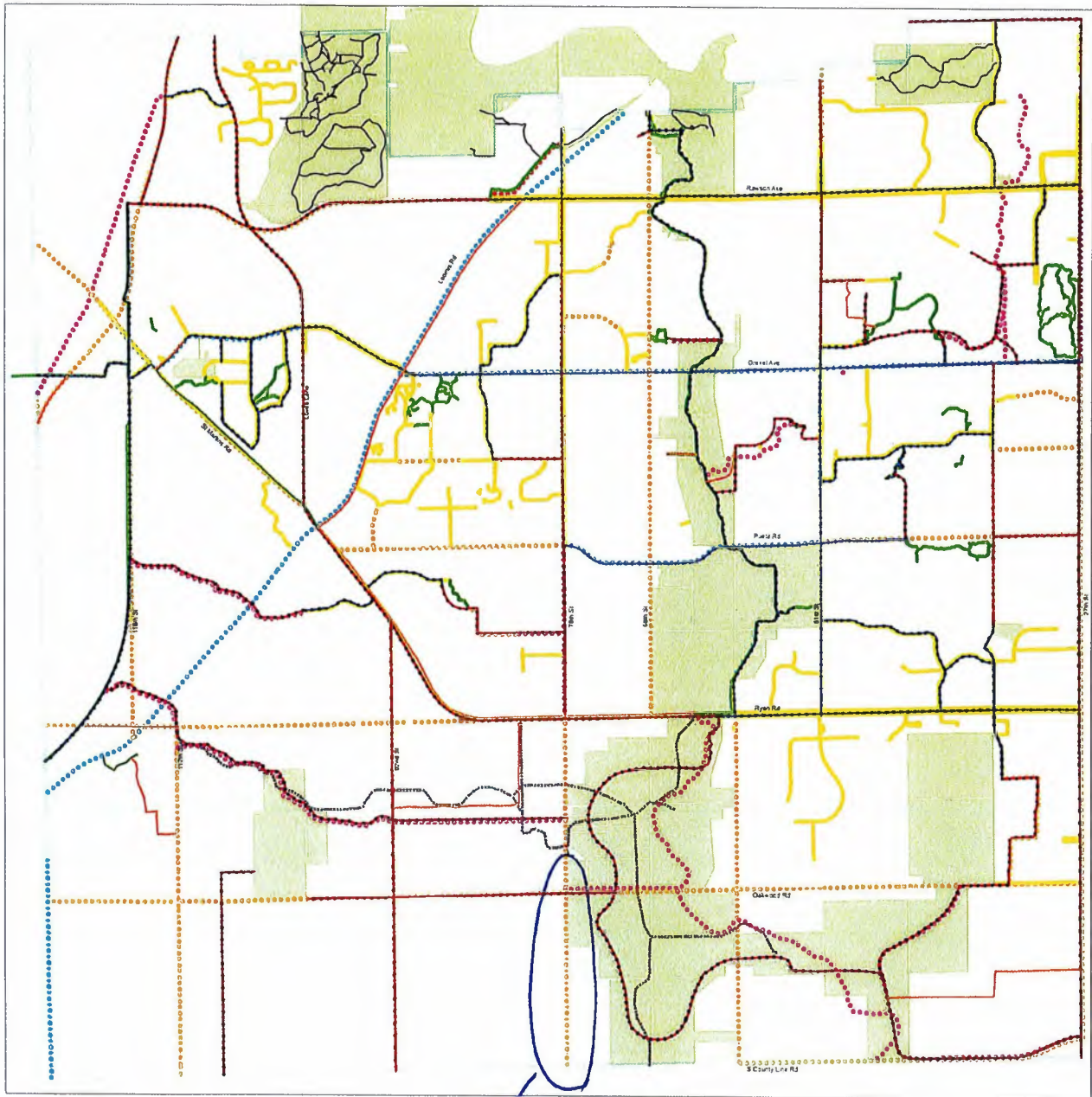
RECOMMENDATION

At the direction of the Common Council.

Engineering Department: GEM

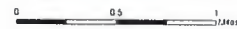
Project Location Map
Project No. WH0260011
S. 76th Street (CTH U)
County Line Road to S. Creekview Court
Milwaukee County





City of Franklin
GIS Department
9229 W. Loomis Rd.
Franklin, WI 53132
www.franklinwi.gov

City of Franklin Trail Planning 2022



Existing and Proposed

Legend

- Engineering Trail Updates**
 - Complete
 - - - Proposed
- CORP M12 1.1 Trail Type***
 - - - Red Striker
 - - - Severe
 - - - Fair
 - - - Unimproved
- CORP M12 1.1 Trail System Status***
 - Existing
 - - - Proposed
- Franklin Curbside Trails**
 - Existing
 - - - Proposed
- Safe Routes to Schools****
 - Existing
 - - - Proposed
- Ryan Creek Pedestrian/Bicycle Trail Master Plan Primary Path**
 - Existing
 - - - Proposed

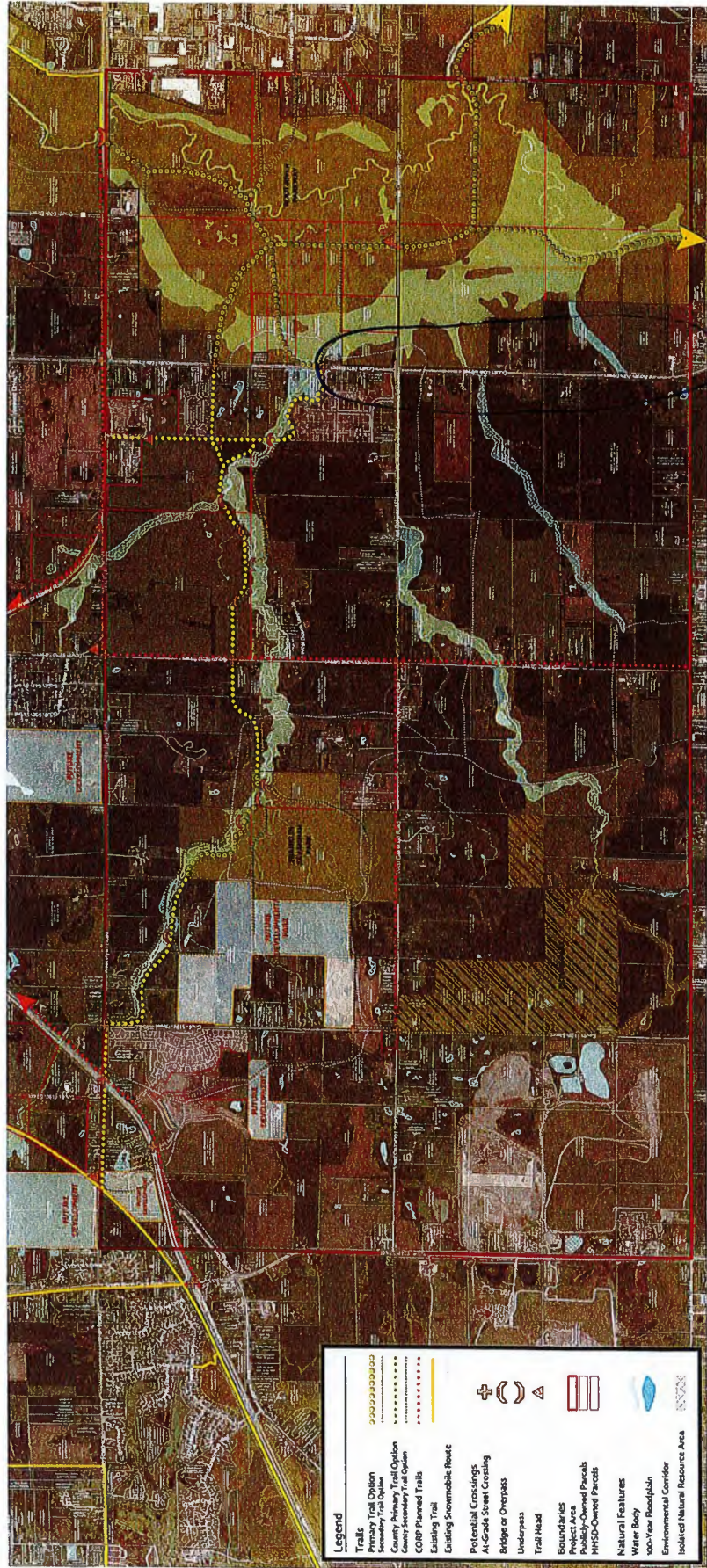
- Milwaukee County Trails in Franklin
- Milwaukee County Parks in Franklin

* Reference from the Comprehensive Outdoor Recreation Plan 2025
** Also known as Complete Street or Connectivity Network Map

TRAIL ROUTE RECOMMENDATIONS

The map below is an overview of the proposed trail alignments that include new and proposed trails, as well as any trails that were identified as part of the adopted CORP plan. Specific sites were chosen for the trails based on property ownership information, natural features, existing plans, and future development. The subsequent pages break down quadrants of the study area and further describe the trail alignments.

It should be stated that these trail locations are only recommendations based on all the information the planning team had access to. Further analysis and exploration will be needed as the trail projects progress. Site visits, topographical surveys, ecological exploration, and further land ownership studies will need to be conducted to ensure the constructibility of the proposed trail routes.



<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JK</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">5/16/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #934-0109-000</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">B.14. Ald. Dist. 1</p>

BACKGROUND

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. New construction checks take place around January 1st to note percentage completion, doesn't appear prior assessor did new construction completion checks. At time of Assessors field visit, home appeared 100% completed. This resulted in an incorrect charged for the 2022 tax year. Therefore, the taxes that were overcharged need to be rescinded and refunded.

ANALYSIS

Below are the details and reason that this property is being presented for partial rescission and refund. In addition, the specific condition as outlined by State Statutes is included:

Parcel #934-0109-000 / Kaushik Kourkanti & Sirisha Gudlawar / 7877 Oakwood Way W - \$8,977.01 – (State Statute 74.33 (b) – The assessment included real property improvements that did not exist on the assessment date.) –The Assessor reviewed property notes from prior assessor which didn't note new construction checks normally done at the beginning of the year. At time of field visit, property appeared 100% completed and value accordingly. Given the property owner did contact the assessor at the points of time during the assessment cycle (OB or BOR) the full value was placed in the roll book. Therefore, the City's records were not correct. The correction has been made and will be presented to the Board of Review for the 2023 Assessment/Tax Year.

FISCAL IMPACT

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$2,242.78. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$6,734.23.

RECOMMENDATION

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2022-____, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #934-0109-000; and direct staff to file the chargeback request with the DOR and seek compensation from the other taxing authorities.

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #934-0109-000

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (b), which states that the assessment included real property improvements that did not exist on the assessment date, and a partial rescission and refund of the 2022 tax due is appropriate:

KAUSHIK KOURKANTI &
SIRISHA GUDLAWAR
7787 Oakwood Way W
Franklin, WI 53132
(Parcel #934-0023-000) \$8,977.01

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the sum of \$8,977.01 for 2022; and

BE IT FURTHER RESOLVED, that the proper City Officials are authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

Funds for this purpose are appropriated from: Account Number 01-0198-5543, Refunded Property Taxes

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

Resolution introduced and adoption moved by Alderperson _____. Motion for adoption seconded by Alderperson _____.

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>H</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;">5/16/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #944-9997-000</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">2.15, Ald. Dist. 1</p>

BACKGROUND

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There was a computation error in assigning value to the parcel in 2022 during a revaluation resulting in an incorrect value. Therefore, the taxes that were overcharged need to be rescinded and refunded.

ANALYSIS

Below are the details and reason that this property is being presented for partial rescission and refund. In addition, the specific condition as outlined by State Statutes is included:

Parcel #944-9997-000/ Franklin Meats LLC / 10578 92nd St S - \$13,855.21 – (*State Statute 74.33 (f) – An arithmetic, transpositional or similar error has occurred*) – This property has 3 dwellings on the same parcel. During the application of market increases, an increase was applied on each dwelling instead of an increase to the overall parcel which resulted in an error of value. Given the property owner did not contact the assessor at the points of time during the assessment cycle (OB or BOR) the full value was placed in the roll book. Therefore, the City’s records were not correct. The correction has been made and will be presented to the Board of Review for the 2023 Assessment/Tax Year.

FISCAL IMPACT

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$3,453.00. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$10,402.21.

RECOMMENDATION

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2023-____, A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #944-9997-000; and direct staff to file the chargeback request with the DOR and seek compensation from the other taxing authorities.

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #944-9997-000

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (f), which states an arithmetic, transpositional or similar error has occurred in the computation of the tax, and a partial rescission and refund of the 2022 tax due is appropriate:

FRANKLIN MEATS LLC
10578 92nd St S
Franklin, WI 53132
(Parcel #944-9997-000) \$13,855.21

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the sum of \$13,855.21 for 2022; and

BE IT FURTHER RESOLVED, that the proper City Officials are authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

Funds for this purpose are appropriated from: Account Number 01-0198-5543, Refunded Property Taxes

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

Resolution introduced and adoption moved by Alderperson _____. Motion for adoption seconded by Alderperson _____.

APPROVED:

John R Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	Guidance to the Parks Commission concerning the development of An Ordinance to add Municipal Code Section 183-48 D to Prohibit Use of City Park Pavilions Without Proper Authorization	ITEM NO. All Ald. Districts D. 16.

BACKGROUND

The City of Franklin has six park pavilions that are rented to the general public. The rentable park pavilions include Franklin Woods Nature Center, Ken Windl, Lions Legend, Pleasant View, Market Square, and Vernon Barg. The rental fees are intended to cover the cost of cleaning and other expenses related to owning and maintaining the facilities. Increasingly, the public is opting to no rent the shelters but nonetheless use the open shelters (Franklin Woods, Lions Legend, Market Square, Vernon Barg, and sometimes Pleasant View) at times when no one else has rented the facilities. These non-rented use occasions from unknown persons sometimes requires as much or more effort to clean the facilities. These unreserved uses do not have to acknowledge the rules at each pavilion and any damages or excessive cleaning efforts are not recoverable from security deposits.

The Clerk’s office reports that it is common for callers to identify dates/times when shelters are not rented and it appears obvious that the intent is to bypass rental fees and deposits. Staff routinely finds damages and messes after non-reserved parties and there is no way to charge damages or keep deposits. Some recent issues and damages reported by Staff just this spring include:

- Streamers, ribbons and other decorations attached to roof trusses and left there.
- Birthday cake frosting smeared on tables, floors, and brought into the restrooms and made a mess there too.
- Piñata broken open with candy and confetti.
- Branches on small trees nearby broken from kids trying to climb them but branches too small to handle weight.

ANALYSIS

The Franklin Parks Commission has discussed this issue and recommends that unauthorized use of the park pavilions be prohibited in the Franklin Municipal Code. Once adopted, the Parks Commission would modify the rules and regulations governing the use and activities in the City parks accordingly.

One option proposed by Staff would be to post signage in the following open-air pavilions: Franklin Woods, Lions Legend, Market Square, Vernon Barg, and sometimes Pleasant View. The pavilions of Ken Windl and sometimes Pleasant View are closed except when rented. The signage would state “NOTICE: PLEASE CONTACT THE CITY CLERK’S OFFICE AT (414) 425-7500 TO MAKE RESERVATIONS. USE OF THIS PAVILION WITHOUT RESERVATION IS PROHIBITED PER FRANKLIN MUNICIPAL CODE 183-48 D. FINES OUTLINED IN SECTION 1-19 MAY BE IMPOSED FOR EACH VIOLATION. VIOLATIONS MAY BE REPORTED TO THE FRANKLIN POLICE DEPARTMENT NON-EMERGENCY AT (414) 425-2522”

The Municipal Code Section 183-48 Regulations governing parks would have paragraph D added as follows: **The City Parks Commission may set rules and procedures for the authorized use of all park facilities. Use of pavilions without proper authorization are prohibited.**

The Parks Commission did discuss the number of persons that may use a pavilion without being an issue. It was noted that any number of patrons could cause messes and damages. The primary purpose of this ordinance is to address the problem issues. As with all municipal codes, the Franklin Police Department has discretion on the enforcement of the rules. It is not intended to cite someone from sitting in the shade or using a restroom, but citations are an option should the condition warrant for any and all issues associated with unauthorized use of the pavilions.

OPTIONS

N/A

FISCAL NOTE


Although not the purpose of this ordinance, this ordinance will likely increase revenue from park pavilion rentals that are deposited in fund _____ and likewise will allow Staff to recuperate expenses for excessive cleaning and damages currently caused from unauthorized pavilion use.

COUNCIL ACTION REQUESTED

The Parks Commission is asking the Common Council for guidance on this issue.

1. Does the Common Council support any restricted use of pavilions? If so,
 - a. What is the size of party that should be restricted? (all parties, parties of 4, parties of 8, etc.)
2. Other comments or direction for consideration at the Parks Commission.

Engineering: GEM

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">5/16/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #934-0023-000</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">D. 17. Ald. Dist. 1</p>

BACKGROUND

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. New construction checks take place around January 1st to note percentage completion of new dwellings; the note from the prior assessor indicated new dwelling. Due to that note, Accurate measured and listed the house as 100% completed. This miscommunication from prior assessor resulted in an incorrect tax charged for the 2022 tax year. Therefore, the taxes that were overcharged need to be rescinded and refunded.

