

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

REVISED\*  
CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*\*  
TUESDAY MAY 2, 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 April 18, 2023.
- D. Hearings.
- E.\* Organizational: Mayoral and Aldermanic Boards and Commission Appointments:
  - 1. Deborah Davis, 9460 S. 96<sup>th</sup> St, Ald. Dist. 1 – Board of Health (2 year unexpired term expiring 4/30/24).
  - 2. James Rydlewicz, 9901 W. Rawson Ave., Ald. Dist. 2 – Board of Health (2 year unexpired term expiring 4/30/24).
  - 3. Justin Lockridge, 7108 W. Rawson Ave, Ald. Dist. 2 – Economic Development Commission (1 year unexpired term expiring 6/30/23).
  - 4. Justin Lockridge, 7108 W. Rawson Ave, Ald. Dist. 2 – Economic Development Commission (1 year term expiring 6/30/24).
  - 5. Dale Wikel, 3755 W. Sharon Ln., Ald. Dist. 5 – Personnel Committee (3 year term expiring 4/30/26).
  - 6. Tom Traynor, 7951 S. 43rd St., Ald. Dist. 5 – Personnel Committee (3 year term expiring 4/30/26).
  - 7. Mohanned Nowman, 4455 W. Woodland Dr., Ald. Dist. 3 – Finance (1 year term expiring 4/30/24).
  - 8. Dianna Peccarelli, 8018 S. Forest Meadows Dr., Ald. Dist. 1 – Alderwoman Eichmann (Dist. 2) appointment to Board of Review (3 year term expiring 4/20/26).
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Franklin Civic Celebrations Commission request a new event: Home for the Holidays, Santa’s Workshop and Market is a part of Home for the Holidays. Request for 2023 and 2024 Market Vendor Contracts.

2. A Resolution Authorizing the Enhancement of an Existing Fence Within the 20-Foot Drainage Easement Upon Lot 36 of Mission Ridge Addition No.1 (4733 West Vanderheyden Drive) (TKN 740-0057-000) (Brian & Karen Schmidt, Applicants).
3. Recommendation from the Committee of the Whole Meeting of May 1, 2023:
  - (a) Overview and Presentation by the Department of City Development Staff of the Unified Development Ordinance Noise Regulations.
  - (b) Enforcement Procedures Regarding Unified Development Ordinance Section 15-3.1107 “Noise.”
  - (c) Overview and Presentation by Department of City Development Staff Regarding Temporary Uses and Extraordinary Entertainment and Special Events Regulations and Permits.
4. Request Council Approval to Accept \$1,640.00 in Public Donations and to Spend the Donations Towards Franklin Fire Department’s Emergency Medical Service (EMS) Specialty Equipment.
5. 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).
6. 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).
7. 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.
8. Request for Approval of 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.
9. A Resolution to Accept a Water Main Easement from 5040 W. Rawson Avenue, Kwik Trip, Inc., (TKN 740-9988-008).
10. 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).
11. 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).
12. A Resolution Authorizing Certain Officials to Accept a Landscape Bufferyard Easement for and as Part of the Approval of a Final Plat for the Tess Creek Estates Subdivision Upon Property Located at 11595 and 11600 West Forest Home Avenue (Forest Home Investors, LLC, Property Owner).
13. Authorization of Payment to Accelerate Professional Talent Solutions for the Contracting Fee Regarding the Filling of a Planning Manager Position.
14. Designation of Official Newspaper.

## Common Council Meeting Agenda

May 2, 2023

Page 3

15. Approval of Event Service Agreement with Service Sanitation for 2023 St. Martins Fair Portable Restroom/Handwash Facilities.
16. 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 to W. Rawson Avenue (CTH BB) in the Amount of \$307,500.
17. A 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.
18. A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel (TKN 754-9008-000).
19. 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.
20. Confirmation of the Appointment of Kelly Hersh as Director of Administration. The Common Council may enter closed session 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.
21. Common Council Consideration of Code of Conduct Complaints. The Common Council may enter closed session pursuant to Wis. Stat. §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.

### H. Licenses and Permits:

1. Special License Committee Meeting of May 1, 2023.
2. License Committee Meeting of May 2, 2023.

### I. Bills.

Request for Approval of Vouchers and Payroll.

**Common Council Meeting Agenda**

May 2, 2023

Page 4

**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 4	Plan Commission	7:00 p.m.
May 16	Common Council Meeting	6:30 p.m.
May 18	Plan Commission	7:00 p.m.
May 29	City Hall Closed-Memorial Day	



CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
APRIL 18, 2023  
MINUTES

- ROLL CALL                   A.       The regular meeting of the Franklin Common Council was held on April 18, 2023, Oaths of office were read for Mayor Nelson, Alderman Hasan, District #3, Alderwoman Day, District #4 and Alderman Craig, District #6 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 6:36 p.m. and was closed at 6:47 p.m.
- MINUTES  
APRIL 3, 2023               C.       Alderwoman Eichmann moved to approve the minutes with the change to item G.13. from accept to receive of the regular Common Council meeting of April 3, 2023. Seconded by Alderman Craig. All voted Aye; motion carried.
- COUNCIL PRESIDENT       E.1.     Alderwoman Eichmann, Alderman Barber and Alderwoman Day moved to nominate themselves as Council President. Mayor Nelson moved to close nominations. Upon vote by paper ballot, Alderwoman Eichmann received three votes, Alderman Barber received two votes and Alderwoman Day received one vote for Council President. Alderwoman Eichmann has been voted in as Council President. Motion carried.
- MAYORAL  
ALDERMANIC  
APPOINTMENTS           E.2.     Alderman Holpfer moved to confirm the following Mayoral Aldermanic appointments:
- (a) Alderman Holpfer - Finance Committee, 1 year term expiring 4/15/24.
  - (b) Alderwoman Eichmann - License Committee, 1 year term expiring 4/15/24.
  - (c) Alderwoman Eichmann - Library Board, 2 year term expiring 4/14/25.
  - (d) Alderman Hasan - Board of Public Works, 3 year term expiring 4/20/26.
  - (e) Alderman Hasan - Personnel Committee, 3 year term expiring 4/20/26.
  - (f) Alderman Hasan - Quarry Monitoring Committee, 3 year term expiring 5/01/26.

- (g) Alderwoman Day - Finance Committee, 1 year term expiring 4/15/24.
- (h) Alderwoman Day - License Committee, 1 year term expiring 4/15/24.
- (i) Alderwoman Day - Plan Commission, 1 year term expiring 04/15/24.
- (j) Alderwoman Day - Parks Commission, 1 year term expiring 4/15/24.
- (k) Alderman Craig - Environmental Commission, 1 year term expiring 4/15/24.
- (l) Alderman Craig - License Committee, 1 year term expiring 4/15/24.
- (m) Alderman Craig - Fair Commission, 3 year term expiring 4/20/26.
- (n) Alderman Craig - Finance Committee, 1 year term expiring 4/15/24.

Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

MAYORAL BD./COMM. E.3.  
APPOINTMENTS

Alderwoman Day moved to remove item (kk) to take separate action on this appointee. Seconded by Alderman Holpfer. On a roll call, all voted Aye. Motion carried.

Alderwoman Day moved to deny the appointment of Mr. Pelkey (item kk) to the Board of Review. Seconded by Alderman Barber. On a roll call, two voted Aye; four voted No – Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderman Craig. Motion failed 2-4.

Alderman Craig moved to approve the remainder of the candidates. Seconded by Alderwoman Eichmann. On a roll call, all voted Aye. Motion carried.

- (o) Donald Nierode, 9203 S. 44<sup>th</sup> St., Ald. Dist. 4 - Architectural Board (3 year term expiring 4/30/26).
- (p) David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6 - Architectural Board (3 year term expiring 4/30/26).
- (q) James Cieslak, 7568 S. 74th St., Ald. Dist. 5 - Environmental Commission (3 year term expiring 4/30/26).
- (r) Wayne Hustad, 10320 W. St. Martins Rd., Ald. Dist. 2 - Fair Commission (3 year term expiring 4/30/26).
- (s) Rosemarie Bosch, 11625 W. St. Martins Rd., Ald. Dist. 6 - Fair Commission (3 year term expiring 4/30/26).
- (t) Dennis Ciche, 8128 S. 43<sup>rd</sup> St., Ald. Dist. 5 - Finance Committee (1 year term expiring 4/30/24).

- (u) John Howard, 6658 W. Robinwood Ln., Ald. Dist. 5 - Finance Committee (1 year term expiring 4/30/24).
- (v) Joe Mercado, 10162 S. 34<sup>th</sup> St., Ald. Dist. 4 - Finance Committee (1 year term expiring 4/30/24).
- (w) Kathleen Schnagl, 3821 W. Glenwood Dr., Ald. Dist. 4 - Fire and Police Commission (5 year term expiring 4/30/28).
- (x) Scott Meade, 9420 S. 41<sup>st</sup> St., Ald. Dist. 4 - Technology Commission (3 year term expiring 4/30/26).
- (y) Steve Rekowski, 7565 S. Mission Dr., Ald. Dist. 2 - Board of Zoning and Building Appeals (3 year term expiring 4/30/26).
- (z) Dr. Henry Wengelewski, 3643 W. Sharon Ln., Ald. Dist. 5 - Board of Health (2 year term expiring 4/30/25).
- (aa) Patricia Nissen, 8010 W. Coventry Dr., Ald. Dist. 2 - Board of Health (2 year term expiring 4/30/25).
- (bb) Wayne Hustad, 10320 W. St. Martins Rd., Ald. Dist. 2 - Board of Health (2 year term expiring 4/30/25).
- (cc) Owen Poborsky, 2933 W. Drexel Ave., Ald. Dist. 4 - Parks Commission (3 year term expiring 4/30/26).
- (dd) Kristen Stanley, 10728 S. 92<sup>nd</sup> St., Ald. Dist. 1 - Parks Commission (3 year term expiring 4/30/26).
- (ee) Kevin Haley, 8945 S. 116<sup>th</sup> St., Ald. Dist. 6 - Plan Commission (3 year term expiring 4/30/26).
- (ff) James Witt, 6540 S. 51<sup>st</sup> St., Ald. Dist. 3 - Board of Public Works (3 year term expiring 4/30/26).
- (gg) Jonathan L. Webster, 4039 W. Cypress Ln., Ald. Dist. 3 - Board of Public Works (3 year term expiring 4/30/26).
- (hh) Rajiv Surana, 3754 W. Cypress Ln., Ald. Dist. 3 - Technology Commission (3 year term expiring 4/30/26).
- (ii) James Rehberger, 5522 County Line Rd., Ald. Dist. 4 - Technology Commission (3 year term expiring 4/30/26).
- (jj) Andrew Pelkey, 9320 W. Grandview Ct., Ald. Dist. 2 - Board of Review (3 year term expiring 4/20/26).
- (11) Amy Serafin, 9951 S. 112<sup>th</sup> St., Ald. Dist. 6 - Environmental Commission (3 year term expiring 4/30/26).
- (mm) Ryan Ross, 3800 W. Mary Ann Dr., Ald. Dist. 5 - Board of Zoning and Building Appeals (3 year term expiring 4/30/26).

WEED COMM.  
APPOINTMENT

- E.4. Alderman Holpfer moved to confirm the Mayoral Appointment of Weed Commissioner: Gene Ninnemann as Weed Commissioner for the calendar year of 2023 at a weed cutting fee of \$90/hour. Seconded by Alderwoman Day. All voted Aye; motion carried.

BOARD OF REVIEW  
ALD. DIST. 4  
APPOINTMENT

- E.5. Alderwoman Day moved to confirm Alderwoman Day's appointment of Dawn Kamalian, 3609 W. Sherwood Dr., Ald. Dist. 4, Board of Review (3 year term expiring 4/20/26). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- BOARD OF REVIEW  
ALD. DIST. 3  
APPOINTMENT
- E.6. Alderwoman Eichmann moved to confirm Alderman Hasan's appointment of James Luckey, 4925 W. Rawson Ave., Ald. Dist. 3, Board of Review (3 year term expiring 4/20/26). Seconded by Alderman Holpfer. All voted Aye; motion carried.
- BOARD OF REVIEW  
APPOINTMENT ALD.  
DIST. 6
- E.7. Alderwoman Eichmann moved to confirm Alderman Craig's appointment of Danelle Kenney, 12302 W. Loomis Ct., Ald. Dist. 6, Board of Review (3 year term expiring 4/20/26). Seconded by Alderwoman Day. On roll call, 4 Ayes, 1 No - Alderman Barber, 1 Abstention – Alderman Holpfer. Motion carried.
- FIRE DEPT. GRANT  
FROM WI DEPT. OF  
HEALTH FOR OPIOID  
KITS
- G.1. Alderman Holpfer moved to approve the Fire Department to apply for and accept a grant from the Wisconsin Department of Health for developing and distributing opioid Leave Behind Kits. Seconded by Alderman Hasan. All voted Aye; motion carried.
- FIRE DEPT. PURCHASE  
THERMAL IMAGING  
CAMERAS
- G.2. Alderman Barber moved to approve the purchase of nine (9) personal thermal imaging cameras at an anticipated cost of \$8,217.60 with the expenditure to be reimbursed by a safety grant from the League of Wisconsin Municipalities. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- 2024 BUDGET  
PREPERATION  
TIMETABLE
- G.3. Alderman Barber moved to approve the 2024 Annual Budget Preparation Timetable, dated April 18, 2023, as presented, subject to any future regular meeting schedule changes if so made by the Common Council. Seconded by Alderman Craig. All voted Aye; motion carried.
- RES. 2023-7970  
WE ENERGIES TO  
INSTALL ELECTRIC  
SERVICE AT S.  
HICKORY ST. AND W.  
ELM RD.
- G.4. Alderwoman Day moved to adopt Resolution No. 2023-7970, A RESOLUTION TO AUTHORIZE STAFF TO DIRECT WE ENERGIES TO INSTALL AN ELECTRIC SERVICE AND METER CABINET FOR STREET LIGHTING AT THE SOUTHEAST CORNER OF S. HICKORY ST. AND W. ELM RD. FOR \$2,287.12. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES 2023-7971  
QUIT CLAIM DEED  
PUBLIC RIGHT-OF-  
WAY TKN 881-9995-000
- G.5. Alderman Craig moved to adopt Resolution 2023-7971, A RESOLUTION TO RECORD QUIT CLAIM DEED FOR DEDICATION AND ACCEPTANCE OF RIGHT-OF-WAY FOR PUBLIC ROAD IMPROVEMENT (TKN 881-9995-000) with minor technical corrections. Seconded by Alderman Holpfer. All voted Aye; motion carried.

CLOSED SESSION  
APPOINTMENT OF  
PLANNING MANAGER -  
LAURIE MILLER

G.6. Alderman Barber moved to approve the nomination of Laurie Miller to the position of Planning Manager. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

VOUCHERS AND  
PAYROLL

I. Alderman Barber moved to approve City vouchers with an ending date of April 13, 2023, in the amount of \$1,706,322.24 and property tax disbursements with an ending date of April 12, 2023, in the amount of \$23,014.96, and payroll dated April 7, 2023 in the amount of \$450,025.38 and payments of the various payroll deductions in the amount of \$219,648.28, plus City matching payments and estimated payroll dated April 21, 2023 in the amount of \$450,000 and payments of the various payroll deductions in the amount of \$475,000, plus City matching payments. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried

PURCHASE THREE  
VIDEO SURVEILLANCE  
SYSTEM SOLUTIONS  
FROM HEARTLAND  
BUSINESS SYSTEMS

G.7. Alderman Craig moved to enter closed session at 7:29 p.m. for this subject matter item pursuant to Wis. Stat. §19.85(1)(d), to consider strategy for crime prevention, and the implementation of a program and policy and tools therefore for crime prevention, *i.e.*, cyberattack prevention and technological crimes in relation thereto, for the protection of the City's technical and information infrastructure and the City officials, employees and the public who use the system, and also pursuant to Wis. Stat. §19.85(1)(e), for competition and bargaining reasons with regard to the prevention protection program and this subject matter item, and the investing of public funds in relation thereto, and to reenter open session at the same place thereafter to act on such matter discussed. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 7:54 p.m., Alderman Barber moved to authorize the purchase and installation of three video surveillance system solutions from Heartland Business Systems at a total estimated cost of \$343,077.19, but not to exceed the allocated total funds of \$482,000.

The Police Department video surveillance project is quoted at \$211,233.86 with a \$9,000 first year support cost, not to exceed a maximum expenditure of \$247,000 within account 46-0211-5812-7102.

The City Hall video surveillance project is quoted at \$92,361.16 with a \$9,000 first year support cost, not to exceed a maximum expenditure of \$210,000 within account 46-0181-5499. Cost of server, software, installation and cabling for the Library, estimated at a cost of \$28,453.23 will also be applied to account 46-0181-5499.

The Public Library video surveillance project is quoted at \$21,482.17, with additional costs being offset by the City Hall project, not to exceed a maximum expenditure of \$25,000 within account 15-0511-5822. This is subject to any technical changes and modifications by IT Director, City IT staff and City Attorney.

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

Mayor Nelson moved to go into recess until 8:05 p.m.

Moved back into open session at 8:06 p.m.

CLOSED SESSION  
CODE OF CONDUCT

- G.8. Alderman Holpfer moved to enter closed session at 8:07 p.m. pursuant to Wis. Stat. § 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 Alderwoman Eichmann. On a roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:50 p.m., Alderman Holpfer moved to proceed as discussed in closed session including but not limited to the release of records as specified.

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

ADJOURNMENT

- J. Alderman Holpfer moved to adjourn the meeting of the Common Council at 8:52 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  05-02-23</p>
<p style="text-align: center;"><b>ORGANIZATIONAL BUSINESS</b></p>	<p style="text-align: center;"><b>REVISED Mayoral and Aldermanic Board and Commission Appointments</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  E. 1-8</p>

Mayoral and Aldermanic Boards and Commission Appointments:

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

**COUNCIL ACTION**

Motion to confirm the following Mayoral and Aldermanic appointments:

1. Deborah Davis, 9460 S. 96<sup>th</sup> St, Ald. Dist. 1 – Board of Health (2 year unexpired term expiring 4/30/24).
2. James Rydlewicz, 9901 W. Rawson Ave., Ald. Dist. 2 – Board of Health (2 year unexpired term expiring 4/30/24).
3. Justin Lockridge, 7108 W. Rawson Ave, Ald. Dist. 2 – Economic Development Commission (1 year unexpired term expiring 6/30/23).
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7. Mohammed Nowman, 4455 W. Woodland Dr., Ald. Dist. 3 – Finance (1 year term expiring 4/30/24).

8. Dianna Peccarelli, 8018 S. Forest Meadows Dr., Ald. Dist. 1 – Alderwoman Eichmann (Dist. 2) appointment to Board of Review (3 year term expiring 4/20/26).

CLERK



## Shirley Roberts

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Thursday, April 13, 2023 9:20 PM  
**To:** Lisa Huenig, Shirley Roberts, Karen Kastenson  
**Subject:** Volunteer Fact Sheet

**Name:** Deborah Davis  
**PhoneNumber:** 14143059505  
**EmailAddress:** deboradavisx@gmail.com  
**YearsasResident:** 24  
**Alderman:** 1  
**ArchitecturalBoard:** no  
**CivicCelebrations:** no  
**CommunityDevelopmentAuthority:** no  
**EconomicDevelopmentCommission:** no  
**EnvironmentalCommission:** no  
**FinanceCommittee:** no  
**FairCommission:** no  
**BoardofHealth:** yes  
**FirePoliceCommission:** no  
**ParksCommission:** no  
**LibraryBoard:** no  
**PlanCommission:** no  
**PersonnelCommittee:** no  
**BoardofReview:** no  
**BoardofPublicWorks:** no  
**QuarryMonitoringCommittee:** no  
**TechnologyCommission:** no  
**TourismCommission:** no  
**BoardofZoning:** no  
**WasteFacilitiesMonitoringCommittee:** no  
**BoardWaterCommissioners:** no  
**CompanyNameJob1:** UWM  
**CompanyAddressJob1:** 2400 E. Hartford Avenue  
**TelephoneJob1:** 414-229-4852  
**StartDateandPositionJob1:** January 2016 Adjunct Faculty  
**EndDateandPositionJob1:** Current Adjunct Faculty  
**CompanyNameJob2:** Sebastian Family Psychology Practice  
**AddressJob2:** 6025 N Green Bay Ave, FL 2, Milwaukee, WI 53209  
**TelephoneJob2:** 414 247 0801  
**StartDateandPositionJob2:** August 2019 /Licensed Professional Counselor

**EndDateandPositionJob2:** July 2022 / Licensed Professional Counselor  
**CompanyNameJob3:** Walker's Point Community Clinic  
**AddressJob3:** 130 W Bruce St, Unit 200, Milwaukee, WI 53204  
**TelephoneJob3:** 414 384 1400  
**StartDateandPositionJob3:** August 2014 Patient Support Specialist  
**EndDateandPositionJob3:** July 2019 Patient Support Specialist  
**Signature:** Deborah Davis  
**Date:** 4/13/2023  
**Signature2:** Deborah Davis  
**Date2:**  
**Address:** 9460 S 96th St.  
**PriorityListing:**  
**WhyInterested:** I am a mental health professional. I would like to contribute to the well-being of my community.  
**DescriptionofDutiesJob1:** Instructor in the Helen Bader Schol of Social Welfare  
**DescriptionofDutiesJob2:** Counseling  
**DescriptionofDutiesJob3:** Professional Counseling Mental Health Outreach and Education  
**AdditionalExperience:** I am a retired Milwaukee Public Schools secondary social studies teacher. I was also placed in an MPS school as a professional counselor. I am a caregiver for a parent with Alzheimer's, sensitive to the needs of the senior community and their caregivers.

[See Current Results](#)

City of Franklin  
9229 West Loomis Road  
Franklin, Wisconsin 53132



VOLUNTEER FACT SHEET

Thank-you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

**PERSONAL:**

Name JAMES A. RYDLEWICZ, MD  
Address 9901 W. RAWSON AVE., FRANKLIN, WI. 53132-1924  
Phone Number CELL: 414-791-6769, HOME: 414-425-5190  
E-Mail rydlewiczdr@aol.com/rydlewiczdr@ATT.NET  
Length of Time a Franklin Resident SINCE 1979  
Alderman or District Number 2<sup>nd</sup> DISTRICT.

**AREA OF INTEREST:** Please check the line next to the Board, Commission or Committee or area of greatest interest. If listing more than one, please prioritize your top three choices (3 being least priority).

- |  |  |
|--|--|
| <input type="checkbox"/> Architectural Review Board            | <input type="checkbox"/> Civic Celebrations Commission         |
| <input type="checkbox"/> Community Development Authority       | <input type="checkbox"/> Economic Development Commission       |
| <input type="checkbox"/> Environmental Commission              | <input type="checkbox"/> Finance Committee                     |
| <input type="checkbox"/> Fair Commission                       | <input checked="" type="checkbox"/> Board of Health            |
| <input checked="" type="checkbox"/> Fire and Police Commission | <input type="checkbox"/> Parks Commission                      |
| <input type="checkbox"/> Library Board                         | <input type="checkbox"/> Plan Commission                       |
| <input type="checkbox"/> Personnel Committee                   | <input type="checkbox"/> Quarry Monitoring Committee           |
| <input type="checkbox"/> Board of Public Works                 | <input type="checkbox"/> Board of Review                       |
| <input type="checkbox"/> Technology Commission                 | <input type="checkbox"/> Tourism Commission                    |
| <input type="checkbox"/> Board of Water Commissioners          | <input type="checkbox"/> Waste Facilities Monitoring Committee |
| <input type="checkbox"/> Board of Zoning & Building Appeals    |  |

Why are you interested in joining this (these) particular Board and/or Commission?

I would like to give back to my community now that I am retired. I have served the South Side of the Milwaukee community as an orthopedic surgeon since 1970. My leadership qualifications are: (1) State Representative to the American Board of Orthopedic Surgeons, one of 25 members who ran the society of 19,000 orthopedic surgeons in USA. (2) President of the Wisconsin State Orthopedic Society for 4 years (3) State representative for the State Orthopedic surgeons for 18 years at the Wisconsin State Medical Society.

**VOLUNTEER OR WORK EXPERIENCE**

(Begin with your most recent employment and continue with all past 10 years of employment. Please attach additional paper or include resume, if available.)

Company Name: <i>Milwaukee Clinic of Orthopedic Surgery</i>	Address: <i>7400 W. Rawson Ave Franklin, WI.</i>	Telephone: <i>414-321-8960 -</i>
Date started: <i>August 1974</i>	Starting Position: <i>Orthopedic Surgeon</i>	
Date left: <i>Retired Jan 1st 2020</i>	Position upon leaving:	
Description of duties: <i>General orthopedic surgery including:</i>		
<ul style="list-style-type: none"> <li>① <i>Children Scoliosis + Surgery</i></li> <li>② <i>Spine Surgery</i></li> <li>③ <i>Joint Replacement</i></li> <li>④ <i>Spinal Injuries</i></li> </ul>		

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

**ADDITIONAL EXPERIENCE OR QUALIFICATIONS:** List any other experience, skills, or other qualifications, including hobbies, which you believe should be considered in evaluating your qualifications for volunteering.

*I come from a family of firemen: ① my dad was a Battalion Chief for the City of Milwaukee for 42 years, ② his Brother was the chief of West Milwaukee ③ my other uncle was the City of Milwaukee Battalion Chief. I have treated City of Milwaukee police + fire men injuries + workmen compensation injuries for both departments City of Milwaukee*

I am aware that all of the information provided and this document itself is a public record which will be released to a requestor; that I authorize such release and that I waive any right to any notice of such release and/or any right of notice to augment the information provided upon this document upon such request or release.

Signature: *James A. Pyllowski, MD*

Date: *4-17-23*

## Shirley Roberts

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**From:** volunteerfactsheet@franklinwi info  
**Sent:** Thursday, April 13, 2023 10:32 PM  
**To:** Lisa Huenig, Shirley Roberts; Karen Kastenson  
**Subject:** Volunteer Fact Sheet

**Name:** Justin Lockridge  
**PhoneNumber:** 414-208-4663  
**EmailAddress:** jclock80@gmail.com  
**YearsasResident:** 5  
**Alderman:** 2  
**ArchitecturalBoard:** no  
**CivicCelebrations:** no  
**CommunityDevelopmentAuthority:** yes  
**EconomicDevelopmentCommission:** yes  
**EnvironmentalCommission:** no  
**FinanceCommittee:** no  
**FairCommission:** no  
**BoardofHealth:** yes  
**FirePoliceCommission:** no  
**ParksCommission:** no  
**LibraryBoard:** no  
**PlanCommission:** no  
**PersonnelCommittee:** no  
**BoardofReview:** no  
**BoardofPublicWorks:** no  
**QuarryMonitoringCommittee:** no  
**TechnologyCommission:** no  
**TourismCommission:** yes  
**BoardofZoning:** no  
**WasteFacilitiesMonitoringCommittee:** no  
**BoardWaterCommissioners:** no  
**CompanyNameJob1:** ROOT RIVER CENTER  
**CompanyAddressJob1:** 7220 W. Rawson Ave.  
**TelephoneJob1:** 4144257700  
**StartDateandPositionJob1:** 7/2019  
**EndDateandPositionJob1:**  
**CompanyNameJob2:** Top Dog  
**AddressJob2:** 7158 S. 76th St.  
**TelephoneJob2:**  
**StartDateandPositionJob2:** 2017

**EndDateandPositionJob2:** Asst. Manager  
**CompanyNameJob3:**  
**AddressJob3:**  
**TelephoneJob3:**  
**StartDateandPositionJob3:**  
**EndDateandPositionJob3:**  
**Signature:** Justin C. Lockridge  
**Date:** 4/13/2023  
**Signature2:** Justin C. Lockridge  
**Date2:** 04/13/2023  
**Address:** 7108 W. Rawson Ave.  
**PriorityListing:** Board of Health Tourism Commission Community Development Authority  
Economic Development Commission  
**WhyInterested:** Franklin is a dynamic community and I want to become more involved in its future growth. The boards, committees and commissions I have expressed interest in will allow me the opportunity to actively contribute to our growth while utilizing and expanding upon my skill set and knowledge.  
**DescriptionofDutiesJob1:** Kitchen & Banquet Manager  
**DescriptionofDutiesJob2:** Assist with day to day operations of independent restaurant.  
**DescriptionofDutiesJob3:**  
**AdditionalExperience:** Cerifications Elderly Care & Caring for the Disabled Social Media Strategy for Small Business Coronavirus - What You Need to Know Global Health Initiative - Hypertension Awareness Global Health Initiative - Hepatitis B Awareness Global Health Initiative - Hepatitis C Awareness Global Health Initiative - Diabetes Awareness Cardiac Arrest, Hypothermia & Resuscitation Science Food Safety Manager Food Handler Food Allergens Diploma in Nursing & Patient Care FEMA EMergency Management Institute Animals in Disaster: Awareness & Preparedness Diversity Awareness Civil Rights & Fema Disaster Assistance Social Media in Emergency Management Active Shooter: What You Can Do (Trainer) Integrated Public Alert & Warning System

See Current Results

## Shirley Roberts

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Saturday, April 22, 2023 11:58 AM  
**To:** Lisa Huenig; Shirley Roberts, Karen Kastenson  
**Subject:** Volunteer Fact Sheet

**Name:** Mohammed Nowman  
**PhoneNumber:** 4143249803  
**EmailAddress:** nowmana@yahoo.com  
**YearsasResident:** 25  
**Alderman:**  
**ArchitecturalBoard:** no  
**CivicCelebrations:** no  
**CommunityDevelopmentAuthority:** yes  
**EconomicDevelopmentCommission:** no  
**EnvironmentalCommission:** no  
**FinanceCommittee:** yes  
**FairCommission:** no  
**BoardofHealth:** no  
**FirePoliceCommission:** no  
**ParksCommission:** no  
**LibraryBoard:** no  
**PlanCommission:** no  
**PersonnelCommittee:** no  
**BoardofReview:** no  
**BoardofPublicWorks:** no  
**QuarryMonitoringCommittee:** no  
**TechnologyCommission:** no  
**TourismCommission:** no  
**BoardofZoning:** no  
**WasteFacilitiesMonitoringCommittee:** no  
**BoardWaterCommissioners:** no  
**CompanyNameJob1:** Fun Timez  
**CompanyAddressJob1:** 6544 S Lovers Lane Road, Franklin  
**TelephoneJob1:** 4143249803  
**StartDateandPositionJob1:** July 2014, Owner  
**EndDateandPositionJob1:** July 2020, Owner  
**CompanyNameJob2:** Cristal  
**AddressJob2:** 20 Wright Avenue, Hunt Valley, MD  
**TelephoneJob2:** 4143249803  
**StartDateandPositionJob2:** Sep 2008, IT Director

**EndDateandPositionJob2:** Jan 2014, CIO  
**CompanyNameJob3:**  
**AddressJob3:**  
**TelephoneJob3:**  
**StartDateandPositionJob3:**  
**EndDateandPositionJob3:**  
**Signature:** Mohammed Nowman  
**Date:** 04/22/2023  
**Signature2:** Mohammed Nowman  
**Date2:** 04/22/2023  
**Address:** 4455 W Woodland Drive, Franklin, WI 53132  
**PriorityListing:** Finance Committee Community Development Authority  
**WhyInterested:** As a long time resident of Franklin, I personally would like to contribute to the welfare of this community. There are so many areas where my experience in corporate world and as a small business owner may be helpful.  
**DescriptionofDutiesJob1:** Even though my background has been in IT, took up this initiative to serve families in Franklin to have a safe play environment for kids. Had to close due to COVID.  
**DescriptionofDutiesJob2:**  
**DescriptionofDutiesJob3:** Various Management responsibilities and managed Budgets over \$40M.  
**AdditionalExperience:**  
See Current Results



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## Shirley Roberts

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Thursday, April 27, 2023 6 43 PM  
**To:** Lisa Huening; Shirley Roberts, Karen Kastenson  
**Subject:** Volunteer Fact Sheet

**Name:** Dianna Peccarelli  
**PhoneNumber:** 414-788-4046  
**EmailAddress:** dpeccarellifranklin@gmail.com  
**YearsasResident:** 11  
**Alderman:** 1  
**ArchitecturalBoard:** no  
**CivicCelebrations:** no  
**CommunityDevelopmentAuthority:** no  
**EconomicDevelopmentCommission:** no  
**EnvironmentalCommission:** no  
**FinanceCommittee:** no  
**FairCommission:** no  
**BoardofHealth:** no  
**FirePoliceCommission:** no  
**ParksCommission:** no  
**LibraryBoard:** no  
**PlanCommission:** no  
**PersonnelCommittee:** no  
**BoardofReview:** yes  
**BoardofPublicWorks:** no  
**QuarryMonitoringCommittee:** no  
**TechnologyCommission:** no  
**TourismCommission:** no  
**BoardofZoning:** no  
**WasteFacilitiesMonitoringCommittee:** no  
**BoardWaterCommissioners:** no  
**CompanyNameJob1:** Keller Williams Realty  
**CompanyAddressJob1:** 2665 S Moorland Rd, New Berlin WI 53151  
**TelephoneJob1:** 414-788-4046  
**StartDateandPositionJob1:** July 2018  
**EndDateandPositionJob1:**  
**CompanyNameJob2:** Shorewest Realtor  
**AddressJob2:**  
**TelephoneJob2:** 414-788-4046  
**StartDateandPositionJob2:** 2006 / Realtor

**EndDateandPositionJob2:** July 2018 / Realtor  
**CompanyNameJob3:**  
**AddressJob3:**  
**TelephoneJob3:**  
**StartDateandPositionJob3:**  
**EndDateandPositionJob3:**  
**Signature:** Dianna Peccarelli  
**Date:** 4/27/2023  
**Signature2:** Dianna Peccarelli  
**Date2:** 4/27/2023  
**Address:** 8018 S Forest Meadows Dr  
**PriorityListing:**  
  
**WhyInterested:** I am interested in volunteering in the community and feel I would be a very good fit based on my many years of real estate experience as a realtor and broker. I have also completed all coursework for becoming an appraiser but am not licensed as an appraiser at this time.  
  
**DescriptionofDutiesJob1:** Realtor  
**DescriptionofDutiesJob2:**  
**DescriptionofDutiesJob3:**  
  
**AdditionalExperience:** I have my broker's license and am a designated National Association of Realtors Seniors Real Estate Specialist. I also have completed all coursework for becoming an appraiser but am not licensed as an appraiser at this time.  
  
See Current Results

<b>APPROVAL</b>  	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>05-02-23</b>
<b>REPORTS AND RECOMMENDATIONS</b>	Franklin Civic Celebrations Commission (FCCC) request a new event: <i>Home for the Holidays</i> . <i>Santa's Workshop &amp; Market</i> is a part of <i>Home for the Holidays</i> . Request for 2023 and 2024 market vendor contracts.	<b>ITEM NUMBER</b>  G.I.

**Saturday, November 25, 2023, 11 am through 5 pm and Saturday November 30, 2024**

<i>Location</i> Lions Legend Park 8030 S. Legend Dr. Franklin, WI 53132	<i>Component Contact</i> Mira Kresovic 414-202-7192 Franklin4thFundraising@gmail.com
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Set up is 9 am to 11 am. If earlier is desired, please call Mira.  
Doors open to the public at 11 am and close at 5 pm, may stay later if a crowd is lingering.  
Clean up is 5 pm to 6 pm, or 1 hour after you close (but not before 5 pm)

**Purpose**  
*Home for the Holidays* is organized and run by the Franklin Civic Celebrations Commission (FCCC). In response to last year's post-event survey, we are aiming to expand the holiday event. Our focus is serving the community (not for profit), fostering civic pride, and enhancing the quality and enjoyment of life within the community. We hope this event will create loving and lifelong memories. We are aiming to create the joy, grace, and soothing ambiance that can come with the holidays.

*Santa's Workshop & Market* is a part of *Home for the Holidays*. It is designed to be a blended market: art fair, craft fair, winter farmers market, and food trucks. Vendors are encouraged to offer public workshops, craft kits, or activities.

We would like the market to be located off road: north of the Legend Park Pavilion, east of Legend Drive, southeast of Schlueter Parkway. No closures.

***Home for the Holidays*\* Proposed Schedule**

Sit with Santa at the Public Library .....	12:30 pm – 3 pm
<b>Santa's Workshop &amp; Market</b> .....	<b>11 am – 5 pm</b>
<b>Historical Society Live Performance Stations</b> .....	<b>tbd</b>
Caroling & City Tree Lighting .....	<b>also requesting approval: 5 pm – 5:10 pm</b>

\*Pending revenue generated, FCCC will ask for another appearance before Council around August for spending authority and event expansion to include addressing restroom facilities. The purpose of the market is to generate revenue and not create a burden (tax or otherwise) on the city and its residents.

**Promotion**  
We would like this event to be featured in the city newsletter and hosted on the city website (under annual events).

**COUNCIL ACTION REQUESTED**

1. Motion to approve the Saturday after Thanksgiving FCCC 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.
2. Request for use of Lions Legend Park.
3. Request for Common Council to move the municipal tree lighting to the Saturday after Thanksgiving.

OR  
As directed.

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">May 2, 2023</p>
<p>Reports &amp; Recommendations</p> <p style="text-align: center;"><i>K</i></p>	<p style="text-align: center;"><b>A Resolution Authorizing the Enhancement of an Existing Fence Within the 20-Foot Drainage Easement Upon Lot 36 of Mission Ridge Addition No.1 (4733 West Vanderheyden Drive) (TKN 740-0057-000) (Brian &amp; Karen Schmidt, Applicants)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">Ald. Dist. 3</p> <p style="text-align: center;"><i>G.2.</i></p>

**BACKGROUND**

Brian & Karen Schmidt have applied to replace the deteriorating wood fence around their property at 4733 West Vanderheyden Drive. However, this fence, installed 20 years ago, was found to be within the 20 feet storm sewer and drainage easement. See Exhibit B.

The owner is seeking approval (Letter Attached) to allow the fence to remain in the location of the old wood fence. Staff informed the property owner about the existing drainage easement and made them aware of the restrictions regarding the said easement.

**ANALYSIS**

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

The resolution provides that

1. The subject fence shall not impede the storm water drainageway.
2. The applicants, or their successors, shall keep the fence in good repair.
3. The applicant, or their successors, shall be responsible for replacement and/or repair of the fence should the fence need to be removed or damaged due to access, repair, or maintenance of the existing drainage easement.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes, needs, and/or activities.
5. The property owner(s) and any mortgagee with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto.

Note that the owners no longer have a mortgage.

**OPTIONS**

Approve or Deny

**FISCAL NOTE**

No Impact on Budget.