ANALYSIS

Below are the details and reason that this property is being presented for partial rescission and refund. In addition, the specific condition as outlined by State Statutes is included:

Parcel #934-0023-000 / Vasa Yeshwanth / 10068 Woodside Ct S - \$1,083.42- (*State Statute 74.33 (b) – The assessment included real property improvements that did not exist on the assessment date.*) –The Assessor reviewed the notes and saw the prior assessor notes from 1/20 & 1/22 indicated new dwelling 100% which triggered to Accurate to measure and list new single family dwelling and value accordingly. Given the property owner did not contact the assessor at the points of time during the assessment cycle (OB or BOR) the full value was placed in the roll book. Therefore, the City’s records were not correct. The correction has been made and will be presented to the Board of Review for the 2023 Assessment/Tax Year.

FISCAL IMPACT

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$271.08. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$812.34.

RECOMMENDATION

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2023-____, A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #934-0023-000; and direct staff to file the chargeback request with the DOR and seek compensation from the other taxing authorities.

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #934-0023-000

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (b), which states that the assessment included real property improvements that did not exist on the assessment date, and a partial rescission and refund of the 2022 tax due is appropriate:

VASA YESHWANTH
10068 Woodside Ct S
Franklin, WI 53132
(Parcel #934-0023-000) \$1,083.42

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the sum of \$1,083.42 for 2022; and

BE IT FURTHER RESOLVED, that the proper City Officials are authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

Funds for this purpose are appropriated from: Account Number 01-0198-5543, Refunded Property Taxes

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

Resolution introduced and adoption moved by Alderperson _____. Motion for adoption seconded by Alderperson _____.

APPROVED:

John R Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	A Resolution for Acceptance of Easements for Sanitary Sewer and Water Main at 10020 S. 124th Street, TKN 939-9995-001	ITEM NO. Ald. Dist. #6 2.18.

BACKGROUND

Pursuant to the RISE Commercial District development (TKN 891-9014-000) and Copart development (TKN 939-9995-001), easements are necessary for future ability to construct, maintain and operate sanitary sewer and water main facilities to the south. It is necessary to accept the sanitary sewer and water main easements on property located at 10020 S. 124th Street (TKN 939-9995-001). These easements were not feasible on the RISE Commercial District site and the developer of RISE Commercial District worked with Copart to locate these easements on the Copart property at 10020 S. 124th Street, adjacent to the RISE Commercial District site.

ANALYSIS

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

FISCAL NOTE

No fiscal impact to the City, only easements are being accepted at this time.

RECOMMENDATION

Motion to adopt Resolution No. 2023 - _____, a resolution for acceptance of easements for sanitary sewer and water main at 10020 S. 124th Street, TKN 939-9995-001.

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION FOR ACCEPTANCE OF EASEMENTS FOR
SANITARY SEWER AND WATER MAIN AT
10020 S. 124TH STREET, TKN 939-9995-001

WHEREAS, easements are necessary for future ability to construct, maintain and operate sanitary sewer and water main facilities on property located at 10020 S. 124th Street, TKN 939-9995-001; and

WHEREAS, it is necessary to accept the sewer and water main easements on said property.

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

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said 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 _____

SANITARY SEWER EASEMENT

Copart of Connecticut, Inc.
10020 S. 124th Street
Tax Key: 939 9995 001

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 Copart of Connecticut, Inc. , a Foreign Business Corporation, 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 particularly 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, 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 Northeast quarter (1/4) of the Southwest quarter (1/4) of Section Thirty (30) 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 with 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 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. 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: April 13, 2023.

No seal

Company Name: City of Franklin
By: [Signature]
Name and Title

STATE OF Texas
COUNTY OF Dallas SS

Before me personally appeared on the 13th day of April, 2023, the above named Stephen T. Powers, _____ of _____
(Name printed) (Title) (Development)

to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation



Notary Public: [Signature]
My commission expires 3/25/2026

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this _____ day of _____, 20__ before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of 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, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20___, as Document No. _____, hereby consents to the execution of the foregoing 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.

a Wisconsin Banking Corporation
By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
 ^{ss}
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20___, before me, the undersigned, personally appeared _____, the _____ (title) of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____
Notary Public _____
State of _____
County of _____
My commission: _____

This instrument was drafted by the City of Franklin.

Approved as to contents
Date: _____

City Engineer

Approved as to form only
Date: _____

City Attorney

Exhibit "A"
(Description of the Property)

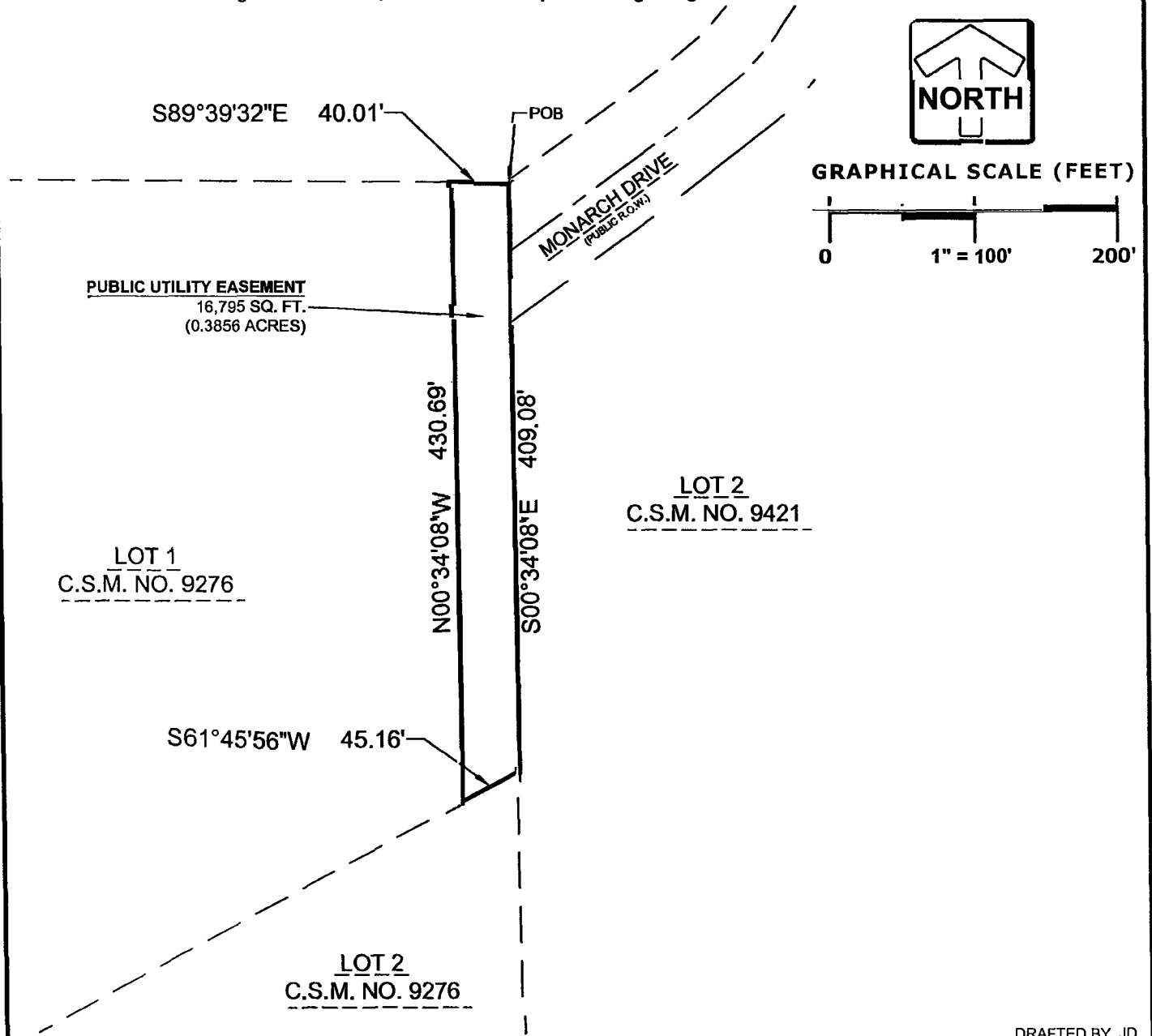
That part of Lot 1 of Certified Survey Map No. 9276, as recorded in the Register of Deeds for Milwaukee County as Document No. 11048382 in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 5, North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Exhibit "B"
(Depiction of the Facilities)

LEGAL DESCRIPTION:

That part of Lot 1 of Certified Survey Map No. 9276, as recorded in the Register of Deeds for Milwaukee County as Document No. 11048382 in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 5, North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Beginning at the Northeast corner of said Lot 1; thence South 00°34'08" East along the east line of said Lot 1, 409.08 feet to the Southeast corner of said Lot 1; thence South 61°45'56" West along the south line of said Lot 1, 45.16 feet; thence North 00°34'08" West, 430.69 feet to the north line of said Lot 1; thence South 89°39'32" East along said north line, 40.01 feet to the point of beginning.



DRAFTED BY JD

Exhibit "C"
(Description of Easement Area)

That part of Lot 1 of Certified Survey Map No. 9276, as recorded in the Register of Deeds for Milwaukee County as Document No. 11048382 in the Northeast ¼ of the Southwest 1/4 of Section 30, Township 5, North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Beginning at the Northeast corner of said Lot 1; thence South 00°34'08" East along the east line of said Lot 1, 409.08 feet to the Southeast corner of said Lot 1, thence South 61°45'56" West along the south line of said Lot 1, 45.16 feet; thence North 00°34'08" West, 430.69 feet to the north line of said Lot 1; thence South 89°39'32" East along said north line, 40.01 feet to the point of beginning.

WATER MAIN EASEMENT

Copart of Connecticut, Inc.
10020 S. 124th Street
Tax Key: 939 9995 001

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Copart of Connecticut, Inc. , a Foreign Business Corporation, 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 Northeast quarter (1/4) of the Southwest quarter (1/4) of Section Thirty (30), 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 which 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 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 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: 4/13/23

Co-part of Connecticut No Seal
Company Name

Company Name Printed _____

By: [Signature]
Name and Title

Stephen Powers, Treasurer
Name & Title Printed /

STATE OF Texas _____ SS

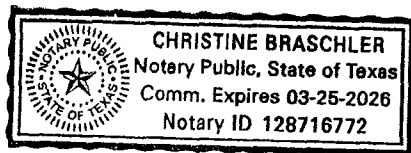
COUNTY OF Dallas _____

Before me personally appeared on the 13th day of April, 2023, the above
named STEPHEN T. POWERS, _____ of _____
(Name printed) (Title) (Development)

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as
the voluntary act and deed of said corporation

[Signature]
Notary Public

My commission expires 3/25/2026



CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this _____ day of _____, 20__ before me personally appeared Stephen R. Olson and
Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City
Clerk of 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, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20____, as Document No. _____ 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.

a Wisconsin Banking Corporation

Name of Wisconsin Banking Corporation typed or printed

By: _____

Print Name & Title

STATE OF WISCONSIN)
 s.s.
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public

State of _____

County of _____

My commission expires on: _____

This instrument was drafted by the City of Franklin.

Approved as to contents
Date: _____

Glen Morrow, Manager of Franklin Municipal Water Utility

Approved as to form only
Date: _____

Jesse Wesolowski, City Attorney

Exhibit "A"
(Description of the Property)

That part of Lot 1 of Certified Survey Map No. 9276, as recorded in the Register of Deeds for Milwaukee County as Document No. 11048382 in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 5, North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

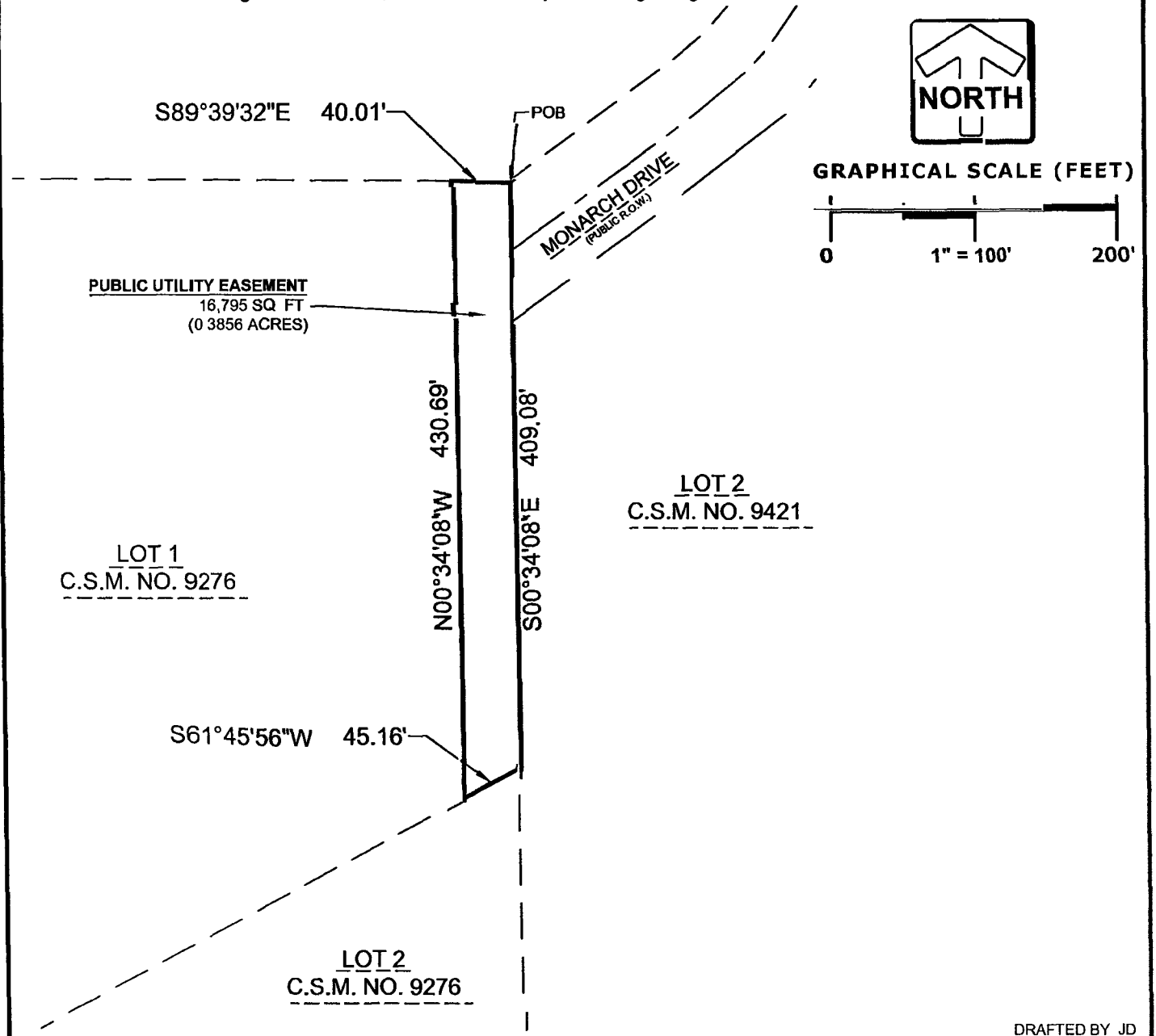
Exhibit "B"

(Depiction of the Facilities)

LEGAL DESCRIPTION:

That part of Lot 1 of Certified Survey Map No. 9276, as recorded in the Register of Deeds for Milwaukee County as Document No. 11048382 in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 5, North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Beginning at the Northeast corner of said Lot 1; thence South 00°34'08" East along the east line of said Lot 1, 409.08 feet to the Southeast corner of said Lot 1; thence South 61°45'56" West along the south line of said Lot 1, 45.16 feet; thence North 00°34'08" West, 430.69 feet to the north line of said Lot 1; thence South 89°39'32" East along said north line, 40.01 feet to the point of beginning.



DRAFTED BY JD

Exhibit "C"
(Description of Easement Area)

That part of Lot 1 of Certified Survey Map No. 9276, as recorded in the Register of Deeds for Milwaukee County as Document No. 11048382 in the Northeast ¼ of the Southwest 1/4 of Section 30, Township 5, North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Beginning at the Northeast corner of said Lot 1; thence South 00°34'08" East along the east line of said Lot 1, 409.08 feet to the Southeast corner of said Lot 1, thence South 61°45'56" West along the south line of said Lot 1, 45.16 feet; thence North 00°34'08" West, 430.69 feet to the north line of said Lot 1; thence South 89°39'32" East along said north line, 40.01 feet to the point of beginning.

<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;">May 16, 2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution to Rescind Resolution No. 2023-7982, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #754-9008-000, and Approving a Partial Property Tax Rescission and Refund for Parcel #754-9011-000</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">Ald. Dist. 2 <i>5.19.</i></p>

Resolution No. 2023-7982 as entitled above was adopted by the Common Council at its meeting on May 2, 2023, and it contained an incorrect parcel # (tax key no.) and address, so the proposed Resolution shall rescind Resolution No. 2023-7982 and provide for the partial property tax rescission and refund for the correct parcel: 7115 Ballpark Drive South, Franklin, Wisconsin 53132 (Parcel #754-9011-000), owned by Velo Village Apartments LLC, which also owns the property described in Resolution No. 2023-7982.

BACKGROUND

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. The necessary notice of change in value was not completed after the value was adjusted; therefore, a change in value back to the value on the original notice will take place. This resulted in an incorrect tax charged for the 2022 tax year. Therefore, the taxes that were overcharged need to be rescinded and refunded.

ANALYSIS

Below are the details and reason that this property is being presented for partial rescission and refund. In addition, the specific condition as outlined by State Statutes is included:

Parcel #754-9011-000 / Velo Village Apartments LLC / 7115 Ballpark Drive South - \$15,974.00- *(State Statute 74.33 (a) – A clerical error has been made in the description of the property or in the computation of the tax–This has been verified by the Assessor, the correction has been made and will be presented to the Board of Review for the 2023 Assessment/Tax Year.*

FISCAL IMPACT

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$15,974.00. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares.