**RECOMMENDATION**

Resolution 2023-\_\_\_\_\_ a resolution authorizing the enhancement of an existing fence within the 20-foot drainage easement upon Lot 36 of Mission Ridge Addition No. 1 (4733 West Vanderheyden Drive) (TKN 740-0057-000) (Brian & Karen Schmidt, Applicants)

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

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

A RESOLUTION AUTHORIZING THE ENHANCEMENT OF AN EXISTING FENCE  
WITHIN THE DRAINAGE EASEMENT  
UPON LOT 36 OF MISSION RIDGE ADDITION NO.1  
(4733 WEST VANDERHEYDEN DRIVE) (TKN 740-0057-000)  
(SCHMIDT, BRIAN & KAREN, APPLICANTS)

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WHEREAS, the Mission Ridge Addition No., 1 Subdivision Plat prohibits the building of structures within the 20-foot "Storm Sewer and Drainage Easement," described thereon; and

WHEREAS, Brian & Karen Schmidt have applied to replace the deteriorating wood fence around their property at 4733 West Vanderheyden Drive, zoned R-5 Residential, bearing Tax Key No. 740-0057-000, more particularly described as follows:

Lot 36 of Mission Ridge Addition No. 1, being a subdivision of the Northeast 1/4, and Northwest 1/4 of the Southeast 1/4 Section 2, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the fence would encroach the 20-foot Storm Sewer and Drainage Easement along the south property line at approximately 71.91 feet ±.; and

WHEREAS, the Storm Sewer and Drainage Easement restrictions upon the Final Plat for Mission Ridge Addition No. 1 Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the request for the encroachment of the fence into the 20-foot Storm Sewer and Drainage Easement; and

WHEREAS, the Common Council having considered the request to remain in the location of the fence upon the subject property in conjunction with existing and required landscaping on the property and potential interference with the storm drainage operations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the existence of fence and type as described and only upon the location as set forth within the plans accompanying the application of Brian & Karen Schmidt filed on April 20, 2023 be and the same is hereby authorized and approved and that the "Storm Sewer and Drainage Easement" restrictions as it would otherwise apply to such installation upon the subject property only, is hereby waived and released, subject to the following conditions:

1. The subject fence shall not impede the storm water drainageway.
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for replacement and/or repair of the fence should the fence need to be removed or damaged due to access, repair or replacement of the existing utilities.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes, needs, and/or activities.
5. The property owner(s) and any mortgagee with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject fence and that the subject fence shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County, upon full execution hereof, including Exhibit A.

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

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

APPROVED:

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

ATTEST:

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

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



April 20, 2023

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

Re: Fence Replacement at residence at 4733 W Vanderheyden Drive in Franklin

Mr. Morrow:

Per our discussion and my discussions with Ronnie Asuncion of your office, we are requesting approval from the City Council of the City of Franklin to replace our existing fence in our back yard that is within the 20 foot storm sewer and drainage easement that runs east and west at the south end of our back yard.

Our current fence was built with approval and permit from the City of Franklin in 2003. It is wood, and it is falling apart and in need of replacement. The new fence will be a 4 foot high Picket PVC fence. The new fence will be installed in the same location as the old one. The current fence has caused no issues with the drainage in our back yard for the past 20 years. The new fence in the same location will also cause no issues with drainage.

A copy of marked survey showing location of current and new fence is attached. Pictures of the existing fence as well as a picture of what the new fence will look like are also attached.

As requested, I can confirm that we have no mortgage on our house at this address.

I understand that this request will be presented at the next common council meeting on May 2, 2023 for approval. Please confirm this back to me in writing.

Please let me know if you have any questions or if you need any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian R Schmidt", with a stylized flourish at the end.

Brian R Schmidt  
4733 W Vanderheyden Drive  
Franklin, WI 53132

EXHIBIT B

KAEREK BUILDERS  
Klonis #49.

**PLAT OF SURVEY**

**CATION:** 4733 VanderHayden Drive, Franklin, Wisconsin

**LEGAL DESCRIPTION:**

Lot 56 in MISSION RIDGE ADDITION NO. 1, being a part of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 2, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

April 2, 1999

Survey No. 90936

4/20/23

SKETCH FOR EXISTING & NEW FENCE LOCATION

BRIAN SCHMIDT  
BS

SCALE:  
1"=30'

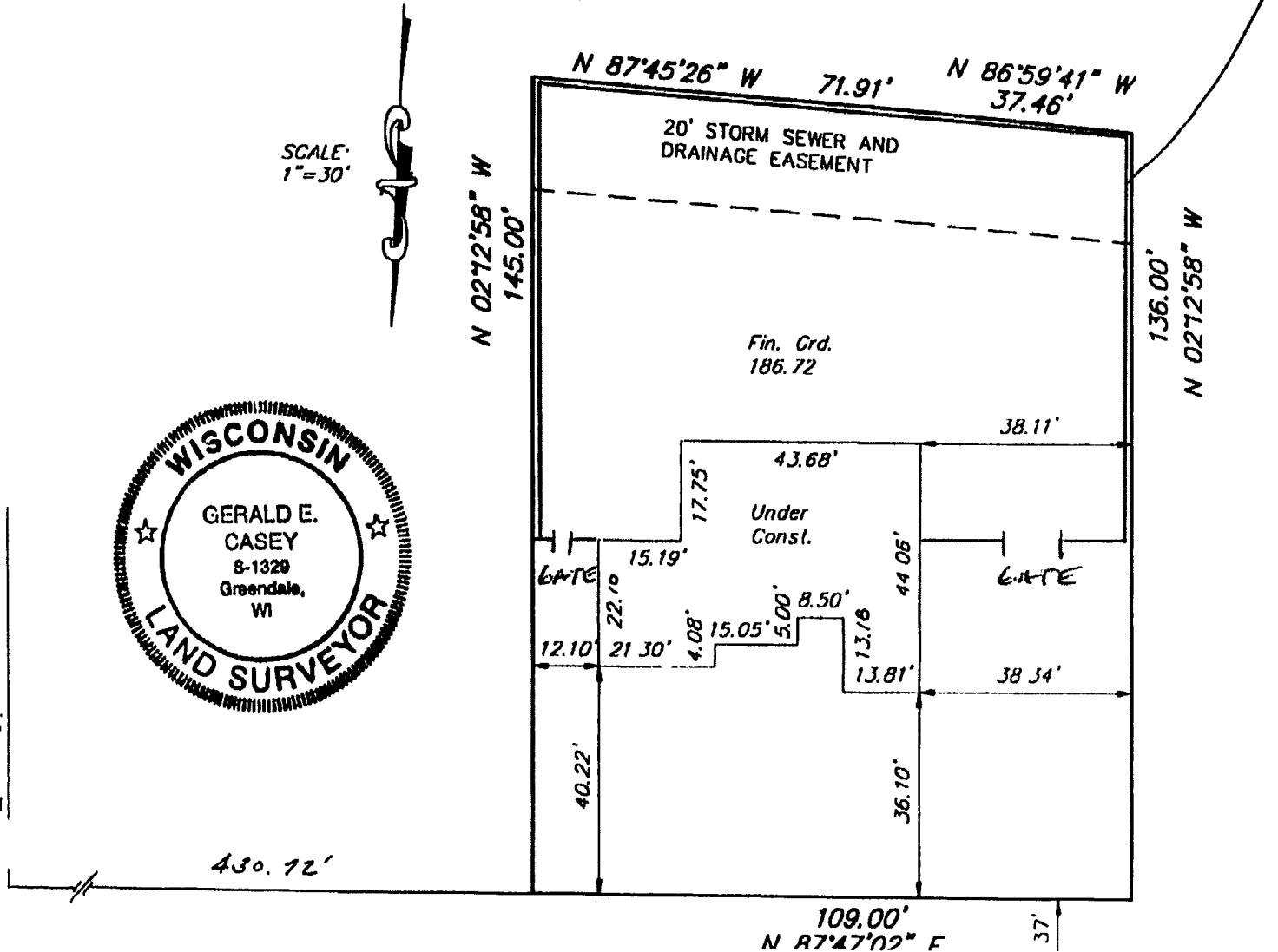


Exhibit A

Acceptance


The undersigned, Schmidt, Brian & Karen, owner of the property located at 4733 Vanderheyden Drive, Franklin, Wisconsin 53132, Tax Key No. 740-0057-000, does hereby agree to, consent to and accepts the terms and provisions of the City of Franklin Resolution No. 2023-\_\_\_\_\_ and that in consideration of the making of such grant to allow the installation of a fence within the drainage easement by the City of Franklin, the undersigned agrees that this acceptance shall be binding upon the undersigned and the undersigned's successors and assigns and that the terms and provisions of the City of Franklin Resolution No. 2023-\_\_\_\_\_ shall run with the land, subject to any amendments thereto and/or any other actions thereto approved by the Common Council of the City of Franklin in the future.

In witness whereof, the undersigned has executed and delivered this acceptance on the 20 day of APRIL, 2023

Property owner: Schmidt, Brian & Karen

By: Brian R. Schmidt

By: Karen M. Schmidt

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 05-02-23</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Committee of the Whole Recommendations</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> G.3.</p>


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

- (a) Overview and Presentation by the Department of City Development Staff of the Unified Development Ordinance Noise Regulations.
- (b) Enforcement Procedures Regarding Unified Development Ordinance Section 15-3.1107 "Noise."
- (c) Overview and Presentation by Department of City Development Staff Regarding Temporary Uses and Extraordinary Entertainment and Special Events Regulations and Permits.

**COUNCIL ACTION REQUESTED**

As directed

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Request Council Approval to accept \$1,640.00 in public donations and to spend the donation towards Franklin Fire Department's Emergency Medical Service (EMS) specialty equipment.</b>	<b>ITEM NUMBER</b> G.4.
<p><b>Background:</b></p> <p>The fire department has received a cash donation from a group of residents who would prefer to remain anonymous at this time. The department is requesting Council approval to accept the donations, and to spend the funding on Emergency Medical Service (EMS) specialty equipment and supplies that the assists the department in meeting its core mission on a daily basis. (This equipment is specifically related to placement and maintenance of advanced airways in critically ill or injured patients and canines.)</p> <p>(Funds would go into EMS Donation Revenue line 28-0000-4730-7888, with expenditures posted to EMS Medical Supplies and Equipment line 28-0221-5322-7088).</p>		
<p align="center"><b>COUNCIL ACTION REQUESTED</b></p> <p align="center"><b>Request Council Approval to accept a \$1,640.00 donation and to spend the donation towards Franklin Fire Department's Emergency Medical Service (EMS) specialty equipment.</b></p>		

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">H</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">05/02/23</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>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 (TAX KEY NO. 792-0272-000) (RICK J. PRZYBLA, APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">Dist. 1</p> <p style="text-align: center;">G. 5.</p>

At its April 20, 2023 regular meeting, the Plan Commission carried a motion recommend approval of 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 (5-0-1).

**FISCAL IMPACT:** This request is to adjust a setback on a previously recorded residential plat. No fiscal impact is anticipated.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution 2023-\_\_\_\_\_, approving an Affidavit of Correction for Faithway Reserve subdivision, Lot 8, to change the side yard setback on the recorded plat from 30 feet to 10 feet, property located at 7780 West Faith Drive (TAX KEY NO. 792-0272-000) (RICK J. PRZYBLA, APPLICANT)



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

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 (TAX KEY NO. 792-0272-000) (RICK J. PRZYBLA, APPLICANT)

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WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed Affidavit of Correction for Faithway Reserve subdivision, Lot 8, to change the side yard setback on the recorded plat from 30 feet to 10 feet, property located at 7780 West Faith Drive, bearing Tax Key No. 792-0272-000, more particularly described as follows:

Lot 8, Faithway Reserve, being all of Lot 3 and 4 of Certified Survey Map No. 8625 and a part of Parcel 1 of Certified Survey Map No. 7051. Being also a part of the Southeast 1/4 of the Southeast 1/4 of Section 9, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, Rick J. Przybla having applied for such approval in order to change the side yard setback on the recorded plat for Lot 8 from 30 feet to 10 feet, within Faithway Reserve subdivision, located at 7780 West Faith Drive, property zoned R-6 Suburban Single-Family Residence District; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and Wis. Stat. § 236.295(2)(a) provides in part that an affidavit correcting a plat "that changes areas dedicated to the public or restrictions for the public benefit must be approved prior to recording by the governing body of the municipality in which the subdivision is located; and

WHEREAS, the Plan Commission having reviewed such application and recommended approval thereof and the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed Faithway Reserve subdivision Lot 8 side yard setback correction is appropriate for approval pursuant to law upon certain conditions, all pursuant to Wis. Stats. § 236.293 and § 236.295 (and both the Plan Commission and the Common Council having recognized that the subject side yard setback correction may not specifically and categorically be a restriction for the public benefit pursuant to Wis. Stat. § 236.295), respectively.

RICK J. PRZYBLA –SIDE YARD SETBACK CORRECTION FOR LOT 8 IN  
FAITHWAY RESERVE SUBDIVISION  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 2

WHEREAS, the Plan Commission having considered such application and having determined that approval of such Faithway Reserve subdivision side yard setback correction will serve the health, safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Affidavit of Correction application for the Faithway Reserve subdivision side yard setback correction, for the property as described above, be and the same is hereby approved, subject to the following conditions:

1. The Faithway Reserve subdivision side yard setback correction project shall be developed in substantial compliance with the plans City file-stamped March 27, 2023.
2. Rick J. Przybla, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Faithway Reserve subdivision side yard setback correction project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Rick J. Przybla and the Faithway Reserve subdivision side yard setback correction project for the property located at 7780 West Faith Drive: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution, and the Affidavit of Correction for the Faithway Reserve subdivision side yard setback correction, in such form and content as annexed hereto with such changes as may be approved by the City Engineer and the City Attorney, in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

RICK J. PRZYBLA –SIDE YARD SETBACK CORRECTION FOR LOT 8 IN  
FAITHWAY RESERVE SUBDIVISION  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 3

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Chairman

ATTEST:

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

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



REPORT TO THE PLAN COMMISSION

Meeting of April 6, 2023

Affidavit of Correction

**RECOMMENDATION:** Department of City Development staff recommends approval of the subject Affidavit of Correction.

<b>Project Name:</b>	Przybla Affidavit of Correction
<b>General Project Location:</b>	7780 W Faith Dr (Lot 8) (792 0272 000)
<b>Property Owner:</b>	Creative Homes INC
<b>Applicant:</b>	Rick Przybla
<b>Current Zoning:</b>	R-6 – Suburban Single-Family Residence District
<b>2025 Comprehensive Plan:</b>	Single-Family Residential
<b>Use of Surrounding Properties:</b>	Institutional; Residential
<b>Applicant’s Action Requested:</b>	Approval of Affidavit of Correction
<b>Staff:</b>	Associate Planner Marion Ecks

**PROJECT DESCRIPTION/ANALYSIS:**

Affidavit of Correction to Lot 8 of Faithway Reserve (Document No. 10977845), to correct the depiction of side yard setbacks from 30 feet to 10 feet. The lot is zoned R-6 – Suburban Single-Family Residence District; the required side yard is 10 feet.

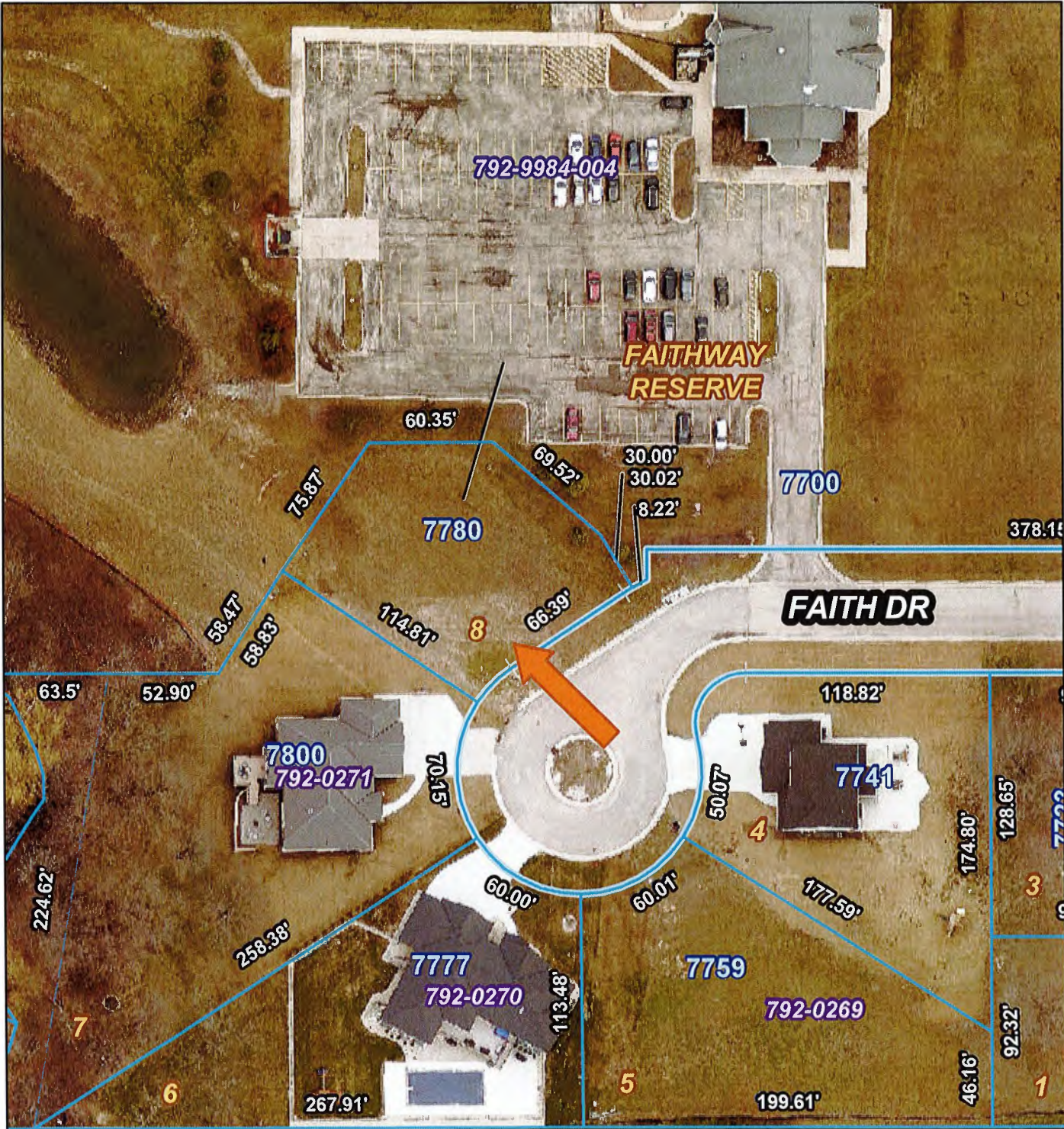
The Faithway Reserve Final Plat was approved by the Common Council on August 6, 2019, per Resolution No. 2019-7528, and recorded with the Milwaukee County Register of Deeds on May 14, 2020 (Document No. 10977845).

**STAFF RECOMMENDATION:**

City Development staff recommends approval of this Affidavit of Correction, subject to the conditions outlined in the attached resolution.

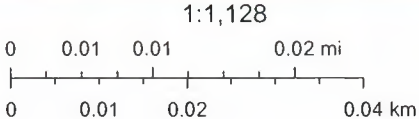


City of Franklin Property Viewer 7780 W Faith Dr.



3/30/2023, 12:42:15 PM

 Parcel



City of Franklin, WI, SWRPC, Maxar, Microsoft



City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132  
ATTN: Regulo Martinez-Montilva, Principal Planner

RE: LOT 8, FAITHWAY RESERVE SUBDIVISION  
AFFADAVIT OF CORRECTION

Dear Regulo,

This letter is being written with regards to the Affidavit of Correction pertaining to Lot 8 of Faithway Reserve. There was an error on the recorded plat on the setback shown for said lot. There is a section of the side yard setback that should be 10 feet, however, was mistakenly recorded as 30 feet.

All necessary documents have been provided. If anything, further is needed, please let me know.

Thank you,

Rick J Przybyla  
Creative Homes, Inc.

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.



Creative Homes Inc.  
9244 West Grandview Court  
Franklin, WI 53132  
414-529-0958

Tri City National Bank

5259

6/6/2022

PAY TO THE  
ORDER OF

CITY OF FRANKLIN - TREASURER

\$ \*\*125.00

One Hundred Twenty-Five and 00/100 \*\*\*\*\* DOLLARS

CITY OF FRANKLIN  
9229 W LOOMIS ROAD  
FRANKLIN, WI 53132

*Mary R. [Signature]*  
AUTHORIZED SIGNATURE

MEMO

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈005259⑈ ⑆07500199⑆ 16202⑈

Legal Description: (per client provided title)

Lot 8, Faithway Reserve, being all of Lot 3 and 4 of Certified Survey Map No. 8625 and a part of Parcel 1 of Certified Survey Map No. 7051. Being also a part of the Southeast 1/4 of the Southeast 1/4 of Section 9, township 5 north, Range 21 East, city of Franklin, Milwaukee County, Wisconsin.

Address 7780 W Faith Dr.



Planning Department  
 9229 West Loomis Road  
 Franklin, Wisconsin 53132  
 generalplanning@franklinwi.gov  
 (414) 425-4024  
 franklinwi.gov



APPLICATION DATE: \_\_\_\_\_  
 STAMP DATE: \_\_\_\_\_ city use only

**LAND DIVISION REVIEW APPLICATION**

**PROJECT INFORMATION [print legibly]**

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME	RICK J PRZYBYLA	NAME	
COMPANY	CREATIVE HOMES INC	COMPANY	
MAILING ADDRESS	9244 W GRANDVIEW CT	MAILING ADDRESS	
CITY/STATE	FRANKLIN WI 53132	CITY/STATE	ZIP:
PHONE	414-529-0958	PHONE	
EMAIL ADDRESS	rjckprzybyla@hotmail.com	EMAIL ADDRESS	

**PROJECT PROPERTY INFORMATION**

PROPERTY ADDRESS:	7780 W FAITH DR (LOT 8)	TAX KEY NUMBER	792-0272-000
PROPERTY OWNER	CREATIVE HOMES INC.	PHONE	414-529-0958
MAILING ADDRESS	9244 W GRANDVIEW CT	EMAIL ADDRESS	rjckprzybyla@hotmail.com
CITY/STATE	FRANKLIN WI 53132	DATE OF COMPLETION	office use only

**APPLICATION TYPE**

Please check the application type that you are applying for

- Affidavit of Correction (Plat)  Certified Survey Map  Condominium Plat  Land Combination  
 Right of Way Vacation  Final Subdivision Plat  Preliminary Subdivision Plat

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

**SIGNATURES**

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

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

I, the applicant, certify that I have read the following page detailing the requirements for land division approvals and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE	APPLICANT SIGNATURE		
NAME & TITLE	DATE	Rick J Przybyla	3/20/23
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE		
NAME & TITLE	DATE	NAME & TITLE	DATE

**RIGHT-OF-WAY VACATION APPLICATION MATERIALS**

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$125 Application fee payable to the City of Franklin.
- Word Document legal description of the subject property.
- Three (3) complete collated sets of application materials to include ...
  - Three (3) project narratives.
  - Three (3) Plat of Survey of the area to be vacated, drawn to scale at least 11" X 14".
- Email or flash drive with all plans / submittal materials
  - Common Council will set a Public Hearing date, take final action, and record the document of approval with Milwaukee County Register of Deeds

**FINAL SUBDIVISION PLAT APPLICATION MATERIALS**

- \$100 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$1,000 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- One (1) copy of the Department of Administration "Letter of Certification"
- Three (3) complete collated sets of application materials to include .
  - Three (3) project narratives.
  - Three (3) full size copies of the Final Plat, drawn to scale on 22" X 30" paper, per s. 236.25(2) (a) Wis. Stats, and Division 15-7.600 FINAL PLAT of the UDO
- Email or flash drive with all plans / submittal materials.
  - Within 60 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Final Plat, unless the time is extended by agreement with the Subdivider

**PRELIMINARY SUBDIVISION PLAT APPLICATION MATERIALS**

- \$150 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds [only applicable if Preliminary Plat was not submitted]
- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$5,000 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- One (1) copy of the Department of Administration "Request for Land Subdivision Plat Review" and "WISDOT Subdivision Review Request" if applicable Per s. 236.12 (4m) Wis. Stats. The surveyor must submit copies of the plat directly to all approving agencies.)
- Three (3) complete collated sets of application materials to include ..
  - Three (3) project narratives
  - Three (3) full size copies of the Preliminary Plat, drawn to scale on 22" x 30" paper, per s 236.25(2) (a) Wis. Stats
  - Three (3) full size copies of the Natural Resource Protection Plan [and report], on 22" x 30" paper, per Division 15 7.0200 of the UDO, if applicable
  - Three (3) full size copies of the Landscape Plan, on 22" x 30" paper for any landscape bufferyard easement areas per Division 15-7.0300 of the UDO
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15-3 0500 of the UDO)
- Email or flash drive with all plans / submittal materials
  - Within 90 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Plat, unless the time is extended by agreement with the Subdivider

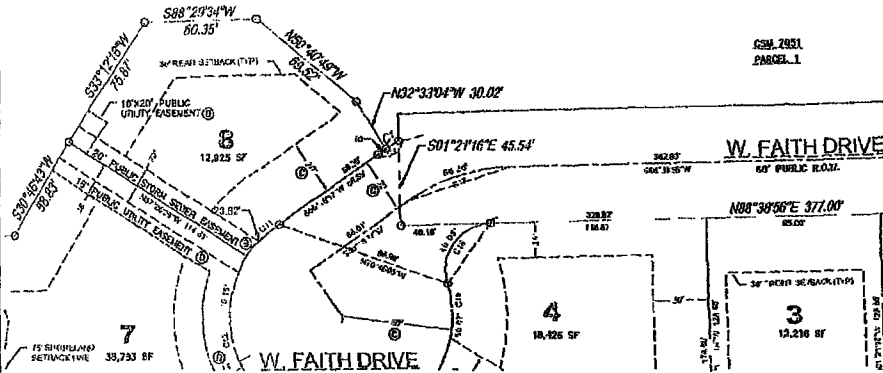
# AFFIDAVIT OF CORRECTION

Document Number

Document Title

Pursuant to s.236.295(1)(a), Wis. Stats., James R. Beaty, registered land surveyor, do hereby certify that the document known as "Faithway Reserve", a subdivision plat as recorded in the Register of Deeds Office for Milwaukee County, State of Wisconsin on May 14, 2020 as Document No. 10977845., contained an error in a building zoning setback line shown thereon. This Affidavit is for sole the purpose of correcting said error on the above referenced document;

On Sheet One of aforesaid plat, Lot 8 contained setbacks as shown below:



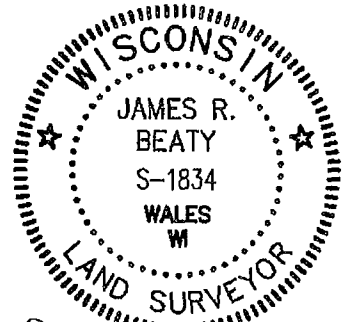
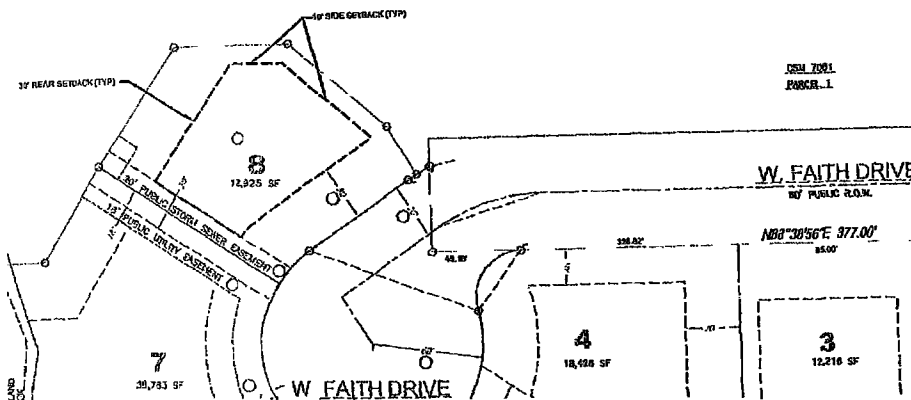
Recording Area

Name and Return Address

Horizon Land Development Services, LLC  
W313 S2562 Penny Lane  
Wales, WI 53183

Parcel Identification Number (PIN)

It is hereby corrected as shown below:



*James R. Beaty*  
James R. Beaty, PLS 1834  
DATED: MAY 20, 2022

### Notary Certificate

State of Wisconsin )

) ss.

Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

Date Commission Expires) \_\_\_\_\_

Faithway Reserve - Lot 8

Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>

Mon 3/28/2022 8 56 AM

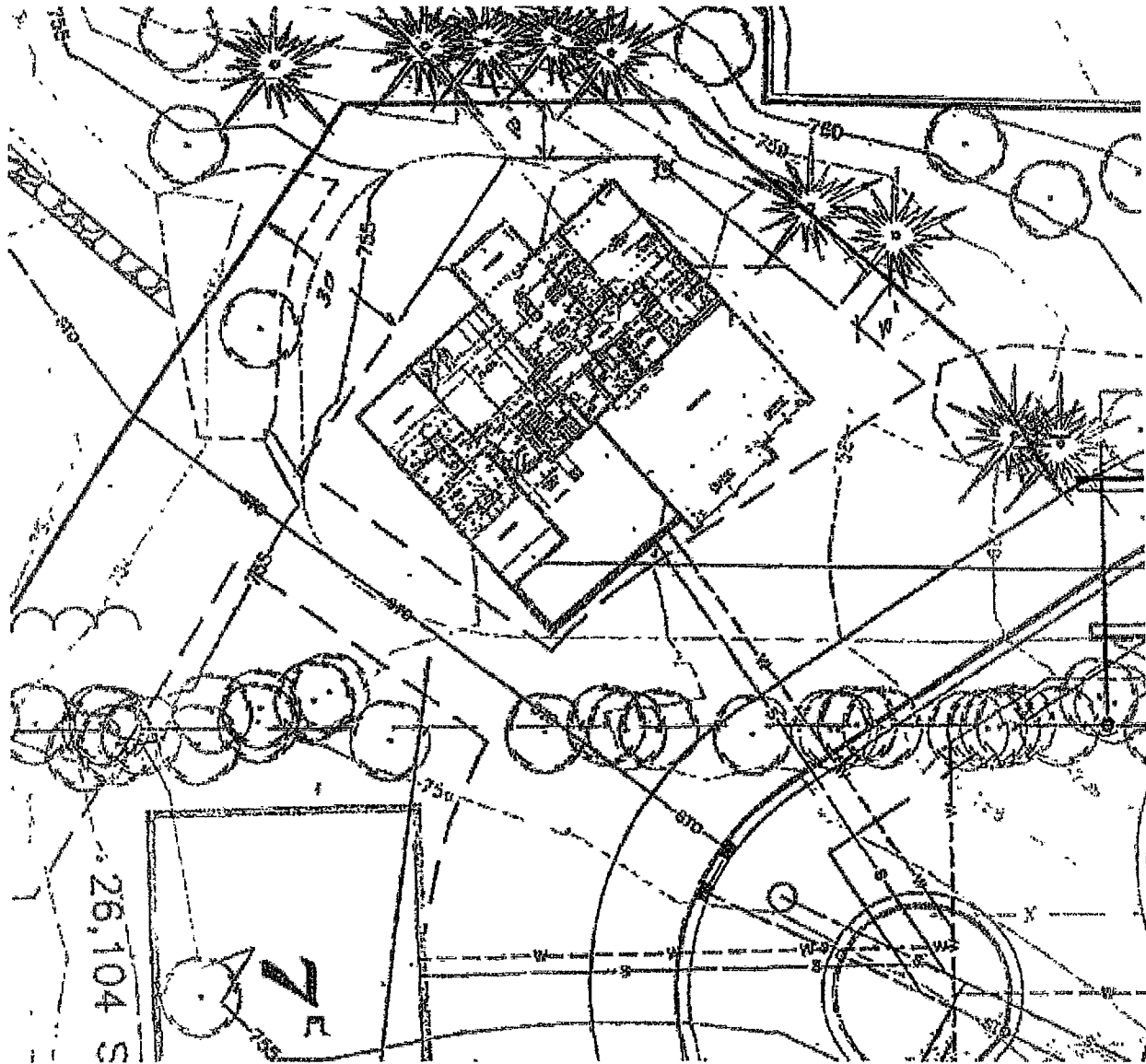
To: rickprzybyla@hotmail.com <rickprzybyla@hotmail.com>

Rick,

Following up on your inquiry about Lot 8 of Faithway Reserve. You may apply for an Affidavit of Correction to label the north property line as a side property line with a 10-foot setback instead of a rear property line with a 30-foot setback.

Application form available below, see top of page #2 for submittal requirements:

[https://www.franklinwi.gov/Files/Planning/PermitApplications/Land-Division-Review Application-20211.pdf](https://www.franklinwi.gov/Files/Planning/PermitApplications/Land-Division-Review%20Application-20211.pdf)



Thank you,

**Régulo Martínez-Montilva, AICP**

Principal Planner - Department of City Development

City of Franklin

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>K</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>05/02/23</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>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)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><b>Dist. 4</b></p> <p style="text-align: center;"><i>G.6.</i></p>

At the April 20, 2023, regular meeting, the Plan Commission carried a motion to recommend approval of this resolution, the vote was 5-0-1.

The applicant's request is to receive approval of a two (2) lot Certified Survey Map (CSM) to separate a portion of a parcel of land with frontage on West Oakwood Road from the portion of the property to the south for future development of a 300,000 square foot building on the newly created southern parcel (the northern portion contains approved development including a special use and site plan), property located at 3617 West Oakwood Road, zoned Planned Development District 39 (Mixed Use Business Park); Tax Key No. 950-9997-002.

**FISCAL IMPACT:** If adopted, the CSM divides an existing lot with previously approved improvements. Future development may have impacts in the form of infrastructure requirements. This CSM is located in Tax Increment District (TID) 6.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution 2023-\_\_\_\_\_, 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)

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

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)

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WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such 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, more specifically, of the property located at 3617 West Oakwood Road, bearing Tax Key No. 950-9997-002, Stewart M. Wangard, member of Oakwood Industrial LLC, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Stewart M. Wangard, member of Oakwood Industrial LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicants, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the

*City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

4. Stewart M. Wangard, member of Oakwood Industrial LLC, successors and assigns, and any developer of the Stewart M. Wangard, member of Oakwood Industrial LLC 2 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Stewart M. Wangard, member of Oakwood Industrial LLC and the 2 lot certified survey map project for the property located at 3617 West Oakwood Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall resolve outstanding conditions of the April 20, 2021 Standards and Findings of the Common Council on the Natural Resource Special Exception to the Department of City Development prior to recording of the CSM.
  - a. The applicant must provide updated information on the status of mitigation areas.
  - b. The applicant shall remove invasive species from the landscaping and replace them with appropriate native species.
7. The applicant must resolve any technical corrections required by the Engineering or Planning Department, the City Attorney's Office, or Milwaukee County prior to the recording of the CSM.
8. Applications for Certified Survey Maps require that any natural resources protected under Part 4 be protected by conservation easements (§15-7.0702.P). All natural resources must be protected by conservation easements (§15-7.0702.P; §15-5.0109.A & B, etc). Easements must be recorded along with the CSM.



STEWART M. WANGARD, MEMBER OF OAKWOOD INDUSTRIAL LLC –  
CERTIFIED SURVEY MAP  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 3

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Wangard Partners, Inc., be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Wangard Partners, Inc., with the Office of the Register of Deeds for Milwaukee County.

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

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

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

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

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



**REPORT TO THE PLAN COMMISSION**

**Meeting of April 6, 2023  
Certified Survey Map**

**RECOMMENDATION:** City Development Staff recommends the Plan Commission forward this application to the Common Council for decision based on the recommended draft Resolution as attached.

<b>Property Owner:</b>	WANGARD PARTNERS
<b>Applicant:</b>	Mark Lake, Wangard Partners
<b>Property Address/Tax Key Number:</b>	3617 W OAKWOOD RD. / 950 9997 002
<b>Aldermanic District:</b>	District 4
<b>Agent:</b>	Mark Lake, Wangard Partners, LLC
<b>Zoning District:</b>	PDD 39
<b>Use of Surrounding Properties:</b>	Residential and vacant zoned PDD 39 (east and south), County parklands zoned P-1 (west and north)
<b>Application Request:</b>	To permit a division of the existing parcel into one lot with an existing development and a new lot for future development.
<b>Staff Planner:</b>	Marion Ecks, AICP

**APPLICANT’S REQUEST**

The applicant requests approval of a Certified Survey Map (CSM) to permit a division of the existing parcel into one lot that is already developed and a new lot for future development.

**CHARACTER OF THE SITE AND SURROUNDING AREA**

The subject property was formerly farmed fields. The lot now includes a recently approved industrial development on the northern half, and is bisected by stormwater facilities and a wetland complex. The applicants received approval of a Site Plan (PC RES 2021-007) and Special Use (RES 2021-7722) for these developments, and of a Natural Resource Special Exception (April 20, 2021) for impacts to wetland resources. The area to the west of the property is owned by Milwaukee County and is zoned as parkland, although it is not an active park. To the north is Oakwood Park Golf Course. The properties to the south and east are part of Planned Development District 39; to the east is a new industrial development, a natural resource area, and a WE Energies facility; to the south is a lot for future development, and areas of natural resources.

**DESCRIPTION OF THE APPLICATION**

The proposed Certified Survey Map (CSM) would produce two lot consistent with the requirements of PDD 39. Lot 1 will be 757,570 square feet (17.391 Acres). Lot 2 will be 1,059,970 square feet (24.334 Acres); there is no current proposal for development of this parcel. The land division will allow a future project by a different owner.

The applicant is aware that disturbances to or removal of wetlands or wetland buffer, or to other natural resources protected under this ordinance require a Natural Resource Special Exception (Table 15-4.0100). No new impacts are proposed for this land division. Natural resources and mitigation areas much be placed in conservation easements, that must still be recorded.

**PROJECT ANALYSIS**

Staff provided the applicant with staff comments on January 19, 2023, which are attached. Items that are not resolved will be reflected in the Conditions of Approval in the Common Council Resolution. Outstanding Planning review comments include:

1. Recording of conservation easements for those natural resources to be protected under the NRPP (§15- 4.0103.B.1.d, §15-7.0201.H, etc.)
2. Status of mitigation for impacts to natural resources approved under the NRSE.
3. The CSM was reviewed by Engineering; staff recommends inclusion of a condition requiring any necessary technical corrections.

Other Department review comments are included in the memo.

**STAFF RECOMMENDATION**

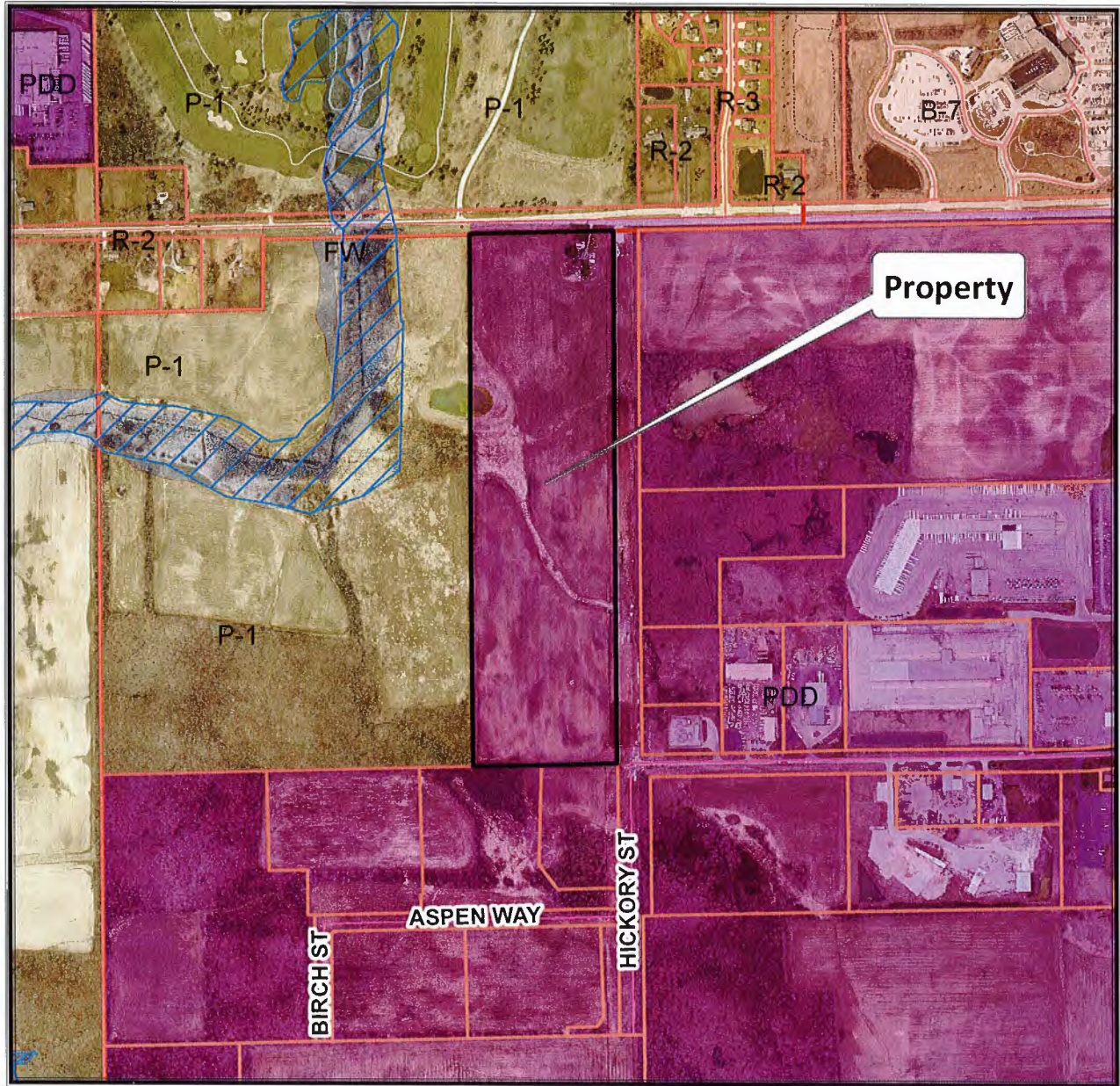
The Department of City Development staff recommends the Plan Commission forward this application to the Common Council for decision based on the recommended draft Resolution as attached.

The resolution reflects the above proposed conditions of approval.





3617 W. Oakwood Road  
TKN: 950 9997 002



Planning Department  
(414) 425-4024



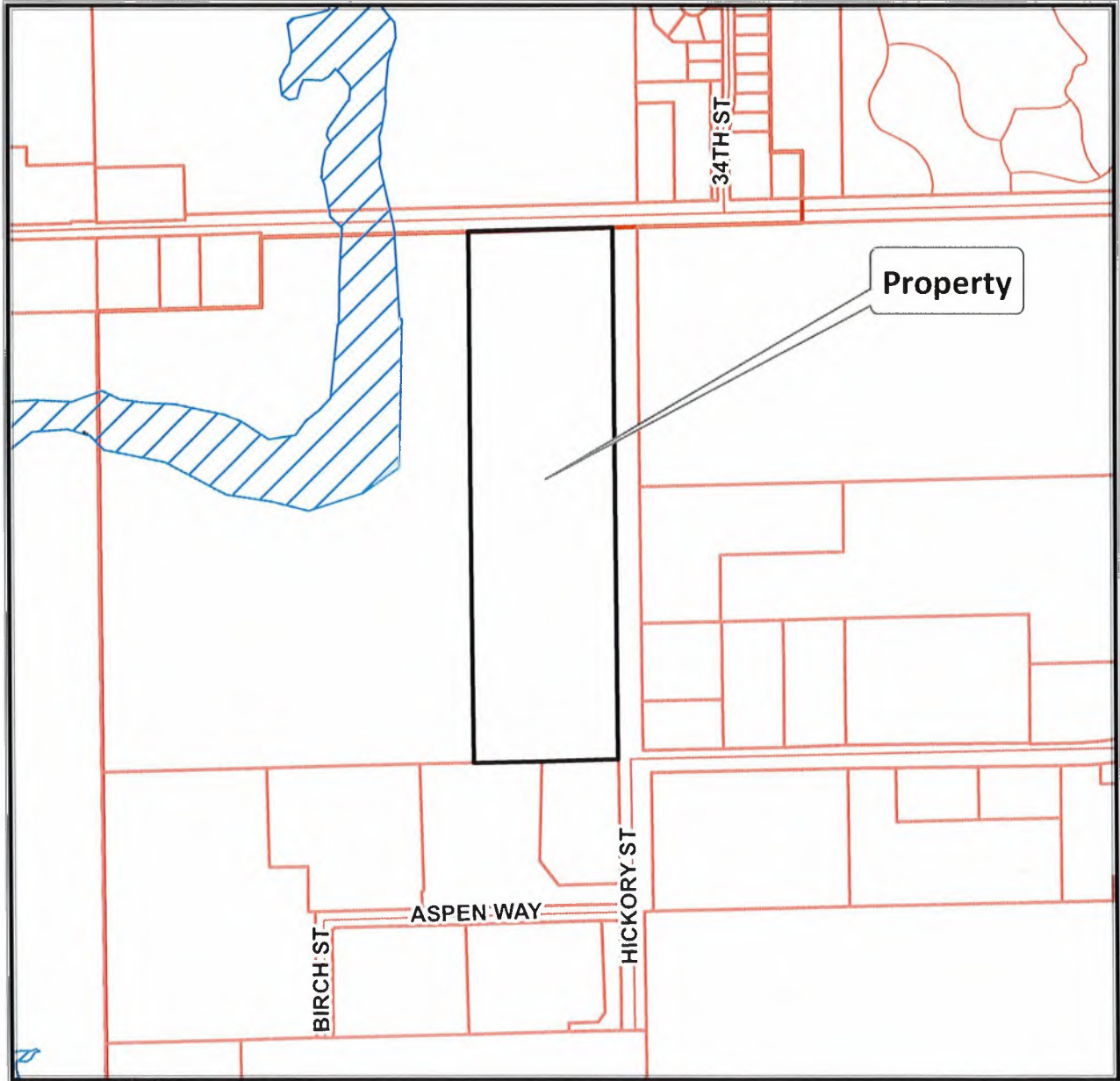
2017 Aerial Photo

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

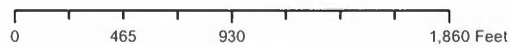




3617 W. Oakwood Road  
TKN: 950 9997 002



Planning Department  
(414) 425-4024



2017 Aerial Photo

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

## **Project Narrative**

In November 2016, recognizing that the State of Wisconsin was creating a new freeway interchange at Elm Road, the City of Franklin created PDD #39 establishing a new Business Park to take advantage of the Milwaukee-Chicago I-94 Development Corridor. The "Oakwood Industrial" project takes advantage of the new interchange and will allow us to develop the large light industrial, office, and or distribution missing in Franklin. Our project involves creating two new industrial buildings just south of Oakwood Road and west of the future South Hickory Street, which is in compliance with the City's Comprehensive Master Plan for this area of the City.

WP Property Acquisitions, LLC is working to develop the project site, and has already completed construction of a 235,000 Square Foot (SF) building in the northern half of the site and is proposing to construct a 300,000 SF building in the southern half of the site. The necessary parking and truck access roads to service the buildings will also be constructed. The parking will consist of 26-foot wide drive aisles with 9'x20' parking stalls, and be bounded by concrete curb and gutter. The truck access roads will also be 30-foot wide and the truck parking stalls will be 12'x60', both of which will also be bounded by concrete curb and gutter. Concrete sidewalks will be provided from the parking and access roads to the ingress/egress doors of the buildings. In addition to storm, sanitary and water laterals being provided to each building from S Hickory Street, a water main loop will be provided around each building with fire hydrants for fire protection.

In order to accommodate the stormwater runoff associated with the new buildings and paved areas west of S Hickory Street, three storm water ponds will be constructed as part of this project.

Because of Franklin's need for more large scale industrial facilities, we are maximizing the square footage of the proposed buildings to get the increment needed by the City for this project. We believe development of a 235,000 SF and 300,000 SF building will meet those requirements. The project, on its own, could not evolve or be successful due to various factors (land cost, utility cost, environmental remediation or mitigation, rent, or construction costs) so it will rely on an investment from the City of Franklin's Tax Incremental Financing (TIF) District. The Increment is the taxable value after development minus the taxable value before. The City evaluates whether they can collect enough taxes within a certain period of time to pay off the debt.

Meeting the City's PDD #39's requirements, as well as the demands of Southeastern Wisconsin's industrial market, both buildings are planned to be light manufacturing/distribution centers. These types of industrial facilities rely heavily on the closeness of suppliers and a direct connection to the interstate highway system. The property is adjacent to existing industrial uses that the City is in the process of enhancing with the reconstruction of West Elm Road, which will include new curb and gutter, a median, new storm sewer, sanitary sewer, water main, fire hydrants, and new sanitary and water laterals for each property.

WP Property Acquisitions, LLC has already been approached by a number of highly interested tenants that wish to utilize this space as soon as possible, but construction of the southern building will be delayed due to the need to relocate the ATC overhead transmission line, within a 100-foot easement along the southern property line and western property line. The City of Franklin and WP Property Acquisitions, LLC are heavily invested in this property, are committed to providing adequate space for its intended users, and fully expect both buildings to be occupied in the short term. The northern 235k building has already been constructed, along with the three storm water ponds. The southern 300k building will be constructed after the ATC power line relocation is complete.

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



APPLICATION DATE: \_\_\_\_\_

STAMP DATE: \_\_\_\_\_ city use only

## LAND DIVISION REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME: Stewart M. Wangar	NAME: Mark Lake
COMPANY: Oakwood Industrial LLC	COMPANY: Wangard Development LLC
MAILING ADDRESS: 1200 N Mayfair Road, Ste 410	MAILING ADDRESS: 1200 N Mayfair Road, Ste 410
CITY/STATE: Milwaukee, WI 53226	CITY/STATE: Milwaukee, WI 53226
PHONE: 414.777.1200	PHONE: 262.366.3627
EMAIL ADDRESS: Info@wangard.com	EMAIL ADDRESS: mlake@wangard.com

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 3617 W Oakwood Road	TAX KEY NUMBER: 950 9997 002
PROPERTY OWNER: Oakwood Industrial, LLC	PHONE: 414.777.1200
MAILING ADDRESS: 1200 N Mayfair Road, STE 410	EMAIL ADDRESS: Info@wangard.com
CITY/STATE: Milwaukee, WI 53226	DATE OF COMPLETION: _____ office use only

### APPLICATION TYPE

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

- Affidavit of Correction (Plat)  
  Certified Survey Map  
  Condominium Plat  
  Land Combination  
 Right of Way Vacation  
  Final Subdivision Plat  
  Preliminary Subdivision Plat

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

### SIGNATURES

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

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

- I, the applicant, certify that I have read the following page detailing the requirements for land division approvals and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE: 	APPLICANT SIGNATURE: 
NAME & TITLE: Stewart M. Wangard, Member	NAME & TITLE: Mark Lake, VP of Planning & Predevelopment
DATE: 11/4/2022	DATE: 11/4/2022
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE:	NAME & TITLE:
DATE:	DATE:

**CITY OF FRANKLIN APPLICATION CHECKLIST**

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

**AFFIDAVIT OF CORRECTION APPLICATION MATERIALS**

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$125 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) folded full size, drawn to scale copies of the Plat of Affidavit of Correction (*See Section 59 43(2)(m) of the Wisconsin Statutes for information that must be included on the correction instrument*)
- Email or flash drive with all plans / submittal materials
  - Applications for an Affidavit of Correction shall comply with Section 236 295 of the Wisconsin Statutes

**CERTIFIED SURVEY MAP APPLICATION MATERIALS**

- \$75 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
  - One (1) map copy for Milwaukee County Review, *prepared at 8 1/2" X 14" on durable white paper and must be clearly legible*
- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$1,500 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - One (1) original and two (2) copies, *prepared at 8 1/2" X 14" on durable white paper and must be clearly legible*
  - As may be required, three (3) copies of a Natural Resource Protection Plan and Report, *see Division 15 9 0309D of the UDO*
  - If applicable, three (3) copies of a Landscape Plan for any buffer yard easement areas
- If applicable, one (1) copy of the Site Intensity and Capacity Calculations, *see Division 15 3 0500*
- Email or flash drive with all plans / submittal materials
  - All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes
  - Applicants are responsible for review copies for the county subject to Milwaukee County Requirements

**CONDOMINIUM PLAT APPLICATION MATERIALS**

- \$100 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$1,000 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) full size copies of the Condominium Plats/Plans, *drawn to scale, on 14" X 22" paper, per s 703 11 (2) (d) Wis Stats*
- If applicable, Two (2) copies of the Declaratrons and By-Laws *per UDO Section 15 7 0603A For administrative review and approval*
- Email or flash drive with all plans / submittal materials
  - Within 60 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Final Plat, unless the time is extended by agreement with the Subdivider

**LAND COMBINATION APPLICATION MATERIALS**

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$400 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) copies of a boundary survey of the parcels *to be combined graphically showing the relationship to street access and to adjoining properties*
- Email or flash drive with all plans / submittal materials
  - Review and consideration of Land Combination approvals shall be in accordance with Section 15 9 0312(B) of the Unified Development Ordinance

PROJECT PROPERTY #2
PROPERTY ADDRESS
TAX KEY NUMBER



**RIGHT-OF-WAY VACATION APPLICATION MATERIALS**

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$125 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) Plat of Survey of the area to be vacated, *drawn to scale at least 11" X 14"*
- Email or flash drive with all plans / submittal materials
  - Common Council will set a Public Hearing date, take final action, and record the document of approval with Milwaukee County Register of Deeds

**FINAL SUBDIVISION PLAT APPLICATION MATERIALS**

- \$100 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds *[only applicable if Preliminary Plat was not submitted]*
- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$1,000 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- One (1) copy of the Department of Administration "Letter of Certification"
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) full size copies of the Final Plat, *drawn to scale on 22" X 30" paper, per s 236 25(2) (a) Wis Stats, and Division 15 7 600 FINAL PLAT of the UDO*
- Email or flash drive with all plans / submittal materials
  - Within 60 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Final Plat, unless the time is extended by agreement with the Subdivider

**PRELIMINARY SUBDIVISION PLAT APPLICATION MATERIALS**

- \$150 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$5,000 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- One (1) copy of the Department of Administration "Request for Land Subdivision Plat Review" and "WISDOT Subdivision Review Request" *if applicable Per s 236.12 (4m) Wis Stats. The surveyor must submit copies of the plat directly to all approving agencies )*
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) full size copies of the Preliminary Plat, *drawn to scale on 22" x 30" paper, per s 236 25(2) (a) Wis Stats*
  - Three (3) full size copies of the Natural Resource Protection Plan [and report], *on 22" x 30" paper, per Division 15 7 0200 of the UDO, if applicable*
  - Three (3) full size copies of the Landscape Plan, *on 22" x 30" paper for any landscape bufferyard easement areas per Division 15 7 0300 of the UDO*
- One (1) copy of the Site Intensity and Capacity Calculations, *if applicable (see division 15 3 0500 of the UDO)*
- Email or flash drive with all plans / submittal materials
  - Within 90 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Plat, unless the time is extended by agreement with the Subdivider

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

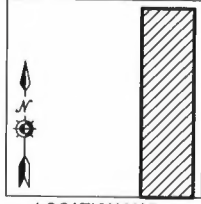
SHEET 1 OF 14

Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin.

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 27, THE NORTH LINE OF THE NW 1/4 OF SECTION 36 T. 5N., R. 21E. BEARING N88°27'28"E.



NW 1/4 SEC. 36-05-21  
W. OAKWOOD RD.



LOCATION MAP  
NOT TO SCALE

### LEGEND:

- = 1-1/4" O.D. IRON PIPE FOUND
- = 1-1/4" O.D. X 24" LONG, IRON PIPE SET, WEIGHING 1.68 LBS./LINEAL FT.
- R.A. = RECORDED AS
- = EXISTING BUILDING OUTLINE

### NOTES:

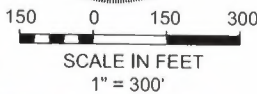
- ♦ LOTS 1 & 2, ARE SERVED BY PUBLIC SEWER AND WATER.
- ♦ WETLANDS AS SHOWN HEREON, PER WETLAND DELINEATION PERFORMED BY SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION ON 8/27/2015 AND VERIFIED ON 4/20/2020.
- ♦ THE AREA SHOWN WITHIN SURVEY BOUNDARY IS DETERMINED TO BE WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD PER FEMA FLOOD MAP No. 55079C0227E, EFFECTIVE DATE 09/26/2008. THE BASE FLOOD ELEVATION, (THE COMPUTED ELEVATION TO WHICH FLOODWATER IS ANTICIPATED TO RISE DURING THE BASE FLOOD) IS SHOWN AS 682 PER FLOOD MAP No. 55079C0226E, EFFECTIVE DATE 09/26/2008, WEST OF SAID FEMA FLOOD MAP No. 55079C0227E.
- ♦ THE APPROXIMATE ORDINARY HIGH WATER MARK, USED TO DETERMINE THE 75' SHORE BUFFER, IS THE TOP OF BANK OF THE POND. APPROXIMATE ORDINARY HIGH WATER MARK IS SHOWN FOR REFERENCE ONLY.
- ♦ SEE SHEETS 2-5, FOR EXISTING AND PROPOSED CONTOURS AND BORING LOCATIONS.
- ♦ VERTICAL DATUM = NGVD 29'.

### ZONING:

PLANNED DEVELOPMENT DISTRICT 39  
BUSINESS PARK AREA  
MINIMUM SETBACK REQUIREMENTS PER TABLE 15-3.0444B:  
FRONT YARD: 30'  
SIDE YARD: 10'  
SIDE YARD CORNER LOT 25'  
REAR YARD: 25'

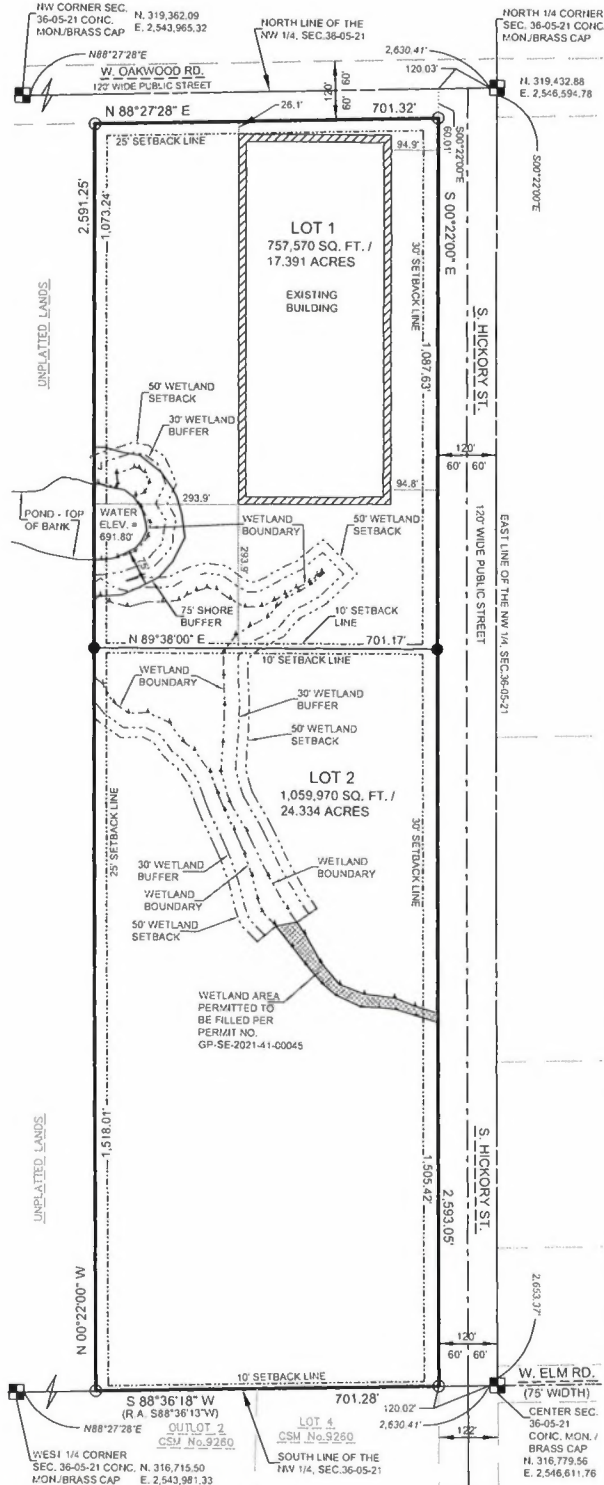


01.31.2023  
REVISED  
03.22.2023



226 W. WISCONSIN AVE.  
APPLETON, WI 54911  
kapurinc.com


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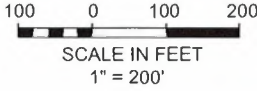


# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin.

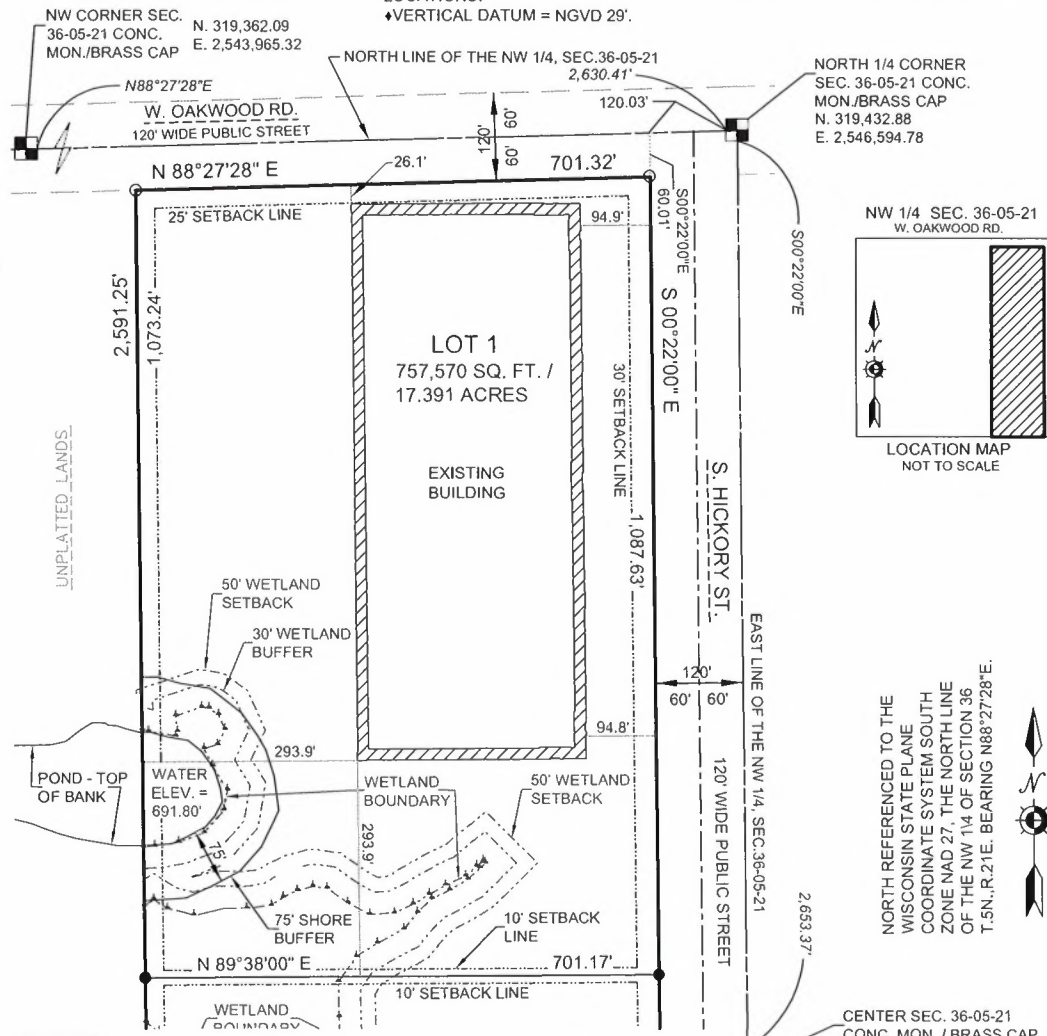
**LEGEND:**

- = 1-1/4" O.D. IRON PIPE FOUND
- = 1-1/4" O.D. X 24" LONG, IRON PIPE SET, WEIGHING 1.68 LBS./LINEAL FT.
- R.A. = RECORDED AS
-  = EXISTING BUILDING OUTLINE



**NOTES:**

- ◆ WETLANDS AS SHOWN HEREON, PER WETLAND DELINEATION PERFORMED BY SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION ON 8/27/2015 AND VERIFIED ON 4/20/2020.
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- ◆ THE APPROXIMATE ORDINARY HIGH WATER MARK, USED TO DETERMINE THE 75' SHORE BUFFER, IS THE TOP OF BANK OF THE POND. APPROXIMATE ORDINARY HIGH WATER MARK IS SHOWN FOR REFERENCE ONLY.
- ◆ SEE SHEETS 2-5, FOR EXISTING AND PROPOSED CONTOURS AND BORING LOCATIONS.
- ◆ VERTICAL DATUM = NGVD 29'.



**ZONING:**

PLANNED DEVELOPMENT DISTRICT 39  
 BUSINESS PARK AREA  
 MINIMUM SETBACK REQUIREMENTS PER  
 TABLE 15-3.0444B:  
 FRONT YARD: 30'  
 SIDE YARD: 10'  
 SIDE YARD CORNER LOT 25'  
 REAR YARD: 25'



01.31.2023  
 REVISED 03.22.2023

**kapur** 226 W. WISCONSIN AVE.  
 APPLETON, WI 54911  
 kapurinc.com


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# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

SHEET 3 OF 14

Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin.

### LEGEND:

- = 1-1/4" O.D. IRON PIPE FOUND
- = 1-1/4" O.D. X 24" LONG, IRON PIPE SET, WEIGHING 1.68 LBS./LINEAL FT.
- R.A. = RECORDED AS
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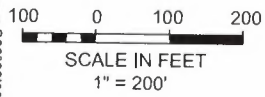
### ZONING:

PLANNED DEVELOPMENT DISTRICT 39  
BUSINESS PARK AREA  
MINIMUM SETBACK REQUIREMENTS PER  
TABLE 15-3.0444B:  
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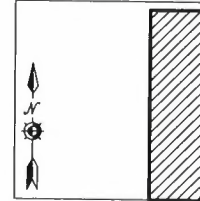
### NOTES:

◆SEE SHEETS 1 & 2, FOR CSM RELATED NOTES.

NORTH 1/4 CORNER  
SEC. 36-05-21 CONC.  
MON./BRASS CAP  
N. 319,432.88  
E. 2,546,594.78



NW 1/4 SEC. 36-05-21  
W. OAKWOOD RD.



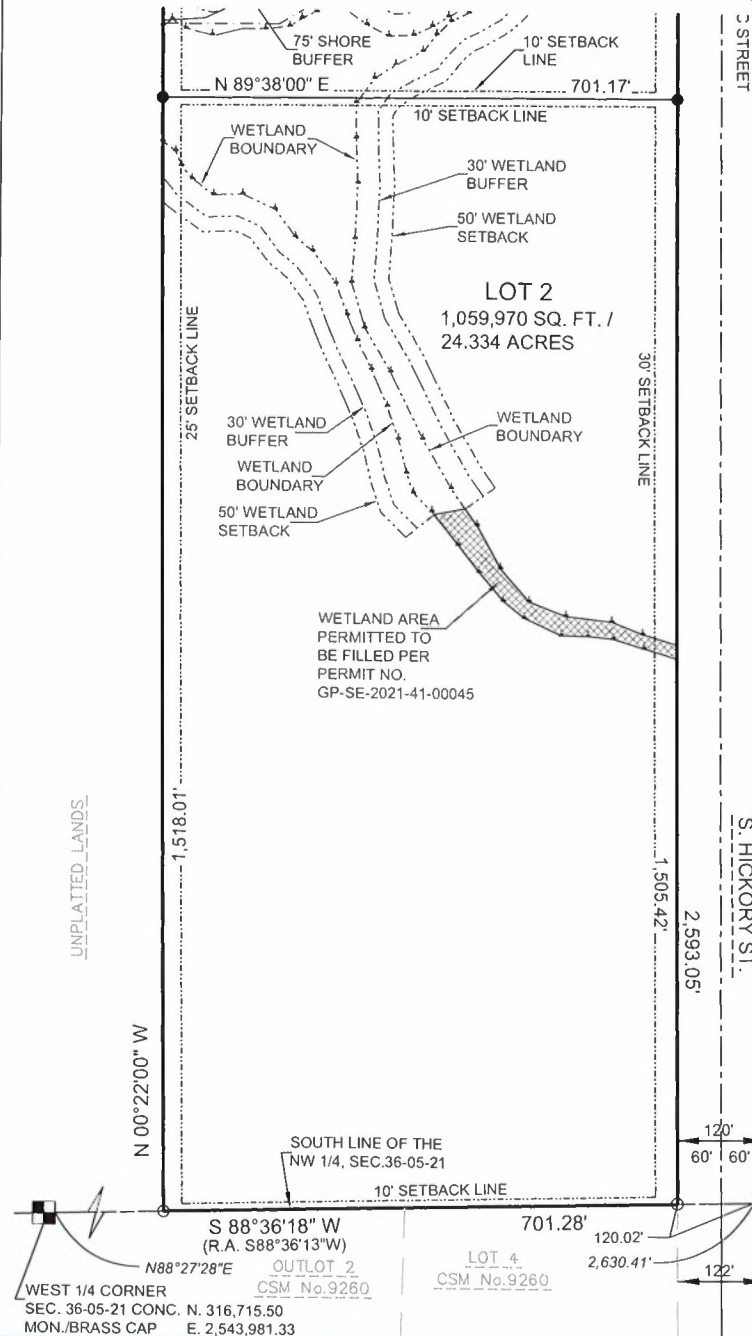
LOCATION MAP  
NOT TO SCALE

NORTH REFERENCED TO THE  
WISCONSIN STATE PLANE  
COORDINATE SYSTEM SOUTH  
ZONE 14D 27, THE NORTH LINE  
OF THE NW 1/4 OF SECTION 36  
T.5N., R.21E., BEARING N88°27'28"E.



01.31.2023  
REVISED 03.22.2023

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S:\Std\Bgn\Wongard Partners\200556 History Street Franklin\Survey\DWG\200556\_CSM.dwg UNPLATTED LANDS



**Kapur** 226 W. WISCONSIN AVE.  
APPLETON, WI 54911  
kapurinc.com

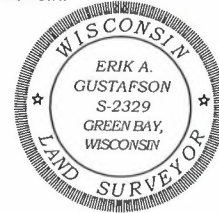
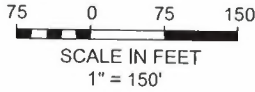


# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

SHEET 4 OF 14

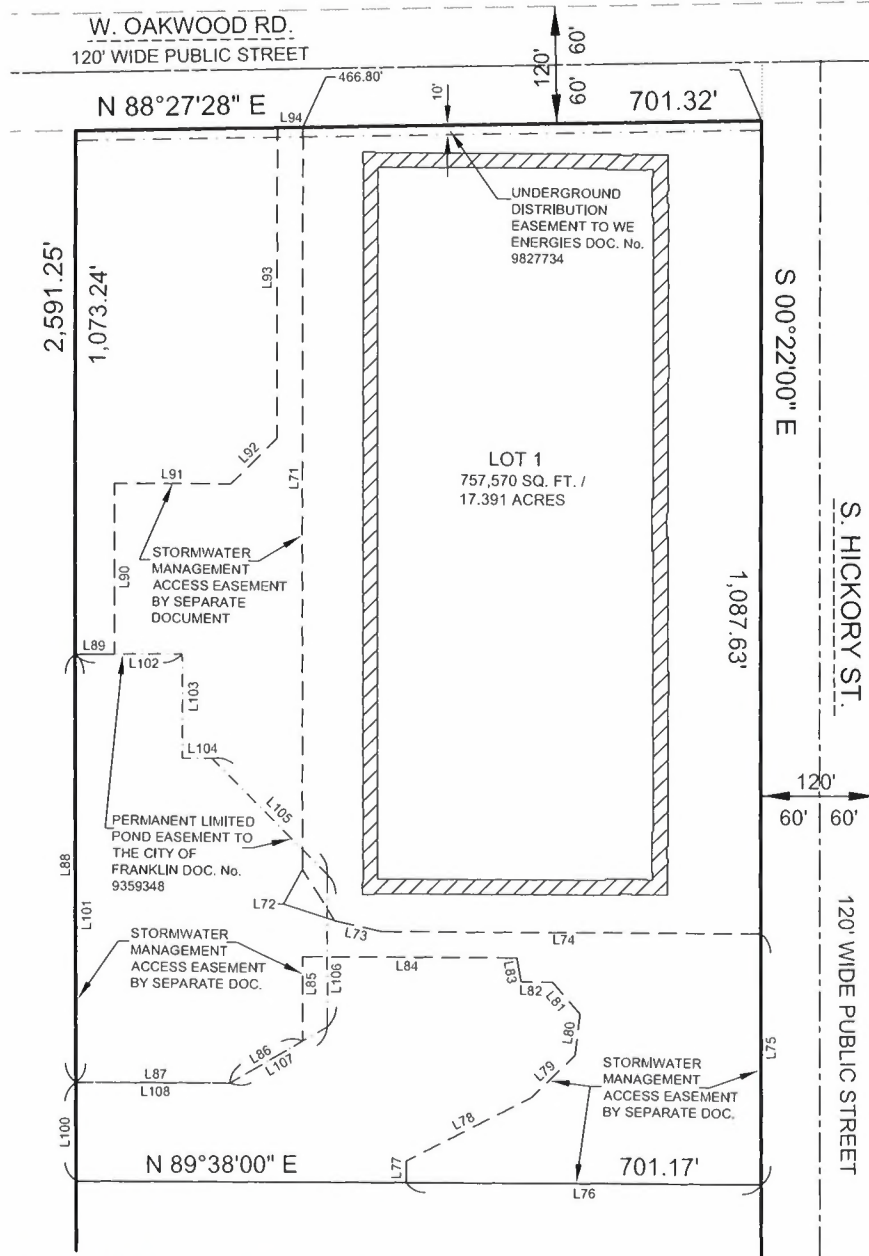
Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin.

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 27, THE NORTH LINE OF THE NW 1/4 OF SECTION 36 T.5N., R.21E. BEARING N88°27'28"E.