RECOMMENDATION

Staff recommends that Council authorize this resolution to rescind Resolution No. 2023-7982 and to partially rescind and refund the above noted taxes as outlined.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2023-____, A Resolution to Rescind Resolution No. 2023-7982, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #754-9008-000, and Approving a Partial Property Tax Rescission and Refund for Parcel #754-9011-000; and direct staff to file the chargeback request with the DOR and seek compensation from the other taxing authorities.

RESOLUTION NO. 2023-_____

A RESOLUTION TO RESCIND RESOLUTION NO. 2023-7982, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #754-9008-000, AND APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #754-9011-000

WHEREAS, Resolution No. 2023-7982 as entitled above was adopted by the Common Council at its meeting on May 2, 2023, and it contained an incorrect parcel # (tax key no.) and address, so this Resolution shall rescind Resolution No. 2023-7982 and provide for the partial property tax rescission and refund for the correct parcel; and

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (a), which states that a clerical error has been made in the description of the property or in the computation of the tax, and a partial rescission and refund of the 2022 tax due is appropriate:

VELO VILLAGE APARTMENTS LLC	
7115 Ballpark Drive South	
Franklin, Wisconsin 53132	
(Parcel #754-9011-000)	\$15,974.00

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that Resolution No. 2023-7982, be and the same is hereby rescinded.

BE IT FURTHER RESOLVED, for the 7115 Ballpark Drive South Franklin, Wisconsin 53132 (Parcel #754-9011-000) property, that the proper City Officials are hereby authorized and directed to rescind and refund the sum of \$15,974.00 for 2022; and

BE IT FURTHER RESOLVED, that the proper City Officials are authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

Funds for this purpose are appropriated from: Account Number 01-0198-5543, Refunded Property Taxes

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

Resolution introduced and adoption moved by Alderperson _____.
Motion for adoption seconded by Alderperson _____.

RESOLUTION NO. 2023-_____

Page 2

APPROVED:

ATTEST:

John R. Nelson, Mayor

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	<p align="center">A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Subdivider of Pleasant View Reserve Subdivision Phase II-B, Located at W. Marquette Avenue and S. 50th Court</p>	ITEM NO. Ald. Dist. #3 D. 20.

BACKGROUND

Pursuant to the approval of the Pleasant View Reserve subdivision, it is necessary to enter into a subdivision development agreement (SDA) for Phase II-B, at an estimated cost of unfinished improvements to the developer of \$782,934.00.

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

The developer is VH PVR LLC.

ANALYSIS

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

The Phase II-B SDA includes public improvements to S. 50th Court, south of W. Marquette Avenue.

Note that the Phase I SDA (Resolution 2021-7764) is still in effect and includes W. Marquette Avenue from S. 51st Street to S. 49th Street and S. 50th Street north of W. Marquette Avenue. Phase I also includes remaining surety for the pedestrian/bicycle path connecting S. 49th Court and Pleasant View Park that is planned to be paved later this year. The Phase II-A SDA (Resolution 2023-7933) is also still in effect and includes S. 49th Court and W. Marquette Avenue from S. 49th Court east to the connection near Pleasant View Elementary School.

OPTIONS

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

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

FISCAL NOTE

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

RECOMMENDATION

Motion to adopt Resolution No. 2023-_____ a resolution authorizing certain officials to execute a subdivision development agreement with the subdivider of Pleasant View Reserve subdivision Phase II-B, located at W. Marquette Avenue and S. 50th Court.

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
SUBDIVISION DEVELOPMENT AGREEMENT WITH THE SUBDIVIDER OF
PLEASANT VIEW RESERVE SUBDIVISION PHASE II-B, LOCATED AT W.
MARQUETTE AVENUE AND S. 50TH COURT

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the
City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute
the Subdivision Development Agreement on behalf of the City with the developer of the
subdivision.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the
Subdivision Development Agreement with the Register of Deeds for Milwaukee County.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

**PLEASANT VIEW RESERVE
PHASE II-B**

May 2023

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

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this ____ day of _____ 20 ____, by and between VH PVR LLC, a limited liability company, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes and Division 15-9.033 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time; and

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

WHEREAS, the City believes that the orderly planned development of the Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in and as may be required for the Subdivision, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Subdivision is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Subdivider shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Subdivider shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the

State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) seven hundred eighty-two thousand nine hundred thirty-four and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of \$782,934.00, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that

all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Electric and Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.
 - (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's

obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.

9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the

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

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

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

(b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and

the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236.13(2)(a), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Subdivider remains liable hereunder. This Agreement shall run with the land.

[The remainder of this page is intentionally left blank. Signatures are on the following pages.]

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

SEALED IN PRESENCE OF: VH PVR LLC

By: Forgewell Building Group, LLC, Its Sole Member

By: 

Name: Chris Ehlers

Title: Authorized Signatory

Party of the First Part

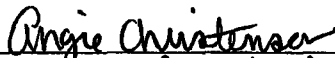
STATE OF WISCONSIN)

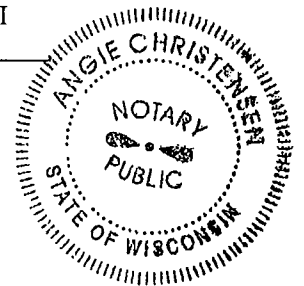
)ss.

Dane COUNTY)

Personally came before me this 12 (day) of May, 20 23, the above named Chris Ehlers of VH PVR LLC and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company by its authority.

This instrument was acknowledged before me on ^{or} May 12, 2023 (date) by Chris Ehlers as Authorized Signatory of VH PVR LLC.


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



CITY OF FRANKLIN

By: _____

Name: John R. Nelson

Title: Mayor

COUNTERSIGNED:

By: _____

Name: Karen L. Kastenson

Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN)
)ss
_____ 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 Resolution No. _____, adopted by its Common Council on the _____ day of _____, 20____.

Notary Public, Milwaukee County, WI
Name Printed: _____
My commission expires: _____

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

Form approved:

Jesse A. Wesolowski, City Attorney

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

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

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

**LEGAL DESCRIPTION
OF SUBDIVISION**

Lots 41-53 and Outlot 2 in Pleasant View Reserve, part of Lot 2 of Certified Survey Map 9283 and part of the SW $\frac{1}{4}$, and part of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, all being a part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, Township 5 north, range 21 east in the City of Franklin, Milwaukee County, Wisconsin.

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

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

Description of improvements required to be installed to develop the Pleasant View Reserve Subdivision.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Subdivision.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

- 1. Grading of all lots and blocks within the Subdivision in conformance with the approved grading plan. *S
- 2. Grading of the streets within the Subdivision in accordance with the established street grades and the City approved street cross-section and specifications. *S
- 3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
- 4. Sanitary sewer main and appurtenances in the streets and/or easement in the Subdivision, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Subdivision and drainage area. *S
- 5. Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. *S
- 6. Water main and fittings in the streets and/or easement in the Subdivision, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area. *S

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

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

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

- A. The Subdivider shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Subdivision as proposed shall be recorded.

II. LOT SIZE AND UNIT SIZE

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

III. WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Subdivision shall be served by a water main.
 - 2. The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer.
 - 3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.
 - 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

- 1 All construction shall be in accordance with the specifications of the City.
2. Inspection of the work shall be at the Subdivider's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

Sanitary sewerage service through and within the Subdivision shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Subdivision shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
3. a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Subdivision as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.

b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Subdivision as described in Section IV. B. 3.(a) above, the City is hereby granted the right to install said extensions within the Subdivision at the expense of the Subdivider. All costs for installing sewer systems outside of the boundaries of the Subdivision shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis. Stat. § 66.0701 Special assessments by local ordinance, and §207.15. Special assessments, of the Municipal Code.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Subdivision shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, inlets, leads, open swales, retention basins and other management facilities as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Subdivider's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The aesthetic design of said structures shall be approved by the Architectural Board.
3. The structural design of said structures shall be done by a licensed Engineer or Architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer
2. However, if the Subdivider of the Subdivision will, in the opinion of the City Engineer, cause water problems downstream from the Subdivision which will reasonably require special consideration, the Subdivider shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

VI. STREETS

A. Location

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

B. Names

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

C. Construction

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

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

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

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

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

D. Snow Removal and Ice Control

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

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

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:
 - a) Storm sewer or open channel, unless otherwise agreed upon by the Subdivider and the City.
 - b) Side slopes no steeper than 4:1.
 - c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
2. Pedestrian
 - a) The pedestrian walks shall be concrete or asphalt as required by city Engineer and shall be ten (10) feet wide.
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. **Building Permits**

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

B. **Occupancy Permits**

1. **No temporary occupancy permits shall be issued until:**
 - a) **Streets have been paved except for the final lift of asphalt**
 - b) **The gas, telephone and electrical services have been installed and are in operation.**
 - c) **The water system is installed, tested and approved.**
 - d) **The site is stabilized and all drainage facilities have been re-certified.**

IX. DEED RESTRICTIONS

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

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Subdivision improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Subdivider or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Subdivider. Evidence of cost shall be in such detail and form as required by the City Engineer.

- B. For the services of testing labs, consulting engineers and other personnel, the Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

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

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Subdivider agrees that it shall pay to the City of Franklin for ___0(zero) public street light fixtures and poles as provided by WE-Energies. The LED fixtures shall be oval- high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted.
2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8 0204A. through F. of the Unified Development Ordinance.
3. The Subdivider shall cause all grading, excavations, open cuts, sideslopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
4. The Subdivider agrees to pay the City for street trees planted by the City on W Marquette Ave. and S 50th Court at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation

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

9. The Subdivider shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
10. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
11. The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association.
12. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
13. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.
14. Construction Requirements:
 - a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from W Marquette Ave.

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

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets: Construction	CITY OF FRANKLIN
Materials Asphalt	CITY OF FRANKLIN
Aggregate	CITY OF FRANKLIN
Concrete	CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	A Resolution to Award the 2023 Local Street Preventative Maintenance Program and Contract to Fahrner Asphalt Sealers, LLC, in the Amount of \$112,048.08	ITEM NO. City-wide <i>H. 21.</i>

BACKGROUND

On January 17, 2023, Common Council authorized Staff to advertise and bid the 2023 Local Street Preventative Maintenance Program (LSPM).

Portions of the following roads were included in the 2023 LSPM advertisement (map included in the packet):

Base Bid	S. 112 th Street (CTH H to W. Oakwood Rd.) Rawson Homes (S. 35 th St., S. 36 th St., S. 37 th St., W. Missouri Ave., W. Madison Blvd., W. Marquette Ave.)
Alternate No. 1	Security Acres (S. 81 st St., S. 79 th St., S. 77 th St., W. Elm Ct., S. 83 rd St.)
Alternate No. 2	W. Elm Ct. (STH 100 to S. 83 rd St.)
Alternate No. 3	S. 68 th St. (W. Park View Ct. to STH 36, W. Lindner Dr. to CTH BB)
Alternate No. 4	Southwood East (W. Southwood Dr., W. Thorncrest Dr., W. Hilltop Ln.)
Alternate No. 5	Hale Park Highlands (W. Shields Dr., W. James Ave., S. 121 st St.) W. Rawson Ave. (S. 122 nd St., S. North Cape Rd.)
Alternate No. 6	W. Tumblecreek Dr. (S. 51 st St. to S. Tumblecreek Dr.)
Alternate No. 7	W. Puetz Ave. (W. Yorkshire Cir. to S. 27 th St.)

The program includes rejuvenating seal coat, crack sealing and mastic, and pavement marking. A rejuvenating seal coat is a spray on pavement preservation treatment applied to an existing asphalt pavement surface to preserve its functional and structural integrity. It will help to delay pavement degradation and more costly rehabilitation treatments. The spray on application is a thin coating of rejuvenating emulsion on the existing pavement which typically has fast cure times ranging from one to eight hours depending on the weather conditions. This will be similar to the seal coating that was performed on S. 92nd Street, W. South County Line Road, and S. 58th Street in 2022. The program is anticipated to begin in June with completion in late August.

ANALYSIS

Three bids were received and opened publicly on May 4, 2023:

	Fahrner Asphalt Sealers, LLC	Denler, Inc.	Scott Construction, Inc.
*Base Bid	\$50,779.88	\$51,052.70	\$52,500.57
*Alternate No. 1	\$24,131.64	\$26,658.60	\$30,808.19
Alternate No. 2	\$61,754.40	\$32,972.00	\$71,436.00
*Alternate No. 3	\$20,908.86	\$18,865.40	\$16,221.52
Alternate No. 4	\$24,296.52	\$16,564.80	\$18,595.39
Alternate No. 5	\$15,517.70	\$18,195.50	\$18,976.45
Alternate No. 6	\$23,208.54	\$19,037.10	\$18,220.74
*Alternate No. 7	\$16,227.70	\$25,586.75	\$17,040.55
Total	\$236,825.24	\$208,932.85	\$243,799.41
*Recommended Total for Award	\$112,048.08	\$122,163.45	\$116,570.83

Staff recommends award for the Base Bid and Mandatory Alternate No. 1, Mandatory Alternate No. 3, and Mandatory Alternate No. 7 to Fahrner Asphalt Sealers, LLC, in the amount of \$112,048.08. At this price there is room for required DPW expenses and overruns. The alternates selected were prioritized by traffic volumes, road miles to be sealed, pavement age, crack sealing quantities, and other minor factors.

OPTIONS

- A. Award bid and contract to Fahrner Asphalt Sealers, LLC for Base Bid plus Mandatory Alternate Bid No. 1, Mandatory Alternate Bid No. 3, and Mandatory Alternate Bid No. 7, or
- B. Provide other direction to Staff.

FISCAL NOTE

The 2023 Adopted Budget allocated \$1,590,000 in available funds for the City’s road program (47-0331-5823), \$120,000 of which was available for the LSPM. The 2023 Local Street Improvement Program contract was awarded April 3, 2023 in the amount of \$1,517,040.58, which included the Library parking lot (\$1,201,084.84 for streets, \$315,955.74 for the Library parking lot).

	Road Program
47-0331-5823	\$1,590,000.00
2023 Local Street Improvement Program Contract (streets)	-\$1,201,084.84
2023 LSPM Contract	-\$112,048.08
DPW/material cost allowance	-\$100,000.00
Other projects from 5823	-\$90,000.00
Remainder/contingent	\$86,867.08

COUNCIL ACTION REQUESTED

(Option A) Motion to adopt Resolution No. 2023 - _____, a resolution awarding the 2023 Local Street Preventative Maintenance Program and contract to Fahrner Asphalt Sealers, LLC, in the amount of \$112,048.08.

Engineering: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION TO AWARD
THE 2022 LOCAL STREET PREVENTATIVE MAINTENANCE PROGRAM
AND CONTRACT TO FAHRNER ASPHALT SEALERS, LLC,
IN THE AMOUNT OF \$112,048.08

WHEREAS, the City of Franklin advertised and solicited bids for the 2023 Local Street Preventative Maintenance Program; and

WHEREAS, three bids were received on May 4, 2023 and Fahrner Asphalt Sealers, LLC was the lowest responsive and responsible bidder; and

WHEREAS, Fahrner Asphalt Sealers, LLC is a qualified public works contractor; and

WHEREAS, the 2023 Annual Budget for Fund 47, Street Ext/Improvment/Construction, was adopted at \$1,590,000 with \$120,000 available for the 2023 Local Street Preventative Maintenance Program; and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the contract for the base bid plus alternate no. 1, alternate no. 3, and alternate no. 7 in the amount of \$112,048.08 to Fahrner Asphalt Sealers, LLC.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 2023 Local Street Preventative Maintenance Program contract to Fahrner Asphalt Sealers, LLC.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Fahrner Asphalt Sealers, LLC on behalf of the City.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

BASE BID NO. 1												
Line Item	Item Code	Item Description	UoFM		Engineer Estimate		Fahmer Asphalt Sealers, LLC		Denier, Inc.		Scott Construction, Inc.	
			Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
1		1 Rejuvenating Seal Coat	SY	33262	\$1.25	\$41,577.50	\$1.14	\$37,918.68	\$1.10	\$36,588.20	\$1.14	\$37,752.37
2		2 Crack Sealing	LS	1	\$12,100.00	\$12,100.00	\$7,013.00	\$7,013.00	\$6,000.00	\$6,000.00	\$8,900.00	\$8,900.00
3		4 Pavement Marking Paint 4-Inch	LF	15390	\$0.65	\$10,003.50	\$0.38	\$5,848.20	\$0.55	\$8,464.50	\$0.38	\$5,848.20
						\$63,681.00		\$50,779.88		\$51,052.70		\$52,500.57

MANDATORY ALTERNATE NO. 1 (SECURITY ACRES)												
Line Item	Item Code	Item Description	UoFM		Engineer Estimate		Fahmer Asphalt Sealers, LLC		Denier, Inc.		Scott Construction, Inc.	
			Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
4		1 Rejuvenating Seal Coat	SY	15826	\$1.25	\$19,782.50	\$1.14	\$18,041.64	\$1.10	\$17,408.60	\$1.27	\$20,083.19
5		2 Crack Sealing	LS	1	\$5,500.00	\$5,500.00	\$840.00	\$840.00	\$4,000.00	\$4,000.00	\$3,975.00	\$3,975.00
6		3 Hot-Applied Mastic	LF	750	\$9.00	\$6,750.00	\$7.00	\$5,250.00	\$7.00	\$5,250.00	\$9.00	\$6,750.00
						\$32,032.50		\$24,131.64		\$26,658.60		\$30,808.19