01.31.2023  
REVISED 03.22.2023

## EXISTING EASEMENTS



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**Kapur** 226 W. WISCONSIN AVE.  
APPLETON, WI 54911  
kapurinc.com

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

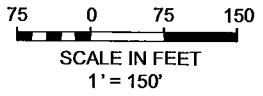
Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County Wisconsin

## EXISTING EASEMENTS

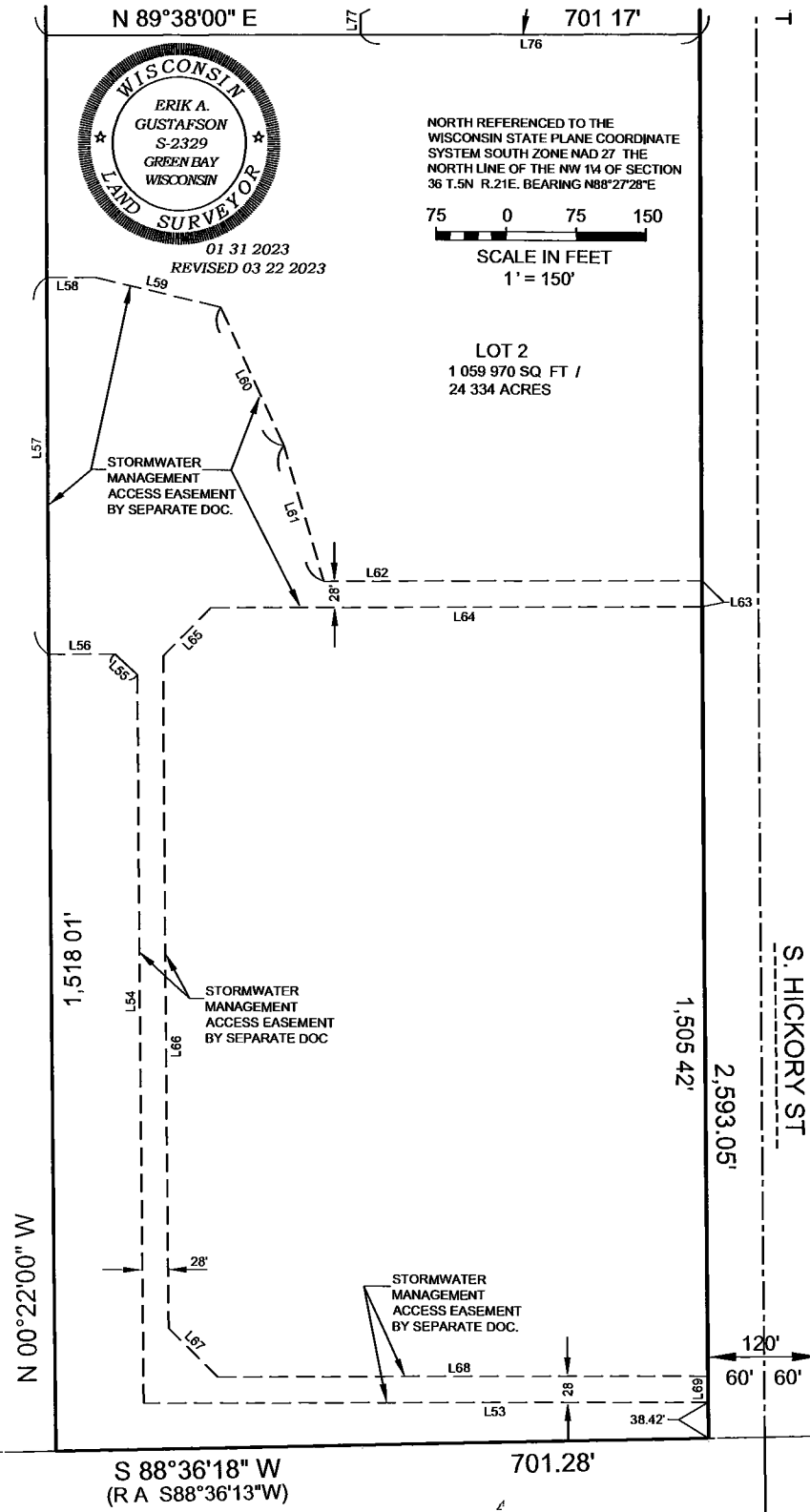


01 31 2023  
REVISED 03 22 2023

NORTH REFERENCED TO THE  
WISCONSIN STATE PLANE COORDINATE  
SYSTEM SOUTH ZONE NAD 27 THE  
NORTH LINE OF THE NW 1/4 OF SECTION  
36 T.5N R.21E. BEARING N88°27'28"E



LOT 2  
1 059 970 SQ FT /  
24 334 ACRES



W. E  
(75')

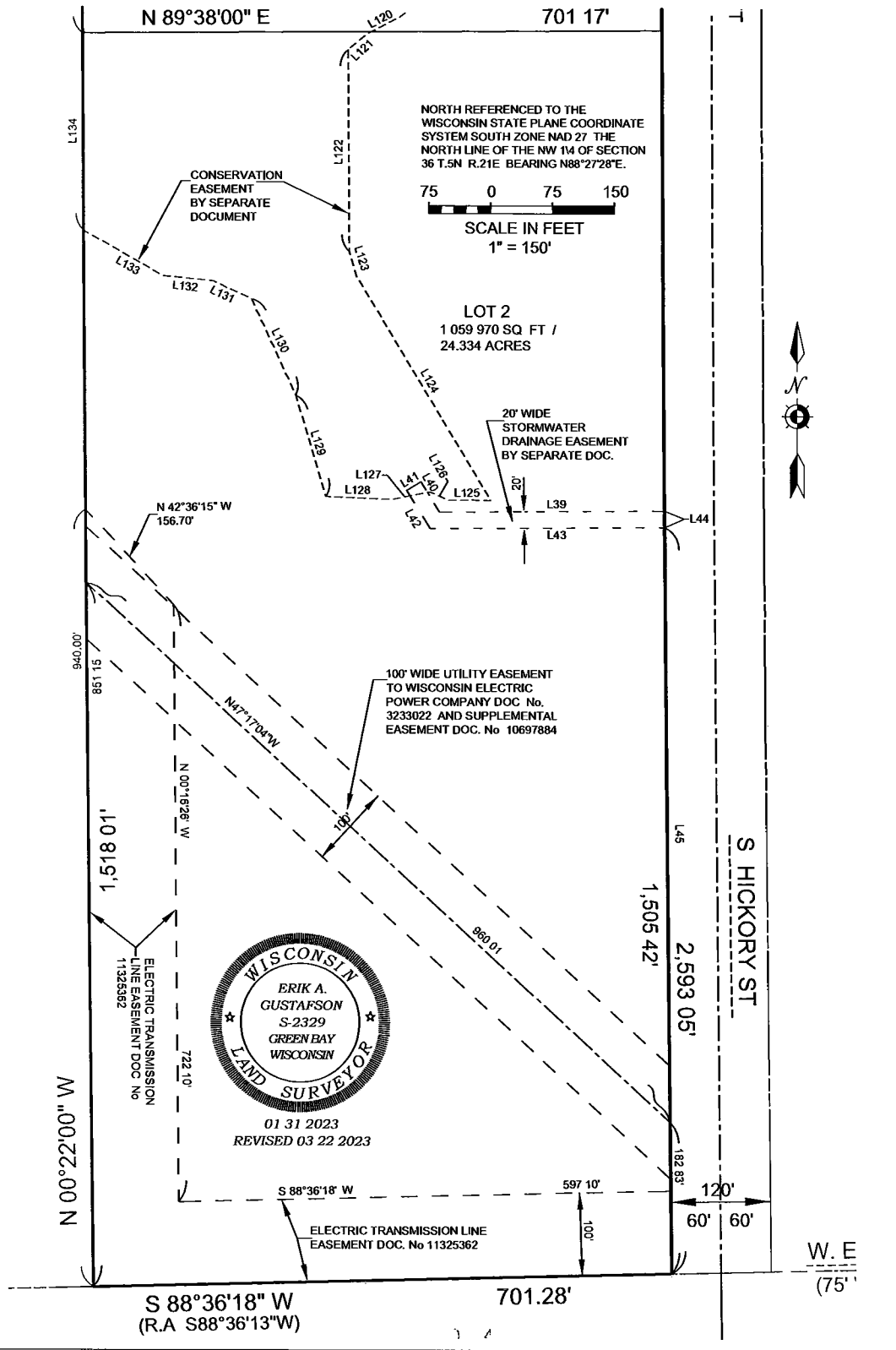
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# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

## EXISTING EASEMENTS



SAVE DATE: 3/26/2023 12:38 AM PLOT DATE: 3/26/2023 12:38 AM S:\Site\Bgn\Wongard\Partners\200558\Hickory Street Franklin\survey\DWG\200558\_CSM.dwg



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin.

## EXISTING EASEMENTS LINE TABLES

PUBLIC WATERMAIN EASEMENT

Line Table		
Line #	Length	Direction
L1	797.38	S00°22'09"E
L2	21.29	S45°54'33"E
L3	19.38	N44°05'27"E
L4	20.00	S45°54'33"E
L5	9.85	S44°58'37"W
L6	212.94	N89°42'25"E
L7	14.22	N00°30'59"W
L8	20.00	N89°28'59"E
L9	14.33	S00°30'23"E
L10	87.94	N89°41'04"E
L11	19.41	N44°34'15"E
L12	66.34	N89°36'32"E
L13	20.00	S00°22'00"E
L14	58.05	S89°36'32"W
L15	19.43	S44°34'15"W
L16	350.98	S89°42'24"W
L17	48.07	N45°53'27"W
L18	253.61	N00°21'07"W
L19	14.63	S89°37'56"W
L20	20.00	N00°22'04"W
L21	14.63	N89°37'56"E
L22	280.00	N00°22'12"W
L23	14.87	S89°28'53"W
L24	20.00	N00°31'07"W
L25	14.92	N89°28'53"E
L26	231.65	M00°22'04"W
L27	20.01	N88°27'28"E

STORMWATER DRAINAGE EASEMENT

Line Table		
Line #	Length	Direction
L39	272.66	S89°38'00"W
L40	42.58	N31°16'15"W
L41	20.00	S58°43'45"W
L42	53.92	S31°16'15"E
L43	284.00	N89°38'00"E
L44	20.00	N00°22'00"W
L45	902.53	N00°22'00"W

STORMWATER MANAGEMENT ACCESS EASEMENT

Line Table		
Line #	Length	Direction
L84	219.08	S89°38'00"W
L85	86.16	S00°22'09"E
L86	86.51	S59°39'15"W
L87	157.58	S89°39'15"W
L88	437.31	N00°22'00"W
L89	40.00	N89°13'13"E
L90	174.56	N00°22'00"W
L91	119.50	N89°38'00"E
L92	66.45	N44°37'56"E
L93	317.40	N00°22'09"W
L94	26.01	N88°27'28"E

STORMWATER MANAGEMENT ACCESS EASEMENT

Line Table		
Line #	Length	Direction
L53	606.61	S89°38'00"W
L54	780.16	N00°22'00"W
L55	32.70	N47°17'04"W
L56	70.68	S89°38'00"W
L57	404.12	N00°22'00"W
L58	51.08	N89°38'00"E
L59	139.14	S77°00'45"E
L60	163.51	S24°45'43"E
L61	151.33	S16°23'07"E
L62	405.41	N89°38'00"E
L63	28.00	S00°22'00"E
L64	526.65	S89°38'00"W
L65	73.48	S44°38'00"W
L66	720.18	S00°22'00"E
L67	73.48	S45°22'00"E
L68	526.65	N89°38'00"E
L69	28.00	S00°22'00"E

PERMANENT LIMITED POND EASEMENT

Line Table		
Line #	Length	Direction
L100	100.93	N00°22'00"W
L101	437.31	N00°22'00"W
L102	110.00	N89°13'13"E
L103	106.70	S00°20'45"E
L104	30.02	N89°39'15"E
L105	166.78	S45°20'45"E
L106	155.66	S00°20'45"E
L107	115.71	S59°39'15"W
L108	157.58	S89°39'15"W

CONSERVATION EASEMENT

Line Table		
Line #	Length	Direction
L110	20.00	N88°27'28"E
L111	909.26	S00°22'00"E
L112	49.21	S64°09'34"E
L113	192.97	N77°09'41"E
L114	81.29	S57°26'43"E
L115	147.55	N60°43'25"E
L116	36.98	N89°38'00"E
L117	48.99	S45°19'32"E
L118	54.06	S00°22'00"E
L119	173.02	S52°13'49"W
L120	44.29	S62°37'40"W
L121	30.00	S50°18'37"W
L122	245.61	S00°22'00"E
L123	30.00	S16°15'36"E
L124	317.31	S30°54'05"E
L125	51.35	N89°40'22"W
L126	24.40	N66°19'18"W
L127	47.35	S78°46'59"W
L128	79.65	N87°36'13"W
L129	127.97	N16°23'07"W
L130	128.24	N24°45'43"W
L131	51.60	N65°05'41"W
L132	61.11	N84°13'09"W
L133	110.32	N60°19'01"W
L134	1313.38	N00°22'00"W

STORMWATER DRAINAGE EASEMENT

Line Table		
Line #	Length	Direction
L30	737.18	S00°22'00"E
L31	127.61	S22°24'06"W
L32	121.29	S89°40'37"W
L33	45.03	S37°52'41"W
L34	20.00	S52°07'19"E
L35	35.32	N37°52'41"E
L36	124.89	N89°40'37"E
L37	93.26	N22°24'06"E
L38	51.68	N00°22'00"W

STORMWATER MANAGEMENT ACCESS EASEMENT

Line Table		
Line #	Length	Direction
L71	758.51	S00°22'09"E
L72	61.93	S32°39'44"E
L73	49.52	S77°39'44"E
L74	387.27	N89°38'00"E
L75	256.26	S00°22'00"E
L76	363.02	S89°38'00"W
L77	22.29	N00°22'00"W
L78	143.59	N62°37'40"E
L79	62.28	N45°34'54"E
L80	42.80	N06°46'29"E
L81	42.80	N40°55'45"W
L82	32.58	S89°38'00"W
L83	24.84	N10°01'41"W



01.31.2023  
REVISED 03.22.2023

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226 W. WISCONSIN AVE.  
APPLETON, WI 54911  
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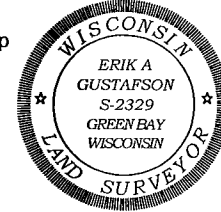
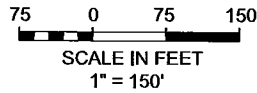
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

SHEET 9 OF 14

Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36 Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

## BORING LEGEND

B = AREA OF PROPOSED BUILDING  
 P = AREA OF PROPOSED PAVEMENT  
 SW = AREA OF ORIGINAL PROPOSED STORM WATER MANAGEMENT EXPANSION

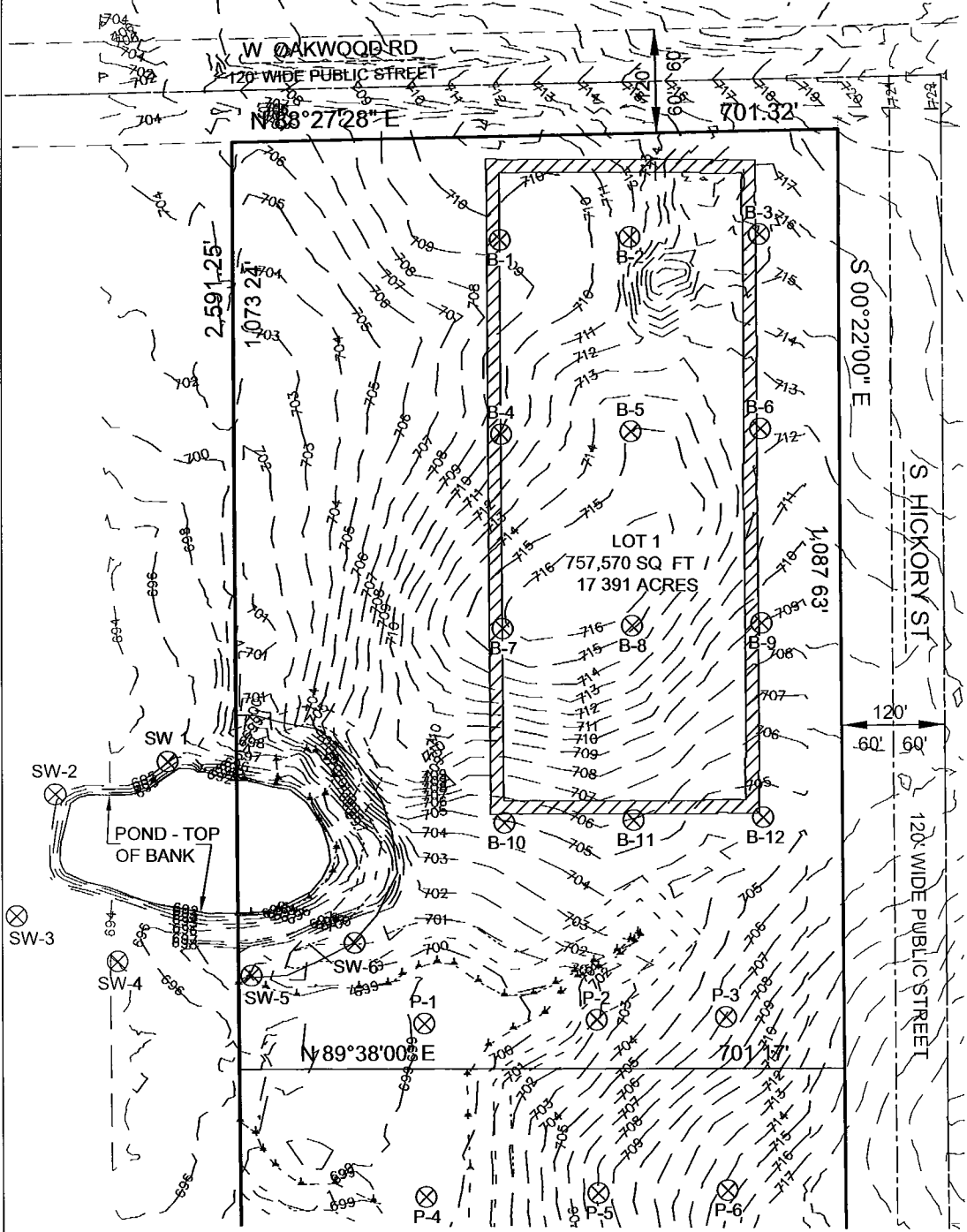


01 31 2023  
 REVISED 03 22 2023

## NOTES

◆ EXISTING CONTOURS PRIOR TO BUILDING CONSTRUCTION

## EXISTING CONTOURS & BORINGS



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# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

SHEET 10 OF 14

Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin



01 31 2023

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## BORING LEGEND

- B = AREA OF PROPOSED BUILDING
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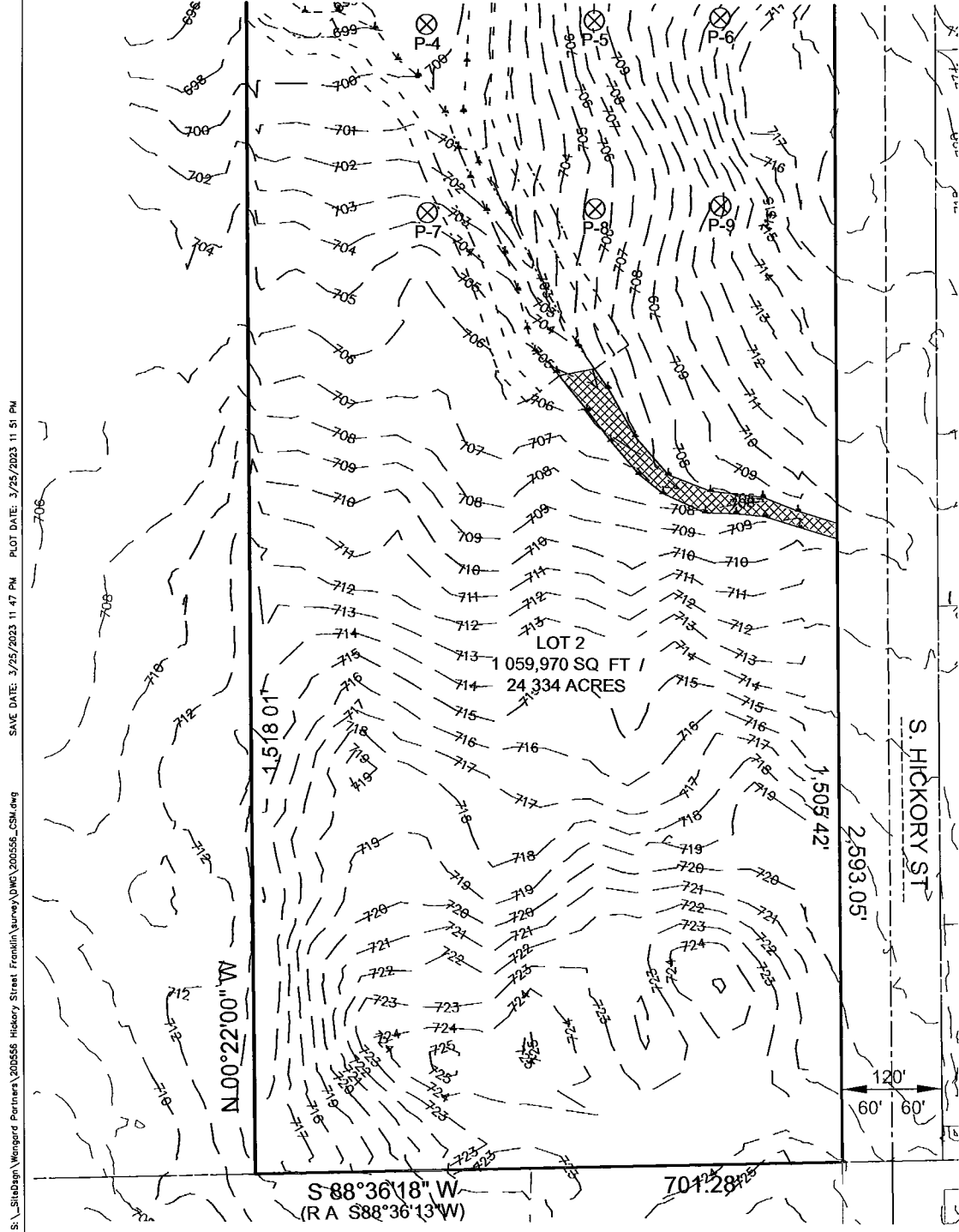
SCALE IN FEET

1" = 150'

## NOTES

- ◆ EXISTING CONTOURS PRIOR TO BUILDING CONSTRUCTION

## EXISTING CONTOURS & BORINGS



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# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

SHEET 11 OF 14

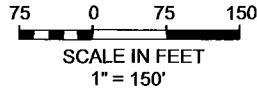
Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin



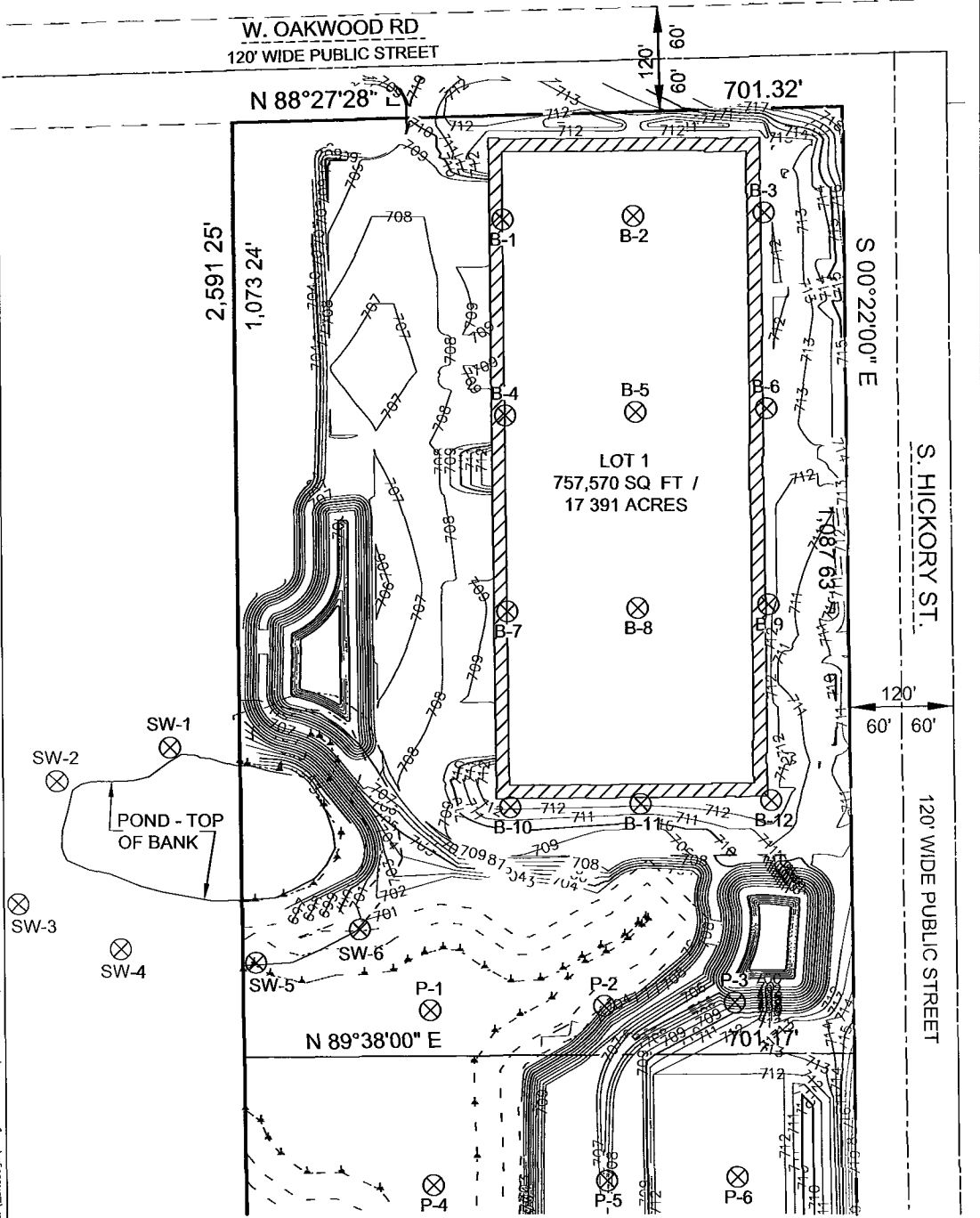
01 31 2023  
REVISED 03 22 2023

## BORING LEGEND

B = AREA OF PROPOSED BUILDING  
P = AREA OF PROPOSED PAVEMENT  
SW = AREA OF ORIGINAL PROPOSED  
STORM WATER MANAGEMENT EXPANSION



## PROPOSED CONTOURS & BORINGS



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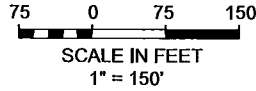
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

SHEET 12 OF 14

Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North, Range 21 East situated in the City of Franklin Milwaukee County, Wisconsin

## BORING LEGEND

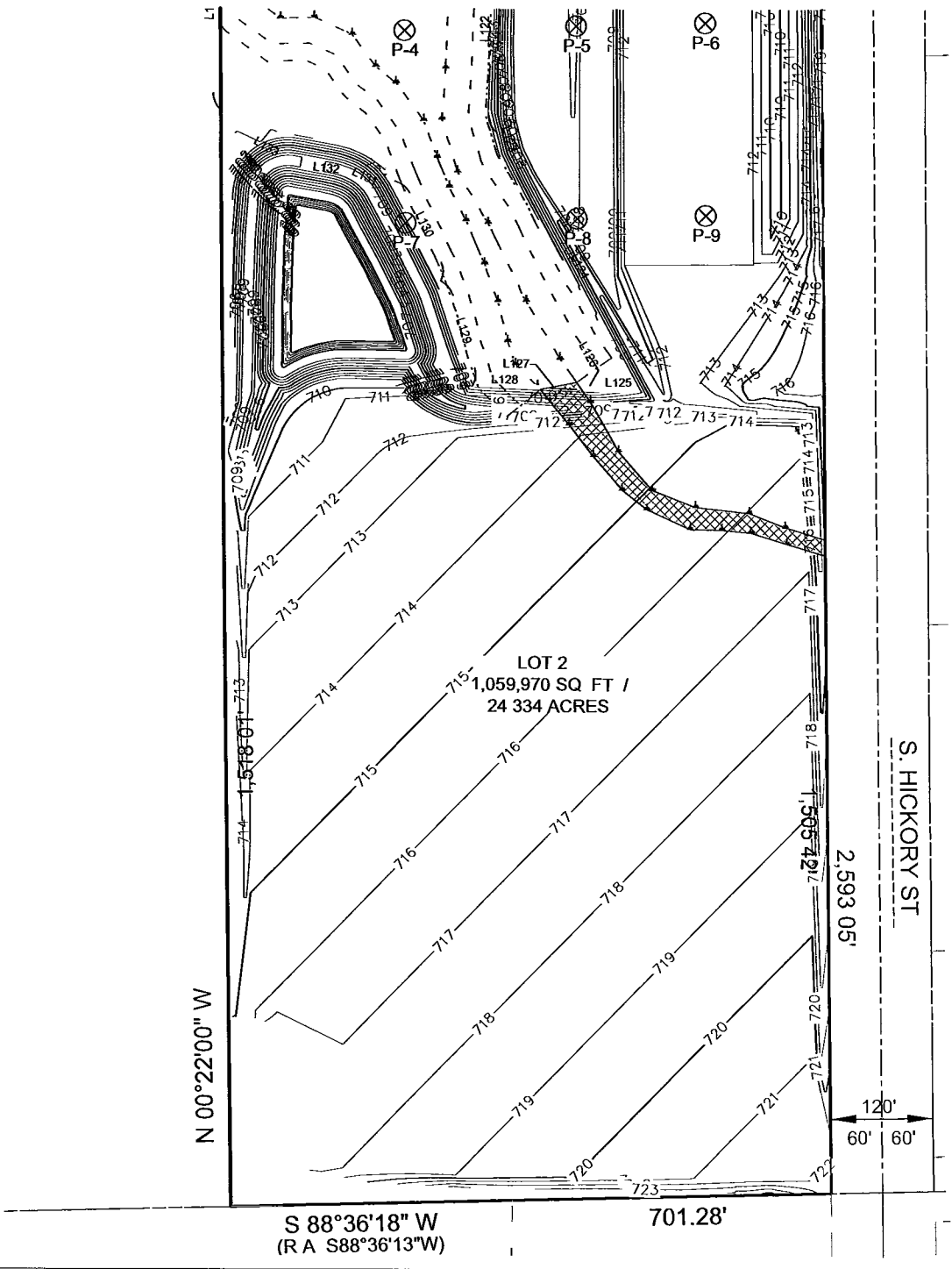
B = AREA OF PROPOSED BUILDING  
 P = AREA OF PROPOSED PAVEMENT  
 SW = AREA OF ORIGINAL PROPOSED STORM WATER MANAGEMENT EXPANSION



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 REVISED 03 22 2023

## PROPOSED CONTOURS & BORINGS

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# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin.

### SURVEYOR'S CERTIFICATE:

I hereby certify that by the direction of Oakwood Industrial LLC, I have surveyed, divided, and mapped the land shown and described hereon, being a part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin, bounded and described by deed as follows:

The East fifty (50) acres of the Northwest Quarter of Section Numbered thirty-six (36), in Township Numbered Five (5) North of Range Numbered Twenty-One (21) East, in the City of Franklin, Milwaukee County, Wisconsin.

EXCEPTING THEREFROM; lands conveyed in Quit Claim Deed recorded May 11, 1989, Reel 2329, Image 410, as Document No. 6275397, described as follows: That part of the Northwest 1/4 of Section 36, Town 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded as described as follows: Commencing at the Southeast corner of said Northwest 1/4 Section; thence South 88°36'18" West (South 88°36'23" West, deed) along the south line of said 1/4 Section, 60.01 feet to a point; thence North 00°22'00" West, (North 00°21'20" West, deed) and parallel to the east line of said 1/4 Section, 30.01 feet to a point; thence North 88°36'18" East (North 88°36'23" East, deed) 60.01 feet to a point; thence South 00°22'00" East, (South 00°21'20" East, deed) along the east line of said 1/4 Section, 30.01 feet to the point of Beginning.

FURTHER EXCEPTING THEREFROM; lands conveyed in Warranty Deed recorded June 20, 2006, as Document No. 9255626.

FURTHER EXCEPTING THEREFROM; lands conveyed in Trustees Deed Recorded March 6, 2020, as Document No. 10958156.

### More particularly described as follows:

Commencing at the North 1/4 corner of said Section 36; thence South 88°27'28" West, along the north line of said NW 1/4, 120.03 feet; thence South 00°22'00" East, parallel with the east line of said NW 1/4, 60.01 feet to the intersection of the south line of W. Oakwood Rd. with the west line of S. Hickory St., and the Point of Beginning; thence continuing South 00°22'00" East, along said west line and parallel with said east line, 2,593.05 feet to the south line of said NW 1/4; thence South 88°36'18" West, along said south line, 701.28 feet; thence North 00°22'00" West parallel with said east line of the NW 1/4, 2,591.25 feet to said south line of W. Oakwood Rd.; thence North 88°27'28" East, along said south line, 701.32 feet to the Point of Beginning.

Containing 1,817,540 square feet / 41.725 acres of land, more or less.

I further certify that I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the City of Franklin Unified Development Ordinance Division 15, in surveying, dividing, and mapping and that this Certified Survey Map is a true and correct representation of all of the exterior boundaries of the land surveyed and the division of said land.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Erik A. Gustafson S-2329



01.31.2023  
REVISED 03.22.2023

### CITY OF FRANKLIN COMMON COUNCIL APPROVAL:

Approved and accepted by the Common Council of the City of Franklin, Resolution No. \_\_\_\_\_, signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Stephen Olson, City of Franklin Mayor

\_\_\_\_\_  
Karen Kastenson, City of Franklin City Clerk

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226 W. WISCONSIN AVE.  
APPLETON, WI 54911  
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OWNER / SUBDIVIDER:  
OAKWOOD INDUSTRIAL LLC  
1200 N. MAYFAIR RD. SUITE 410  
MILWAUKEE, WI 53226

SURVEYOR:  
KAPUR & ASSOCIATES, INC.  
7711 N. PORT WASHINGTON ROAD  
MILWAUKEE, WI 53217  
414.351.6668



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

SHEET 14 OF 14

Being a part of the part of the NE1/4 and the SE1/4 of the NW1/4 of Section 36, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin.

## OWNER'S CERTIFICATE:

Oakwood Industrial LLC, as owner, does hereby certify that they have caused the land shown and described on this Certified Survey Map to be surveyed, divided, and mapped as represented hereon.

IN WITNESS WHEREOF, the said Oakwood Industrial LLC, has caused these presents to be signed by Matt Moroney, the President of Wangard Partners, Inc., Manager of Wangard Operations LLC, by Wangard Entity Manager, Manager, at Milwaukee, Wisconsin, on this \_\_\_\_, day of \_\_\_\_\_, 20\_\_.

OAKWOOD INDUSTRIAL LLC  
a Wisconsin limited liability company

By: Wangard Entity Manager LLC  
As Manager for Oakwood Industrial LLC  
By: Wangard Operations LLC, its Manager

\_\_\_\_\_  
By: Wangard Partners, Inc.  
Matt Moroney, President

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, Matt Moroney, the President of Wangard Partners, Inc., Manager of Wangard Operations LLC, Manager of Wangard Entity Manager, to me known to be the person who executed the foregoing instrument, and known to be such Manager of OAKWOOD INDUSTRIAL LLC and acknowledge that they executed the foregoing instrument as such Manager of OAKWOOD INDUSTRIAL LLC, by its authority.

(Notary Seal) \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Wisconsin.

My Commission (expires) (is permanent) \_\_\_\_\_.

## CONSENT OF CORPORATE MORTGAGEE:

ASSOCIATED BANK N.A., mortgagee of that portion of the land described in this Certified Survey Map, does hereby consent to the surveying, dividing, and mapping of the land described, shown and represented hereon, and does hereby consent to the certificate of the owner.

IN WITNESS WHEREOF, the said ASSOCIATED BANK N.A., has caused these presents to be signed by Bradley Amundsen, its Senior Vice President, at \_\_\_\_\_, Wisconsin, and its corporate seal to be hereunto affixed, this \_\_\_\_, day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Bradley Amundsen, Senior Vice President

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, Bradley Amundsen, to me known to be the person who executed the foregoing instrument, and to me known to be such Senior Vice President of the organization, and acknowledges that he executed the foregoing instrument as such officer, by its authority.

(Notary Seal) \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Wisconsin.

My Commission (expires) (is permanent) \_\_\_\_\_.

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226 W. WISCONSIN AVE.  
APPLETON, WI 54911  
kapurinc.com



PROJECT: **OAKWOOD INDUSTRIAL**  
 LOCATION: **3617 W. OAKWOOD RD. FRANKLIN, WISCONSIN**

CLIENT: **WANGARD PARTNERS, INC.**

REVISION: **BID PACKAGE #1 - BUILDING I SITE WORK & OVERALL MASS GRADING**

NO.	DATE	DESCRIPTION
1	10/20/20	CONSTRUCTION BIDDING
2	10/20/20	CONSTRUCTION BIDDING
3	10/20/20	CONSTRUCTION BIDDING
4	10/20/20	CONSTRUCTION BIDDING
5	10/20/20	CONSTRUCTION BIDDING
6	10/20/20	CONSTRUCTION BIDDING
7	10/20/20	CONSTRUCTION BIDDING
8	10/20/20	CONSTRUCTION BIDDING
9	10/20/20	CONSTRUCTION BIDDING
10	10/20/20	CONSTRUCTION BIDDING

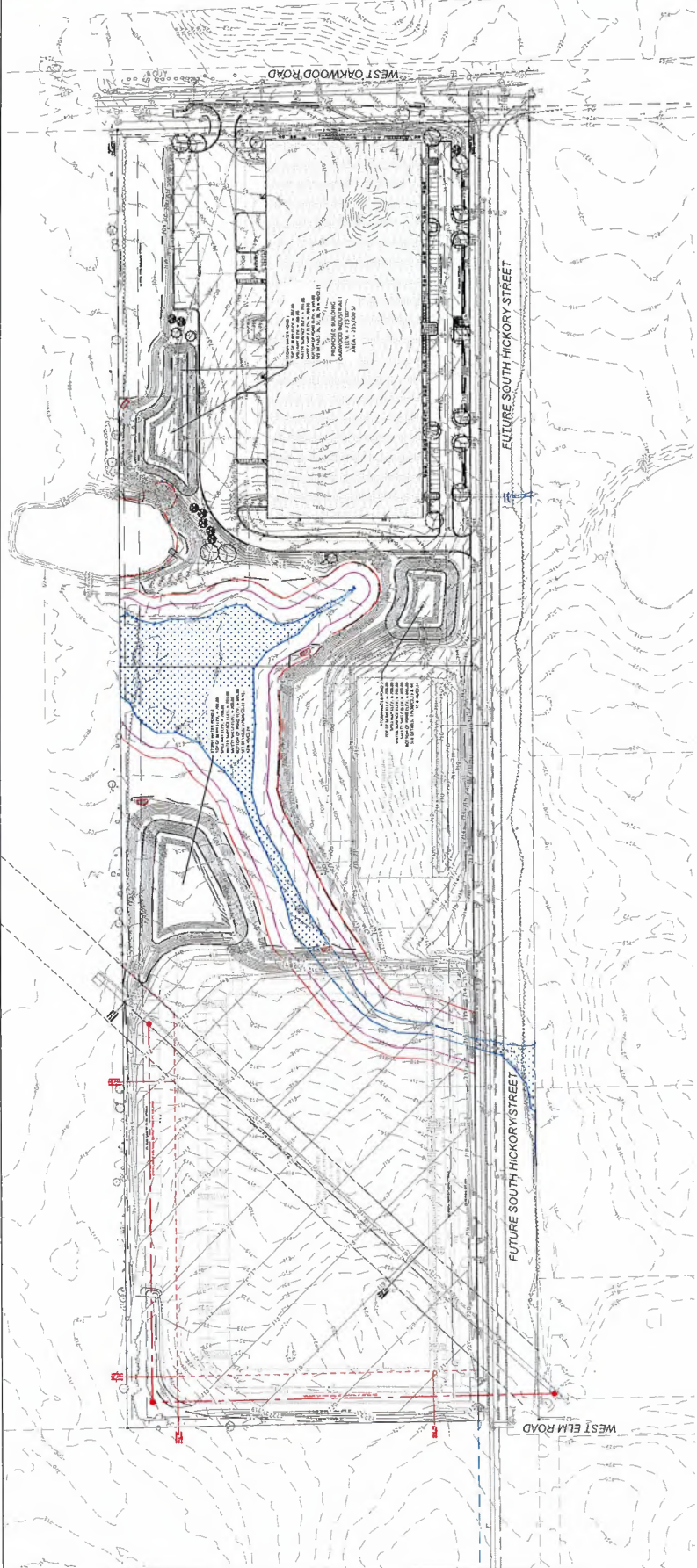


SCALE: 1" = 100'  
 SCALE: 1" = 100'

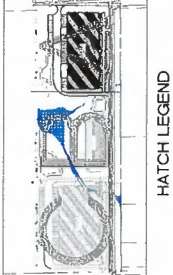
all in

PROJECT: **OVERALL SITE LANDSCAPE PLAN**  
 PROJECT NUMBER: 15050001  
 DATE: 10/20/20

SHEET NUMBER: **L1.10**



MINIMUM LANDSCAPE SURFACE RATIO  
 PERMITTED: 0.25  
 PROPOSED: 0.44



**HATCH LEGEND**

PRODUCT	DESCRIPTION
[Solid black]	PRODUCT LIMITS
[Dotted pattern]	WETLAND BUFFER - NO BUILD
[Diagonal lines]	WETLAND BUFFER - NO BUILD
[Cross-hatch pattern]	WETLAND BUFFER - NO BUILD
[Stippled pattern]	WETLAND BUFFER - NO BUILD
[Diagonal lines]	WETLAND BUFFER - NO BUILD
[Cross-hatch pattern]	WETLAND BUFFER - NO BUILD
[Stippled pattern]	WETLAND BUFFER - NO BUILD

APPLICANT:  
 STEWART M. WANGARD  
 WP PROPERTY ACQUISITIONS LLC  
 1200 N. MAYFAIR ROAD, SUITE 310  
 MILWAUKEE, WI 53226  
 414-772-7300  
 mbale@wangard.com

APPLICANT'S REPRESENTATIVE:  
 MARK LAKE  
 WANGARD PARTNERS, INC.  
 1200 N. MAYFAIR ROAD, SUITE 310  
 MILWAUKEE, WI 53226  
 414-772-7300  
 mbale@wangard.com

PROPERTY OWNER:  
 WENDT FAMILY TRUST  
 113 S. FOREST HILLS CIRCLE  
 FORT PIERCE, FL 34947  
 fczmc@earthlink.net

CIVIL ENGINEER:  
 MICHAEL J. FROELICH, P.E.  
 KAPUR & ASSOCIATES, INC.  
 2711 N. PORT WASHINGTON ROAD  
 MILWAUKEE, WI 53217  
 414-751-7265  
 mifroelich@kapurinc.com

\*NOTE 1: RESTORATION OF AREAS THAT FALL WITHIN THE WETLANDS BUFFER/SETBACK SHALL BE NON-AGGRESSIVE SPECIES CONSISTING OF NATIVE VEGETATION. IN ADDITION, FERTILIZER SHALL NOT BE APPLIED WITHIN THE BUFFER/SETBACK AREAS.



APPLICANT:  
 STEWART M. WANGARD  
 WP PROPERTY ACQUISITIONS LLC  
 1200 N. MAYFAIR ROAD, SUITE 310  
 MILWAUKEE, WI 53226  
 414-771-1200  
 msk@stewartwangard.com

APPLICANTS REPRESENTATIVE:  
 MARK LAKE  
 WANGARD PARTNERS, INC.  
 1200 N. MAYFAIR ROAD, SUITE 310  
 MILWAUKEE, WI 53226  
 mlake@stewartwangard.com

PROPERTY OWNER:  
 WIENDT FAMILY TRUST  
 8113 S. FOREST HILLS CIRCLE  
 FRANKLIN, WI 53132  
 kacmarhome@gmail.com

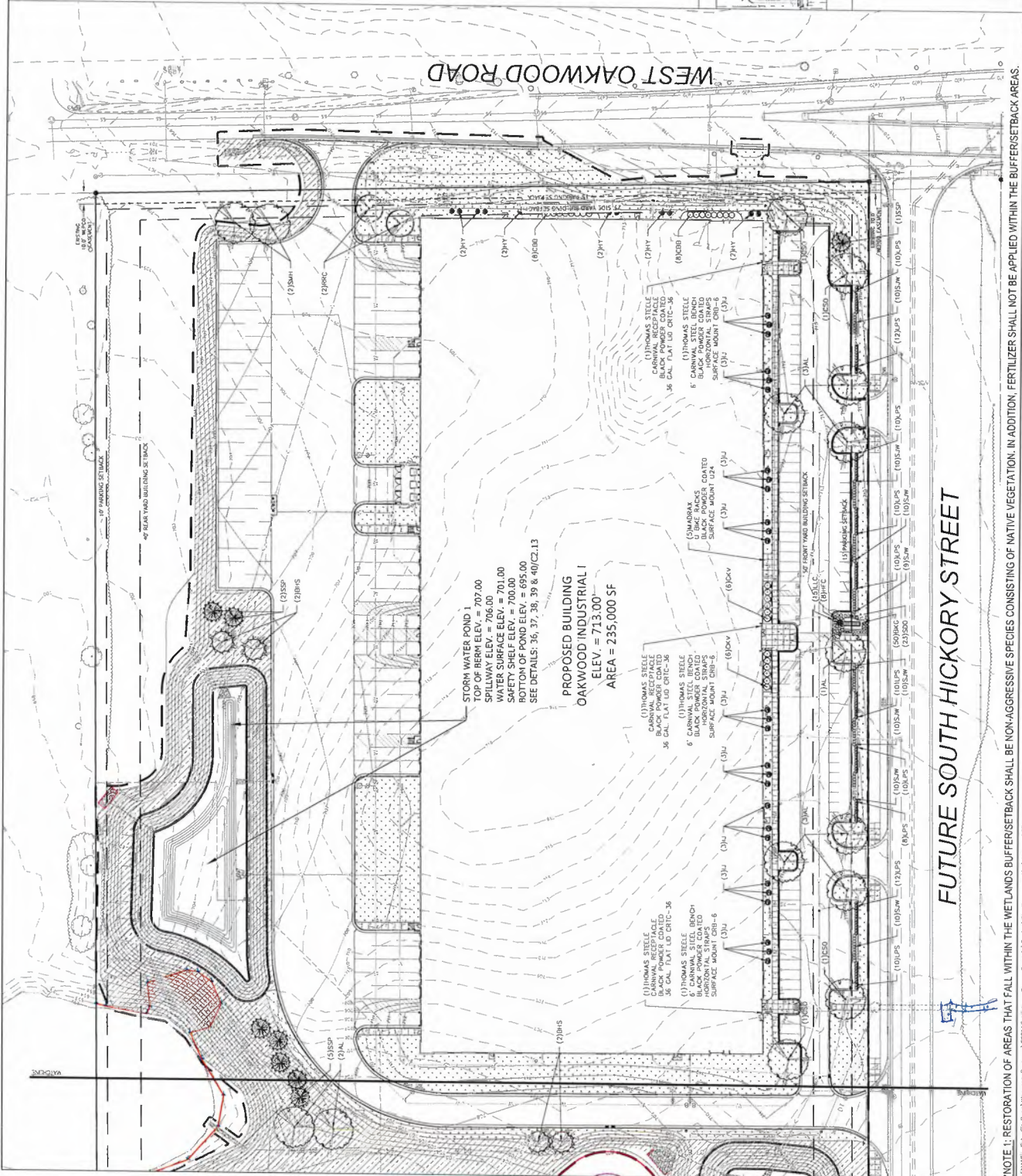
CIVIL ENGINEER:  
 MICHAEL J. FRÖGELICH, P.E.  
 KAPUR & ASSOCIATES, INC.  
 7711 N. PORT WASHINGTON ROAD  
 MILWAUKEE, WI 53217  
 mifroehlich@kapurinc.com

MINIMUM LANDSCAPE SURFACE RATIO  
 PERMITTED: 0.25  
 PROPOSED: 0.44

VICINITY MAP  


HATCH LEGEND

- PROJECT LIMITS
- 30' WETLAND BUFFER - NO BUILD
- 30' WETLAND SETBACK - NO BUILD
- AREAS DETERMINED BY OBSERVATION
- AS BEING RESTORED TO ORIGINAL CONDITION
- AS BEING RESTORED TO ORIGINAL CONDITION WITH PLANTING
- AS BEING RESTORED TO ORIGINAL CONDITION WITH PLANTING AND MULCH (10% MULCH REQUIRED)
- AS BEING RESTORED TO ORIGINAL CONDITION WITH PLANTING AND MULCH (20% MULCH REQUIRED)
- AS BEING RESTORED TO ORIGINAL CONDITION WITH PLANTING AND MULCH (30% MULCH REQUIRED)
- AS BEING RESTORED TO ORIGINAL CONDITION WITH PLANTING AND MULCH (40% MULCH REQUIRED)
- AS BEING RESTORED TO ORIGINAL CONDITION WITH PLANTING AND MULCH (50% MULCH REQUIRED)
- AS BEING RESTORED TO ORIGINAL CONDITION WITH PLANTING AND MULCH (60% MULCH REQUIRED)
- AS BEING RESTORED TO ORIGINAL CONDITION WITH PLANTING AND MULCH (70% MULCH REQUIRED)
- AS BEING RESTORED TO ORIGINAL CONDITION WITH PLANTING AND MULCH (80% MULCH REQUIRED)
- AS BEING RESTORED TO ORIGINAL CONDITION WITH PLANTING AND MULCH (90% MULCH REQUIRED)
- AS BEING RESTORED TO ORIGINAL CONDITION WITH PLANTING AND MULCH (100% MULCH REQUIRED)



WEST OAKWOOD ROAD

FUTURE SOUTH HICKORY STREET

STORM WATER POND 1  
 TOP OF BERM ELEV. = 707.00  
 SPILLWAY ELEV. = 706.00  
 WATER SURFACE ELEV. = 701.00  
 SAFETY SHELF ELEV. = 700.00  
 BOTTOM OF POND ELEV. = 695.00  
 SEE DETAILS: 36, 37, 38, 39 & 40(CZ.13)

PROPOSED BUILDING  
 OAKWOOD INDUSTRIAL I  
 ELEV. = 713.00'  
 AREA = 235,000 SF

(1) THOMAS STEEL  
 CARBON STEEL  
 BLACK POWDER COATED  
 36 GAL FLAT LG CRIC-36

(1) THOMAS STEEL  
 CARBON STEEL  
 BLACK POWDER COATED  
 6" BLACK POWDER COATED  
 SURFACE MOUNT STRIPS

(1) THOMAS STEEL  
 CARBON STEEL  
 BLACK POWDER COATED  
 36 GAL FLAT LG CRIC-36

(1) THOMAS STEEL  
 CARBON STEEL  
 BLACK POWDER COATED  
 6" BLACK POWDER COATED  
 SURFACE MOUNT STRIPS

(1) THOMAS STEEL  
 CARBON STEEL  
 BLACK POWDER COATED  
 36 GAL FLAT LG CRIC-36

\*NOTE 1: RESTORATION OF AREAS THAT FALL WITHIN THE WETLANDS BUFFERSETBACK SHALL BE NON-AGGRESSIVE SPECIES CONSISTING OF NATIVE VEGETATION. IN ADDITION, FERTILIZER SHALL NOT BE APPLIED WITHIN THE BUFFERSETBACK AREAS.



PROJECT:  
**OAKWOOD  
INDUSTRIAL**

LOCATION:  
3617 W. OAKWOOD RD.  
FRANKLIN, WISCONSIN

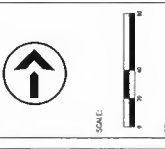
CLIENT:  
**WANGARD  
PARTNERS, INC.**

RELEASE:  
**BID PACKAGE #1 -  
BUILDING I SITE  
WORK & OVERALL  
MASS GRADING**

REVISIONS:

#	DATE	DESCRIPTION
1	08/04/16	CONSTRUCTION BIDDING
2	08/11/16	REVISED
3	08/11/16	REVISED
4	08/11/16	REVISED
5	08/11/16	REVISED
6	08/11/16	REVISED
7	08/11/16	REVISED
8	08/11/16	REVISED
9	08/11/16	REVISED
10	08/11/16	REVISED

NOT IN W/SHOP:



SHEET:  
**SITE LANDSCAPE  
PLAN - AREA B**

PROJECT MANAGER:  
DATE:  
SHEET NUMBER:  
TOTAL SHEETS:

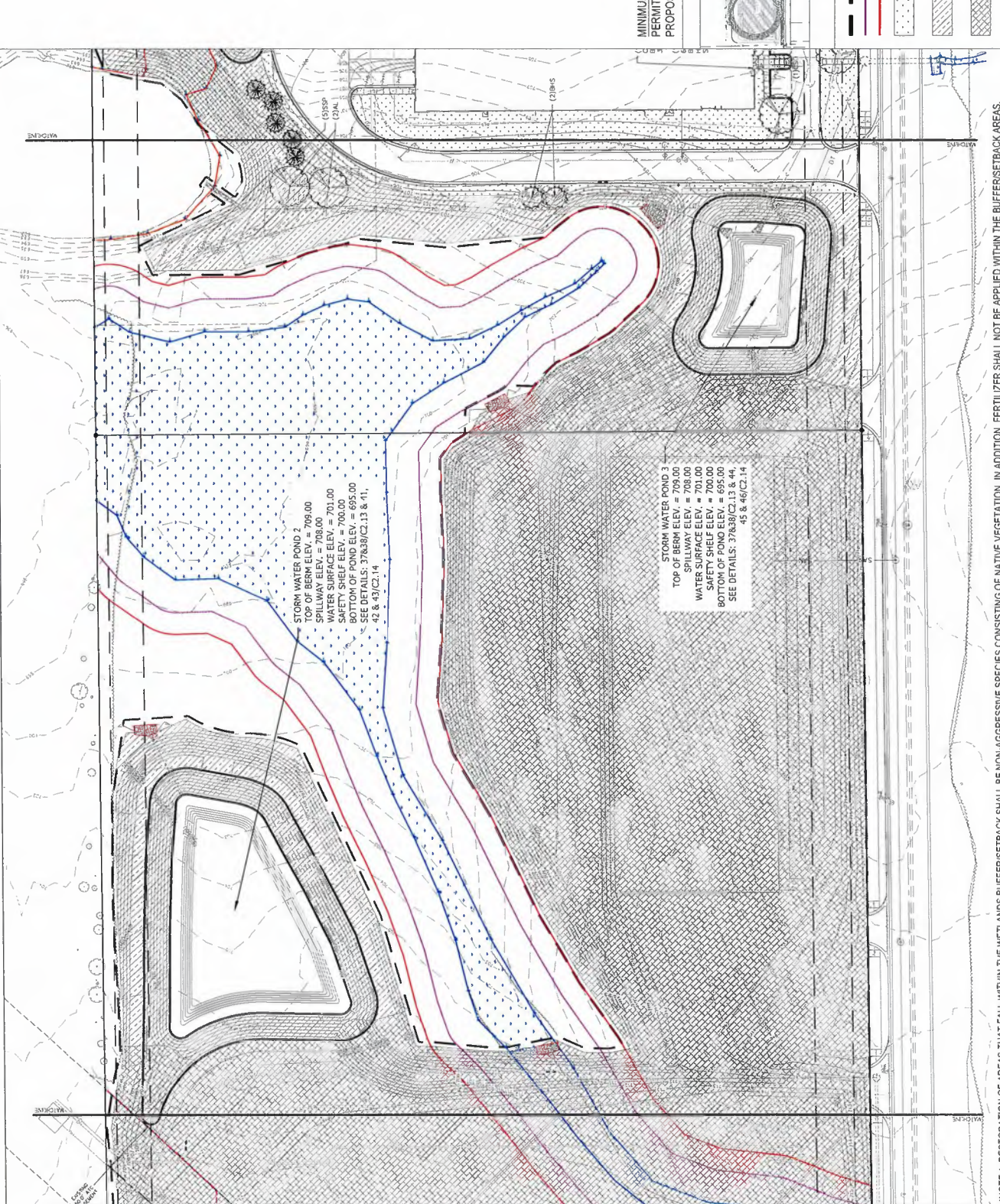
**L1.12B**

APPLICANT:  
STEWART M. WANGARD  
WP PROPERTY ACQUISITIONS LLC  
1200 N. MAPLE ROAD, SUITE 310  
MILWAUKEE, WI 53226  
414-772-1000  
mike@wspgad.com

APPLICANT'S REPRESENTATIVE:  
MARK LAKE  
WANGARD PARTNERS, INC.  
1200 N. MAPLE ROAD, SUITE 310  
MILWAUKEE, WI 53226  
414-834-4666  
mike@wspgad.com

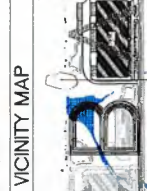
PROPERTY OWNER:  
WENDY FAMILY TRUST  
8113 S. FOREST HILLS CIRCLE  
FRANKLIN, WI 53103  
wacemilwaukee@gmail.com

CIVIL ENGINEER:  
MICHAEL J. FROEHLICH, P.E.  
KAPUR & ASSOCIATES, INC.  
7711 N. PORT WASHINGTON ROAD  
MILWAUKEE, WI 53217  
mike@kapur.com



STORM WATER POND 2  
TOP OF BERM ELEV. = 709.00  
SPILLWAY ELEV. = 708.00  
WATER SURFACE ELEV. = 701.00  
SAFETY SHELF ELEV. = 700.00  
BOTTOM OF POND ELEV. = 695.00  
SEE DETAILS: 376/38/C2.13 & 41,  
42 & 43/C2.14

STORM WATER POND 3  
TOP OF BERM ELEV. = 709.00  
SPILLWAY ELEV. = 708.00  
WATER SURFACE ELEV. = 701.00  
SAFETY SHELF ELEV. = 700.00  
BOTTOM OF POND ELEV. = 695.00  
SEE DETAILS: 376/38/C2.13 & 44,  
45 & 46/C2.14



**HATCH LEGEND**

HATCH PATTERN	DESCRIPTION
[Diagonal lines /]	PROJECT LIMITS
[Diagonal lines \]	OR WETLAND BUFFER - NO BUILD
[Stippled]	AREAS DELIMITED BY CONSTRUCTION
[Cross-hatched]	AREAS DELIMITED BY CONSTRUCTION
[Dotted]	AREAS DELIMITED BY CONSTRUCTION
[Diagonal lines /]	AREAS DELIMITED BY CONSTRUCTION
[Diagonal lines \]	AREAS DELIMITED BY CONSTRUCTION
[Cross-hatched]	AREAS DELIMITED BY CONSTRUCTION
[Dotted]	AREAS DELIMITED BY CONSTRUCTION
[Diagonal lines /]	AREAS DELIMITED BY CONSTRUCTION
[Diagonal lines \]	AREAS DELIMITED BY CONSTRUCTION
[Cross-hatched]	AREAS DELIMITED BY CONSTRUCTION
[Dotted]	AREAS DELIMITED BY CONSTRUCTION
[Diagonal lines /]	AREAS DELIMITED BY CONSTRUCTION
[Diagonal lines \]	AREAS DELIMITED BY CONSTRUCTION
[Cross-hatched]	AREAS DELIMITED BY CONSTRUCTION
[Dotted]	AREAS DELIMITED BY CONSTRUCTION
[Diagonal lines /]	AREAS DELIMITED BY CONSTRUCTION
[Diagonal lines \]	AREAS DELIMITED BY CONSTRUCTION
[Cross-hatched]	AREAS DELIMITED BY CONSTRUCTION
[Dotted]	AREAS DELIMITED BY CONSTRUCTION

\*NOTE 1: RESTORATION OF AREAS THAT FALL WITHIN THE WETLANDS BUFFER/SETBACK SHALL BE NON-AGGRESSIVE SPECIES CONSISTING OF NATIVE VEGETATION. IN ADDITION, FERTILIZER SHALL NOT BE APPLIED WITHIN THE BUFFER/SETBACK AREAS.



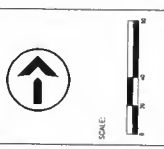
PROJECT:  
**OAKWOOD INDUSTRIAL**

LOCATION:  
3617 W. OAKWOOD RD.  
FRANKLIN, WISCONSIN

CLIENT:  
**WANGARD PARTNERS, INC.**

REVISIONS:  
**BID PACKAGE #1 - BUILDING I SITE WORK & OVERALL MASS GRADING**

#	DATE	DESCRIPTION
1	11/02/2021	CONSTRUCTION BALLPARK
2	11/02/2021	CONSTRUCTION BALLPARK
3	11/02/2021	CONSTRUCTION BALLPARK
4	11/02/2021	CONSTRUCTION BALLPARK
5	11/02/2021	CONSTRUCTION BALLPARK
6	11/02/2021	CONSTRUCTION BALLPARK
7	11/02/2021	CONSTRUCTION BALLPARK
8	11/02/2021	CONSTRUCTION BALLPARK
9	11/02/2021	CONSTRUCTION BALLPARK
10	11/02/2021	CONSTRUCTION BALLPARK



all in

SHEET:  
**SITE LANDSCAPE PLAN - AREA C**

PROJECT MANAGER: 2000431  
DATE: 11/02/2021  
SHEET NUMBER: 1130001

SHEET NUMBER:  
**L1.13C**

APPLICANT:  
STEWART M. WANGARD  
WP PROPERTY ACQUISITIONS LLC  
1200 N. MAYFAIR ROAD, SUITE 310  
MILWAUKEE, WI 53226  
mlwk@stewgarc.com

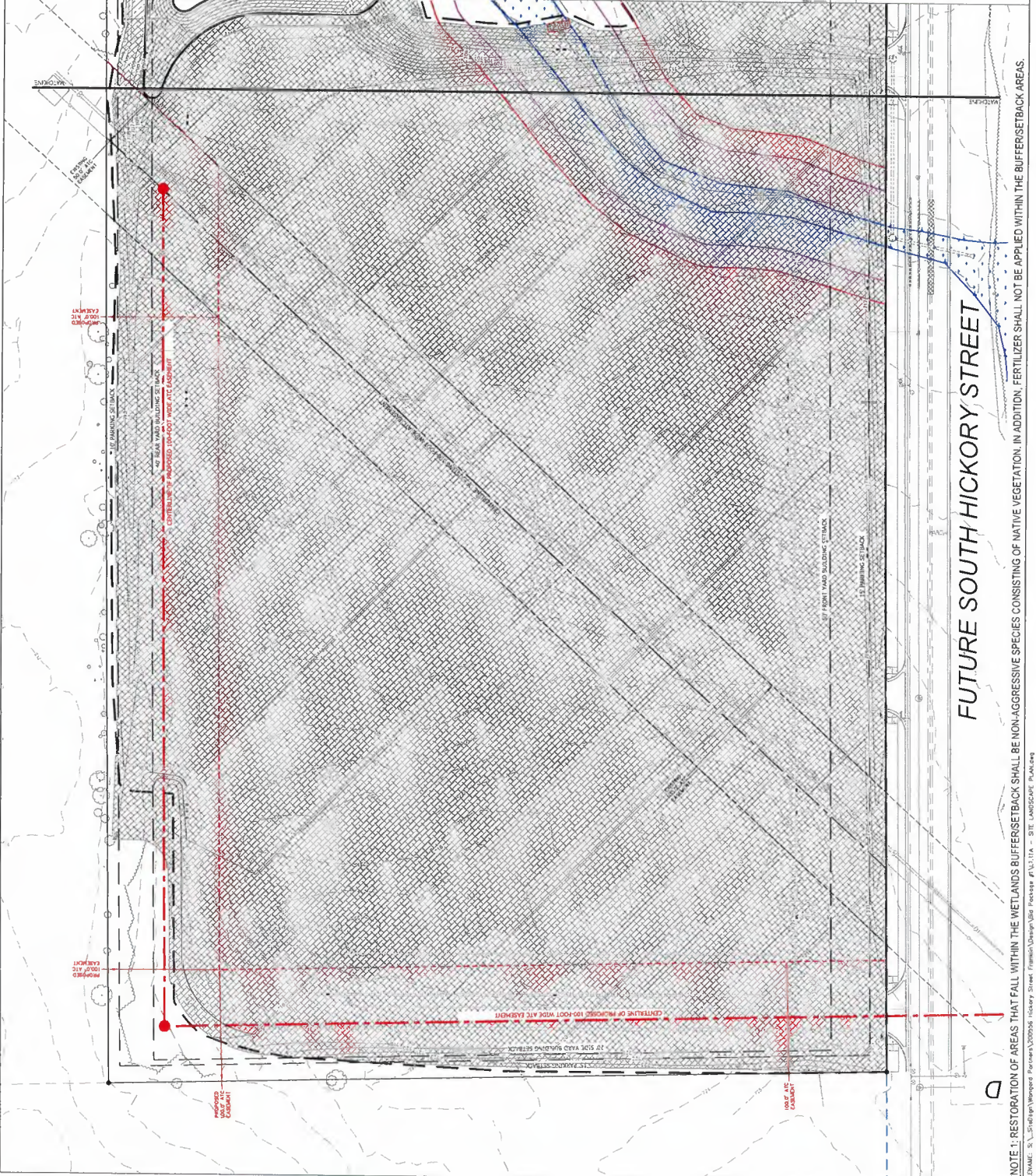
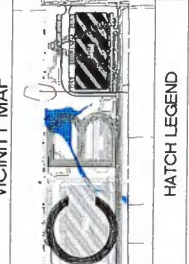
APPLICANTS REPRESENTATIVE:  
MARK LAKE  
WANGARD PARTNERS, INC.  
1200 N. MAYFAIR ROAD, SUITE 310  
MILWAUKEE, WI 53226  
mlwk@stewgarc.com

PROPERTY OWNER:  
WENGT FAMILY TRUST  
8113 S. FOREST HILLS CIRCLE  
FRANKLIN, WI 53132  
kuzmarshome@gmail.com

CIVIL ENGINEER:  
MICHAEL J. FROEHLICH, P.E.  
KAPUR & ASSOCIATES, INC.  
7711 N. PORT WASHINGTON ROAD  
MILWAUKEE, WI 53217  
mlwk@kapurinc.com

MINIMUM LANDSCAPE SURFACE RATIO  
PERMITTED: 0.25  
PROPOSED: 0.44

VICINITY MAP



NOTE 1: RESTORATION OF AREAS THAT FALL WITHIN THE WETLANDS BUFFERSETBACK SHALL BE NON-AGGRESSIVE SPECIES CONSISTING OF NATIVE VEGETATION. IN ADDITION, FERTILIZER SHALL NOT BE APPLIED WITHIN THE BUFFERSETBACK AREAS.

FILENAME: S:\Sub\Site\Wetland\Bureau\200006 Hickory Street Frankl\Wetland\Site Plan\Area C - SITE LANDSCAPE PLAN.dwg



PROJECT:  
**OAKWOOD INDUSTRIAL**

LOCATION:  
3617 N. OAKWOOD RD.  
FRANKLIN, WISCONSIN

CLIENT:  
**WANGARD PARTNERS, INC.**

RELEASE:  
**BID PACKAGE #1 - BUILDING SITE WORK & OVERALL MASS GRADING**

NO.	DATE	DESCRIPTION
1	08/20/2018	ISSUED FOR BIDDING
2	09/10/2018	REVISIONS
3	10/15/2018	REVISIONS
4	11/15/2018	REVISIONS
5	12/15/2018	REVISIONS
6	01/15/2019	REVISIONS
7	02/15/2019	REVISIONS
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293	12/15/2042	REVISIONS
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295	02/15/2043	REVISIONS
296	03/15/2043	REVISIONS
297	04/15	

Oakwood Industrial  
Interpretation of City of Franklin Unified Development Ordinance (UDO)  
Concerning Natural Resources Protection Standards

Natural Resource Protection Plan (NRPP)  
June 21, 2021

(Revised March 23, 2023 – See last page for a list of the revisions from the original NRPP)

**Executive Summary:**

A Natural Resource Protection Plan is required for the Oakwood Industrial proposed buildings and site developments located at address 3617 West Oakwood Road Franklin, Wisconsin 53132. The site is in the Northeast ¼ of Section 36, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin. It is 41.73 acres orientated North/South. The site is bordered to the North by West Oakwood Road and East by future South Hickory Street, to the West by grassland and trees and to the south by other planned developments. The site is currently zoned Planned Development District 39 (Mixed Use Business Park) and previously the site was used for agricultural purposes.

Satellite Image via Google Maps

↑ North, Not to Scale (**Approximate Subject Site Limits are Outlined in Red**)



The intent of this Natural Resource Protection Plan (hereto referred to as NRPP) is to help ensure that the City's natural resource protection standards are met and that all of the site's natural resources required to be protected under Part 4 of the Franklin Unified Development Ordinance (UDO) remain undisturbed and intact, reflective of their current natural state, unless where mitigation is permitted by the City.

### **Background & Existing Site Conditions:**

The site is currently zoned Planned Development District (Mixed Use Business Park). Previously, the site was utilized for agricultural use including a small farmstead that is located on the northeast corner of the site along West Oakwood Road. The farmstead includes a house, garage, shed and barn ruins. There is an existing stormwater pond located on the western property line. There is also an overhead Wisconsin Electric Power Company Line and high mast power pole that runs southeast through the site near the southern boundary of the property.

Currently the only vehicle access to the site is the driveway for the farmstead, but South Hickory Street will be constructed along the eastern edge of the site between W. Oakwood Road and W. Elm Road. It will provide additional access to the site when completed.

The topography of the site is variable and generally slopes from east (high) to west (low). The slopes on the site are generally under 10%, except for the existing storm pond that has steeper slopes.

Presently, water features on the site include a man-made stormwater pond located on the western site boundary. The pond was built around 2007 as part of a development to the north of the site. It will not be affected by this proposed project.

### **Considerations of Natural Resources for the Proposed Site Improvements:**

The following City defined protected natural resources have been considered for this NRPP and are further described below as applicable:

- Wetlands and Shoreland Wetlands
- Wetland Buffers
- Steep Slopes
- Lakes and Ponds
- Streams
- Shore Buffers
- Floodplains/Floodways/Floodlands
- Mature and Young Woodlands



### **Wetlands (Refer to Exhibit 1):**

A wetland is an area where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which has soils indicative of wet conditions.

The wetland was field inspected by SEWRPC between May and August 2015 and then verified in 2020 by SEWRPC. The delineation indicated there were three wetlands on the site. They are all located along the western property boundary.

- 1) Wetland 1 is the northmost wetland on the site. It is 4,973 SF (0.114 acres) and will not be impacted by the proposed development. However, this wetland was de-mapped per a professionally assured wetland delineation report completed by Evergreen Consultants, LLC, date May 12, 2022. Thus, this wetland has been removed from the plans and exhibits.
- 2) Wetland 2 located directly south of Wetland 1 and is located inside of the existing stormwater pond on the site. The wetland is 16,724 SF (0.384 acres), but it is an artificial wetland therefore it is exempt from being considered a resource feature on the site. Wetland 2 will not be impacted by the proposed development.
- 3) Wetland 3 is the southmost wetland on the site. Wetland 3 is 94,378 SF (2.167 acres) and 9,775 SF (0.224 acres) of it will be disturbed as part of the proposed project. Approximately 22,938 SF (0.527 acres) of wetland buffer will also be disturbed, and 16,281 SF (0.374 acres) of wetland setback will be disturbed. Impacts to the wetland have been assessed and minimized to the maximum extent practicable by project stakeholders.

### **Shoreland Wetland:**

A shoreland wetland is a specific type of wetland that is located within a shoreland area. For this site, a shoreland wetland is any wetland that is within 1,000 feet of a pond or within 300 feet from a stream or to the landward side of floodplain areas. The only pond on the property is a manmade stormwater pond, so none of the wetlands are considered shoreland wetlands.

### **Wetland Buffers (Refer to Exhibit 1):**

The wetland buffer is the undisturbed land area within 30 feet landward of the delineated boundary of any wetland and parallel to that delineated wetland boundary. Impacts to wetland buffer will only occur at Wetland 3.

### **Steep Slopes (Refer to Exhibit 2):**

There are three categories of steep slopes based on the relative degree of the steepness of the slope as follows: ten (10) to twenty (20) percent, twenty (20) to thirty (30) percent and greater than thirty (30) percent. No land area shall be considered a steep slope unless the steep slope area has at least ten (10) foot vertical drop and has a minimum area of five thousand (5,000) square feet. Steep slopes exclude man-made steep slopes. Presence of steep slopes has been investigated utilizing a site topographic survey performed by Kapur and Associates:

- There are no slopes greater than 30% present on the site, therefore it is exempt from the steep slope (greater than 30%) protection.
- There are 0.091 acres (3,979 SF) of slopes between 20% and 30% present on the site around the existing manmade stormwater pond. The entire 0.091 acres (3,979 SF) of steep slope will be disturbed. However, since those slopes are due to a manmade pond, the site is exempt from steep slope (20% to 30%) protection.
- There are no slopes between 10% and 20% present on the site, therefore it is exempt from the steep slope (10% to 20%) protection.

### **Lakes:**

A lake is defined as any body of water two acres or larger in size. There are no lakes located on the site.

### **Ponds (Refer to Exhibit 3):**

A pond is described as all bodies of water less than two acres in area. There is one pond on the site. It is a stormwater pond located on the western property line. It was built around 2007 to collect stormwater from a development to the north of the site. The total approximate area of the pond at the high-water mark is 39,204 SF (0.900 acres) and 12,859 SF (0.295 acres) of the pond is located on the site. Even though the pond is a manmade pond for storm water, and is therefore exempt, there will be no disturbance to the existing stormwater pond during the proposed site development. The feature will be 100% protected during construction.

### **Streams:**

A stream is defined as a course of running water, either perennial or intermittent, flowing in a channel. There are no streams on the site.

### **Shore Buffer (Refer to Exhibit 3):**

The shore buffer is the undisturbed land area (including undisturbed natural vegetation) within 75 feet landward of the ordinary high-water mark of all navigable waters. The shore buffer 75'



outward from the existing stormwater pond includes 30,766 SF (0.706 acres) located on the site. There will be 23,231 SF (0.533 acres) of land disturbance taking place within 75 feet of the high watermark of the existing stormwater pond during the proposed site development. However, since the pond is a manmade pond for storm water, the site is exempt from shore buffer protection.

**Floodplain Fringe:**

The floodplain fringe are those floodlands outside of the floodway that are subject to inundation by the 100-year recurrence interval flood and includes the Floodplain Conservancy District and Floodplain Fringe Overlay District. There are no floodplain fringes on the site.

**Floodway:**

A floodway is a designated portion of the 100-year flood that will safely convey the regulatory flood discharge with small acceptable upstream and downstream stage increases. There are no floodways on the site.

**Floodlands:**

The floodlands are those lands, including channels, floodways and floodplain fringe of any given reach, which are subject to inundation by the flood with a given recurrence frequency. For this instance, the recurrence interval is the 100-year recurrence interval flood. There are no floodlands on the site.

**Woodlands, Mature and Young (Refer to Exhibit 4):**

A mature woodland is an area that covers an area of one acre and at least 50% of the trees have a diameter at breast height (DBH) of at least 10 inches. It can also be considered a grove consisting of eight or more trees having a DBH of at least 12 inches whose canopies combine to have at least 50% of the grove canopy covered.

A young woodland is an area that covers an area of 0.5 acres and at least 50% of the trees have a DBH of at least 3 inches.

The location of mature and young woodlands has been field surveyed by Kapur and Associate's Landscape Architect, with mapping and analysis provided in November 2020. The site consists of Aspen, Oak, Maple and Black Walnut. The Aspen is the most dominant species.

The total area of woodland on the site is 36,214 SF (0.831 acres). Therefore, the woodland is a young woodland since it is under one acre in size. There is no mature woodland on the site. The area of disturbance in the woodland area is 16,269 SF (0.373 acres) and has been coordinated to impact the least amount of the natural resource. Within the proposed project, 50% of the

young woodlands are maintained on the site, greater than the minimum 50% required for young woodlands. It is anticipated that mitigation is not a requirement for the young woodlands on the site.