MANDATORY ALTERNATE NO. 2 (W. ELM CT.)												
Line Item	Item Code	Item Description	UoFM		Engineer Estimate		Fahmer Asphalt Sealers, LLC		Denier, Inc.		Scott Construction, Inc.	
			Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
7		2 Crack Sealing	LS	1	\$12,500.00	\$12,500.00	\$33,782.40	\$33,782.40	\$5,000.00	\$5,000.00	\$35,472.00	\$35,472.00
8		3 Hot-Applied Mastic	LF	3996	\$8.00	\$31,968.00	\$7.00	\$27,972.00	\$7.00	\$27,972.00	\$9.00	\$35,964.00
						\$44,468.00		\$61,754.40		\$32,972.00		\$71,436.00

MANDATORY ALTERNATE NO. 3 (S. 68TH ST.)												
Line Item	Item Code	Item Description	UoFM		Engineer Estimate		Fahmer Asphalt Sealers, LLC		Denier, Inc.		Scott Construction, Inc.	
			Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
9		1 Rejuvenating Seal Coat	SY	8669	\$1.25	\$10,836.25	\$1.14	\$9,882.66	\$1.10	\$9,595.90	\$1.14	\$9,899.32
10		2 Crack Sealing	LS	1	\$6,600.00	\$6,600.00	\$7,344.00	\$7,344.00	\$4,000.00	\$4,000.00	\$2,700.00	\$2,700.00
11		4 Pavement Marking Paint 4-Inch	LF	9690	\$0.65	\$6,298.50	\$0.38	\$3,682.20	\$0.55	\$5,329.50	\$0.38	\$3,682.20
						\$23,734.75		\$20,908.86		\$18,865.40		\$16,221.52

MANDATORY ALTERNATE NO. 4 (SOUTHWOOD EAST)												
Line Item	Item Code	Item Description	UoFM		Engineer Estimate		Fahmer Asphalt Sealers, LLC		Denier, Inc.		Scott Construction, Inc.	
			Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
12		1 Rejuvenating Seal Coat	SY	10968	\$1.25	\$13,710.00	\$1.14	\$12,503.52	\$1.10	\$12,064.80	\$1.27	\$13,918.39
13		2 Crack Sealing	LS	1	\$10,600.00	\$10,600.00	\$11,793.00	\$11,793.00	\$4,500.00	\$4,500.00	\$4,677.00	\$4,677.00
						\$24,310.00		\$24,296.52		\$16,564.80		\$18,595.39

MANDATORY ALTERNATE NO. 5 (HALE PARK HIGHLANDS, W. RAWSON AVE.)												
Line Item	Item Code	Item Description	UoFM		Engineer Estimate		Fahmer Asphalt Sealers, LLC		Denier, Inc.		Scott Construction, Inc.	
			Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
14		1 Rejuvenating Seal Coat	SY	12905	\$1.25	\$16,131.25	\$1.14	\$14,711.70	\$1.10	\$14,195.50	\$1.27	\$16,376.45
15		2 Crack Sealing	LS	1	\$3,400.00	\$3,400.00	\$806.00	\$806.00	\$4,000.00	\$4,000.00	\$2,600.00	\$2,600.00
						\$19,531.25		\$15,517.70		\$18,195.50		\$18,976.45

MANDATORY ALTERNATE NO. 6 (W. TUMBLECREEK DR.)												
Line Item	Item Code	Item Description	UoFM		Engineer Estimate		Fahmer Asphalt Sealers, LLC		Denier, Inc.		Scott Construction, Inc.	
			Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
16		1 Rejuvenating Seal Coat	SY	12761	\$1.25	\$15,951.25	\$1.14	\$14,547.54	\$1.10	\$14,037.10	\$1.14	\$14,483.74
17		2 Crack Sealing	LS	1	\$8,900.00	\$8,900.00	\$8,661.00	\$8,661.00	\$5,000.00	\$5,000.00	\$3,737.00	\$3,737.00
						\$24,851.25		\$23,208.54		\$19,037.10		\$18,220.74

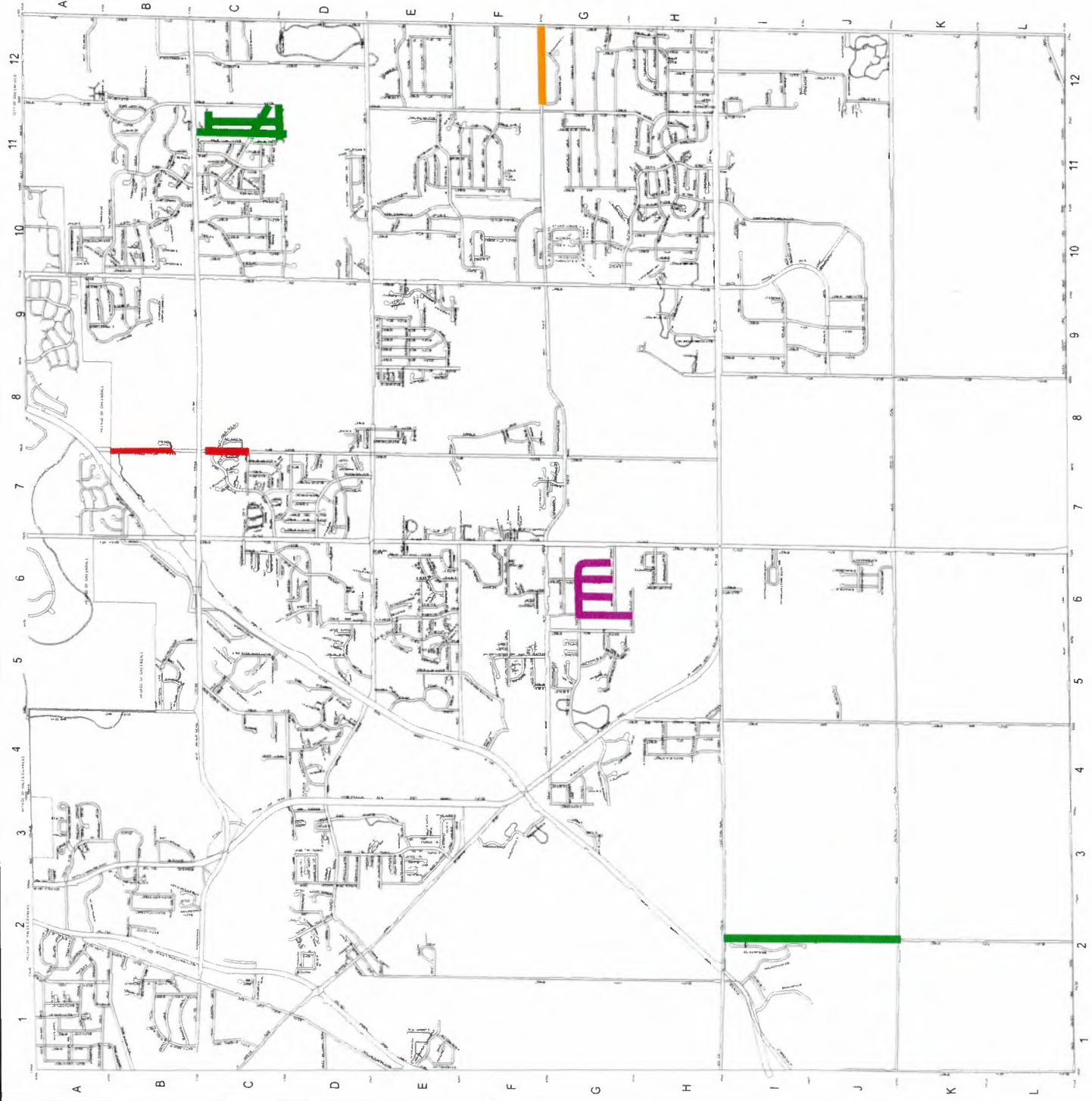
MANDATORY ALTERNATE NO. 7 (W. PUETZ RD.)												
Line Item	Item Code	Item Description	UoFM		Engineer Estimate		Fahmer Asphalt Sealers, LLC		Denier, Inc.		Scott Construction, Inc.	
			Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
18		1 Rejuvenating Seal Coat	SY	7430	\$1.25	\$9,287.50	\$1.14	\$8,470.20	\$1.10	\$8,173.00	\$1.14	\$8,433.05
19		2 Crack Sealing	LS	1	\$1,500.00	\$1,500.00	\$400.00	\$400.00	\$4,000.00	\$4,000.00	\$1,250.00	\$1,250.00
20		5 Pavement Marking Epoxy 4-Inch	LF	9200	\$1.75	\$16,100.00	\$0.75	\$6,900.00	\$1.40	\$12,880.00	\$0.75	\$6,900.00
21		6 Pavement Marking Epoxy 8-Inch	LF	305	\$3.00	\$915.00	\$1.50	\$457.50	\$1.75	\$533.75	\$1.50	\$457.50
						\$27,802.50		\$16,227.70		\$25,586.75		\$17,040.55

CITY OF FRANKLIN 2023 Local Street Prev. Maint. Program




3,000 1,500 0 3,000 Feet

- BASE BID NO. 1
- MANDATORY ALT. BID NO. 1
- MANDATORY ALT. BID NO. 3
- MANDATORY ALT. BID NO. 7



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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	A Resolution to Execute Statements of Non-Reimbursements by Franklin Water and Sewer Utilities to Wisconsin Department of Transportation along S. Lovers Lane from W. Rawson Avenue to W. College Avenue	ITEM NO. Ald. Dist. 6 2.22.

BACKGROUND

Wisconsin Department of Transportation (WisDOT) is planning a project on S. Lovers Lane (USH 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue. The project involves widening of the State right-of-way which will encompass several locations where the City water and sewer utilities have existing easements.

ANALYSIS

The City could request funds to relocate the utilities outside the new right-of-way lines, but that is an expensive and difficult endeavor for all involved. As an alternative, there are “statements of non-reimbursements” that may be executed to leave the utilities within the State right-of-way, but with some special privileges- primarily, if the State ever needs the utilities moved, they would have to pay to move them at no expense to the City.

Ordinarily, if a utility is located within the state right-of-way and it needs to be moved/adjusted, the utility has to make the modifications at its own expense. This is currently why the City is paying for utility adjustments elsewhere in the WisDOT project and in the existing right-of-way.

OPTIONS

Execute agreements or other direction to Staff.

FISCAL NOTE

In the future, it will save a significant amount of money if these utilities need to move for the benefit of a WisDOT project.

RECOMMENDATION

Motion to adopt Resolution 2023-_____ a resolution to authorize the Mayor to execute Statements of Non-Reimbursements by Franklin Water and Sewer Utilities to Wisconsin Department of Transportation along S. Lovers Lane from W. Rawson Avenue to W. College Avenue.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION TO EXECUTE STATEMENTS OF NON-REIMBURSEMENTS BY
FRANKLIN WATER AND SEWER UTILITIES TO
WISCONSIN DEPARTMENT OF TRANSPORTATION
ALONG S. LOVERS LANE FROM W. RAWSON AVENUE TO W. COLLEGE AVENUE

WHEREAS, Wisconsin Department of Transportation (WisDOT) is designing a transportation project project on S. Lovers Lane (USH 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue; and

WHEREAS, WisDOT is expanding the state right-of-way over easemnts and facilities owned and maintained by the City of Fraklin water and sewer utilities; and

WHEREAS, Statements of Non-Reimbursements allow for the City utility facilities to stay in place and keep rights from existing easements.

NOW, THEREFORE, BE IT RESOLVED, The City of Franklin will execute Statements of Non-Reimbursements with the Wisconsin Department of Transportation along S. Lovers Lane from W. Rawson Avenue to W. College Avenue; and

NOW BE IT FURTHER RESOLVED, that the Mayor has authority to sign and execute the Statements of Non-Reimbursements.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

STATEMENT OF NON-REIMBURSEMENT BY UTILITY

Wisconsin Department of Transportation
DT2245 11/2016

Referencing the project identified below, **Franklin Municipal Water Utility**, (COMPANY) a public utility company, a quasi utility, cooperative or municipal utility will not be requesting compensation for the relocation of their facilities

Project Description Title: LOVERS LANE (CITY OF FRANKLIN) Limits: RAWSON AVE TO COLLEGE AVE Highway: USH 45 County: MILWAUKEE	Project ID(s) Design: 2040-14-00 Construction: 2040-14-70 Right of Way: 2040-14-20 UTL No. 204 Utility: 2040-14-20
Facility Type: Water	

COMPANY reserves the right to request compensation from the Wisconsin Department of Transportation, (DEPARTMENT) for compensable utility relocations on this project if: relocation costs increase, accommodating changes to the project plan, or accommodating changes to the relocation plans of other utility companies. If the COMPANY subsequently requests compensation and the DEPARTMENT agrees to payment on this project, the DEPARTMENT and COMPANY are required to execute an agreement. It is expressly understood and agreed that any work by COMPANY prior to execution of an agreement between COMPANY and the DEPARTMENT shall be at COMPANY sole expense.

COMPANY

Franklin Municipal Water Utility

(Company Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

**QUIT CLAIM DEED By Utility
(Non-Fee Land Interests)**

Wisconsin Department of Transportation
Exempt from filing transfer form s 77 21(1) Wis Stats.
DT1661 9/2020 s.84 09(1) Wis. Stats

THIS DEED, made by **Franklin Municipal Water Utility**, GRANTOR, a utility authorized to transact business in the State of Wisconsin, quit claims to the State of Wisconsin, Department of Transportation, GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of One Dollar (\$1 00) and other good and valuable consideration

Other persons having an interest in record in the property None

Legal Description
See Attached

This space is reserved for recording data

Return to
Division of Transportation System Development
Southeast Region
Utility Unit
141 NW Barstow Street
Waukesha WI 53187-0798

Parcel Identification Number/Tax Key Number
See Attached

GRANTOR, a utility organized and existing under the laws of the State of Wisconsin with its principal place of business at 9229 W Loomis Rd , City of Franklin County of Milwaukee State of Wisconsin

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR

Acknowledgement

Franklin Municipal Water Utility

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of _____)
) ss
_____ County)
On the above date, this instrument was acknowledged before me by the named person(s)
The signer was _____ Physically in my presence OR
_____ In my presence involving the use of communication technology

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

**Franklin Water Utility Quit Claim Deed
Legal Description**

All that part of the lands subject to the Grantor's easements or interests included in lands acquired for the improvement of USH 45/STH 100 by the Grantee in:

Parcel 72 of transportation project plat 2040-14-20 - 4.11 Amendment NO. 1, recorded as document #11162021 recorded in Milwaukee County, Wisconsin.

Parcel Number	Interest/Right Document Number	Parcel Identification Number/Tax Key Number
72	4946981	7470035001

TEMPORARY CONSTRUCTION EASEMENT

Wisconsin Department of Transportation
DT2216 7/2017 s 84 09(1) Wis Stats

Franklin Municipal Water Utility, Grantor, which has an interest in the lands described below, grants to the Wisconsin Department of Transportation, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon, 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

Legal Description:
See Attached

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee

This Temporary Construction Easement shall terminate upon completion of Construction Project No 2040-14-70 for which this instrument is given

The Grantor has an easement or prescriptive right and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner

The Grantor's easement is recorded as See Attached in the Milwaukee County Register of Deeds Office or exists by prescriptive rights as defined by Section 893 28 Wisconsin Statutes.

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR

Franklin Municipal Water Utility

(Grantor Name)

(Signature)

(Date)

(Title)

(Print Name)

(Signature)

(Date)

(Title)

(Print Name)

**Franklin Water Utility Temporary Construction Easement
Legal Description**

All that part of the lands subject to the Grantor's easements or interests included in lands acquired for the improvement of USH 45/STH 100 by the Grantee in:

Parcel 54 of transportation project plat 2040-14-20 - 4.09 Amendment NO. 1, recorded as document #11162019 recorded in Milwaukee County, Wisconsin;

Parcel 72 of transportation project plat 2040-14-20 - 4.11 Amendment NO. 1, recorded as document #11162021 recorded in Milwaukee County, Wisconsin;

Parcel 83 of transportation project plat 2040-14-20 - 4.13 Amendment NO. 1, recorded as document #11162023 recorded in Milwaukee County, Wisconsin.

Parcel Number	Interest/Right Document Number	Parcel Identification Number/Tax Key Number
54	No Record of Easement	
72	4946981	
83	9197021	
83	8948225	

STATEMENT OF NON-REIMBURSEMENT BY UTILITY

Wisconsin Department of Transportation
DT2245 11/2016

Referencing the project identified below, **City of Franklin**, (COMPANY) a public utility company, a quasi utility, cooperative or municipal utility will not be requesting compensation for the relocation of their facilities

Project Description Title: LOVERS LANE (CITY OF FRANKLIN) Limits: RAWSON AVE TO COLLEGE AVE Highway: USH 45 County: MILWAUKEE	Project ID(s) Design: 2040-14-00 Construction: 2040-14-70 Right of Way: 2040-14-20 UTL No.: 202 Utility: 2040-14-20
Facility Type: Sewer	

COMPANY reserves the right to request compensation from the Wisconsin Department of Transportation, (DEPARTMENT) for compensable utility relocations on this project if relocation costs increase, accommodating changes to the project plan, or accommodating changes to the relocation plans of other utility companies. If the COMPANY subsequently requests compensation and the DEPARTMENT agrees to payment on this project, the DEPARTMENT and COMPANY are required to execute an agreement. It is expressly understood and agreed that any work by COMPANY prior to execution of an agreement between COMPANY and the DEPARTMENT shall be at COMPANY sole expense.

COMPANY

City of Franklin

(Company Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

**CONVEYANCE OF RIGHTS IN LAND
(Non-Fee Land Interests)**

Wisconsin Department of Transportation
Exempt from-filing transfer forms 77 21(1) Wis. Stats.
DT1660 01/2022 s.84 09(1) Wis Stats

City of Franklin, GRANTOR, for and in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land, provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation, provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE, provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns

Other persons having an interest in record in the property: None

Legal Description
See Attached

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of Grantor

Acknowledgement

City of Franklin

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)
State of _____)
_____) ss.
_____) County)
On the above date, this instrument was acknowledged before me by the named person(s)
The signer was _____ Physically in my presence OR
_____ In my presence involving the use of communication technology

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

This space is reserved for recording data

Return to
Division of Transportation System Development
Southeast Region
Utility Unit
141 NW Barstow Street
Waukesha WI 53187-0798

Parcel Identification Number/Tax Key Number
See Attached

**City of Franklin - Sewer Conveyance of Rights in Land
Legal Description**

All that part of the lands subject to the Grantor's easements or interests included in lands acquired for the improvement of USH 45/STH 100 by the Grantee in:

Parcel 80, 81 of transportation project plat 2040-14-20 - 4.12 Amendment NO. 1, recorded as document #11162022 recorded in Milwaukee County, Wisconsin.

Parcel Number	Interest/Right Document Number	Document Number for Affidavit of Correction to Transportation Project Plat	Parcel Identification Number/Tax Key Number
80	9202813	11315177	7041009003
81	9202813	11315177	7041009003

**City of Franklin - Sewer Quit Claim Deed
Legal Description**

All that part of the lands subject to the Grantor's easements or interests included in lands acquired for the improvement of USH 45/STH 100 by the Grantee in:

Parcel 82 of transportation project plat 2040-14-20 - 4.12 Amendment NO. 1, recorded as document #11162022 recorded in Milwaukee County, Wisconsin;

Parcel 88 of transportation project plat 2040-14-20 - 4.14 Amendment NO. 1, recorded as document #11162024 recorded in Milwaukee County, Wisconsin.

Parcel Number	Interest/Right Document Number	Document Number for Affidavit of Correction to Transportation Project Plat	Parcel Identification Number/Tax Key Number
82	4812748	11315177	7058997004
88	4827319		7058989005

TEMPORARY CONSTRUCTION EASEMENT

Wisconsin Department of Transportation
DT2216 7/2017 s 84 09(1) Wis Stats

City of Franklin, Grantor, which has an interest in the lands described below, grants to the Wisconsin Department of Transportation, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon, 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement

Legal Description:
See Attached

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 2040-14-70 for which this instrument is given

The Grantor has an easement or prescriptive right and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as See Attached in the Milwaukee County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR.

City of Franklin

(Grantor Name)

(Signature) (Date)

(Title)

(Print Name)

(Signature) (Date)

(Title)

(Print Name)

**City of Franklin - Sewer Temporary Construction Easement
Legal Description**

All that part of the lands subject to the Grantor's easements or interests included in lands acquired for the improvement of USH 45/STH 100 by the Grantee in:

Parcel(s) 80, 81, 82 of transportation project plat 2040-14-20 - 4 12 Amendment NO. 1, recorded as document #11162022 recorded in Milwaukee County, Wisconsin;

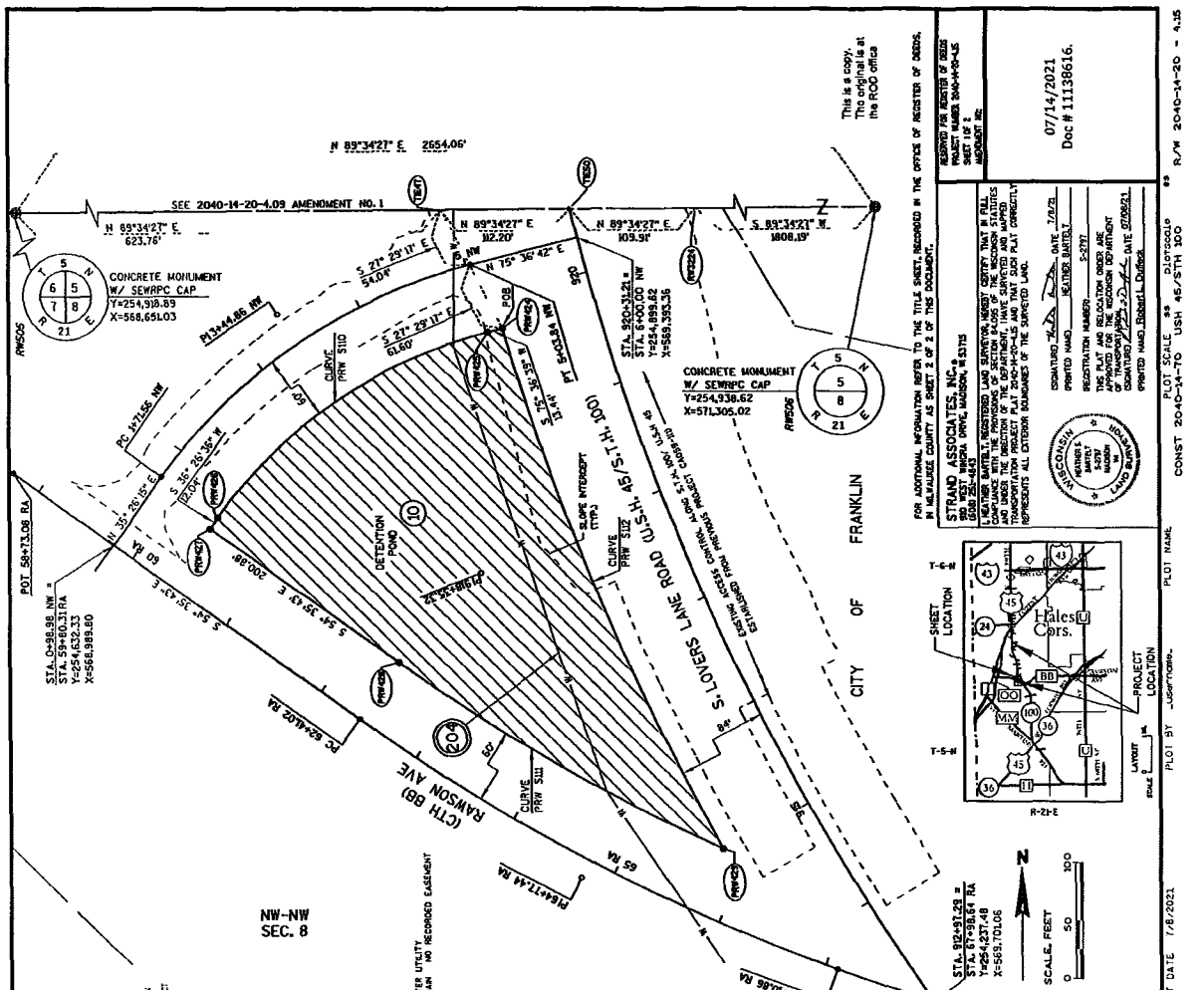
Parcel(s) 82, 83, 86, 182 of transportation project plat 2040-14-20 - 4.13 Amendment NO. 2, recorded as document #11229112 recorded in Milwaukee County, Wisconsin;

Parcel 88 of transportation project plat 2040-14-20 - 4.14 Amendment NO. 1, recorded as document #11162024 recorded in Milwaukee County, Wisconsin.

Parcel Number	Interest/Right Document Number	Document Number for Affidavit of Correction to Transportation Project Plat	Parcel Identification Number/Tax Key Number
80	9202813	11315177	
81	9202813	11315177	
82	4812748	11315177	
82	4812748	11304540	
182	4812748	11304540	
83	9202813	11304540	
86	4826386	11304540	
86	4826392	11304540	
88	4827319		

TRANSPORTATION PROJECT PLAT NO: 2040-14-20 - 4.15
 PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8,
 CITY OF FRANKLIN TOWNSHIP 5 NORTH, RANGE 21EAST, MILWAUKEE COUNTY, WISCONSIN.
 RELOCATION ORDER USH-45/STH 300, LOVERS LANE, CITY OF FRANKLIN,
 ST MARTINS ROAD (RAMSON AVE.) TO COLLEGE AVENUE, MILWAUKEE COUNTY.
 THE OWNERS HEREBY GRANT AND CONVEY TO THE CITY OF FRANKLIN, MILWAUKEE COUNTY,
 WISCONSIN, THE RIGHT AND INTEREST IN THE ABOVE DESCRIBED LANDS AND
 THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, SHALL BE THE PROJECT
 INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.
 TO EFFECT THE ABOVE, PERMIT TO ADJUST OWNERS UNDER SECTION 84.01 AND EACH WISCONSIN STATUTE, THE BOUNDARY OF TRANSPORTATION
 PROJECT PLAT NO. 2040-14-20-4.15, IS HEREBY RELOCATED TO THE LOCATION SHOWN ON THIS PROJECT PLAT AND SHALL BE
 THE STATE OF WISCONSIN, MILWAUKEE COUNTY TO THE PROVISIONS OF THE SUB-SECTION ADOPTED IN AN ORDINANCE OF THE CITY OF FRANKLIN,
 WISCONSIN, AS AMENDED.

LINE	MARKER	DATE	DESCRIPTION
1	1/4" DIA. IRON	8/1/00	STATION 1+00.00
2	1/4" DIA. IRON	8/1/00	STATION 1+25.00
3	1/4" DIA. IRON	8/1/00	STATION 1+50.00
4	1/4" DIA. IRON	8/1/00	STATION 1+75.00
5	1/4" DIA. IRON	8/1/00	STATION 2+00.00
6	1/4" DIA. IRON	8/1/00	STATION 2+25.00
7	1/4" DIA. IRON	8/1/00	STATION 2+50.00
8	1/4" DIA. IRON	8/1/00	STATION 2+75.00
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14	1/4" DIA. IRON	8/1/00	STATION 4+25.00
15	1/4" DIA. IRON	8/1/00	STATION 4+50.00
16	1/4" DIA. IRON	8/1/00	STATION 4+75.00
17	1/4" DIA. IRON	8/1/00	STATION 5+00.00
18	1/4" DIA. IRON	8/1/00	STATION 5+25.00
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92	1/4" DIA. IRON	8/1/00	STATION 23+75.00
93	1/4" DIA. IRON	8/1/00	STATION 24+00.00
94	1/4" DIA. IRON	8/1/00	STATION 24+25.00
95	1/4" DIA. IRON	8/1/00	STATION 24+50.00
96	1/4" DIA. IRON	8/1/00	STATION 24+75.00
97	1/4" DIA. IRON	8/1/00	STATION 25+00.00
98	1/4" DIA. IRON	8/1/00	STATION 25+25.00
99	1/4" DIA. IRON	8/1/00	STATION 25+50.00
100	1/4" DIA. IRON	8/1/00	STATION 25+75.00



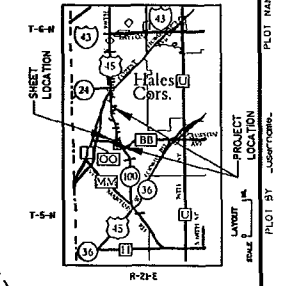
This is a copy.
 The original is at
 the ROC office

FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED IN THE OFFICE OF REGISTER OF DEEDS,
 MILWAUKEE COUNTY AS SHEET 2 OF 2 OF THIS DOCUMENT.

STRAND ASSOCIATES, INC.
 REGISTERED PROFESSIONAL ENGINEER
 PROJECT NUMBER 2040-14-20-4.15
 SHEET 1 OF 2
 DATE 07/14/2021
 DOC # 11138616

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 DATE: 7/14/21

REGISTERED PROFESSIONAL ENGINEER
 PROJECT NUMBER: 2040-14-20-4.15
 SHEET 1 OF 2
 DATE: 07/14/21
 REGISTERED NAME: Robert D. [Name]



SCALE: FEET
 0 50 100

STATIONING: STA. 0+00.00, STA. 5+00.00, STA. 10+00.00, STA. 15+00.00, STA. 20+00.00, STA. 25+00.00

NW-NW
 SEC. 8

204 CITY OF FRANKLIN WATER UTILITY
 PARCEL ID: WATER MAIN W/ REQUIRED EASEMENT

LINE	MARKER	DATE	DESCRIPTION
1	1/4" DIA. IRON	8/1/00	STATION 1+00.00
2	1/4" DIA. IRON	8/1/00	STATION 1+25.00
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91	1/4" DIA. IRON		

TRANSPORTATION PROJECT PLAT NO: 2040-14-20 - 4,09

AMENDMENT NO. 1
ARNDT PARCELS 54, 55, 56, 57, 58, 59, 60, 61, AND 62 AND ADJACENT UTILITY NUMBER 200 OF TRANSPORTATION PROJECT PLAT 2040-14-20-409 RECORDED AS DOCUMENT NO. 102221 AT THE MILWAUKEE COUNTY REGISTER OF DEEDS.

RELOCATION OTHER USH 46/57TH RD LOVERS LANE, CITY OF FRANKLIN
TO IMPROVE THE QUALITY OF THE ROADWAY AND TO PROVIDE A SAFE AND CONVENIENT ROUTE TO THE CITY OF FRANKLIN, THE CITY ENGINEER HAS DETERMINED THAT THE RELOCATION OF USH 46/57TH RD TO LOVERS LANE IS NECESSARY TO ACCORDANCE WITH THE WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION TO EFFECT THE CHANGE NECESSARY TO MAINTAIN THE ROADWAY UNDER SECTION 4640 ON 46/57TH RD AND TO BE SUBJECT TO THE LANDS AND INTERESTS TO BE SHOWN ON THIS PLAT AND EXTENDED TO THE LANDS AND INTERESTS TO BE SHOWN ON THIS PLAT.

TO REMOVE THE EXISTING USH 46/57TH RD FROM THE CITY OF FRANKLIN, THE CITY ENGINEER HAS DETERMINED THAT THE RELOCATION OF USH 46/57TH RD TO LOVERS LANE IS NECESSARY TO ACCORDANCE WITH THE WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION TO EFFECT THE CHANGE NECESSARY TO MAINTAIN THE ROADWAY UNDER SECTION 4640 ON 46/57TH RD AND TO BE SUBJECT TO THE LANDS AND INTERESTS TO BE SHOWN ON THIS PLAT AND EXTENDED TO THE LANDS AND INTERESTS TO BE SHOWN ON THIS PLAT.

EXISTING ACCESS CONTROL ALONG S.T.H. 100/ USH 45/ S.T.H. 100
ESTABLISHED FROM PREVIOUS PROJECT C48P-19 AND C48P-10

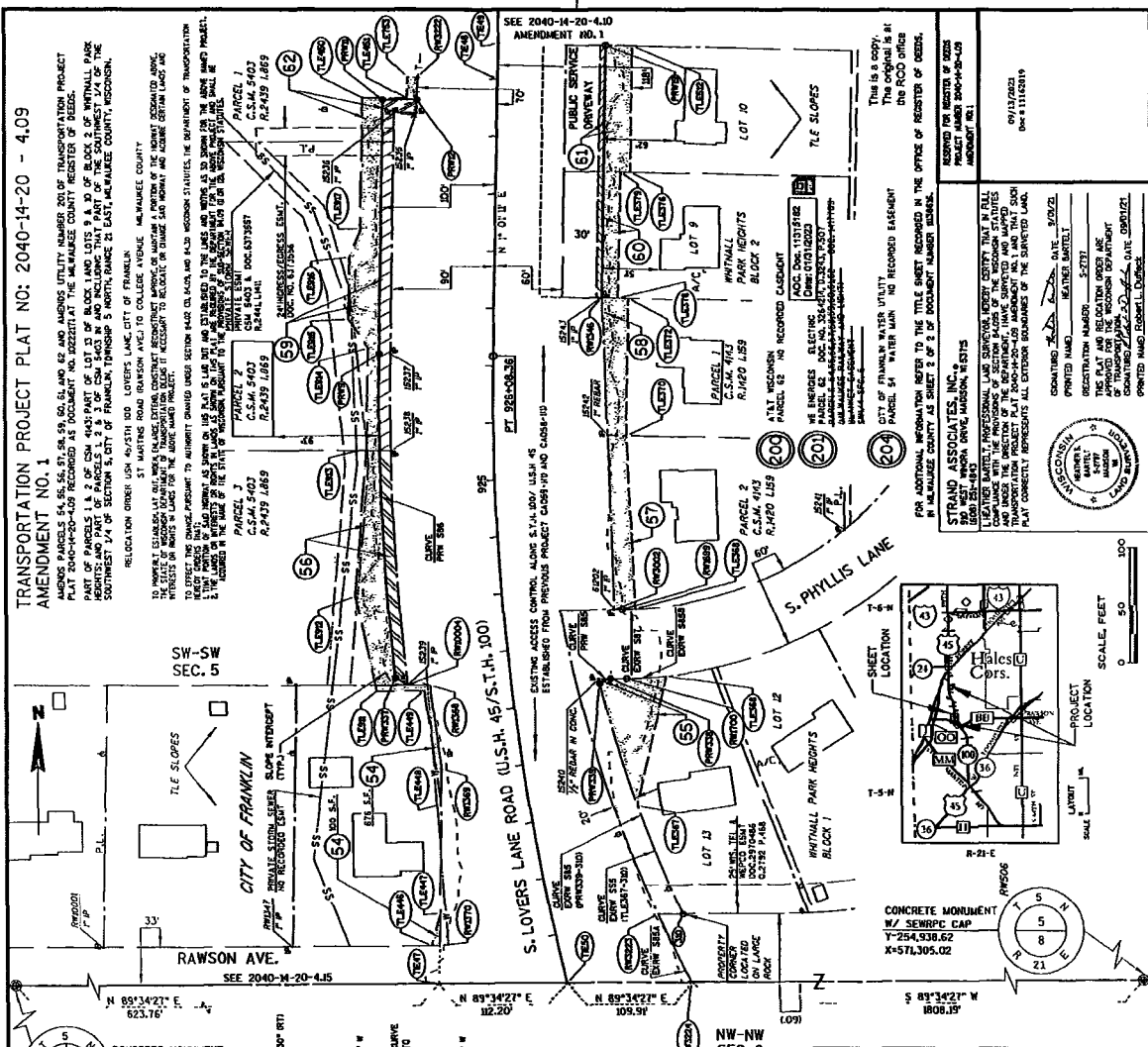


Table with columns: YEAR, DIST. AREA, PARCELS. Rows include years 1986, 1987, 1988, 1989, 1990 and corresponding parcel counts.