## Attachment A: Site Intensity and Capacity Calculations

**Table 15-3.0502**

**Worksheet for the Calculation of Base Site Area for Both Residential and Nonresidential Development**

<b>STEP 1:</b>	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.		<b>41.73 acres</b>
<b>STEP 2:</b>	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	-	<b>0 acres</b>
<b>STEP 3:</b>	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	-	<b>0 acres</b>
<b>STEP 4:</b>	In the case of "Site Intensity and Capacity Calculations " for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of "Site Intensity and Capacity Calculations " for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	-	<b>0 acres</b>
<b>STEP 5:</b>	Equals "Base Site Area"	=	<b>41.73 acres</b>

**Table 15-3.0503**

**Worksheet for the Calculation of Resource Protection Land**

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes:					
10-19%	0.00	0.60	<b>0.40</b>	x 0	= 0
20-30%	0.65	0.75	<b>0.70</b>	x 0	= 0
+30%	0.90	0.85	<b>0.80</b>	x 0	= 0
Woodlands & Forests					
Mature	0.70	0.70	<b>0.70</b>	x 0	= 0
Young	0.50	0.50	<b>0.50</b>	x 0.831	= 0.42
Lakes & Ponds	1	1	<b>1</b>	x 0	= 0
Streams	1	1	<b>1</b>	x 0	= 0
Shore Buffer	1	1	<b>1</b>	x 0	= 0
Floodplains	1	1	<b>1</b>	x 0	= 0
Wetland Buffers	1	1	<b>1</b>	x 1.927	= 1.93
Wetlands & Shoreland Wetlands	1	1	<b>1</b>	x 2.167	= 2.17
<b>TOTAL RESOURCE PROTECTION LAND</b> (Total Acres of land in Resource Feature to be Protected)					<b>4.52</b>

**Zoned PDD 39 (Mixed Use Business Park): Assumed Business Park Use Type with LSR = 0.25**

<b>Table 15-3.0505</b>		
<b>Worksheet for the Calculation of Site Intensity and Capacity for Nonresidential Development</b>		
<b>STEP 1:</b>	<b>CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE:</b> Take Base Site Area (from Step 5 in Table 15- 3.0502): <b>41.73 ac.</b> Multiple by Minimum Landscape Surface Ratio (LSR) (see specific zoning district LSR standard): <b>X 0.25</b> Equals <b>MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE =</b>	<b>10.43 acres</b>
<b>STEP 2:</b>	<b>CALCULATE NET BUILDABLE SITE AREA:</b> Take Base Site Area (from Step 5 in Table 15- 3.0502): <b>41.73 ac.</b> Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required Landscape Surface (from Step 1 above), whichever is greater: <b>- 10.43</b> Equals <b>NET BUILDABLE SITE AREA =</b>	<b>31.30 acres</b>
<b>STEP 3:</b>	<b>CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE:</b> Take Net Buildable Site Area (from Step 2 above): <b>31.30 ac.</b> Multiple by Maximum Net Floor Area Ratio (NFAR) (see specific nonresidential zoning district NFAR standard): <b>X 0.91</b> Equals <b>MAXIMUM NET FLOOR AREA YIELD OF SITE =</b>	<b>28.48 acres</b>
<b>STEP 4:</b>	<b>CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE:</b> Take Base Site Area (from Step 5 of Table 15- 3.0502): <b>41.73 ac.</b> Multiple by Maximum Gross Floor Area Ratio (GFAR) (see specific nonresidential zoning district GFAR standard): <b>X 0.50</b> Equals <b>MAXIMUM GROSS FLOOR AREA YIELD OF SITE =</b>	<b>20.87 acres</b>
<b>STEP 5:</b>	<b>DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE:</b> Take the lowest of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above):  (Multiple results by <b>43,560</b> for maximum floor area in square feet):	<b>20.87 acres</b>
		<b>909,097 square feet</b>

**Exhibit 1: Wetland Exhibit Map**

REVISIONS:

#	DATE	DESCRIPTION

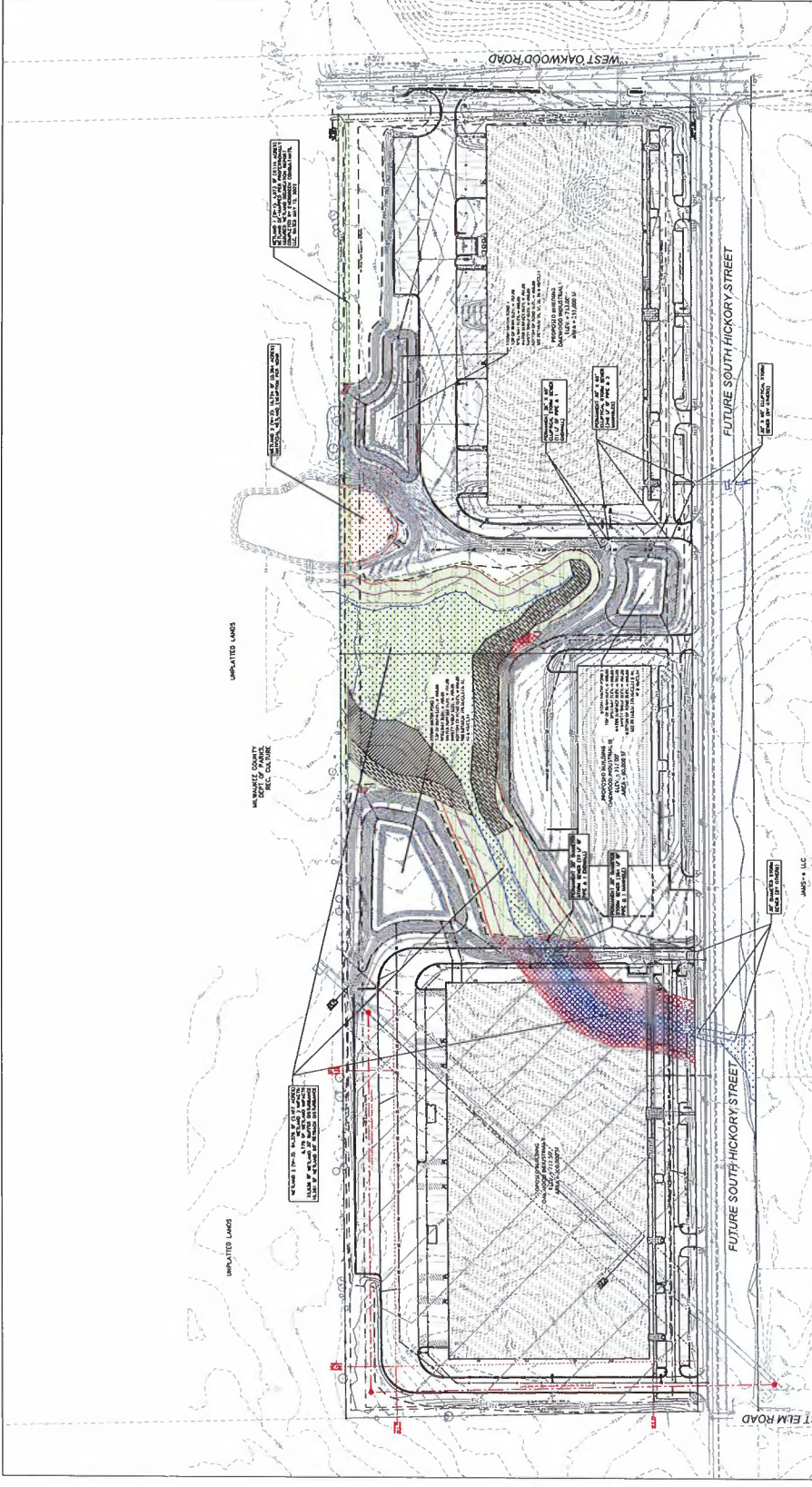


SCALE: 1" = 40'

SHEET:  
 NATURAL RESOURCE  
 PROTECTION PLAN -  
 WETLAND EXHIBIT  
 MAP

PROJECT NUMBER:  
 20080017  
 DATE:  
 10/20/20

SHEET NUMBER:  
**EXHIBIT 1**



**LEGEND**

- PROJECT LIMITS
- EXISTING 1' CONTOURS
- PROPOSED CONSTRUCTION GRABBER AREA
- STEWARTIL WANGARD
- WETLAND BOUNDARY
- WETLAND BOUNDARY - EXEMPTED
- WETLAND BUFFER - 10' BUFFER
- WETLAND BUFFER - 30' BUFFER
- WETLAND BUFFER - 60' BUFFER
- WETLAND BUFFER - 100' BUFFER
- WETLAND BUFFER - 200' BUFFER
- WETLAND BUFFER - 300' BUFFER
- WETLAND BUFFER - 400' BUFFER
- WETLAND BUFFER - 500' BUFFER
- WETLAND BUFFER - 600' BUFFER
- WETLAND BUFFER - 700' BUFFER
- WETLAND BUFFER - 800' BUFFER
- WETLAND BUFFER - 900' BUFFER
- WETLAND BUFFER - 1000' BUFFER
- WETLAND BUFFER - 1100' BUFFER
- WETLAND BUFFER - 1200' BUFFER
- WETLAND BUFFER - 1300' BUFFER
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- WETLAND BUFFER - 1500' BUFFER
- WETLAND BUFFER - 1600' BUFFER
- WETLAND BUFFER - 1700' BUFFER
- WETLAND BUFFER - 1800' BUFFER
- WETLAND BUFFER - 1900' BUFFER
- WETLAND BUFFER - 2000' BUFFER
- WETLAND BUFFER - 2100' BUFFER
- WETLAND BUFFER - 2200' BUFFER
- WETLAND BUFFER - 2300' BUFFER
- WETLAND BUFFER - 2400' BUFFER
- WETLAND BUFFER - 2500' BUFFER
- WETLAND BUFFER - 2600' BUFFER
- WETLAND BUFFER - 2700' BUFFER
- WETLAND BUFFER - 2800' BUFFER
- WETLAND BUFFER - 2900' BUFFER
- WETLAND BUFFER - 3000' BUFFER

**CONTACT INFORMATION**

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 1200 N. MAYFAIR ROAD, SUITE 210  
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 stewartil@wangard.com

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 MILWAUKEE, WI 53228  
 414-771-1000  
 mpa@wangard.com

PROPERTY OWNER:  
 WERT FAMILY TRUST  
 1000 W. WASHINGTON RD.  
 FRANKLIN, WI 53133  
 wtr@wertfamily.com

CIVIL ENGINEER:  
 MICHAEL J. FROELICH P.E.  
 7711 N. PORT WASHINGTON ROAD  
 MILWAUKEE, WI 53217  
 mfr@mfj-engineering.com

**NATURAL RESOURCE IMPACTS**

NATURAL RESOURCE FEATURE	TOTAL SITE AREA	TOTAL EXEMPTED AREA	TOTAL NET OF DISTURBANCE WITHIN NON-EXEMPTED AREAS
WETLANDS & WETLAND BUFFER	2,551 ACRES (11,162 SF)	0.34 ACRES (1,474 SF)	0.224 ACRES (978 SF)
WETLAND BUFFER	2,228 ACRES (9,748 SF)	0.31 ACRES (1,330 SF)	0.87 ACRES (3,218 SF)
WOODLANDS & FORESTS	0.61 ACRES (2,674 SF)	0.00 ACRES (0 SF)	0.273 ACRES (1,184 SF)
WOODLANDS & FORESTS BUFFER	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
LAKES & PONDS	0.29 ACRES (1,238 SF)	0.29 ACRES (1,238 SF)	0.00 ACRES (0 SF)
SHORE BUFFERS	0.706 ACRES (3,076 SF)	0.706 ACRES (3,076 SF)	0.00 ACRES (0 SF)
STREAMS	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
FLOODPLAIN/FLOODWAYS	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
STEEP SLOPES (0-1%	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
STEEP SLOPES 1%-2%	0.01 ACRES (3879 SF)	0.01 ACRES (3879 SF)	0.00 ACRES (0 SF)
STEEP SLOPES >2%	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)

**DIGGERS HOTLINE**  
 Dial 800 or (800)742-8511  
 www.DiggersHotline.com



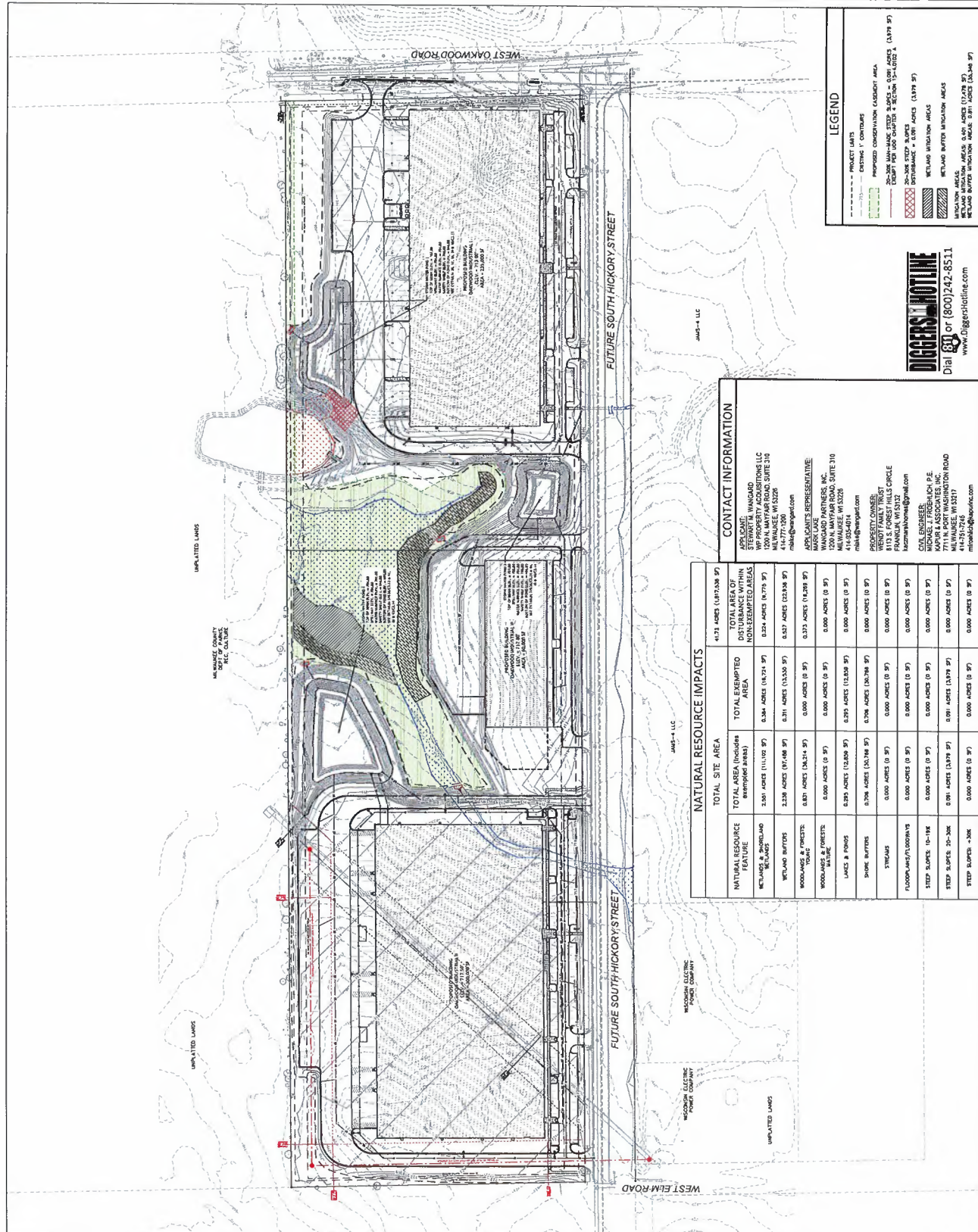
**Exhibit 2: Steep Slope Exhibit Map**



SCALE: 1" = 80'  
 0 20 40 60 80  
 FEET

SHEET: NATURAL RESOURCE PROTECTION PLAN - STEEP SLOPE EXHIBIT MAP  
 PROJECT NUMBER: 1702021  
 DATE: 11/20/21

EXHIBIT 2



**CONTACT INFORMATION**  
 APPLICANT: STEWART W. WANGARD PARTNERS, INC. 1000 N. WASHINGTON ROAD, SUITE 110 MILWAUKEE, WI 53226 414-277-7200 stw@stwwangard.com  
 ARCHITECT/ENGINEER: JAMES - LLC 1000 N. WASHINGTON ROAD, SUITE 110 MILWAUKEE, WI 53226 414-277-7200 james@jamesllc.com  
 PROPERTY OWNER: WESTFAMILY TRUST 7711 N. PORT WASHINGTON ROAD MILWAUKEE, WI 53217 westfamilytrust.com  
 CIVIL ENGINEER: MICHAEL J. PRODRICH, P.E. 7711 N. PORT WASHINGTON ROAD MILWAUKEE, WI 53217 michael@mjprodrich.com

NATURAL RESOURCE IMPACTS		4731 ACRES (1,817,038 SF)
TOTAL SITE AREA		4731 ACRES (1,817,038 SF)
TOTAL AREA (including exempted areas)		4731 ACRES (1,817,038 SF)
NATURAL RESOURCE FENILE	TOTAL EXEMPTED AREA	DISTURBANCE WITHIN NON-EXEMPTED AREAS
WETLANDS & SHORLAND BUFFERS	0.36 ACRES (14,924 SF)	0.374 ACRES (15,175 SF)
WOODLANDS & FORESTS TOUG	0.31 ACRES (12,550 SF)	0.327 ACRES (12,938 SF)
WOODLANDS & FORESTS NATURAL	0.00 ACRES (0 SF)	0.337 ACRES (14,281 SF)
LAKES & PONDS	0.39 ACRES (12,608 SF)	0.00 ACRES (0 SF)
SHRUB BUFFERS	0.36 ACRES (14,798 SF)	0.00 ACRES (0 SF)
STEMS	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
FLOODPLAIN/SLUDGWAYS	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
STEP SLOPE 10-15%	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
STEP SLOPE 20-30%	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
STEP SLOPE >30%	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)

**LEGEND**  
 PROJECT LIMITS  
 EXISTING 1' CONTOUR  
 PROPOSED CONSTRUCTION DISTURBANCE AREA  
 20-30% MAX-SLOPE STEEP SLOPE - CORN ACRES (1,879 SF)  
 EXCEPT FOR LOG CHAPTS. & SECTION 13-10(2) 4  
 DISTURBANCE > 30% SLOPE ACRES (1,879 SF)  
 WETLAND BUFFER ACRES (1,879 SF)  
 WETLAND BUFFER ACRES (1,879 SF)  
 WETLAND BUFFER ACRES (1,879 SF)  
 WETLAND BUFFER ACRES (1,879 SF)  
 WETLAND BUFFER ACRES (1,879 SF)

**DIGGERS HOTLINE**  
 Dial 800 or (800) 242-8511  
 www.diggershotline.com

**Exhibit 3: Waterway Exhibit Map**



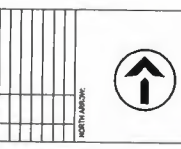
PROJECT:  
**OAKWOOD INDUSTRIAL**

LOCATION:  
 3517 W. OAKWOOD RD.  
 FRANKLIN, WISCONSIN

CLIENT:  
**WANGARD PARTNERS, INC.**

RELEASE:  
**PLAN COMMISSION SUBMITTAL**

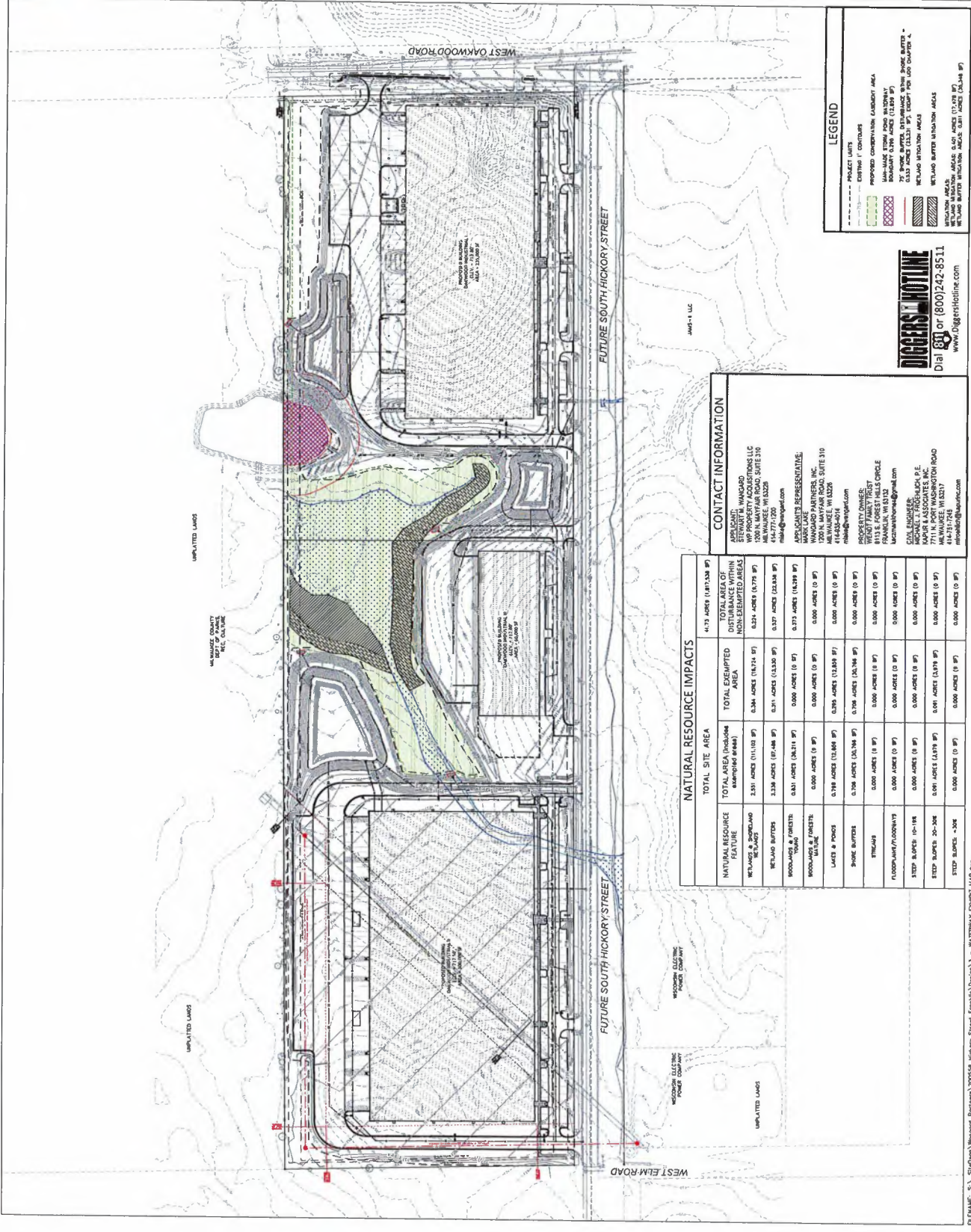
REV	DATE	DESCRIPTION



PROJECT:  
**NATURAL RESOURCE PROTECTION PLAN WATERWAY EXHIBIT MAP**

PROJECT NUMBER: 2020001  
 SHEET NUMBER: 100001  
 DATE: 1/2020

SHEET NUMBER:  
**EXHIBIT 3**



**NATURAL RESOURCE IMPACTS**

NATURAL RESOURCE FEATURE	TOTAL SITE AREA	TOTAL AREA OF DISTURBANCE WITHIN UNDESIGNATED AREAS
WETLANDS & SHORELAND WETLANDS	4.173 ACRES (1,817,534 SF)	0.00 ACRES (0 SF)
WETLAND BUFFERS	0.36 ACRES (15,714 SF)	0.36 ACRES (15,714 SF)
SHORELANDS & FORESTS	2.59 ACRES (111,102 SF)	0.00 ACRES (0 SF)
SHORE BUFFERS	1.339 ACRES (58,486 SF)	0.37 ACRES (16,289 SF)
RIPIARIAN AREAS	0.43 ACRES (18,711 SF)	0.00 ACRES (0 SF)
WOODLANDS & FORESTS	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
LAKES & PONDS	0.789 ACRES (34,040 SF)	0.00 ACRES (0 SF)
SHORE BUFFERS	0.708 ACRES (30,766 SF)	0.00 ACRES (0 SF)
STREAMS	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
FLOODPLAIN/PODSOLTS	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
STEP SLOPES 10-19%	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
STEP SLOPES 20-29%	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
STEP SLOPES 30%	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)

**CONTACT INFORMATION**

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 mark.lake@wpartner.com

PROPERTY OWNERS:  
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 MILWAUKEE, WI 53226  
 info@westtownstreet.com

CONSULTING ENGINEER:  
 KAPUR & ASSOCIATES, INC.  
 114-21-7248  
 info@kapurinc.com

**LEGEND**

- PROJECT LIMITS
- EASEMENT
- PROPOSED CONSERVATION EASEMENT AREA
- 75' SHORE BUFFER, DISTANCE TO THE SHORE BUFFER BOUNDARY 0.708 ACRES (30,766 SF)
- WETLANDS
- WETLAND BUFFER BOUNDARY
- WETLAND BUFFER AREA 0.36 ACRES (15,714 SF)
- WETLAND BUFFER IMPACT AREA 0.37 ACRES (16,289 SF)

**DIGESTERS HOTLINE**  
 Dial 800 or (800)242-8511  
 www.DigestersHotline.com

**Exhibit 4: Woodlands Exhibit Map**





**Exhibit 5: Overall Natural Resource Exhibit Map**



PROJECT:  
**OAKWOOD INDUSTRIAL**

LOCATION:  
**3517 W. OAKWOOD RD.  
 FRANKLIN, WISCONSIN**

CLIENT:  
**WANGARD  
 PARTNERS, INC.**

RELEASE:  
**PLAN COMMISSION  
 SUBMITTAL**

REVISION	DATE	DESCRIPTION

NORTH ARROW

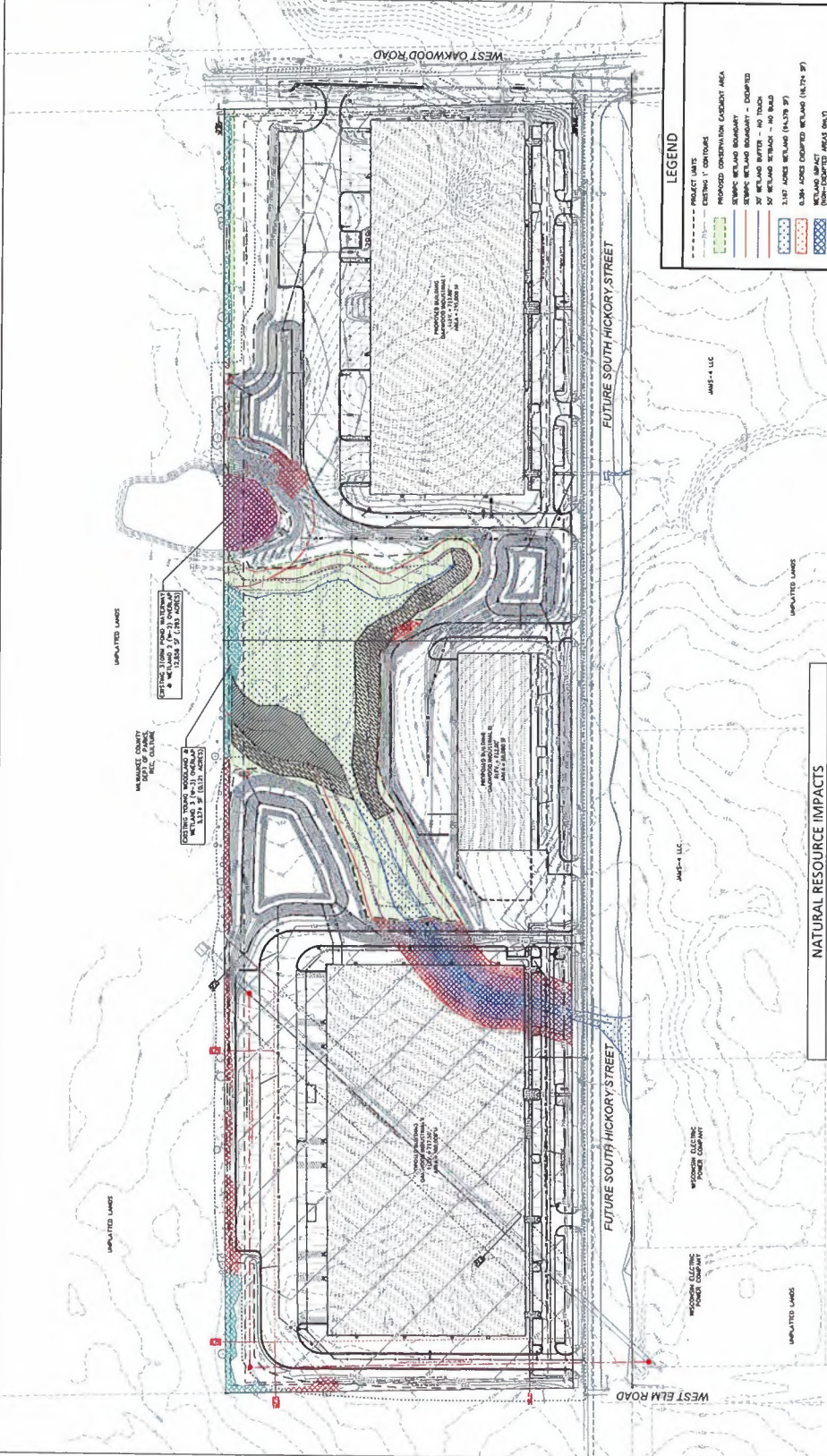
SCALE: 1" = 40'

SEAL: all in

SHEET:  
**NATURAL RESOURCE  
 PROTECTION PLAN -  
 OVERALL NATURAL  
 RESOURCES EXHIBIT  
 MAP**

PROJECT NUMBER: 200603  
 SHEET NUMBER: 03  
 DATE: 11/20/21

**EXHIBIT 5**



**LEGEND**

- PROJECT LIMITS
- EXISTING 1" CONTOURS
- PROPOSED DEVELOPMENT FOOTPRINT AREA
- SYMBOLIC WETLAND BOUNDARY - DISTURBED
- SYMBOLIC WETLAND BOUNDARY - NO TOUCH
- SYMBOLIC WETLAND BOUNDARY - NO BUILD
- 3,197 ACRES DISTURBED WETLAND (84,791 SF)
- 6,394 ACRES DISTURBED WETLAND (84,791 SF)
- WETLAND IMPACT (NON-DISTURBED AREAS ONLY)
- WETLANDS (NON-DISTURBED AREAS ONLY)
- WETLANDS OF SIGNIFICANT IMPORTANCE (NON-DISTURBED AREAS ONLY)
- WETLANDS OF HIGH BIOTIC POTENTIAL (NON-DISTURBED AREAS ONLY)
- WETLANDS OF HIGH BIOTIC POTENTIAL (DISTURBED AREAS ONLY)
- WETLANDS OF HIGH BIOTIC POTENTIAL (DISTURBED AREAS ONLY)
- WETLANDS OF HIGH BIOTIC POTENTIAL (DISTURBED AREAS ONLY)
- 25-300 FEET BUFFER
- 300-600 FEET BUFFER
- 600-900 FEET BUFFER
- 900-1200 FEET BUFFER
- 1200-1500 FEET BUFFER
- 1500-1800 FEET BUFFER
- 1800-2100 FEET BUFFER
- 2100-2400 FEET BUFFER
- 2400-2700 FEET BUFFER
- 2700-3000 FEET BUFFER
- 3000-3300 FEET BUFFER
- 3300-3600 FEET BUFFER
- 3600-3900 FEET BUFFER
- 3900-4200 FEET BUFFER
- 4200-4500 FEET BUFFER
- 4500-4800 FEET BUFFER
- 4800-5100 FEET BUFFER
- 5100-5400 FEET BUFFER
- 5400-5700 FEET BUFFER
- 5700-6000 FEET BUFFER
- 6000-6300 FEET BUFFER
- 6300-6600 FEET BUFFER
- 6600-6900 FEET BUFFER
- 6900-7200 FEET BUFFER
- 7200-7500 FEET BUFFER
- 7500-7800 FEET BUFFER
- 7800-8100 FEET BUFFER
- 8100-8400 FEET BUFFER
- 8400-8700 FEET BUFFER
- 8700-9000 FEET BUFFER
- 9000-9300 FEET BUFFER
- 9300-9600 FEET BUFFER
- 9600-9900 FEET BUFFER
- 9900-10200 FEET BUFFER
- 10200-10500 FEET BUFFER
- 10500-10800 FEET BUFFER
- 10800-11100 FEET BUFFER
- 11100-11400 FEET BUFFER
- 11400-11700 FEET BUFFER
- 11700-12000 FEET BUFFER
- 12000-12300 FEET BUFFER
- 12300-12600 FEET BUFFER
- 12600-12900 FEET BUFFER
- 12900-13200 FEET BUFFER
- 13200-13500 FEET BUFFER
- 13500-13800 FEET BUFFER
- 13800-14100 FEET BUFFER
- 14100-14400 FEET BUFFER
- 14400-14700 FEET BUFFER
- 14700-15000 FEET BUFFER
- 15000-15300 FEET BUFFER
- 15300-15600 FEET BUFFER
- 15600-15900 FEET BUFFER
- 15900-16200 FEET BUFFER
- 16200-16500 FEET BUFFER
- 16500-16800 FEET BUFFER
- 16800-17100 FEET BUFFER
- 17100-17400 FEET BUFFER
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- 21300-21600 FEET BUFFER
- 21600-21900 FEET BUFFER
- 21900-22200 FEET BUFFER
- 22200-22500 FEET BUFFER
- 22500-22800 FEET BUFFER
- 22800-23100 FEET BUFFER
- 23100-23400 FEET BUFFER
- 23400-23700 FEET BUFFER
- 23700-24000 FEET BUFFER
- 24000-24300 FEET BUFFER
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- 24600-24900 FEET BUFFER
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- 25500-25800 FEET BUFFER
- 25800-26100 FEET BUFFER
- 26100-26400 FEET BUFFER
- 26400-26700 FEET BUFFER
- 26700-27000 FEET BUFFER
- 27000-27300 FEET BUFFER
- 27300-27600 FEET BUFFER
- 27600-27900 FEET BUFFER
- 27900-28200 FEET BUFFER
- 28200-28500 FEET BUFFER
- 28500-28800 FEET BUFFER
- 28800-29100 FEET BUFFER
- 29100-29400 FEET BUFFER
- 29400-29700 FEET BUFFER
- 29700-30000 FEET BUFFER

**CONTACT INFORMATION**

APPLICANT: WANGARD PARTNERS, INC.  
 1200 N. MAYFAIR ROAD, SUITE 110  
 MILWAUKEE, WI 53226  
 414-771-2200  
 info@wpartner.com

APPLICANT'S REPRESENTATIVE:  
 MARK LAKE  
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 414-771-2200  
 mla@wpartner.com

PROJECT REPRESENTATIVE:  
 JOHN S. FISHER  
 8112 S. FOREST HILLS CIRCLE  
 FRANKLIN, WI 53120  
 john.fisher@diggershotline.com

PROJECT ENGINEER:  
 CAPTAIN JEFFREY CHAPPEL  
 KAPUR & ASSOCIATES, INC.  
 1111 N. WASHINGTON ROAD  
 MILWAUKEE, WI 53212  
 414-731-7248  
 info@kapurinc.com

**NATURAL RESOURCE IMPACTS**

NATURAL RESOURCE FEATURE	TOTAL SITE AREA	TOTAL AREA OF DISTURBANCE WITHIN NON-DISTURBED AREAS	TOTAL EXEMPTED AREA
WETLANDS & WETLAND BUFFERS	3,197 ACRES (84,791 SF)	6,394 ACRES (84,791 SF)	6,394 ACRES (84,791 SF)
WOODLANDS & FORESTS	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
WETLANDS OF SIGNIFICANT IMPORTANCE	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
WETLANDS OF HIGH BIOTIC POTENTIAL	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
SHORE BUFFERS	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
STRIPES	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
FLOODPLAIN DESIGNATION	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
STOP SLURPS 10-18K	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
STOP SLURPS 20-20K	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)
STOP SLURPS 20K	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)	0.00 ACRES (0 SF)

**DIGGERSHOTLINE**  
 Dial 800 or (800)242-8511  
 www.diggershotline.com

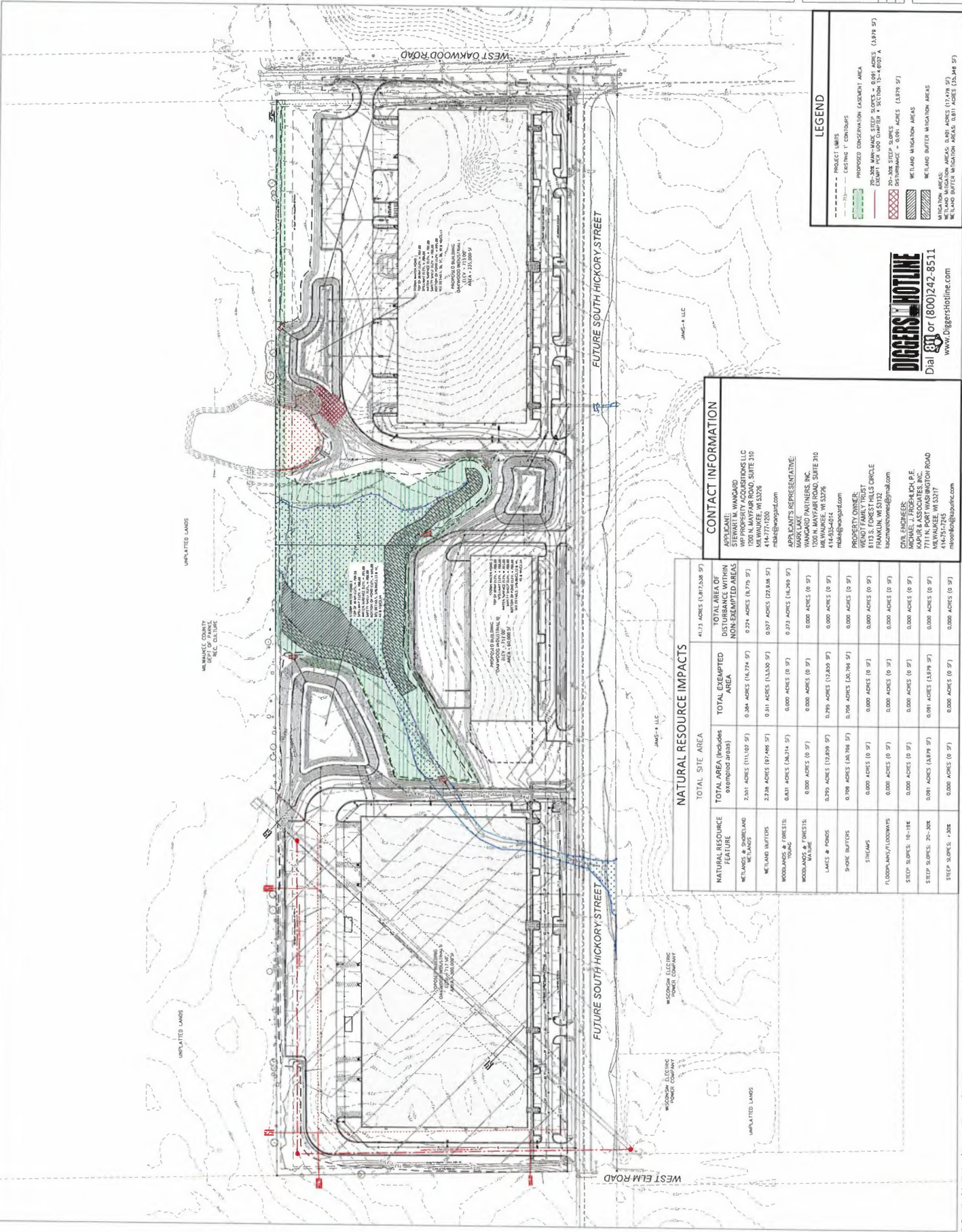


### Revisions from the Original NRPP

- 1) Wetland 1 was de-mapped per a professionally assured wetland delineation report completed by Evergreen Consultants, LLC, dated May 12, 2022. This wetland area has been removed from the plans and exhibits.
- 2) In the original NRPP, the total wetland impacts were 9,818 SF. In the revised NRPP, the total wetland impacts are 9,775 SF.
- 3) In the original NRPP, the total wetland buffer impacts were 22,956 SF. In the revised NRPP, the total wetland buffer impacts are 22,938 SF.
- 4) In the original NRPP, the total wetland setback impacts were 19,557 SF. In the revised NRPP, the total wetland setback impacts are 16,281 SF.
- 5) In the original NRPP, the total steep slope (20-30%) impacts were listed as 459 SF. In the revised NRPP, the total steep slope (20-30%) impacts are 3,979 SF, but listed as 0 SF, because the slopes are man-made, and thus exempt.
- 6) In the original NRPP, the shore buffer impacts to the existing storm water pond were listed as 0 SF. In the revised NRPP, the shore buffer impacts are 23,231 SF, but listed as 0 SF, because the existing storm water pond is man-made, and thus exempt.
- 7) In the original NRPP, the total existing young woodland area was calculated as 38,036, with 16,242 SF of impacts (42.7%). In the revised NRPP, the total existing young woodland area was calculated as 36,214, with 16,269 SF of impacts (44.9%).