Table with columns: STATION, CURVE DATA, DISTANCE, BEARING. Lists stationing and curve information for the road alignment.

Table with columns: CURVE DATA, DISTANCE, BEARING. Lists curve data and distances for various sections of the road.

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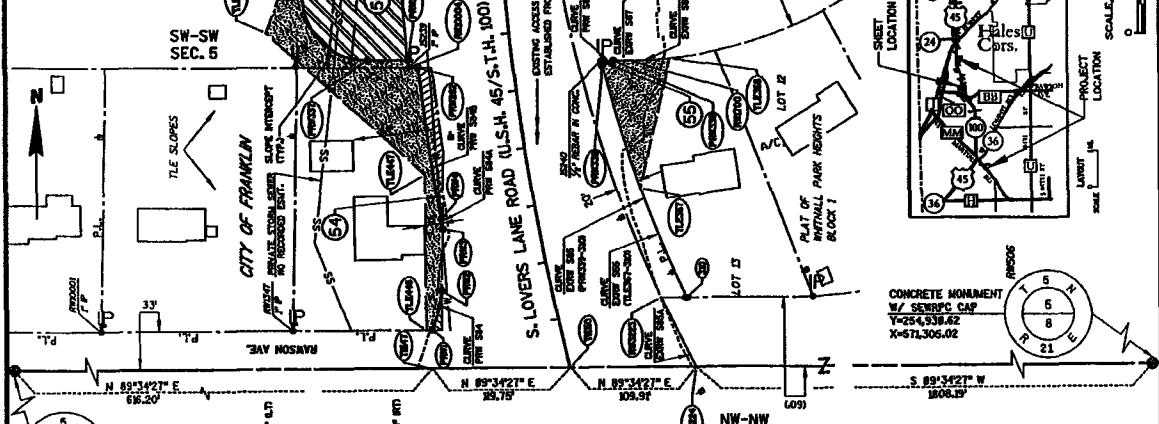
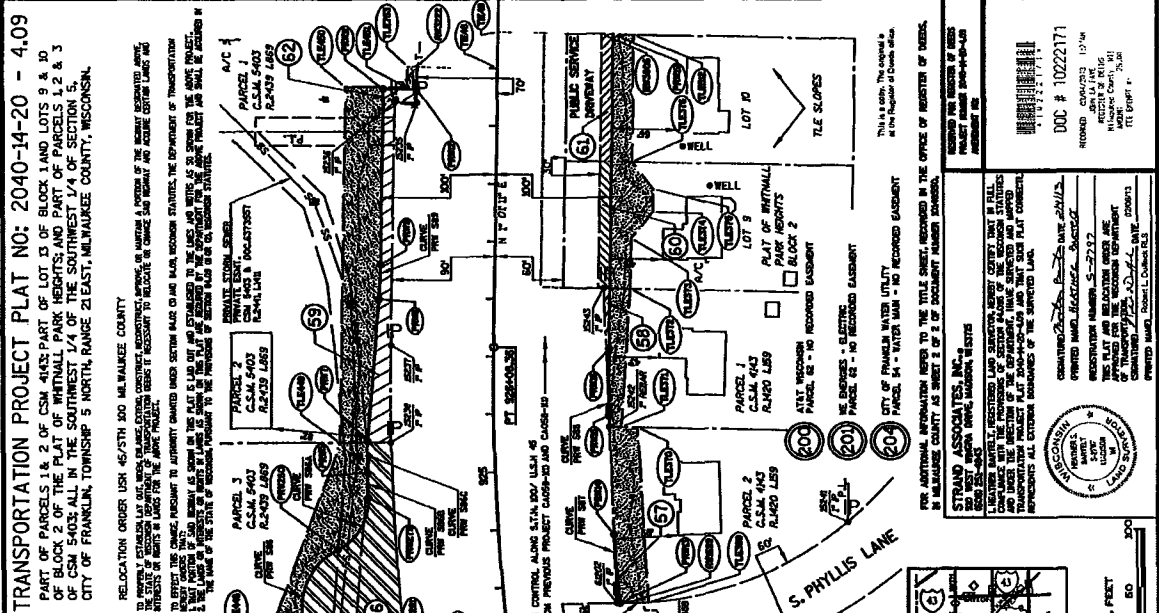
Table with columns: CURVE DATA, DISTANCE, BEARING. Lists curve data and distances for various sections of the road.

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SCHEDULE OF LANDS & INTERESTS REQUIRED. Table with columns: PARCEL NUMBER, OWNER(S), INTERESTS REQUIRED, ACRES. Lists parcels 54-62 and their respective owners and interests.

UTILITY INTERESTS REQUIRED. Table with columns: UTILITY NUMBER, OWNER(S), INTERESTS REQUIRED. Lists utility numbers 200, 401, 404 and their respective owners and interests.

FILE NAME: S:\MIL1000\10951693\3103-00-1000-CAD\MILPROJ\20401420-409.DWG
PLOT DATE: 8/21/2021
PLOT BY: J...
PLOT SCALE: R/W 2040-14-20 - 4,09 AMENDMENT NO. 1



RELOCATION ORDER USH 45/STH 100 MILWAUKEE COUNTY
 TO VERIFY PERMITS MAY BE OBTAINED FROM THE DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSPORTATION PLANNING AND DESIGN, 480 WEST WISCONSIN STREET, MILWAUKEE, WISCONSIN 53212. THE DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSPORTATION PLANNING AND DESIGN, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR VERIFYING THE INFORMATION PROVIDED IN THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

PARCEL NUMBER	OWNER	INTEREST REQUIRED	ACRES	REQUIRE	TOTAL	TILE
51	MARY M. BAUSTON	PRETILE	0.02 AC	---	0.02 AC	0.02 AC
52	RUSSELL & SHELLEY A. SMITH	TILE	---	---	---	---
53	TOM STAMAS & JANA STAMAS	PRETILE	0.24 AC	---	0.24 AC	0.24 AC
54	ESPANNO MARITA & ROSAMARIA MARITA	PRETILE	0.41 AC	---	0.41 AC	0.41 AC
55	JEFFREY R. & MARY C. PROFFERTHERY	PRETILE	0.08 AC	---	0.08 AC	0.08 AC
56	DAVID POLAK	PRETILE	0.08 AC	---	0.08 AC	0.08 AC
57	PRESTON AND BEGAL RODRIGUEZ	PRETILE	0.08 AC	---	0.08 AC	0.08 AC
58	JOHN P. & DAINE C. WINDSOR	PRETILE	0.08 AC	---	0.08 AC	0.08 AC
59	MCCOY STEADSTATE, LLC	PRETILE	0.01 AC	---	0.01 AC	0.01 AC

EXISTING ACCESS CONTROL ALONG S.T.H. 100 / U.S.H. 45 ESTABLISHED FROM PREVIOUS PROJECT CADD-20 AND CADD-10
 SCHEDULE OF LANDS & INTERESTS REQUIRED
 INTERESTS ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTEREST

UTILITY INTERESTS REQUIRED
 200 AT&T RECORDS
 201 WE ENERGIES - ELECTRIC
 204 CITY OF FRANKLIN WATER UTILITY

TRANSPORTATION PROJECT PLAT NO: 2040-14-20 - 4.11

PART OF PARCEL 1 OF CSN 2817 AND PART OF LOT 106 BLOCK 2 OF THE PLAT OF WINDHALL SLOPES AND PART OF THE WOODLAND PRAIRIE CONDOMINIUMS ALL IN THE NORTHWEST 1/4 OF THE SECTION 36 TOWNSHIP 3 NORTH RANGE 18 EAST, MILWAUKEE COUNTY, WISCONSIN.

RELOCATION ORDER USH 45/ST.H. 100 MILWAUKEE COUNTY TO PERFORM ESTABLISHMENT OF WINDHALL SLOPES AND PART OF THE WOODLAND PRAIRIE CONDOMINIUMS AND PART OF LOT 106 BLOCK 2 OF THE PLAT OF WINDHALL SLOPES AND PART OF THE WOODLAND PRAIRIE CONDOMINIUMS ALL IN THE NORTHWEST 1/4 OF THE SECTION 36 TOWNSHIP 3 NORTH RANGE 18 EAST, MILWAUKEE COUNTY, WISCONSIN.

TO EFFECT THE CHANGE HEREBY AS SHOWN ON THE PLAT & LIE OUT AND ESTABLISHED TO THE LINES AND WERE AS SHOWN FOR THE ABOVE PROJECT. THE PROJECT IS TO BE CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 100 OF THE WISCONSIN STATUTES AND THE PROVISIONS OF SECTION 100 OF THE WISCONSIN STATUTES.

POINT	STATION	OFFSET
PR158	70.00	70.00
PR159	70.00	70.00
PR160	70.00	70.00
PR161	70.00	70.00
PR162	70.00	70.00
PR163	70.00	70.00
PR164	70.00	70.00
PR165	70.00	70.00
PR166	70.00	70.00
PR167	70.00	70.00
PR168	70.00	70.00
PR169	70.00	70.00
PR170	70.00	70.00
PR171	70.00	70.00
PR172	70.00	70.00
PR173	70.00	70.00
PR174	70.00	70.00
PR175	70.00	70.00
PR176	70.00	70.00
PR177	70.00	70.00
PR178	70.00	70.00
PR179	70.00	70.00
PR180	70.00	70.00
PR181	70.00	70.00
PR182	70.00	70.00
PR183	70.00	70.00
PR184	70.00	70.00
PR185	70.00	70.00
PR186	70.00	70.00
PR187	70.00	70.00
PR188	70.00	70.00
PR189	70.00	70.00
PR190	70.00	70.00
PR191	70.00	70.00
PR192	70.00	70.00
PR193	70.00	70.00
PR194	70.00	70.00
PR195	70.00	70.00
PR196	70.00	70.00
PR197	70.00	70.00
PR198	70.00	70.00
PR199	70.00	70.00
PR200	70.00	70.00

FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET RECORDED IN THE OFFICE OF REGISTER OF DEEDS, MILWAUKEE COUNTY AS SHEET 2 OF 2 OF DOCUMENT NUMBER 20401420.



SCALE: FEET 0 50 100

STRAND ASSOCIATES, INC. 400 WEST WISCONSIN AVENUE, MILWAUKEE, WI 53212

COMMERCIAL ENGINEERING DATE: 2/26/23

REGISTERED PROFESSIONAL ENGINEER

PROJECT NO: 2040-14-20

DATE: 2/26/23

SCALE: 1" = 40'

DATE: 2/26/23

FILE NAME: S:\MILWAUKEE\2040-14-20\20401420-4.11.dwg

HT	BASE OF EXIST. I/P	YEAR	WIDTH
15.1	1059-1060/2040-2/3	2009	86'
15.2	1059-1060/2040-2/3	2009	86'
15.3	1059-1060/2040-2/3	2009	86'
15.4	1059-1060/2040-2/3	2009	86'

EXISTING ACCESS CONTROL ALONG S.T.H. 100, U.S.H. 45 ESTABLISHED FROM PREVIOUS PROJECT CAOS-100 AND CAOS-100

CONCRETE MONUMENT W/ SEWRPC CAP X=257,564.84 Y=568,699.34

CONCRETE MONUMENT W/ SEWRPC CAP X=571,355.01

WOODLAND PRAIRIE CONDOMINIUMS FORMER PARCEL 2 C.S.M. 32600

WOODLAND PRAIRIE CONDOMINIUMS FORMER PARCEL 2 C.S.M. 32600

WOODLAND PRAIRIE CONDOMINIUMS FORMER PARCEL 2 C.S.M. 32600

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WOODLAND PRAIRIE CONDOMINIUMS FORMER PARCEL 2 C.S.M. 32600

WOODLAND PRAIRIE CONDOMINIUMS FORMER PARCEL 2 C.S.M. 32600

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER	INTEREST REQUIRED	ACRES	TILE
72	WINDHALL SLOPES	NO INTEREST	0.00	0.00
76	WINDHALL SLOPES	NO INTEREST	0.00	0.00
77	WINDHALL SLOPES	NO INTEREST	0.00	0.00
78	WINDHALL SLOPES	NO INTEREST	0.00	0.00

UTILITY INTERESTS REQUIRED

UTILITY	OWNER	INTEREST REQUIRED
200	AT&T WISCONSIN	RELEASE OF RIGHTS
201	WE ENERGIES - ELECTRIC	RELEASE OF RIGHTS
204	CITY OF FRANKLIN WATER UTILITY	RELEASE OF RIGHTS

AT&T WISCONSIN NO RECORDED EASEMENT

WE ENERGIES - ELECTRIC NO RECORDED EASEMENT

CITY OF FRANKLIN WATER UTILITY NO RECORDED EASEMENT

AT&T WISCONSIN NO RECORDED EASEMENT

WE ENERGIES - ELECTRIC NO RECORDED EASEMENT

CITY OF FRANKLIN WATER UTILITY NO RECORDED EASEMENT

AT&T WISCONSIN NO RECORDED EASEMENT

WE ENERGIES - ELECTRIC NO RECORDED EASEMENT

CITY OF FRANKLIN WATER UTILITY NO RECORDED EASEMENT

AT&T WISCONSIN NO RECORDED EASEMENT

WE ENERGIES - ELECTRIC NO RECORDED EASEMENT

CITY OF FRANKLIN WATER UTILITY NO RECORDED EASEMENT

AT&T WISCONSIN NO RECORDED EASEMENT

WE ENERGIES - ELECTRIC NO RECORDED EASEMENT

CITY OF FRANKLIN WATER UTILITY NO RECORDED EASEMENT

AT&T WISCONSIN NO RECORDED EASEMENT

WE ENERGIES - ELECTRIC NO RECORDED EASEMENT

CITY OF FRANKLIN WATER UTILITY NO RECORDED EASEMENT

AT&T WISCONSIN NO RECORDED EASEMENT

WE ENERGIES - ELECTRIC NO RECORDED EASEMENT

CITY OF FRANKLIN WATER UTILITY NO RECORDED EASEMENT

AT&T WISCONSIN NO RECORDED EASEMENT

WE ENERGIES - ELECTRIC NO RECORDED EASEMENT

CITY OF FRANKLIN WATER UTILITY NO RECORDED EASEMENT

AT&T WISCONSIN NO RECORDED EASEMENT

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	A Resolution to Authorize WE Energies to Convert Five High Pressure Sodium Lights to LED Lights for \$125	ITEM NO. Ald. Dist. 1&6 P. 23.

BACKGROUND

WE Energies is rebuilding part of the electrical distribution system in the City of Franklin and plan to convert high pressure sodium (HPS) lights to LED lights. Franklin pays monthly rental fees on these light fixtures. These areas include portions of S. 92nd Street, S. 96th Street, S. 112th Street, W. South County Line Road (8-Mile Road), W. Oakwood Road, and W. Ryan Road,

Four attached authorization letters and tables comparing usage charges for a total of five fixtures are enclosed. Sketches were provided to Staff but not enclosed.

ANALYSIS

The cost to convert a light from HPS to LED is \$175 per fixture, but WE Energies is offering a \$150 credit for conversion leaving a net cost of \$25 for each fixture.

Future rental savings will be \$18.39 / month.

OPTIONS

- A. Authorize Staff to authorize WE Energies to convert five HPS lights to LED lights.
- B. Other direction to Staff.

FISCAL NOTE

Included in the voucher list for May 16, 2023 is a check of \$125 to cover this cost from Street Lighting- Maintenance (01-0351-5246).

RECOMMENDATION

Authorize Resolution 2023-_____ a resolution to authorize WE Energies to convert five high pressure sodium lights to LED lights for \$125.

Engineering Department: GEM



We Energies
231 W Michigan St
Milwaukee, WI 53203
www.we-energies.com

May 10, 2023

City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

Subject. Lighting at NW Corner of 8 Mile Rd & S 76th St - LED Conversion

Dear City of Franklin

This letter details work for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$25 00, and does not include site restoration. Net monthly charges will initially decrease by \$4.27, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin. Your next steps are.

1 Review the following prior to providing authorization and payment:

- Luminaires are controlled to provide dusk to dawn operation.
- Customer must contact us for lighting maintenance
- Fixtures are warranted until removed.
- Non-standard poles and conductors are warranted for 15 years
- Customer must locate private underground facilities and grant or obtain, without expense to us, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities
- Termination or change requests after installation and prior to conclusion of the initial term will result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
- All applicable lighting tariff terms and conditions are available at www.we-energies.com.
- We do not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

2 Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.

- Personal check
- Online by visiting www.we-energies.com/payconstructionbill
- By phone at 855-570-0998.