**CONTACT INFORMATION**

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STEWART M. WANGARD  
1200 N. MAYFAIR ROAD, SUITE 310  
MILWAUKEE, WI 53226  
414-777-1700  
stmw@stmw.com

APPLICANT'S REPRESENTATIVE:  
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KAPUR & ASSOCIATES, INC.  
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414-533-0414  
mlukie@kapur.com

PROPERTY OWNER:  
WENDY FAMILY TRUST  
FRANKLIN, WI 53132  
wfamilytrust@gmail.com

CONSULTING ENGINEER:  
MICHAEL J. FROELICH, P.E.  
KAPUR & ASSOCIATES, INC.  
1200 N. MAYFAIR ROAD  
MILWAUKEE, WI 53226  
414-251-7245  
mjfroelich@kapur.com

**NATURAL RESOURCE IMPACTS**

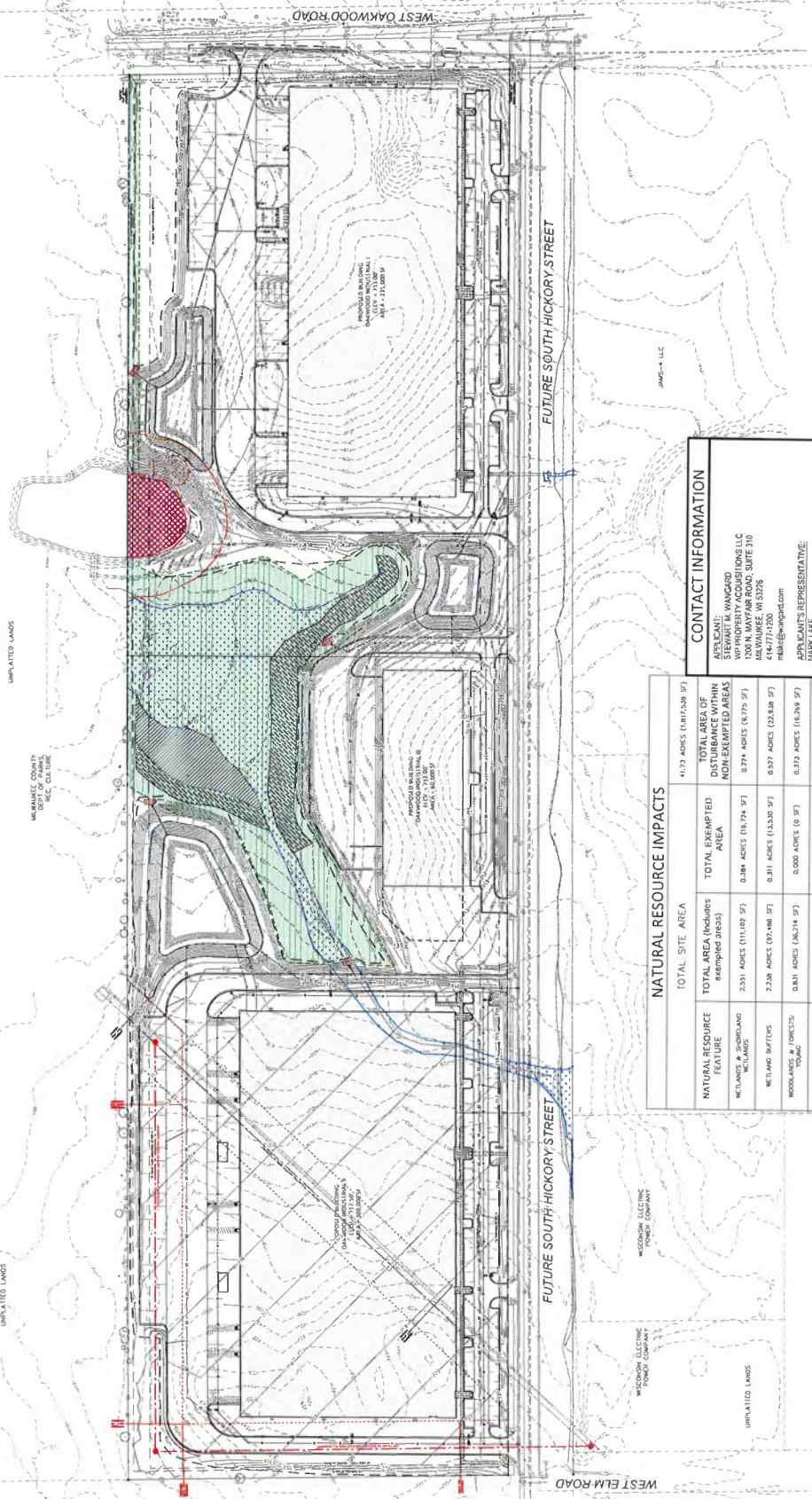
NATURAL RESOURCE FEATURE	TOTAL SITE AREA	TOTAL AREA (including outplotted areas)	TOTAL EXEMPTED AREA	TOTAL AREA OF DISTURBANCE WITHIN NON-EXEMPTED AREAS
WETLANDS	417.3 ACRES (1,817,208 SF)	2,351 ACRES (1,111,027 SF)	0.384 ACRES (16,724 SF)	0.294 ACRES (12,770 SF)
WOODLANDS & FORESTS	0.000 ACRES (0 SF)	2,288 ACRES (974,496 SF)	0.311 ACRES (13,530 SF)	0.297 ACRES (12,938 SF)
LAKES & PONDS	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)
SHRUBS	0.000 ACRES (0 SF)	0.299 ACRES (12,899 SF)	0.299 ACRES (12,899 SF)	0.000 ACRES (0 SF)
FLOODPLAINS/TERRACES	0.000 ACRES (0 SF)	0.708 ACRES (30,794 SF)	0.708 ACRES (30,794 SF)	0.000 ACRES (0 SF)
STEEP SLOPES 10-15%	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)
STEEP SLOPES 20-30%	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)
STEEP SLOPES >30%	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)

**LEGEND**

- PROJECT LIMITS
- EXISTING 1' CONTOURS
- PROPOSED CONSERVATION EASEMENT AREA
- WETLANDS
- WETLAND BUTTER WISCONSIN AREAS
- WOODLANDS & FORESTS
- LAKES & PONDS
- SHRUBS
- FLOODPLAINS/TERRACES
- STEEP SLOPES 10-15%
- STEEP SLOPES 20-30%
- STEEP SLOPES >30%

**DIGGERS HOTLINE**  
Dial 800 or (800)242-8511  
www.diggershotline.com





**LEGEND**

- PROJECT LIMITS
- EXISTING T. CONTIGUOUS
- PROPOSED CONSERVATION EASEMENT AREA
- MAN-MADE STORM POND WATERWAY
- PROPOSED 0.250 ACRES (12,899 SF)
- PROPOSED 0.330 ACRES (14,311 SF) EXCEPT FOR LOTS 04, 05 & 06
- WETLAND MITIGATION AREAS
- WETLAND BUFFER MITIGATION AREAS
- WETLAND MITIGATION AREAS, 0.340 ACRES (15,230 SF)
- WETLAND MITIGATION AREAS, 0.311 ACRES (13,448 SF)

**DIGGERS HOTLINE**  
 Dial 811 or (800)742-8511  
 www.DiggersHotline.com

**CONTACT INFORMATION**

APPLICANT: WANGARD PARTNERS, INC.  
 1200 N. MAYFAIR ROAD, SUITE 310  
 MILWAUKEE, WI 53226  
 wangard@wangard.com

APPLICANT'S REPRESENTATIVE:  
 WANGARD PARTNERS, INC.  
 1200 N. MAYFAIR ROAD, SUITE 310  
 MILWAUKEE, WI 53226  
 wangard@wangard.com

PROPERTY OWNER:  
 FRANKLIN HILLS CIRCLE  
 8113 S. FOREST HILLS CIRCLE  
 FRANKLIN, WI 53132  
 kaczmarekfranklin@gmail.com

CIVIL ENGINEER:  
 MICHAEL J. FROEHLICH, P.E.  
 KAPUR & ASSOCIATES, INC.  
 7711 N. WEST WASHINGTON ROAD  
 MILWAUKEE, WI 53217  
 michael@kapurinc.com

**NATURAL RESOURCE IMPACTS**

NATURAL RESOURCE FEATURE	TOTAL SITE AREA	TOTAL AREA OF DISTURBANCE WITHIN IDENTIFIED AREAS	TOTAL EXEMPTED AREA	NET IMPACT
WETLANDS & SHORELANDS	2,531 ACRES (111,109 SF)	0.186 ACRES (8,174 SF)	0.000 ACRES (0 SF)	0.186 ACRES (8,174 SF)
WETLAND BUFFERS	7,228 ACRES (314,488 SF)	0.311 ACRES (14,330 SF)	0.000 ACRES (0 SF)	0.311 ACRES (14,330 SF)
WOODLANDS & FORESTS: YOUNG	0.851 ACRES (36,714 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.851 ACRES (36,714 SF)
WOODLANDS & FORESTS: MATURE	0.779 ACRES (33,859 SF)	0.295 ACRES (12,899 SF)	0.000 ACRES (0 SF)	0.484 ACRES (20,960 SF)
LAKES & PONDS	0.708 ACRES (30,798 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.708 ACRES (30,798 SF)
SHORE BUFFERS	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)
SHRUBS	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)
FLOODPLAINS/FLOODWAYS	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)
STEEP SLOPES: 10-19%	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)
STEEP SLOPES: 20-50%	0.091 ACRES (3,979 SF)	0.091 ACRES (3,979 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)
STEEP SLOPES: >50%	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)	0.000 ACRES (0 SF)



PROJECT: OAKWOOD INDUSTRIAL  
 LOCATION: 3617 W. OAKWOOD RD.  
 FRANKLIN, WISCONSIN

CLIENT: WANGARD PARTNERS, INC.

RELEASE: PLAN COMMISSION SUBMITTAL

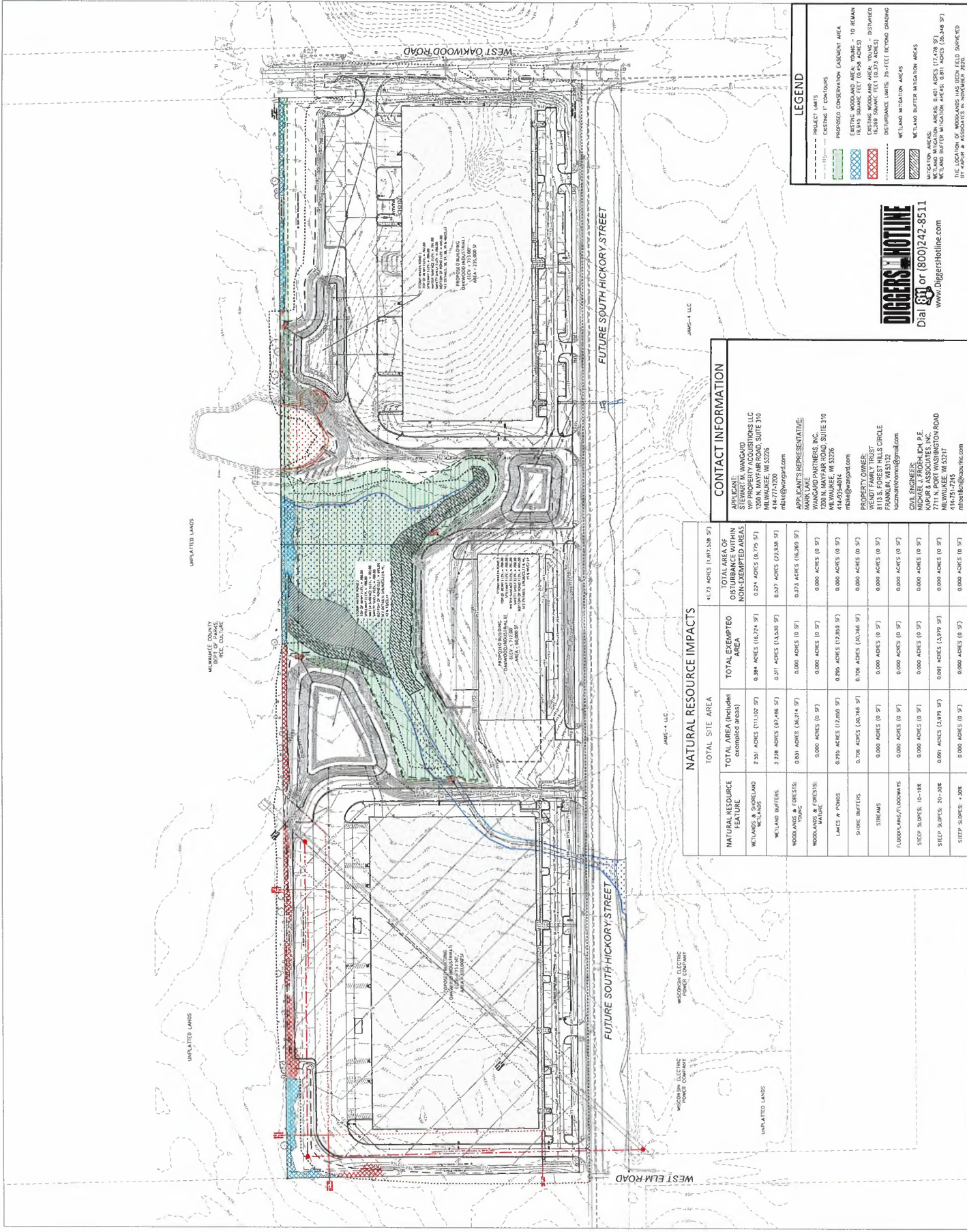
REVISIONS	#	DATE	DESCRIPTION



SCALE: 1" = 40'  
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all in

SHEET:  
 NATURAL RESOURCE PROTECTION PLAN - WOODLAND EXHIBIT MAP  
 PROJECT MANAGER: [blank]  
 PROJECT NUMBER: 20050621  
 DATE: 10/27/2011  
 SHEET NUMBER: EXHIBIT 4



**LEGEND**

- PROJECT LIMITS
- EXISTING F. CONTOURS
- PROPOSED CONSERVATION EASEMENT AREA
- EXISTING WOODLAND AREA, YOUNG - 10 SEAMAN 18.940 SQUARE FEET (0.438 ACRES)
- EXISTING WOODLAND AREA, YOUNG - DISTURBED 18.940 SQUARE FEET (0.438 ACRES)
- WOODLAND BUFFER 75-FOOT SETBACK GRADING
- WOODLAND BUFFER INDICATION AREAS
- WETLAND AREAS
- WETLAND BUFFER INDICATION AREAS
- WETLAND BUFFER WITH LOTS AREAS (881 ACRES (2.0148 SF))
- WETLAND BUFFER WITH LOTS AREAS (881 ACRES (2.0148 SF))
- THE LOCATION OF WOODLANDS HAS BEEN FIELD SURVEYED BY CAPUR & ASSOCIATES IN WISCONSIN

**CONTACT INFORMATION**

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 414-771-7200  
 mwangard@wpcap.com

APPLICANTS REPRESENTATIVE:  
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 MILWAUKEE, WI 53219  
 414-653-4016  
 mlake@wpcap.com

PROPERTY OWNER:  
 WENDY FAMILY TRUST  
 8113 S. FOREST HILLS CIRCLE  
 FARMERSBURG, WI 53122  
 wendyfamilytrust@gmail.com

CIVIL ENGINEER:  
 KAPUR & ASSOCIATES, INC.  
 7711 N. PORT WASHINGTON ROAD  
 MILWAUKEE, WI 53217  
 mkap@kapurinc.com

**DIGGERS HOTLINE**  
 Dial 811 or (800)242-8511  
 www.diggershotline.com


NATURAL RESOURCE IMPACTS		41.73 ACRES (1,812,838 SF)
TOTAL AREA (includes exempted areas)		41.73 ACRES (1,812,838 SF)
TOTAL EXEMPTED AREA		0.00 ACRES (0 SF)
TOTAL AREA OF DISTURBANCE WITHIN NON-EXEMPTED AREAS		0.234 ACRES (0.775 SF)
WETLANDS & SOBELAND WETLANDS		0.304 ACRES (1,6274 SF)
WETLAND BUFFERS		0.311 ACRES (13,330 SF)
WOODLANDS & FORESTS: YOUNG		0.000 ACRES (0 SF)
WOODLANDS & FORESTS: MATURE		0.000 ACRES (0 SF)
LAKES & PONDS		0.295 ACRES (12,803 SF)
SHORE BUFFERS		0.709 ACRES (30,768 SF)
STREAMS		0.000 ACRES (0 SF)
FLOODPLAINS/FLOODWAYS		0.000 ACRES (0 SF)
STEEP SLOPES: 10-17%		0.000 ACRES (0 SF)
STEEP SLOPES: 30-50%		0.001 ACRES (3,979 SF)
STEEP SLOPES: >50%		0.000 ACRES (0 SF)





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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> May 2, 2023
<b>Reports &amp; Recommendations</b>	<b>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</b>	<b>ITEM NO.</b> City-wide <b>G. 7.</b>

**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. 60<sup>th</sup> 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 open 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):

<b>Bidder</b>	<b>Lump Sum Bid Amount</b>
<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 will be prepared by Staff and brought to Common Council at a later date.

\$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 \_\_\_\_\_



April 20<sup>th</sup>, 2023

TO: City of Franklin  
Karen L. Kastenson  
City Clerk  
9229 West Loomis Road  
Franklin, Wisconsin 53132

RE: 2023 CITY OF FRANKLIN FIBER OPTIC RING PROJECT–RFB Tabulation and Recommendation of Award

Bids were received and publicly opened on Thursday April 13<sup>th</sup>, 2023 for the 2023 City of Franklin Fiber Optic Ring Project Below is the tabulation of the accepted Bids

Bids were received from the following contractors

- CableCom
- Gabe's Directional Drilling\*
- Holtger Bros , Inc \*
- IHC Construction Co LLC
- TelCom Construction\*
- TurnKey Network Solutions
- White Construction Co

*\*Gabe’s Directional Drilling, Holtger Bros, and TelCom Construction did not submit a hard copy Bid Bond as directed, therefore these bids were disqualified from award consideration*

**Below is a tabulation of the qualified Bid Responses:**

Contractor	Base Bid Pricing
Turnkey Network Solutions	\$961,819 64
CableCom	\$981,487 24
IHC Inc	\$1,169,000 00
White Construction	\$1,238,730 49

*All Qualified bid responses comply with the bidding rules, and none stated any exception to the contract terms and conditions*



MCE has reviewed the response from the lowest bidder, Turnkey Network Solutions, and found it to be complete and within compliance of the Bidding Terms and Conditions. MCE has thus determined that Turnkey Network Solutions is qualified to perform this work per the RFB documents.

As part of MCE's City of Franklin Fiber Optic Deployment Cost Study, dated August 31<sup>st</sup>, 2021, estimates for the total Fiber Optic Project costs were calculated at \$1,488,201.22. Of this total cost, \$1,307,625.03 was allocated toward the construction of this network. Turnkey Network Solutions' bid of \$961,819.64 is \$345,805.39 below the estimated project cost.

MCE recommends award of the 2023 CITY OF FRANKLIN FIBER OPTIC RING PROJECT to **Turnkey Network Solutions, 7020 Southbelt Dr. S.E., Caledonia, MI 49316**, for the Lump Sum Bid Amount of **\$961,819.64**.

Thank you for entrusting MCE with this project design, and bidding support. We look forward to entering the Management phase of this project and seeing the construction of this network through to completion.

Please feel free to contact me with any questions or comments.

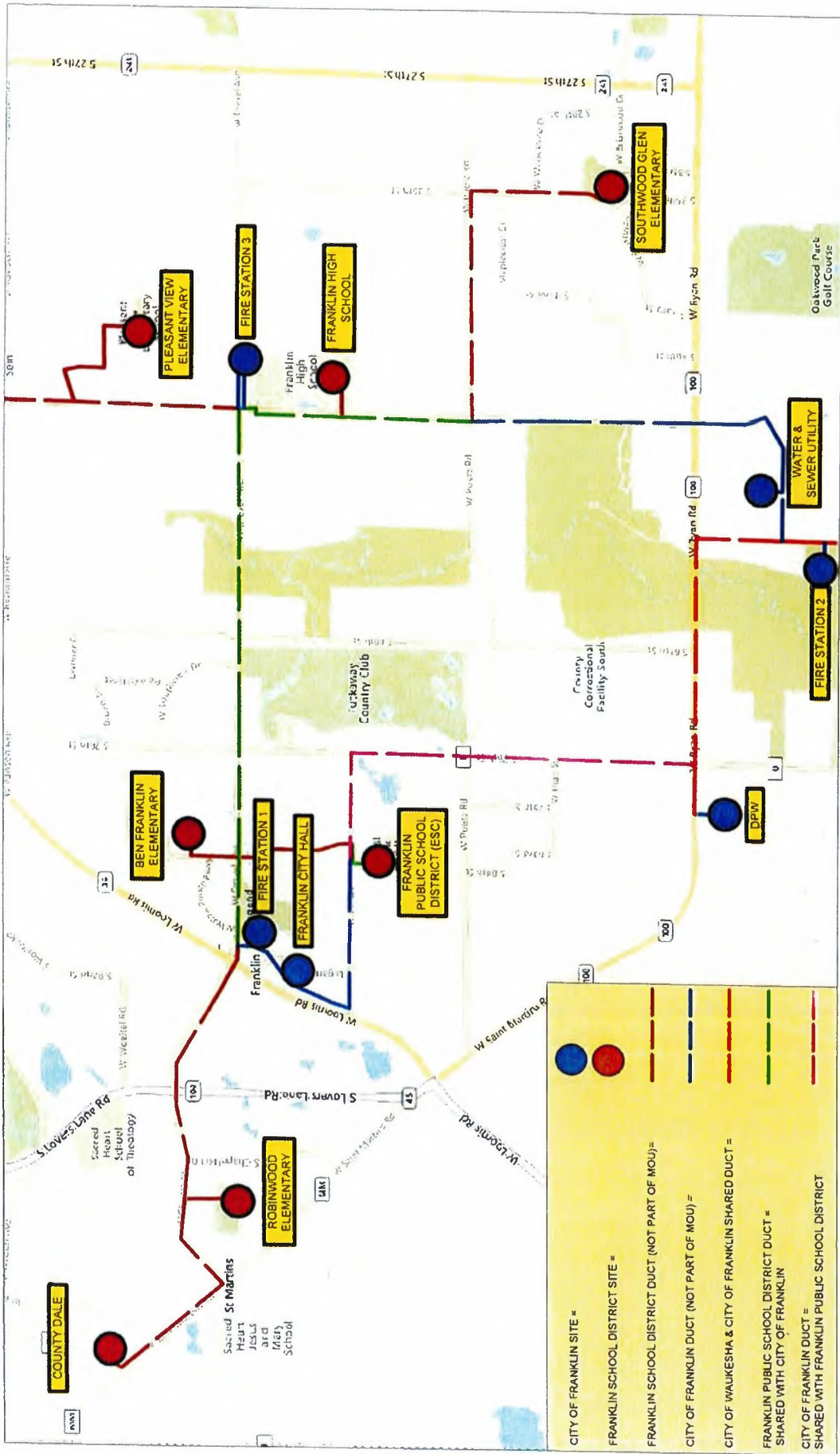
Sincerely,

Dan Becker  
President  
Multimedia Communications & Engineering, Inc

2023 City of Franklin Fiber Optic Ring Project (#8410730)  
 Owner: Franklin, City of  
 Solicitor: Franklin, City of  
 04/13/2023 10:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		TurnKey Network Solutions		CableCom		IHC Construction Co. LLC		White Construction Co.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid	1	1	City of Franklin 2023 Fiber Optic Ring	LS	1	\$1,307,625.03	\$1,307,625.03	\$961,819.64	\$961,819.64	\$981,487.24	\$981,487.24	\$1,169,000.00	\$1,169,000.00	\$1,238,730.49	\$1,238,730.49
Base Bid Total							\$1,307,625.03	\$961,819.64	\$981,487.24	\$1,169,000.00	\$1,238,730.49	\$1,169,000.00	\$1,238,730.49	\$1,238,730.49	\$1,238,730.49



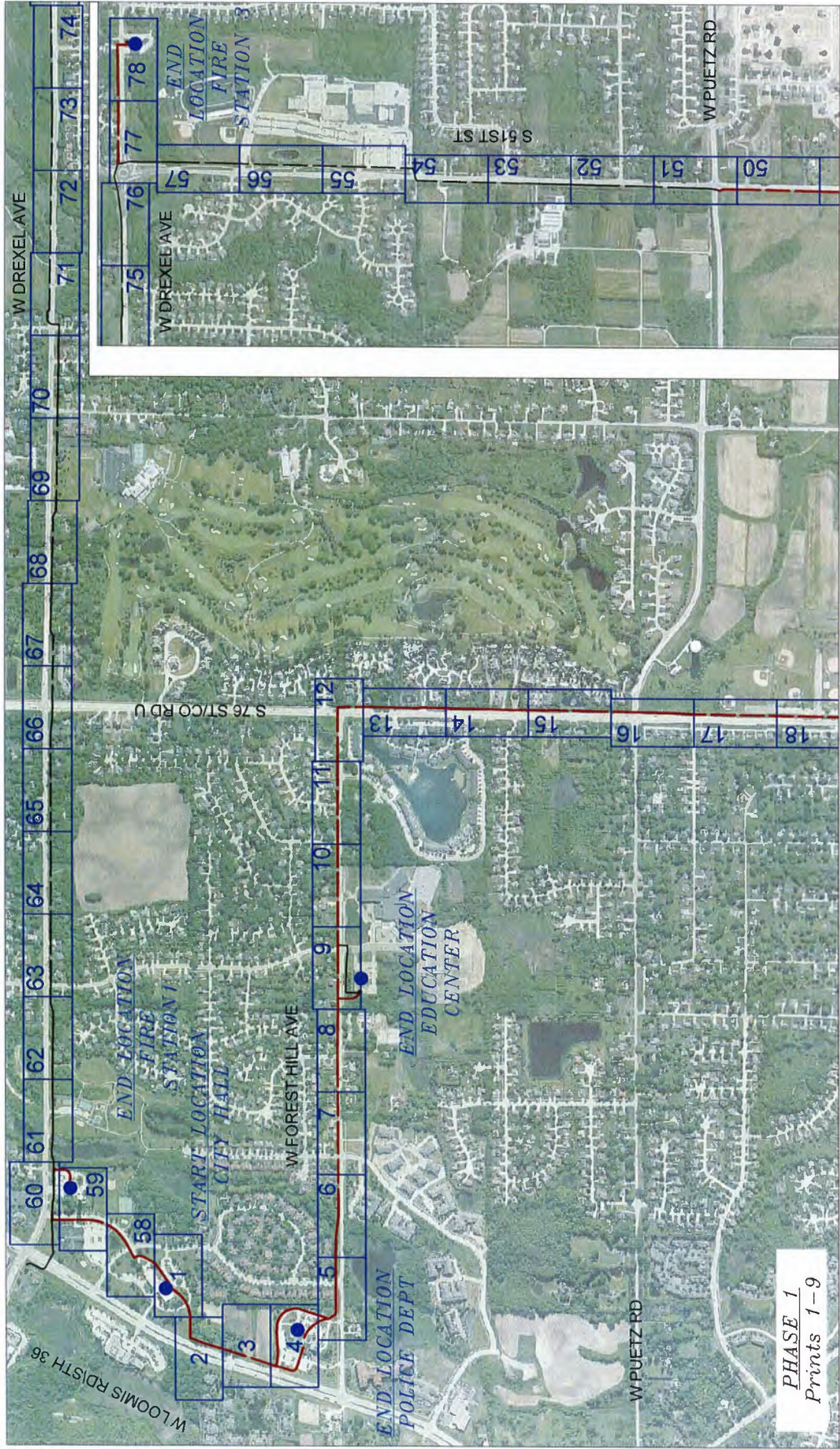


Multimedia Communications & Engineering, Inc.  
PO Box 11064 Green Bay, WI 54307  
P: 920.301.7900 1.877.870.6968



CITY OF FRANKLIN SITE =	(Blue circle)
FRANKLIN SCHOOL DISTRICT SITE =	(Red circle)
FRANKLIN SCHOOL DISTRICT DUCT (NOT PART OF MOU) =	(Blue dashed line)
CITY OF FRANKLIN DUCT (NOT PART OF MOU) =	(Red dashed line)
CITY OF WAUKESHA & CITY OF FRANKLIN SHARED DUCT =	(Green dashed line)
FRANKLIN PUBLIC SCHOOL DISTRICT DUCT = SHARED WITH CITY OF FRANKLIN	(Blue dashed line)
CITY OF FRANKLIN DUCT = SHARED WITH FRANKLIN PUBLIC SCHOOL DISTRICT	(Red dashed line)





**PHASE 1**  
Prints 1-9



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

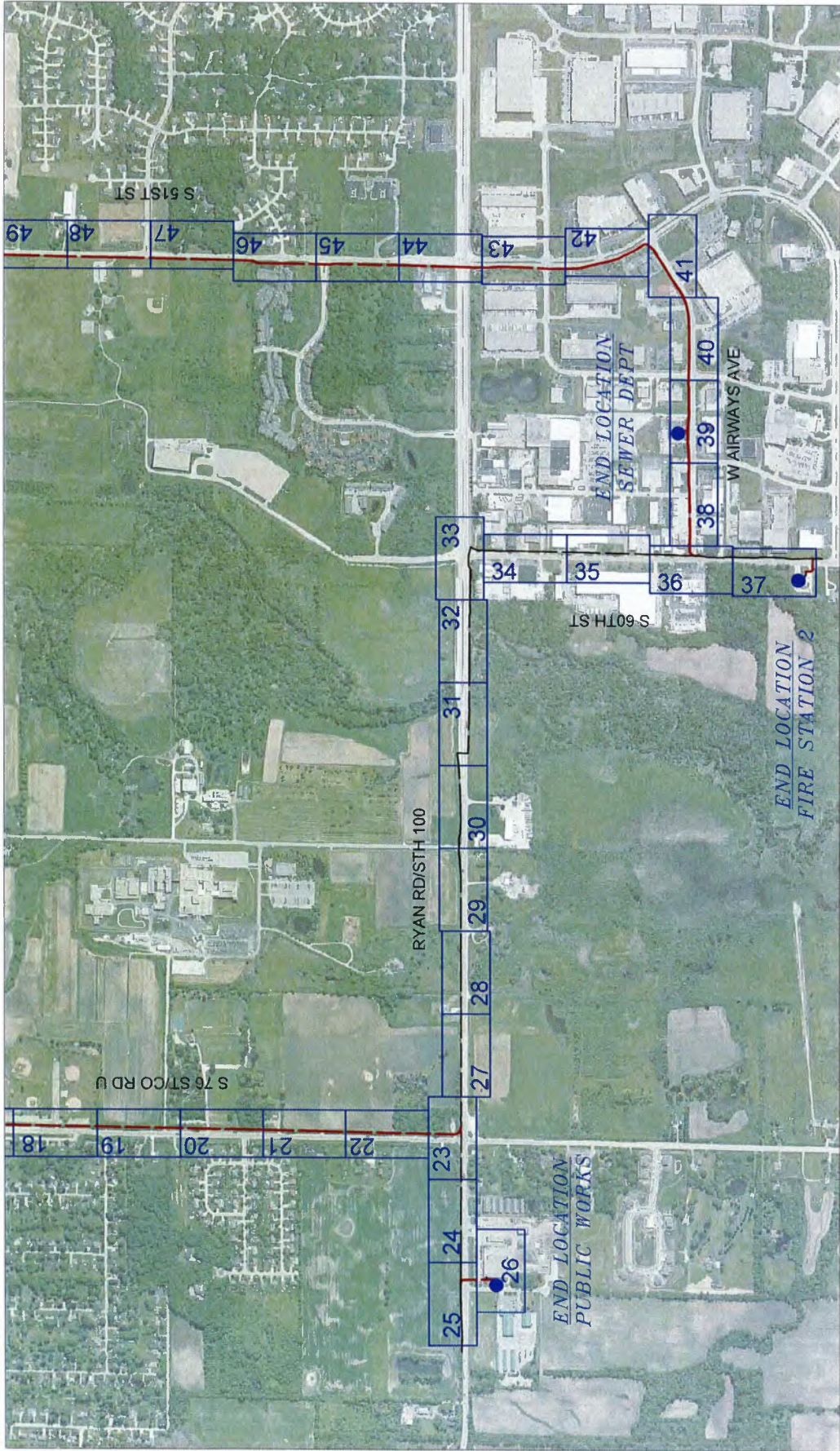


CITY OF FRANKLIN  
BACKBONE FIBER PROJECT

SHEET GROUP:  
OVERVIEW

SHEET ID:  
OV1





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CITY OF FRANKLIN  
 BACKBONE FIBER PROJECT

SHEET GROUP:  
 OVERVIEW

SHEET ID:  
 OV2

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<b>APPROVAL</b>  	<b>REQUEST FOR COMMON COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>5/2/23</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Request for Approval of 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</b>	<b>ITEM NUMBER</b>  <b>G. 8.</b>

Attached is the (renewal) Memorandum of Agreement for Weights and Measures Inspection with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) for July 1, 2023 through June 30, 2024. Weights and measures includes every kind of instrument and device for weighing and measuring, and any appliances and accessories used with any or all such instruments and devices. Some examples are fuel pumps, small scales (300 lbs. or less), medium scales (300-5,000 lbs.), heavy scales (more than 5,000 lbs.), devices for timing (such as a laundromat dryer or car wash dryer), devices for measuring length, and point of sale scanners.

At the current time, there are 39 locations that hold a Weights and Measures license issued by the City Clerk. During the 2022-2023 license year, DATCP conducted inspections at 25 locations during a 9-day period at a cost of \$400 per day. This fee has not changed in 20 years; however, after a statewide review of its inspection program, DATCP has determined that there will be an increase to \$750 per day for 2023-2024. In order to ensure that businesses inspected by the State are equally served and regulated, DATCP has moved to a two-year inspection interval for most inspection types and a complaint inspection basis for some other business types. This means that the 2023-2024 fiscal year costs will be increased from \$3,600 to \$6,750. Pursuant to Municipal Code § 26-8., the City assesses these fees on the person who receives the actual services rendered during the July-through-June contract period. The City may only recover an amount not to exceed DATCP's fees.

Fiscal Note

The 2022-2023 DATCP invoice in the amount of \$3,600 has been paid from funds in the 2023 adopted budget, and matching revenue has been received for those inspections. Revenue also includes annual license fees of \$20 per location with qualifying devices. There is no impact on the current year budget.

The 2023-2024 inspection year will result in a increase of expenditures and revenues requested in the 2024 budget for Weights and Measures from \$3,600 to \$6,750.

**COUNCIL ACTION REQUESTED**

Motion to authorize 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.





State of Wisconsin  
Governor Tony Evers

**Department of Agriculture, Trade and Consumer Protection**  
Secretary Randy Romanski

**Date:** April 18, 2023  
**To:** Municipal Weights and Measures Program Administrator  
**From:** Joe Smith, Director, Bureau of Weights and Measures

The Department of Agriculture, Trade and Consumer Protection's (DATCP) Bureau of Weights and Measures will be implementing a weights and measures inspection fee adjustment for contract municipalities effective July 1, 2023.

As part of a comprehensive 2022 review of the inspection program, the Department's Bureau of Weights and Measures identified appropriate adjustments to inspection frequencies and fees. Starting on July 1, 2022, weights and measures device inspection frequencies - within contract municipalities - changed from annual to biennial. This change was based on inspection data demonstrating no significant compliance difference between a one-year or two-year device inspection frequency. In addition, the Department reviewed the contract municipality inspection fee structure, which had not been adjusted since 2003. This review identified the need for a fee adjustment from \$400 per day to \$750 per day, to reflect the increased costs of doing the contracted inspections. This adjustment supports DATCP's work with each municipality per Wisconsin Statute s. 98.04(2).

As you are likely aware, State law requires that a municipality with a population over 5,000 either establish their own weights and measures inspection program with enough staff and equipment to ensure compliance with Wisconsin Statute Chapter 98, or contract with the State to provide those services. Wisconsin Statute s. 98.04(2) also allows a municipality to assess fees to businesses that receive weights and measures services. Those fees may not exceed the actual cost of fees paid to the Department for the same services. Ordinances and fees should be reviewed and adjusted as needed if your municipality recovers weights and measures inspection costs from regulated businesses.

If your municipality intends to continue to contract with the State for its weights and measures inspection program, please sign and return the enclosed contract by June 15, 2023 to: DATCP; Holly Wing; P.O. Box 8911; Madison, WI 53708-8911. A completed copy of the contract will be returned to you for your records, and you will be billed for this service in April 2024. If you have questions, please contact Stephen Peter at 608-224-4954 or email [Stephen.peter@wisconsin.gov](mailto:Stephen.peter@wisconsin.gov)

Joe Smith  
Director – Bureau of Weights and Measures  
Division of Trade and Consumer Protection

Enclosure

## MEMORANDUM OF AGREEMENT WEIGHTS AND MEASURES INSPECTION

THIS AGREEMENT is entered into by and between the STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, hereinafter referred to as the Department, and the MUNICIPALITY OF FRANKLIN, hereinafter referred to as the Municipality.

Pursuant to Wis. Stat. § 98.04(2), the Department agrees to furnish the services and perform the duties required to enforce the provisions of Wis. Stat. ch. 98 in the Municipality. The Department further agrees to report to the Municipality at least annually on the extent and nature of the services performed. It is understood and agreed that the Municipality shall not be required to maintain a department of weights and measures or appoint sealers of weights and measures while this agreement is in effect.

Pursuant to Wis. Stat. §§ 66.0301 and 98.04(2), the Municipality agrees to pay to the Department fees sufficient to cover the Department's annual costs of providing such services on a fiscal year basis that starts on July 1 and continues through the following June 30, with payment to be made not later than May 1 of the fiscal year of this agreement. Payment for services performed by the Department for less than any contract period shall be prorated accordingly.