3. Sign and return the enclosed documents to.

We Energies
Essential Services A299
PO Box 2046
Milwaukee, WI 53201-9627

If returning via email send to Night-Aura-Outdoor-Ltg@wecenergygroup.com

Material will be ordered upon receipt of required authorizations and payment. Work will be scheduled when all contingencies are met. If you have any questions, please call me at 414-588-4366. We look forward to working with you on your lighting project

Sincerely,

Vicki Tadych

Vicki Tadych

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: _____

Date: _____

Print name: _____

Title: _____

Work request #: 4752948

Enclosures



We Energies
231 W Michigan St
Milwaukee, WI 53203
www.we-energies.com

May 10, 2023

City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

Subject: Lighting at 96th St & 92nd St - LED Conversions

Dear City of Franklin

This letter details work for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$50.00, and does not include site restoration. Net monthly charges will initially decrease by \$8.54, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin. Your next steps are:

1. Review the following prior to providing authorization and payment.
 - Luminaires are controlled to provide dusk to dawn operation.
 - Customer must contact us for lighting maintenance.
 - Fixtures are warranted until removed.
 - Non-standard poles and conductors are warranted for 15 years.
 - Customer must locate private underground facilities and grant or obtain, without expense to us, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities.
 - Termination or change requests after installation and prior to conclusion of the initial term will result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
 - All applicable lighting tariff terms and conditions are available at www.we-energies.com.
 - We do not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

2. Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.
 - Personal check
 - Online by visiting www.we-energies.com/payconstructionbill
 - By phone at 855-570-0998

3. Sign and return the enclosed documents to:

We Energies
Essential Services A299
PO Box 2046
Milwaukee, WI 53201-9627

If returning via email send to Night-Aura-Outdoor-Ltg@wecenergygroup.com

Material will be ordered upon receipt of required authorizations and payment. Work will be scheduled when all contingencies are met. If you have any questions, please call me at 414-588-4366. We look forward to working with you on your lighting project.

Sincerely,

Vicki Tadych

Vicki Tadych

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: _____ Date: _____

Print name: _____ Title: _____

Work request #: 4753613

Enclosures



We Energies
231 W Michigan St
Milwaukee, WI 53203
www.we-energies.com

May 10, 2023

City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

Subject Lighting at NE Corner of W Oakwood Rd & S 112th St - LED Conversion

Dear City of Franklin:

This letter details work for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$25.00, and does not include site restoration. Net monthly charges will initially decrease by \$1.33, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin. Your next steps are

1. Review the following prior to providing authorization and payment:
 - Luminaires are controlled to provide dusk to dawn operation.
 - Customer must contact us for lighting maintenance
 - Fixtures are warranted until removed
 - Non-standard poles and conductors are warranted for 15 years
 - Customer must locate private underground facilities and grant or obtain, without expense to us, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities
 - Termination or change requests after installation and prior to conclusion of the initial term will result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
 - All applicable lighting tariff terms and conditions are available at www.we-energies.com
 - We do not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

2. Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.
 - Personal check.
 - Online by visiting www.we-energies.com/payconstructionbill
 - By phone at 855-570-0998

3. Sign and return the enclosed documents to
We Energies
Essential Services A299
PO Box 2046
Milwaukee, WI 53201-9627

If returning via email send to Night-Aura-Outdoor-Ltg@wecenergygroup.com

Material will be ordered upon receipt of required authorizations and payment. Work will be scheduled when all contingencies are met. If you have any questions, please call me at 414-588-4366. We look forward to working with you on your lighting project

Sincerely,

Vicki Tadych

Vicki Tadych

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: _____ Date: _____

Print name: _____ Title: _____

Work request # 4753610

Enclosures



We Energies
231 W Michigan St
Milwaukee, WI 53203
www.we-energies.com

May 10, 2023

City of Franklin
9229 W Loomis Rd
Franklin, WI 53132

Subject: Lighting at NE Corner of S 92nd St & 8 Mile Rd - LED Conversion

Dear City of Franklin:

This letter details work for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$25 00, and does not include site restoration. Net monthly charges will initially decrease by \$4.27, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin. Your next steps are

- 1 Review the following prior to providing authorization and payment.
 - Luminaires are controlled to provide dusk to dawn operation.
 - Customer must contact us for lighting maintenance
 - Fixtures are warranted until removed.
 - Non-standard poles and conductors are warranted for 15 years
 - Customer must locate private underground facilities and grant or obtain, without expense to us, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities
 - Termination or change requests after installation and prior to conclusion of the initial term will result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
 - All applicable lighting tariff terms and conditions are available at [www we-energies.com](http://www.we-energies.com)
 - We do not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting

- 2 Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.
 - Personal check.
 - Online by visiting [www we-energies.com/payconstructionbill](http://www.we-energies.com/payconstructionbill)
 - By phone at 855-570-0998.

- 3 Sign and return the enclosed documents to
We Energies
Essential Services A299
PO Box 2046
Milwaukee, WI 53201-9627

If returning via email send to Night-Aura-Outdoor-Ltg@wecenergygroup.com

Material will be ordered upon receipt of required authorizations and payment Work will be scheduled when all contingencies are met. If you have any questions, please call me at 414-588-4366. We look forward to working with you on your lighting project

Sincerely,

Vicki Tadych

Vicki Tadych

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: _____ Date: _____

Print name: _____ Title: _____

Work request #: 4753607

Enclosures

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 16, 2023
REPORTS AND RECOMMENDATIONS	<p><i>Franklin Community Advocates, et al. v. City of Franklin, and Strauss Brands, LLC</i>, Milwaukee County Circuit Court, Case No. 20-CV-7031. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER M.24.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *Franklin Community Advocates, et al v. City of Franklin, and Strauss Brands, LLC*, Milwaukee County Circuit Court, Case No. 20-CV-7031 litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.


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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 16, 2023
REPORTS AND RECOMMENDATIONS	Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER A.25.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/16/23
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached minutes from the Special License Committee meeting of May 1, 2023 & License Committee Meeting of May 2, 2023.

1. Miscellaneous Licenses and Permits for May 16, 2023.

COUNCIL ACTION REQUESTED

1. As recommended by the License Committee for the meeting of May 16, 2023.



414-425-7500

License Committee
Agenda*
Franklin City Hall Health Wing
9229 W. Loomis Rd
Franklin, WI
May 16, 2023 – 4:00 p.m.

1.	Call to Order & Roll Call	Time:
2.	Citizen Comment	
3.	Approval of Minutes for Special License Committee Meeting of May 1, 2023.	
4.	Approval of Minutes for Regular License Committee Meeting of May 2, 2023.	
5.	License Applications Reviewed	Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 4:05 p.m.	Race Day Events – Elf Run/Winter Run series Person in Charge: Max Noll Location: Whitnall Park to South of West College Ave Date: 11/19/2023			
Extraordinary Entertainment & Special Event 4:10 p.m.	Rock Sports Complex – The Hill Has Eyes Person in Charge: Paul Cimoch Location: 7005 S. Ballpark Dr. Dates of Event: Fridays & Saturdays: 9/29 through 10/28/2023			
Operator 2023-2024 New	Melissa Soares Iron Mike's			
Operator 2023-2024 New	Kallie Berg Polish Center of Wisconsin			
Operator 2023-2024 New	Ashley Dyer Kwik Trip#287			
Operator 2023-2024 Renewal	Sandra Albert Hideaway Pub & Eatery			
Operator 2023-2024 Renewal	Thomas Balistreri Polish Center of Wisconsin			
Operator 2023-2024 Renewal	Sarah Berg Polish Center of Wisconsin			
Operator 2023-2024 Renewal	Joseph Cauley Rawson Pub			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	Eric Cottman Walgreens #05459			
Operator 2023-2024 Renewal	Samuel Danowski Kwik Trip#287			
Operator 2023-2024 Renewal	John Fenelon Kwik Trip#287			
Operator 2023-2024 Renewal	Jody Haase 7-Eleven			
Operator 2023-2024 Renewal	Lisa Hansen 7-Eleven			
Operator 2023-2024 Renewal	Sierra Helgeland Walgreens #05884			
Operator 2023-2024 Renewal	Jessica Hendren Romey's Place			
Operator 2023-2024 Renewal	Kimberly Hill Country Lanes Bowling Center			
Operator 2023-2024 Renewal	Andrew Hushek Polish Center of Wisconsin			
Operator 2023-2024 Renewal	Marie Idzikowski Polish Center of Wisconsin			
Operator 2023-2024 Renewal	Amber Ishaque Hideaway Pub & Eatery			
Operator 2023-2024 Renewal	John Janiszewski Polish Center of Wisconsin			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	Adam Jubeck Bowery Bar & Grill			
Operator 2023-2024 Renewal	Nathaniel Kaluzny Walgreens #05459			
Operator 2023-2024 Renewal	Kim Kuklinski Kwik Trip #287			
Operator 2023-2024 Renewal	Abi Masloroff Walgreens #15020			
Operator 2023-2024 Renewal	Justin Monnie Pick'n Save #6431			
Operator 2023-2024 Renewal	Sarah Nickolaus Walgreens #05884			
Operator 2023-2024 Renewal	Martha Norman Polish Center of Wisconsin			
Operator 2023-2024 Renewal	Michael Norman Polish Center of Wisconsin			
Operator 2023-2024 Renewal	Amy Ottaviani Irish Cottage			
Operator 2023-2024 Renewal	Kelly Ottoson Irish Cottage			
Operator 2023-2024 Renewal	Victoria Pitts Michaelangelo's Pizza			
Operator 2023-2024 Renewal	Laura Rogers Kwik Trip #287			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	Bobette Sakiewicz Walgreens #05884			
Operator 2023-2024 Renewal	Alexander Sawyer-Young CVS Pharmacy #5390			
Operator 2023-2024 Renewal	Nicole Stankowski Bowery Bar & Grill			
Operator 2023-2024 Renewal	Katiana Valle Walgreens #05459			
Operator 2023-2024 Renewal	Denise Widenski Kwik Trip #287			
Operator 2023-2024 Renewal	Remy Ziolkowski The Rock Sports Complex			
Day Care 2023-2024	DBA Ingenious, Inc. Ingenious, Inc. Banmeet Dadwal 7260 S 76 th St			
Day Care 2023-2024	DBA Kids Connection of Rawson Cadence Education, LLC Katelyn Rekowski 3130 W Rawson Ave			
Class A Combination 2023-2024	DBA 7-Eleven Dairyland Retail Group LLC Elizabeth Evans, Agent 7610 W Rawson Ave			
Class A Combination 2023-2024	DBA Andy's On Ryan Rd Ryan Fuel LLC Kavita Khullar, Agent 5120 W Ryan Rd			
Class A Combination 2023-2024	DBA CVS Pharmacy #5390 Wisconsin CVS Pharmacy LLC Nicole Baker, Agent 5220 W Rawson Ave			
Class A Combination 2023-2024	DBA Discount Cigarettes & Liquor Andyone Inc Sunny Patel, Agent 6507A S 27th St			

Type/ Time	Applicant Information	Approve	Hold	Deny
Class A Combination 2023-2024	DBA Franklin Liquor Store New Liquor & Food Inc Gurjeet Singh, Agent 8305 S 27th St			
Class A Combination 2023-2024	DBA Kwik Trip #287 Kwik Trip Inc Jill Le Claire, Agent 5040 W Rawson Ave			
Class A Combination 2023-2024	DBA Kwik Trip #857 Kwik Trip Inc Michael Roberts, Agent 10750 W Speedway Dr			
Class A Combination 2023-2024	DBA Mann Liquor & Indian Grocery Nerankar LLC Vinder Kumar, Agent 7158 S 76th St			
Class A Combination 2023-2024	DBA Midtown Gas & Liquor Jujhar LLC Hardip Bhatti, Agent 11123 W Forest Home Ave			
Class A Combination 2023-2024	DBA Pick 'n Save #6360 Ultra Mart Foods LLC Ricky Kloth, Agent 7201 S 76th St			
Class A Combination 2023-2024	DBA Pick 'n Save #6431 Mega Marts LLC Mark Waraksa, Agent 7780 S Lovers Lane Rd			
Class A Combination 2023-2024	DBA Sam's Club #8167 Sam's East Inc Tiffany Jones, Agent 6705 S 27th St			
Class A Combination 2023-2024	DBA Sendik's Food Market Sendik's Franklin LLC Theodore Balistreri, Agent 5200 W Rawson Ave			
Class A Combination 2023-2024	DBA Target Store T-2388 Target Corporation Jairo Barron, Agent 7800 S Lovers Lane Rd			
Class A Combination 2023-2024	DBA Walgreens #05459 Walgreen Co Austin Korth, Agent 9909 W Loomis Rd			
Class A Combination 2023-2024	DBA Walgreens #05884 Walgreen Co Brian Hilber, Agent 9527 S 27th St			

Type/ Time	Applicant Information	Approve	Hold	Deny
Class A Combination 2023-2024	DBA Walgreens #15020 Walgreen Co Elaine Blumreiter, Agent 7130 S 76th St			
Class A Combination 2023-2024	DBA Walmart #1551 Wal-Mart Stores East LP Heather Burns, Agent 6701 S 27th St			
Class B Beer 2023-2024	DBA Crossroads II Pizza & Subs M Squared Inc Michael Falk, Agent 11357 W St Martins Rd			
Class B Beer 2023-2024	DBA Marcus Showtime Cinema Marcus Cinemas of Wisconsin LLC David Metz, Agent 8910 S 102 St			
Class B Beer Class C Wine 2023-2024	DBA India Palace Dhiman LLC Deepak Dhiman, Agent 7107 S 76th St			
Class B Beer Class C Wine 2023-2024	DBA Lovers Lane Sushi & Seafood Buffet Lover Lane Buffet Inc Jiangduan Jiang, Agent 6514 S Lovers Lane Rd			
Class B Beer Class C Wine 2023-2024	DBA Sweet Basil Sweet Basil MKE LLC Kenneth Sithy, Agent 6509 S 27th St			
Class B Combination 2023-2024	DBA The Bowery Bar & Grill The Bowery LLC Roger Hein, Agent 3023 W Ryan Rd			
Class B Combination 2023-2024	DBA Casa Di Giorgio RLGIDI, Inc Rex Idrizi, Agent 3137 W Rawson Ave			
Class B Combination 2023-2024	DBA Chili's Bar & Grill Brinker Restaurant Corporation Alexandra Mather, Agent 6439 S 27 th St			
Class B Combination, Entertainment & Amusement, Bowling 2023-2024	DBA Country Lanes Bowling Center Country Lanes Bowling LLC Kevin Meier, Agent 11231 W Forest Home Ave			
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Croatian Park Federation of Croatian Societies Inc Josip Veber, Agent 9100 S 76 th St			

Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination 2023-2024	DBA Green Tea Garden M&W Lueng LLC May Lueng, Agent 7236 S 76 th St			
Reserve Class B Combination 2023-2024	DBA Hampton Inn & Suites Milwaukee/Franklin FF&E LLC Jefferson Calimlim, Agent 6901 S 76 th St			
Class B Combination 2023-2024	DBA The Hideaway Pub & Eatery Franklin Food & Beverage LLC Frank Orcholski, Agent 9643 S 76 th St			
Class B Combination 2023-2024	DBA Honey Butter Café Pantheon of Wisconsin, Inc Debbie Koutromanus, Agent 7221 S 76 th St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Irish Cottage Irish Cottage of Franklin LLC Jenny Jennings, Agent 11433 W Ryan Rd			
Class B Combination Entertainment & Amusement 2023-2024	DBA Iron Mike's Jax on 27th LLC William Rushman, Agent 6357 S 27 th St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Landmark The Landmark of Franklin LLC Lorie Beth Knaack-Helm, Agent 11401 W Swiss St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Little Cancun Restaurant Little Cancun LLC Veronica Cervera, Agent 7273A S 27 th St			
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Luxe/Dog Haus/The Bricks BPC Golf Entertainment LLC Thomas Johns, Agent 7065 S Ballpark Dr			
Class B Combination 2023-2024	DBA Michaelangelo's Pizza Robley Tech, Inc Dennis Rau, Agent 8330 W Puetz Rd			
Reserve Class B Combination 2023-2024	DBA Milwaukee Burger Co. Hudson Burger, LLC Jessica Cullen, Agent 6421 S 27 th St			
Class B Combination 2023-2024	DBA Mimosa Enthusiast Approved LLC Apostolos Evreniadis, Agent 9405 S 27 th St			

Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination Entertainment & Amusement 2023-2024	DBA Mulligan's Irish Pub & Grill B S T LLC Brian Francis, Agent 8933 S 27 th St			
Class B Combination Entertainment & Amusement 2023-2024	DBA On The Border H, B & H, LLC Gerald Hay, Agent 10741 S 27 th St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Point After Pub & Grille Point After, LLC Darryl Malek, Agent 7101 S 76 th St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Polish Center of Wisconsin Polish Heritage Alliance Inc Jeffrey Kuderski, Agent 6941 S 68 th St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Polonia Sport Club Polonia Sport Club Inc Irene Hawkinson, Agent 10200 W Loomis Rd			
Class B Combination Entertainment & Amusement 2023-2024	DBA Rawson Pub Rawson Pub, Inc Steven Schweitzer, Agent 5621 W Rawson Ave			
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Rock Snow Park Rock Snow Park, LLC Michael Schmitz, Agent 7011 S Ballpark Dr			
Class B Combination, Entertainment & Amusement, Drive-In Movie Theater 2023-2024	DBA Rock Sports Complex The Rock Sports Complex, LLC Thomas Johns, Agent 7005 S Ballpark Drive			
Class B Combination 2023-2024	DBA Romey's Place Romey's Place LLC Nathan Fabry, Agent 7508 S North Cape Rd			
Class B Combination, Entertainment & Amusement, Bowling 2023-2024	DBA Root River Center Root Group LLC David Church, Agent 7220 W Rawson Ave			
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Staybridge Suites Milwaukee Airport South Dadaswami Hospitality LLC Vicki Jesson, Agent 9575 S 27 th St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Swiss Street Pub & Grill R&C PUB & GRUB LLC Chrystal Rausch, Agent 11430 W Swiss Street			

Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination 2023-2024	DBA Toscana Restaurant Kriton & Ermira LLC Ermira Lazaj, Agent 8405 S 27 St			
Class B Combination, Country Club, Entertainment & Amusement 2023-2024	DBA Tuckaway Country Club Tuckaway Country Club Joel Voisin, Agent 6901 W Drexel Ave			
Class B Combination 2023-2024	DBA Wegner's St Martins Inn St Martins Inn, LLC Dennis Wegner, Agent 11318 W St Martins Rd			
6.	Adjournment	Time:		

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414-425-7500

Special License Committee
Agenda Minutes*
Franklin City Hall Hearing Room
9229 W. Loomis Rd
Franklin, WI
May 1, 2023 – 4:00 p.m.

1.	Call to Order & Roll Call – Alderman Craig & Alderwoman Eichmann Present; Alderwoman Day Not Present	Time: 4:03 p.m.
2.	Administrative Roles & Procedures	
3.	Vote for Chair & Co-Chair of License Committee – Alderman Craig named Chair of Committee as Per Policy	
4.	License Applications Reviewed	Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 New	Nastulski, Stella A Pick'n Save #6431	√		
Operator 2023-2024 New	Pyan, Haley M Root River Center	√		
Operator 2023-2024 New	Soares, Melissa M Iron Mike's	√ Upon Correction of Application		
Operator 2022-2023 New	Craycraft, Jennifer A Irish Cottage	√ Upon Correction of Application		
Operator 2023-24 Renewal	Craycraft, Jennifer A Irish Cottage	√ Upon Correction of Application		
Operator 2022-2023 New	Englund, Jennifer M Hideaway Pub & Eatery	√ Upon Correction of Application		
Operator 2023-24 Renewal	Englund, Jennifer M Hideaway Pub & Eatery	√ Upon Correction of Application		
Operator 2022-2023 New	Mann, Sudeep S Mann Liquor & Indian Grocery	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-24 Renewal	Mann, Sudeep S Mann Liquor & Indian Grocery	√		
Operator 2022-2023 New	Nondahl, Rachel L The Rock Sports Complex	√ Upon Correction of Application		
Operator 2023-24 Renewal	Nondahl, Rachel L The Rock Sports Complex	√ Upon Correction of Application		
Operator 2022-2023 New	Semanski, Joshua R The Rock Sports Complex	√		
Operator 2023-24 Renewal	Semanski, Joshua R The Rock Sports Complex	√		
Operator 2022-2023 New	Taylor, Kiara S A Milwaukee Burger Company	√		
Operator 2023-24 Renewal	Taylor, Kiara S A Milwaukee Burger Company	√		
Operator 2022-2023 New	Ulfig, Gwen C The Rock Sports Complex	√		
Operator 2023-24 Renewal	Ulfig, Gwen C The Rock Sports Complex	√		
Operator 2022-2023 New	Wahhab, Salma Walgreens #05884	√		
Operator 2023-24 Renewal	Wahhab, Salma Walgreens #05884	√		
Operator 2023-24 Renewal	Arteaga, Geraldine L Walgreens #15020	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-24 Renewal	Balcerzak, Amy B Walgreens #15020	√		
Operator 2023-24 Renewal	Bartolone, Michael J On the Border	√		
Operator 2023-24 Renewal	Bhatti, Brandon S Midtown Gas & Liquor	√		
Operator 2023-24 Renewal	Bishop, Joshua I On the Border	√		
Operator 2023-24 Renewal	Braovac, John D Croatian Park	√		
Operator 2023-24 Renewal	Bresette, Tammy M Root River Center	√		
Operator 2023-24 Renewal	Canales, William J On the Border	√		
Operator 2023-24 Renewal	Cherek, Tyler J Crossroads II Pizza & Sub	√		
Operator 2023-24 Renewal	De George, Susan M Point After Pub & Grille	√		
Operator 2023-24 Renewal	Deputy, Jennifer M Root River Center	√		
Operator 2023-24 Renewal	Djurina, Milan Croatian Park	√		
Operator 2023-24 Renewal	Drewek, Marcus C Root River Center	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-24 Renewal	Erwin, Catherine L Luxe Golf	√		
Operator 2023-24 Renewal	Ewig, Christopher A Iron Mike's	√		
Operator 2023-24 Renewal	Fisher, Heidi A Point After Pub & Grille	√		
Operator 2023-24 Renewal	Flores, Peggy A Mimosa	√		
Operator 2023-24 Renewal	Graf, Corie L Iron Mike's	√		
Operator 2023-24 Renewal	Haley, Jenna K Crossroads II Pizza & Subs	√		
Operator 2023-24 Renewal	Heisel, Hydn T Iron Mike's	√		
	Alderman Eichmann moved and Alderman Craig seconded to adjourn this special meeting at 5:07 p.m. Motion Carried.			
	The following operator licenses were adjourned to the 5/2/2023 License Committee Meeting			
Operator 2023-24 Renewal	Hoffmann, Carinn N The Rock Sports Complex	√		
Operator 2023-24 Renewal	Holtz, Matthew A Crossroads II Pizza & Subs	√		
Operator 2023-24 Renewal	Jaskie, Shane R Iron Mike's	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-24 Renewal	Jin, Yannie Lovers Lane Sushi & Seafood Buffet	√		
Operator 2023-24 Renewal	Kais, Kevin K Walgreens #15020	√		
Operator 2023-24 Renewal	Karow, Jenel M The Rock Sports Complex	√		
Operator 2023-24 Renewal	Kaur, Navdeep Mann Liquor & Indian Grocery	√		
Operator 2023-24 Renewal	Klafka, Taylor I Rawson Pub	√		
Operator 2023-24 Renewal	Krasinski, Miranda F Point After Pub & Grille	√		
Operator 2023-24 Renewal	Kust, Apolonia P Crossroads II Pizza & Subs	√		
Operator 2023-24 Renewal	Lesser, Colleen L On the Border	√		
Operator 2023-24 Renewal	Lloyd, Michael J The Rock Sports Complex	√		
Operator 2023-24 Renewal	Losiniecki, Amanda N Milwaukee Burger Company	√		
Operator 2023-24 Renewal	Maglio, Sara A Root River Center	√		
Operator 2023-24 Renewal	Mashkina, Nadiya Walgreens #15020	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-24 Renewal	Mayer, Brianna M Point After Pub & Grille	√		
Operator 2023-24 Renewal	McMillan, Ciara M Point After Pub & Grille	√		
Operator 2023-24 Renewal	Mlynczak, Susan Point After Pub & Grille	√		
Operator 2023-24 Renewal	Okrzesik, Tyler K Milwaukee Burger Company	√		
Operator 2023-24 Renewal	Olszewski, Derek J On the Border	√		
Operator 2023-24 Renewal	Otto, Lori A Rawson Pub	√		
Operator 2023-24 Renewal	Page, Andrew M Point After Pub & Grille	√		
Operator 2023-24 Renewal	Patel, Amrish H Discount Cigarettes & Liquor	√		
Operator 2023-24 Renewal	Planton, Allison M The Rock Sports Complex	√		
Operator 2023-24 Renewal	Pollack, Joseph M On the Border	√		
Operator 2023-24 Renewal	Rinke, Kristen L Hideaway Pub & Eatery	√		
Operator 2023-24 Renewal	Singh, Agyapal Discount Cigarettes & Liquor	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-24 Renewal	Smith, Hollie C Walgreens #15020	√		
Operator 2023-24 Renewal	St Louis, Jessica N The Landmark	√		
Operator 2023-24 Renewal	Stork, Nadine A Walgreens #15020	√		
Operator 2023-24 Renewal	Surma, Mckenna E Milwaukee Burger Company	√		
Operator 2023-24 Renewal	Trippler, Stacie L On the Border	√		
Operator 2023-24 Renewal	Varga, Kathleen A Walgreens #15020	√		
Operator 2023-24 Renewal	Villa, Juan J On the Border	√		
Operator 2023-24 Renewal	Walker, Adaira D On the Border	√		
Operator 2023-24 Renewal	Williams, Michael S Croatian Park	√		
Operator 2023-24 Renewal	Wotnoske, Erika A The Rock Sports Complex	√		
Operator 2023-24 Renewal	Zalewski, Raquel Rawson Pub	√		
5.	Adjournment			

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414-425-7500

License Committee
Agenda Minutes*
Franklin City Hall Hearing Room
9229 W. Loomis Rd
Franklin, WI
May 2, 2023 – 4:00 p.m.

1.	Call to Order & Roll Call – Alderman Craig & Alderwoman Day; Alderwoman Eichmann joined at 4:02 p.m.	Time: 4:01 p.m.
2.	Citizen Comment – No Citizen Comments	
3.	Approval of Minutes for Regular License Committee Meeting of April 3, 2023 – Alderwoman Day moved and Alderwoman Eichmann seconded. All voted Aye: Motion carried.	
4.	License Applications Reviewed	Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event and Temporary Class B Beer 4:05 p.m.	Scottish Festivals, Inc.: Scottish Fest – Highland Games Person in Charge: David Berger Location: Croatian Park at 9100 S. 76 th St. Date: 6/3/2023	√		
Extraordinary Entertainment & Special Event 4:10 p.m.	Root River Center – Outdoor Live Music Event Person in Charge: David Church Location: 7220 W. Rawson Ave. Dates: 6/2 and 6/3/2023	√		
Extraordinary Entertainment & Special Event Temporary Class B Beer 4:15 p.m.	Xaverian Missionaries – Annual Festival Person in Charge: Fr. Alejandro Rodriguez Location: Xaverian Missionaries at 4500 W. Xavier Dr. Dates & Times of Event: 6/24 and 6/25/2023	√		
Extraordinary Entertainment & Special Event 4:25 p.m.	Rock Sports Complex – Summer Concert Series '23 Person in Charge: Paul Cimoch Location: 7900 S. Ballpark Dr. Dates of Event: Every Saturday from 6/4 through 9/30/2023 and Tuesday, 7/4/2023 and Sunday, 9/3/2023	√		
Extraordinary Entertainment & Special Event 4:30 p.m.	Rock Sports Complex – The Hill Has Eyes Person in Charge: Paul Cimoch Location: 7005 S. Ballpark Dr. Dates of Event: Fridays & Saturdays: 9/29 through 10/28/2023	√		
Amendment to Public Grant Application for Franklin Health Department 2023 Events	Change Date of Franklin Health Department Outdoor Movie Night Changing Date of Outdoor Movie Night from 8/25 to 8/5, 2023 Ellen Henry, Franklin Health Department	√		
Amusement Device Operator 2023-2024	American Entertainment Services, Inc W337 S5059 Hwy GG Dousman, WI 53118 Kenneth Grothman	√		
Amusement Device Operator 2023-2024	National Amusement Systems 2740 S 9 th Pl Milwaukee, WI 53215 Janis Thein	√		


Type/ Time	Applicant Information	Approve	Hold	Deny
Amusement Device Operator 2023-2024	National Entertainment Network, LLC 246 S Taylor Ave, Unit 200 Louisville, CO 80027 Nicholas Miceli	√		
Amusement Device Operator 2023-2024	Red's Novelty Ltd 1921 S 74 St West Allis, WI 53219 Jay Jacomet	√		
Amusement Device Operator 2023-2024	Reggie's Amusements, LLC 4918 S Packard Ave Cudahy, WI 53110 Reginald Zeniecki	√		
Amusement Device Operator 2023-2024	Wisconsin P & P Amusement 12565 W Lisbon Rd Brookfield, WI 53005 Michael Weigel	√		
Auto Salvage 2023-2024	DBA Al's Auto Salvage Al's Auto Salvage, Inc 10942 S 124 th St Albert Schill	√		
Day Care 2023-2024	DBA Discovery Days of Franklin Cadence Education, LLC 9758 S Airways Ct Andrea Bustillos	√		
Day Care 2023-2024	DBA Faith Academy Faith Community Church, Inc. 7260 S 76 St Jane Zimmerman	√		
Day Care 2023-2024	DBA Jubilee Christian School Jubilee Faith Center, Inc 3639 W Ryan Rd Tanya Soich	√		
Day Care 2023-2024	DBA Falk Park KinderCare Learning Center Kindercare Learning Centers LLC 7363 S 27 th St Michelle Swikert	√		
Day Care 2023-2024	DBA LMN's Operation Playground L & T Norgel, LLC 11224 W Forest Home Ave Lisa Norgel	√		
Entertainment & Amusement 2023-2024	DBA Innovative Health & Fitness Innovative Health & Fitness Building, LLC 8800 S 102 nd St Scott Cole	√		
Entertainment & Amusement 2023-2024	DBA Oakwood Park Golf Course Milwaukee County Parks 3600 W Oakwood Rd Joshua Zuba	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Entertainment & Amusement 2023-2024	DBA Whitnall Park Golf Course Milwaukee County Parks 6751 S 92 nd St Joshua Zuba	√		
Mobile Home 2023-2024	DBA Badger Mobile Home Park Badger MHP, LLC 6405 S 27 th St Renee Peters	√		
Mobile Home 2023-2024	DBA Franklin Mobile Estates Franklin Mobile, LLC 6361 S 27 th St David Steinberger	√		
Operator 2023-2024	Carry-over Operator Licenses from Special License Committee Meeting on May 1, 2023 from Hoffmann, Carinn N through Zalewski, Raquel Resumed review at 5:17 p.m.			
Operator 2023-2024 New	Haskey, Mitchell E The Rock Sports Complex	√		
Operator 2023-2024 New	Katroshi, Indrit No Location	√		
Operator 2023-2024 New	Vespalec, Jazmin K Iron Mike's	√ Upon Correction of Application		
Operator 2022-2023 New	Alvarez, Angelina M Walgreens #15020	√		
Operator 2023-2024 Renewal	Alvarez, Angelina M Walgreens #15020	√		
Operator 2022-2023 New	Griffin, Brittany A Sam's Club #8167	√ Upon Correction of Application		
Operator 2023-2024 Renewal	Griffin, Brittany A Sam's Club #8167	√ Upon Correction of Application		
Operator 2022-2023 New	Lindl, Ashtyn M Milwaukee Burger Company	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	Lindl, Ashtyn M Milwaukee Burger Company	√		
Operator 2022-2023 New	Wilka, Jack K The Rock Sports Complex	√		
Operator 2023-2024 Renewal	Wilka, Jack K The Rock Sports Complex	√		
Operator 2023-2024 Renewal	Blum, Ryan M The Rock Sports Complex	√		
Operator 2023-2024 Renewal	Cieslak, Tadeusz A Polonia Sport Club	√		
Operator 2023-2024 Renewal	Cihler, Nicholas A On the Border	√		
Operator 2023-2024 Renewal	Gagliano, April H Bowery Bar & Grill	√		
Operator 2023-2024 Renewal	Marlow-Fowler, Xavier C Walgreens# 15020	√		
Operator 2023-2024 Renewal	Michel, Jane M Andy's on Ryan	√		
Operator 2023-2024 Renewal	Perelgut, Savannah L The Rock Sports Complex	√		
Operator 2023-2024 Renewal	Popp, Denise K Romey's Place	√		
Operator 2023-2024 Renewal	Rabiega, Richard G Polonia Sport Club	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	Rendall, Amy J Bowery Bar & Grill	√		
Operator 2023-2024 Renewal	Salas, Nicole W Bowery Bar & Grill	√		
Operator 2023-2024 Renewal	Sawinski, Brian K Franklin Civic Celebration	√		
Operator 2023-2024 Renewal	Shallow, Rebekah L Root River Center	√		
Operator 2023-2024 Renewal	Thousand, Katelyn A Country Lanes Bowling Center	√		
Operator 2023-2024 Renewal	Topetzes, Theofania C Honey Butter Cafe	√		
Operator 2023-2024 Renewal	Vargas, Isaiah J Sendik's Food Market	√		
5.	Adjournment	Aldерwoman Day moved and Aldерwoman Eichmann seconded to adjourn at 5:59 p.m.		

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 5-16-23
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated April 28, 2023 through May 11, 2023, Nos 192495 through Nos 192689 in the amount of \$ 1,686,385 51 Also included in this listing are EFT's Nos 5315 through EFT Nos 5323, Library vouchers totaling \$ 1,079 27, Water Utility vouchers totaling \$ 753,617 63 and Property Tax Refunds in the amount of \$ 1,436 42

Early release disbursements dated April 28, 2023 through May 10, 2023 in the amount of \$ 499,103 44 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 470 through Nos 471 dated April 28, 2023 through May 10, 2023 in the amount of \$ 1,436 42 These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated May 5, 2023 is \$ 434,894 31, previously estimated at \$ 445,000 Payroll deductions dated May 5, 2023 are \$ 230,731 91, previously estimated at \$ 241,000

The estimated payroll for May 19, 2023 is \$ 450,000 with estimated deductions and matching payments of \$ 490,000

The estimated payroll for June 2, 2023 is \$ 440,000 with estimated deductions and matching payments of \$ 235,000

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of May 11, 2023 in the amount of \$ 1,686,385 51 and
- Property Tax disbursements with an ending date of May 10, 2023 in the amount of \$ 1,436 42 and
- Payroll dated May 5, 2023 in the amount of \$ 434,894 31 and payments of the various payroll deductions in the amount of \$ 230,731 91, plus City matching payments and
- Estimated payroll dated May 19, 2023 in the amount of \$ 450,000 and payments of the various payroll deductions in the amount of \$ 490,000, plus City matching payments
- Estimated payroll dated June 2, 2023 in the amount of \$ 440,000 and payments of the various payroll deductions in the amount of \$ 235,000, plus City matching payments

ROLL CALL VOTE NEEDED