This agreement shall be self-renewing for succeeding fiscal year periods, except that the sum to be paid to the Department for services rendered shall be subject to renegotiation for each succeeding contract period based on the cost of providing services. This agreement may be terminated at the end of any fiscal year by either party giving the other party written notice at least 60 days prior to July 1 of the following fiscal year. Annual fees payable to the Department shall be in the amount of \$6,750.00, except as otherwise agreed upon for succeeding contract periods. Under Wis. Stat. § 98.04(2), a municipality may recover an amount not to exceed the cost of fees paid to the Department by assessing fees on the persons who receive services under the weights and measures program.

The parties have entered into this agreement effective the **1<sup>st</sup> day of July 2023**.

WISCONSIN DEPARTMENT OF  
AGRICULTURE, TRADE AND CONSUMER  
PROTECTION

By \_\_\_\_\_  
Signature Date

Acting Administrator  
Division of Trade & Consumer Protection  
(608) 224-4929

MUNICIPALITY OF \_\_\_\_\_

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title Telephone Number

ATTEST:

BY \_\_\_\_\_

Karen L. Kastenson, City Clerk

Dated: \_\_\_\_\_

\_\_\_\_\_  
Thomas Bakalarski, Interim Comptroller

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

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

Dated: \_\_\_\_\_

## Chapter 26. Weights and Measures Regulations

[HISTORY: Adopted by the Common Council of the City of Franklin 12-3-2002 by Ord. No. 2002-1736. This ordinance also repealed former Ch. 26, Department of Weights and Measures, adopted 8-5-1997 by Ord No 97-1461 as Sec. 1.07 of the 1997 Code, as amended. Amendments noted where applicable.]

### § 26-1. Regulations adopted.

The statutory provisions of Ch. 98, Wis. Stats., and Wisconsin Administrative Code, ATCP 92, Weighing and Measuring Devices, are hereby adopted and by reference made a part of this chapter as if fully set forth herein. Any act required to be performed or prohibited by any statute or code incorporated herein by reference is required or prohibited by this chapter. Any further amendments, revisions or modifications of the statutes incorporated herein or Wisconsin Administrative Code provisions incorporated herein are intended to be made a part of this chapter. This chapter is adopted pursuant to the provisions of Chapter 98, Wis. Stats.

### § 26-2. Appointment of inspectors.

In order to assure compliance with this chapter, the City hereby grants the authority and duties of sealers and inspectors required by this chapter to the State of Wisconsin Department of Agriculture, Trade and Consumer Protection.

### § 26-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

#### **COMMERCIAL WEIGHING OR MEASURING DEVICES**

Devices used or employed in establishing the size, quantity, extent, area or measurement of quantities, items, produce or articles for sale, hire or award, or in computing any basic charge or payment for services rendered on the basis of weight or measure.

#### **WEIGHTS AND MEASURES PROGRAM**

The program that includes administration and enforcement of this chapter, Chapter 98, Wis. Stats., Wisconsin Administrative Code provisions and any related actions.

### § 26-4. Weights and measures license required.

- A. License requirements. Except as provided in Subsection B, no person shall operate or maintain any commercial weighing or measuring devices or any other weights and measures or systems and accessories related thereto which are used commercially within the City of Franklin for determining the weight, measure or count unless each such device is licensed by an annual weights and measures license issued pursuant to the provisions of this chapter.
- B. Exemptions. Sales permitted at St. Martins Fair or sales permitted by direct seller, transient merchants and solicitors are exempt from licensing under this chapter.

### § 26-5. Application for license.

An application for a weights and measures license shall be made in writing on a form provided for such purpose by the City Clerk and shall be signed by the owner of the commercial business or by its authorized agent. Such applications shall state the type and number of weighing and measuring devices to be licensed, location of the

devices, the applicant's full name and post office address, and whether such applicant is an individual, partnership, limited liability company, corporation or other entity. If the applicant is a partnership, the application shall state the names and addresses of each partner. If the applicant is a corporation or limited liability company, the application shall state the name and address of all officers and agents of the applicant, including the registered agent thereof

## § 26-6. Weights and measures license fee.

Upon compliance of this chapter, the City Clerk shall issue a license to the applicant upon payment of the license fee as set forth in Ch. 169, Licenses and Permits. Each store or business location shall require a separate license. The license fee shall not be prorated for a partial year.

## § 26-7. License term.

A license issued under this chapter shall expire on June 30 of each year


## § 26-8. Fees assessment.

Pursuant to § 98.04(2), Wis. Stats , the Department of Agriculture, Trade and Consumer Protection enforces this chapter within the City of Franklin and charges the costs thereof to the City of Franklin upon an itemized service fee assessment per licensee basis following the expiration of each license year on June 30; the City shall invoice such actual service costs to each licensee by regular mail, and each licensee shall pay such invoice within 30 days of the date of the City mailing thereof. Payment of the service fee assessment by a licensee shall be in addition to the payment of the annual license fee set forth under § 26-6 of this chapter. A licensee's failure to timely pay the fee assessment shall be grounds for the suspension or revocation of any municipal license held by such licensee, and the payment of such fee assessment shall be a precondition to the issuance of any renewal, subsequent or other municipal license to such licensee.

## § 26-9. Violations and penalties.

Any person or entity who shall violate any provision of this chapter shall be subject to the penalties and remedial actions as provided in Chapter 1, General Provisions, § 1-19 of this Code, and in addition thereto, the penalties and remedial actions available under § 98.26, Wis. Stats.



<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> May 2, 2023
Reports & Recommendations	<b>A Resolution to Accept a Water Main Easement From          5040 W. Rawson Avenue, Kwik Trip, Inc.,          TKN 740-9988-008</b>	<b>ITEM NO.</b> Ald. Dist. #3 G.9.

**BACKGROUND**

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

It was recently discovered that the fire hydrant on the northeast corner of the Kwik Trip property at 5040 W. Rawson Avenue is not in a water main easement. City records show a draft easement that was never completed. Staff has worked with Kwik Trip, Inc. and they are acceptable to this water main easement.

**ANALYSIS**

The easement is approximately 2,400 square feet and includes the existing hydrant, existing hydrant lead, and the existing associated appurtenances on the northeast corner of the Kwik Trip at 5040 W. Rawson Avenue.

**OPTIONS**

Approve or Deny

**FISCAL NOTE**

The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

**RECOMMENDATION**

Motion to adopt Resolution No. 2023 - \_\_\_\_\_, a resolution to accept a water main easement from 5040 W. Rawson Avenue, Kwik Trip, Inc., TKN 740-9988-008.

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 -

A RESOLUTION TO ACCEPT A WATER MAIN EASEMENT FROM  
5040 W. RAWSON AVENUE, KWIK TRIP, INC.,  
TKN 740-9988-008

---

WHEREAS, the Franklin Fire Department finds it desirable for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the existing fire hydrant on the northeast corner of the Kwik Trip property at 5040 W. Rawson Avenue is not in a water main easement; and

WHEREAS, a water main easement was previously drafted for this area, but was not completed; and

WHEREAS, the Kwik Trip, Inc. desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 a water main easement on and across the property located at 5040 W. Rawson Avenue, Kwik Trip, Inc., TKN 740-9988-008, and, therefore the Mayor and City Clerk are hereby authorized and directed to execute said easement on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easement 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 \_\_\_\_\_

Document Number

**WATER MAIN EASEMENT**

Name and Return Address.

Thomas E. Reinhart  
P.O. Box 2107  
La Crosse, WI 54602-2107

740-9988-008

Parcel Identification Number (PIN)

## **WATER MAIN EASEMENT**

Kwik Trip Inc.  
5040 W. Rawson Avenue  
Tax Key Number 740-9988-008

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Kwik Trip, Inc., a Wisconsin 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 non-exclusive easement with the right of entry in and across a portion of 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 non-exclusive 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 non-exclusive easement ("Easement") in that part of the southeast 1/4 of Section Two (2), 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 Easement Area 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 the Easement Area, the Grantor will assume all liability for any damage to the Facilities in the 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 of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the Easement Area, 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 Easement Area. 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 Area 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 Area 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 Area 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 Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this Easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This Easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.



13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this Easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that 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.

[SIGNATURE PAGES FOLLOW]

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

ON THIS DATE OF: April 17, 2023

KWIK TRIP, INC.

By: [Signature]  
Name and Title

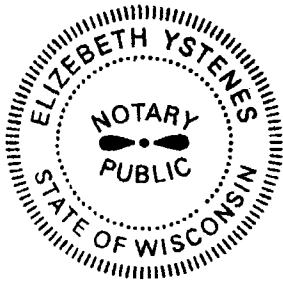
Jeffrey J. Wrobel, CFO and Treasurer  
Name & Title Printed

STATE OF WISCONSIN SS

COUNTY OF LA CROSSE

Before me personally appeared on the 17<sup>th</sup> day of April, 2023, the above named Jeffrey J. Wrobel, CFO and Treasurer of Kwik Trip, Inc., a Wisconsin corporation.

(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  
( Elizabeth Ystnes )  
My commission expires 3/30/24

CITY OF FRANKLIN

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

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

STATE OF WISCONSIN  
SS  
COUNTY OF MILWAUKEE

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

Notary Public \_\_\_\_\_  
( \_\_\_\_\_ )  
My commission expires \_\_\_\_\_

**MORTGAGE HOLDER CONSENT**

The undersigned, \_\_\_\_\_, 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

n/a

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

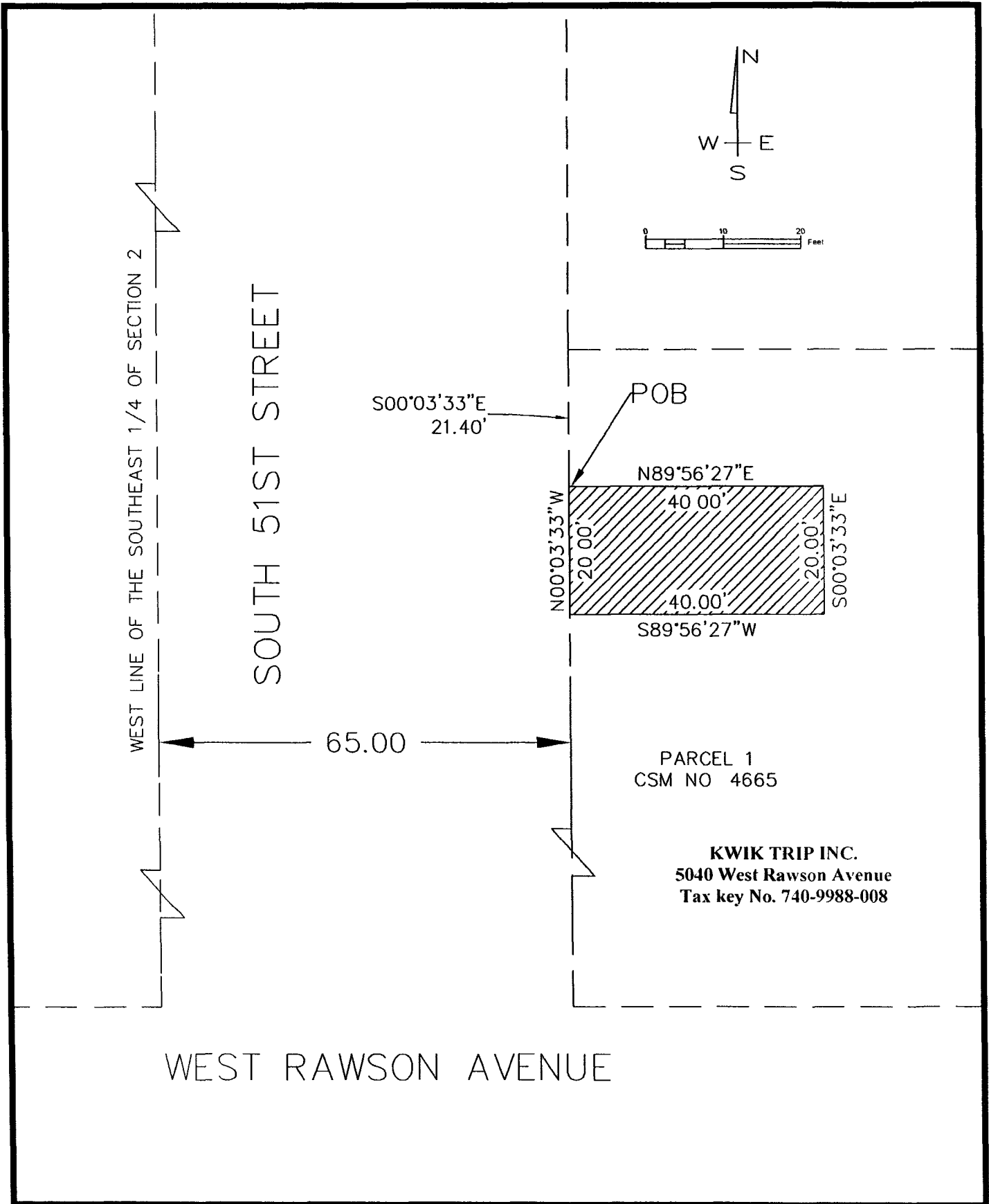
**Exhibit A**

Legal Description of the Property

5040 West Rawson Avenue  
Tax key No. 740-9988-008

Parcel 1 of Certified Survey Map No.4565, recorded on February 7, 1985 in Reel 1724, Image 228, as Document No. 5786076, being part of the SE ¼ and the SW ¼ of the SE ¼ of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, EXCEPTING therefrom the South 7.13 feet conveyed to Milwaukee County by Warranty Deed recorded on November 22, 1999 in Reel 4696, Image 758, as Document No. 7839751.

EXHIBIT B  
Depiction of the Facilities





**Exhibit C**

**Legal Description of the Facility**


**WATER MAIN EASEMENT**

Being in the Southeast ¼ of Section 2, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of Parcel 1 of Certified Survey Map No. 4565, also a point on the East Right of Way of South 51<sup>st</sup> Street; thence S00°03'33"E, along East of said Right of Way, 21.40 feet to a point of beginning of the land to be described; thence N89°56'27"E, 40.00 feet to a point; thence S00°03'33"E, 20.00 feet to a point; thence S89°56'27"W, 40.00 feet to a point on said Right of Way; thence N00°03'33"W, along East of said Right of Way, 20.00 feet to the point of beginning.

Said lands containing 2,400 square feet or 0.06 acres.

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> May 2, 2023
Reports & Recommendations	<b>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</b>	<b>ITEM NO.</b> <b>Ald. Dist. #6</b>  G.10.

**BACKGROUND**

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

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

**ANALYSIS**

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said the storm water facilities maintenance agreement and the storm water management access easement, and have them recorded with the Register of Deeds for Milwaukee County.

**FISCAL NOTE**

All costs associated with storm water facilities maintenance are to be paid by the development owner or homeowners association as stated in the individual agreement.

**RECOMMENDATION**

Motion to adopt Resolution No. 2023- \_\_\_\_\_ 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.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 -

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

---

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City  
of Franklin that it would be in the best interest of the City to accept such Storm Water Facilities  
Maintenance Agreement and Storm Water Management Access Easement, and, therefore, the  
Mayor and City Clerk are hereby authorized and directed to execute them on behalf of the City.

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

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

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

APPROVED:

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

ATTEST:

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

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

**STORM WATER FACILITIES  
MAINTENANCE AGREEMENT**

RISE Commercial District  
Lot 2, CSM 9421, S. Monarch Drive  
Tax Key 891-9014-000

This AGREEMENT, made and entered into this 30 day of March, 2023, by and between RISE Franklin WI LLC., hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

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

That part of Lot 2 of Certified Survey Map No. 9421, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11260729, being a part of Lot 84 in Ryan Meadows, as recorded in the Register of Deeds office for Milwaukee County as Document No. 10962414, and a part of Parcel 1 of Certified Survey Map No. 975, as recorded in the Register of Deeds office for Milwaukee County as Document No. 4446377, located in the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, described as follows:

Commencing at the southwest corner of said Lot 2, said corner also being the southwest corner of Lot 84 of Ryan Meadows; thence North 00°34'08" West along the west line of said Lot 2, 310.80 feet to the Point of Beginning:

Thence continuing North 00°34'08" West along said west line, 186.65 feet; thence North 53°44'29" East, 23.30 feet; thence South 36°15'31" East, 15.55 feet; thence North 53°44'29" East, 112.52 feet; thence North 36°15'31" West, 23.83 feet to the southeasterly right of way line of Monarch Drive; thence North 53°44'29" East along said right of way line, 20.00 feet thence South 36°15'31" East, 23.83 feet; thence North 53°44'29" East, 302.10 feet; thence South 64°32'14" East, 207.60 feet; thence South 25°27'46" West, 42.70 feet; thence South 67°30'13" West, 34.90 feet; thence South 00°33'39" East, 60.75 feet; thence South 89°26'21" West, 22.78 feet; thence North 36°15'31" West, 210.80 feet; thence South 53°44'29" West, 275.00 feet; thence South 36°15'31" East, 219.50 feet; thence North 53°44'29" East, 226.29 feet; thence North 89°26'21" East, 458.77 feet; thence South 45°33'39" East, 59.40 feet; thence South 89°26'21" West, 143.75 feet; thence North 09°47'13" East, 183.20 feet; thence South 89°42'41" East, 270.10 feet; thence South 00°33'39" East, 66.22 feet; thence North 89°42'41" West, 95.30 feet; thence South 44°27'02" West, 31.70 feet; thence South 00°33'39" East, 109.00 feet; thence South 89°26'21" West, 337.30 feet; thence North 45°33'39" West, 59.40 feet; thence South 89°26'21" West, 444.04 feet; thence South 53°44'29" West, 239.85 feet; thence North 36°15'31" West, 239.50 feet; thence South 53°44'29" West, 89.00 feet; thence South 36°15'31" East, 223.50 feet; thence South 51°58'55" West, 5.87 feet; thence South 89°25'52" West, 184.50 feet to the Point of Beginning.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/CSM known as RISE Commercial District hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm



Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit “B” and more particularly described on Exhibit “C”; and

WHEREAS, the City and the Owner, its successors and assigns (“successors and assigns” meaning to include any homeowners’ association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

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

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

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated 05/18/2022 and erosion control plan dated 06/17/2022 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit “A” and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:

- a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
  7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
  8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
  9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
  10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

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

SEALED IN PRESENCE OF:

RISE Franklin WI LLC, Owner

By: [Signature]  
Name: Reid Litwack, Managing Member

NO SEAL

STATE OF ~~WISCONSIN~~ <sup>Indiana</sup> ss.  
Marion COUNTY)

Personally came before me this 30 day of March, 2023, the above named Reid Litwack, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



[Signature]  
Notary Public, Marion County, WI IN  
( )  
My commission expires: 6-18-2027

CITY OF FRANKLIN

By: \_\_\_\_\_ (Seal)  
Name: Stephen R. Olson  
Title: Mayor

COUNTERSIGNED:

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

STATE OF WISCONSIN)ss.  
MILWAUKEE COUNTY)

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

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

( )

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

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

Form approved: \_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

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

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

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

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

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

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

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

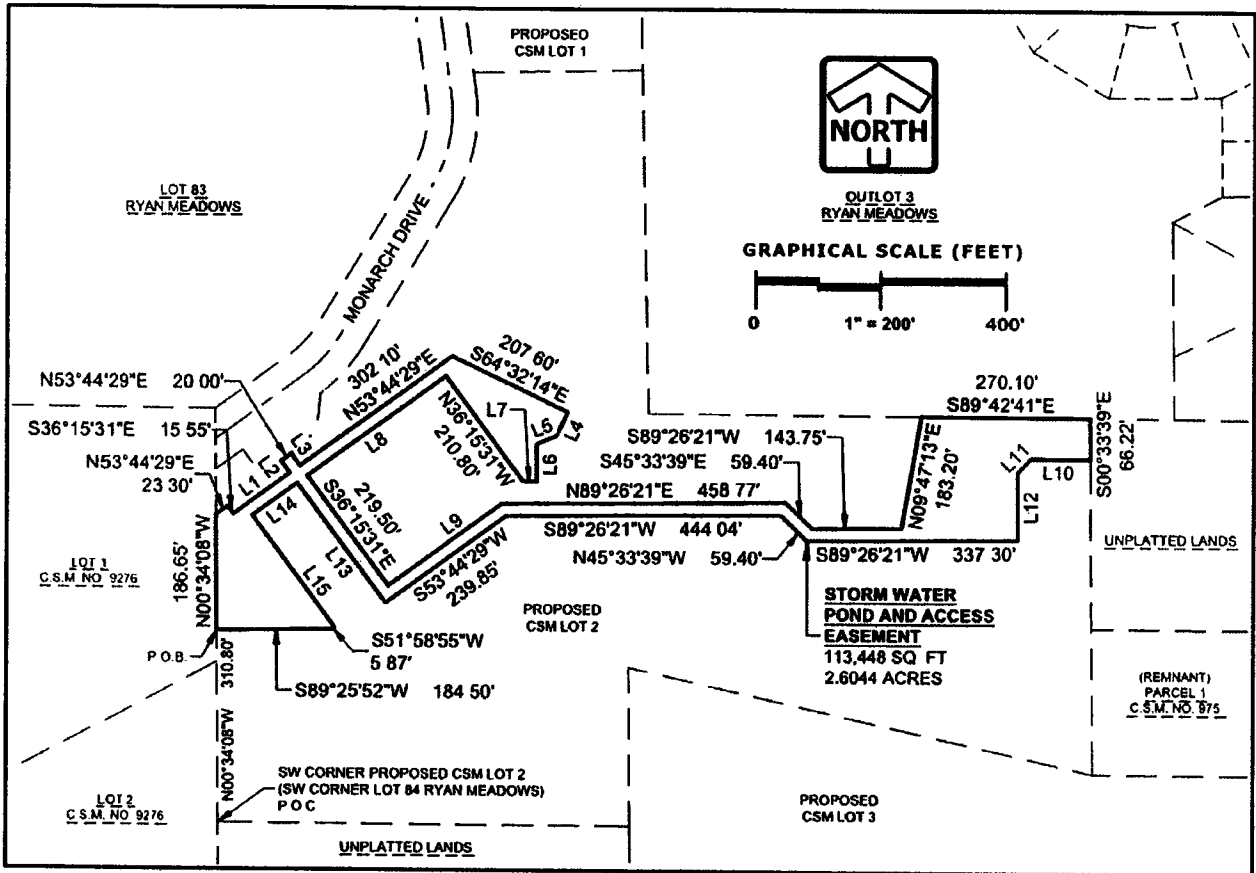
Normal Pool  Yes  No

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

EXHIBIT "B"

DEPICTION OF THE FACILITIES

Lot 2 of CSM 9421



**EXHIBIT B** 05/23/2022

**PINNACLE ENGINEERING GROUP** PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 WWW.PINNACLE-ENGR.COM PEG JOB#809.80B



EXHIBIT "C"

LEGAL DESCRIPTION OF AREA

LEGAL DESCRIPTION:

That part of Lot 2 of Certified Survey Map No. 9421 as recorded in the Register of Deeds office for Milwaukee County as Document No. 11260729, being a part of Lot 84 in Ryan Meadows, as recorded in the Register of Deeds office for Milwaukee County as Document No. 10962414 and a part of Parcel 1 of Certified Survey Map No. 975 as recorded in the Register of Deeds office for Milwaukee County as Document No. 4446377, located in the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North, Range 21 East City of Franklin Milwaukee County Wisconsin described as follows

Commencing at the southwest corner of said Lot 2, said corner also being the southwest corner of Lot 84 of Ryan Meadows, thence North 00°34'08" West along the west line of said Lot 2, 310.80 feet to the Point of Beginning;

Thence continuing North 00°34'08" West along said west line 186.65 feet; thence North 53°44'29" East, 23.30 feet, thence South 36°15'31" East, 15.55 feet; thence North 53°44'29" East, 112.52 feet, thence North 36°15'31" West, 23.83 feet to the southeasterly right of way line of Monarch Drive, thence North 53°44'29" East along said right of way line 20.00 feet thence South 36°15'31" East, 23.83 feet, thence North 53°44'29" East 302.10 feet, thence South 64°32'14" East, 207.60 feet, thence South 25°27'48" West, 42.70 feet, thence South 67°30'13" West 34.90 feet, thence South 00°33'39" East, 60.75 feet, thence South 89°26'21" West, 22.78 feet thence North 36°15'31" West, 210.80 feet, thence South 53°44'29" West, 275.00 feet; thence South 36°15'31" East, 219.50 feet, thence North 53°44'29" East, 226.29 feet, thence North 89°26'21" East, 458.77 feet; thence South 45°33'39" East, 59.40 feet, thence South 89°26'21" West, 143.75 feet, thence North 09°47'13" East, 183.20 feet, thence South 89°42'41" East, 270.10 feet, thence South 00°33'39" East, 66.22 feet; thence North 89°42'41" West, 95.30 feet, thence South 44°27'02" West, 31.70 feet thence South 00°33'39" East, 109.00 feet, thence South 89°26'21" West, 337.30 feet, thence North 45°33'39" West, 59.40 feet, thence South 89°26'21" West, 444.04 feet, thence South 53°44'29" West, 239.85 feet; thence North 36°15'31" West 239.50 feet, thence South 53°44'29" West 89.00 feet, thence South 36°15'31" East 223.50 feet; thence South 51°58'55" West, 5.87 feet, thence South 89°25'52" West, 184.50 feet to the Point of Beginning.

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	N53°44'29"E	112.52'
L2	N36°15'31"W	23.83'
L3	S36°15'31"E	23.83'
L4	S25°27'48"W	42.70'
L5	S67°30'13"W	34.90'
L6	S00°33'39"E	60.75'
L7	S89°26'21"W	22.78'
L8	S53°44'29"W	275.00'
L9	N53°44'29"E	226.29'
L10	N89°42'41"W	95.30'
L11	S44°27'02"W	31.70'
L12	S00°33'39"E	109.00'
L13	N36°15'31"W	239.50'
L14	S53°44'29"W	89.00'
L15	S36°15'31"E	223.50'



EXHIBIT C

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

05/23/2022

PLAN | DESIGN | DELIVER

WWW.PINNACLE-ENGR.COM

PEG JOB#809.80B

## STORM WATER MANAGEMENT ACCESS EASEMENT

RISE Commercial District  
Lot 2, CSM 9421, S. Monarch Drive  
Tax Key 891-9014-000

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

### WITNESSETH

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

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B."; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1 00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the northwest quarter (1/4) of the southeast quarter (1/4) and the northeast quarter (1/4) of the southwest quarter (1/4) and the southeast quarter (1/4) of the northwest 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 Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities.
- 2 That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to

their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity"

3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Association at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for

delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

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

ON THIS DATE OF: March 30, 2023

RISE Franklin WI LLC  
Company Name

By: [Signature] (Seal) No Seal

Name & Title: Reid Litwack, Managing Member

STATE OF Indiana

ss

COUNTY OF Marion

Before me personally appeared on the 30 day of March, A.D. 2023.  
Reid Litwack

President or Name printed Secretary or Name printed  
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 6-18-2027)



CITY OF FRANKLIN

By: \_\_\_\_\_  
Stephen R. Olson, Mayor

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

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

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

\_\_\_\_\_  
Notary Public, Milwaukee County, Wisconsin  
( \_\_\_\_\_ )  
My commission expires \_\_\_\_\_





Exhibit "A"

(Description of the Property)

That part of Lot 2 of Certified Survey Map No \_\_9421\_\_\_\_\_, as recorded in the Register of Deeds office for Milwaukee County as Document No \_\_11260729\_\_\_\_\_, being a part of Lot 84 in Ryan Meadows, as recorded in the Register of Deeds office for Milwaukee County as Document No 10962414, and a part of Parcel 1 of Certified Survey Map No 975, as recorded in the Register of Deeds office for Milwaukee County as Document No 4446377, located in the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin

EXHIBIT "B"

DEPICTION OF THE FACILITIES

Lot 2 of CSM 9421

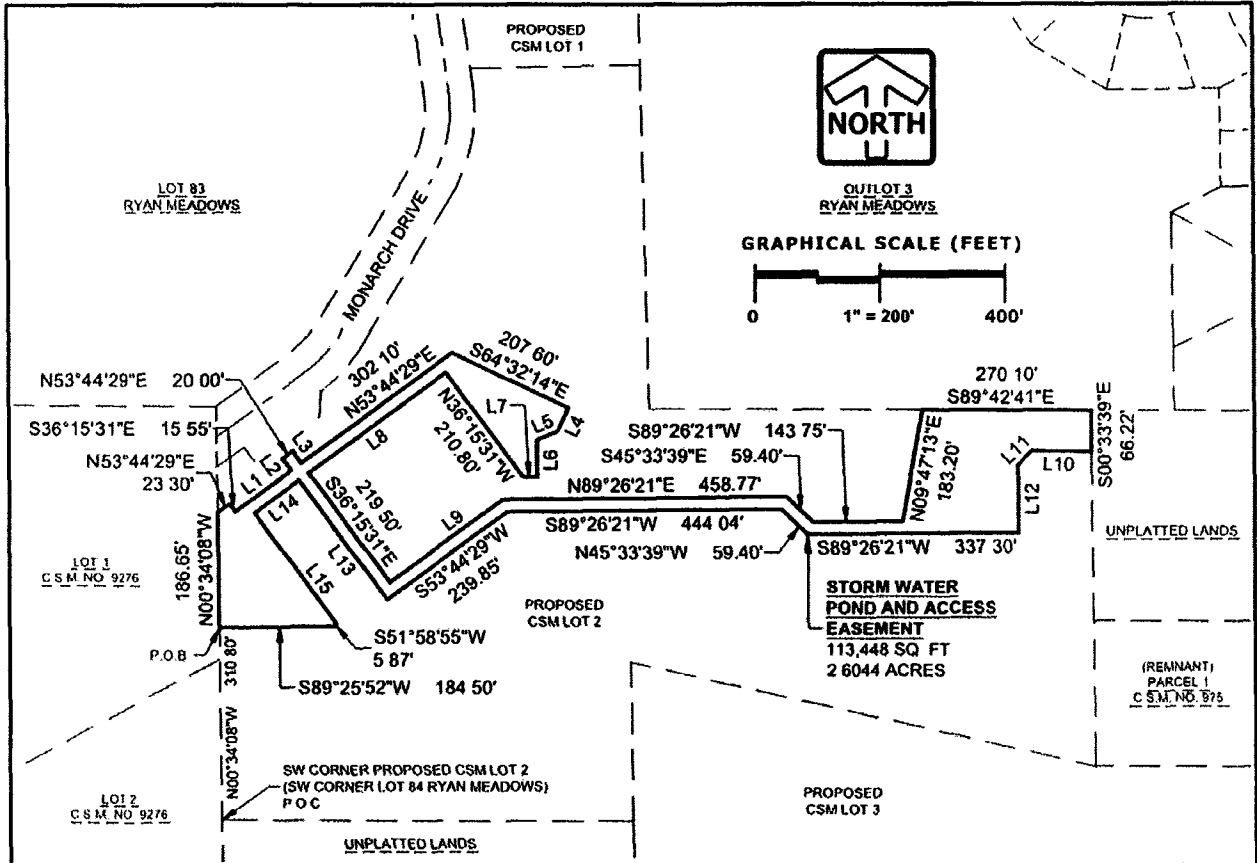


EXHIBIT B

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

05/23/2022

PLAN | DESIGN | DELIVER

WWW.PINNACLE-ENGR.COM

PEG JOB#809.80B

EXHIBIT "C"

LEGAL DESCRIPTION OF EASEMENT AREA

LEGAL DESCRIPTION:

That part of Lot 2 of Certified Survey Map No. 9421 as recorded in the Register of Deeds office for Milwaukee County as Document No. 11260729, being a part of Lot 84 in Ryan Meadows, as recorded in the Register of Deeds office for Milwaukee County as Document No. 10962414, and a part of Parcel 1 of Certified Survey Map No. 975, as recorded in the Register of Deeds office for Milwaukee County as Document No. 4446377, located in the Northwest 1/4 of the Southeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, described as follows.

Commencing at the southwest corner of said Lot 2, said corner also being the southwest corner of Lot 84 of Ryan Meadows, thence North 00°34'08" West along the west line of said Lot 2, 310.80 feet to the Point of Beginning.

Thence continuing North 00°34'08" West along said west line 186.65 feet, thence North 53°44'29" East, 23.30 feet, thence South 36°15'31" East, 15.55 feet; thence North 53°44'29" East, 112.52 feet, thence North 36°15'31" West, 23.83 feet to the southeasterly right of way line of Monarch Drive, thence North 53°44'29" East along said right of way line 20.00 feet thence South 36°15'31" East, 23.83 feet, thence North 53°44'29" East 302.10 feet, thence South 64°32'14" East, 207.60 feet, thence South 25°27'46" West, 42.70 feet, thence South 67°30'13" West, 34.90 feet, thence South 00°33'39" East, 60.75 feet thence South 89°26'21" West 22.78 feet thence North 36°15'31" West, 210.80 feet, thence South 53°44'29" West, 275.00 feet, thence South 36°15'31" East, 219.50 feet, thence North 53°44'29" East, 226.29 feet; thence North 89°26'21" East, 459.77 feet, thence South 45°33'39" East, 59.40 feet, thence South 89°26'21" West, 143.75 feet, thence North 09°47'13" East, 183.20 feet, thence South 89°42'41" East, 270.10 feet, thence South 00°33'39" East, 66.22 feet; thence North 89°42'41" West, 95.30 feet; thence South 44°27'02" West 31.70 feet thence South 00°33'39" East, 109.00 feet, thence South 89°26'21" West, 337.30 feet, thence North 45°33'39" West, 59.40 feet, thence South 89°26'21" West, 444.04 feet thence South 53°44'29" West, 239.85 feet, thence North 36°15'31" West 239.50 feet, thence South 53°44'29" West, 89.00 feet, thence South 36°15'31" East, 223.50 feet, thence South 51°58'55" West, 5.87 feet thence South 89°25'52" West, 184.50 feet to the Point of Beginning

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	N53°44'29"E	112.52'
L2	N36°15'31"W	23.83'
L3	S36°15'31"E	23.83'
L4	S25°27'46"W	42.70'
L5	S67°30'13"W	34.90'
L6	S00°33'39"E	60.75'
L7	S89°26'21"W	22.78'
L8	S53°44'29"W	275.00'
L9	N53°44'29"E	226.29'
L10	N89°42'41"W	95.30'
L11	S44°27'02"W	31.70'
L12	S00°33'39"E	109.00'
L13	N36°15'31"W	239.50'
L14	S53°44'29"W	89.00'
L15	S36°15'31"E	223.50'



EXHIBIT C

PINNACLE ENGINEERING GROUP  
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

05/23/2022

PLAN | DESIGN | DELIVER  
WWW.PINNACLE-ENGR.COM PEG JOB# 809.80B

**BLANK PAGE**



<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JH</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;">05/02/23</p>
<p style="text-align: center;">REPORTS &amp; RECOMMENDATIONS</p>	<p style="text-align: center;"><b>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A FINAL PLAT FOR THE TESS CREEK ESTATES SUBDIVISION UPON PROPERTY LOCATED AT 11595 AND 11600 WEST FOREST HOME AVENUE (FOREST HOME INVESTORS, LLC, PROPERTY OWNER)</b></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.11</i></p> <p style="text-align: center;">Ald. Dist. #6</p>

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

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

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2023-\_\_\_\_\_, authorizing certain officials to accept a conservation easement for and as part of the approval of a final plat for the Tess Creek Estates subdivision upon property located at 11595 and 11600 West Forest Home Avenue (Forest Home Investors, LLC, property owner)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

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

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A FINAL  
PLAT FOR THE TESS CREEK ESTATES SUBDIVISION UPON PROPERTY LOCATED  
AT 11595 AND 11600 WEST FOREST HOME AVENUE (FOREST HOME INVESTORS,  
LLC, PROPERTY OWNER)

---

WHEREAS, the Common Council having approved a Final Plat for the Tess Creek Estates subdivision upon the application of P. Kenneth Servi, Servi Investments, LLC, on March 7, 2023, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect on-site wetlands, wetland buffers, shore buffers, flood plains and young woodlands; and

WHEREAS, §15-7.0603B. of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the plat review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Final Plat; and

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

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

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
CONSERVATION EASEMENT  
FOREST HOME INVESTORS, LLC  
RESOLUTION NO. 2023- \_\_\_\_\_

Page 2

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

APPROVED:

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

ATTEST:

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

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

**CONSERVATION EASEMENT**

Tess Creek Estates, Forest Home Investors, LLC

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and Forest Home Investors, LLC a Wisconsin limited liability company, hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof and Grantor in accordance with this agreement intends to create a conservation easement over the area depicted in Exhibit B and more particularly described in Exhibit C attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, woodlands, shore buffer, flood plain, wetlands, and wetland buffer as shown and listed on the NRPP dated February 2, 2022 and prepared by CJ Engineering, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a “holder”, as contemplated by § 700 40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62 23 and § 236 45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

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

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

WHEREAS, there is no mortgagee of the protected property

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

Grantee’s rights hereunder shall consist solely of the following

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under DIVISION 15-9 0500 of the Unified Development Ordinance of the City of Franklin as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee’s right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

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

- 1 Construct or place buildings or any structure,

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

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

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

To Grantor  
 Forest Home Investors, LLC  
 1007 N Pinegrove Ct  
 Hartland, WI 53029

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

In witness whereof, the Grantor has set his hand *and seal* on this date of April \_\_\_\_, 2023

Forest Home Investors, LLC

By \_\_\_\_\_  
 Ken Servi Managing Member

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of April, 2023, by Ken Servi, as Managing Member of Forest Home Investors, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Forest Home Investors, LLC

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

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

**Acceptance**

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

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of April, 2023.

CITY OF FRANKLIN

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

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

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF MILWAUKEE    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above named John R. Nelson, Mayor and Karen L. Kastenson, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No \_\_\_\_\_, adopted by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

This instrument was drafted by the City of Franklin

Approved as to contents

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

\_\_\_\_\_  
Date

Approved as to form only

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

\_\_\_\_\_  
Date



**MORTGAGE HOLDER CONSENT**

The undersigned, none ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the protected property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on [not applicable], hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property

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

Mortgagee

None

STATE OF WISCONSIN        )  
  )ss  
COUNTY OF MILWAUKEE    )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me, the undersigned, personally appeared \_\_\_\_\_ [Name] \_\_\_\_\_, as \_\_\_\_\_ [Title] \_\_\_\_\_ of \_\_\_\_\_ [name of mortgagee] \_\_\_\_\_, 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 [Wisconsin]

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

EXHIBIT A

Legal Description of Parcel

Lot 1 of Certified Survey Map No 9289, said map recorded on February 3 2021, in Certified Survey Maps, as Document No 11074675, being part of the Southwest 1/4 of the Northeast 1/4 of Section 7, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

Milwaukee County PIN 751-9001-000

EXHIBIT B

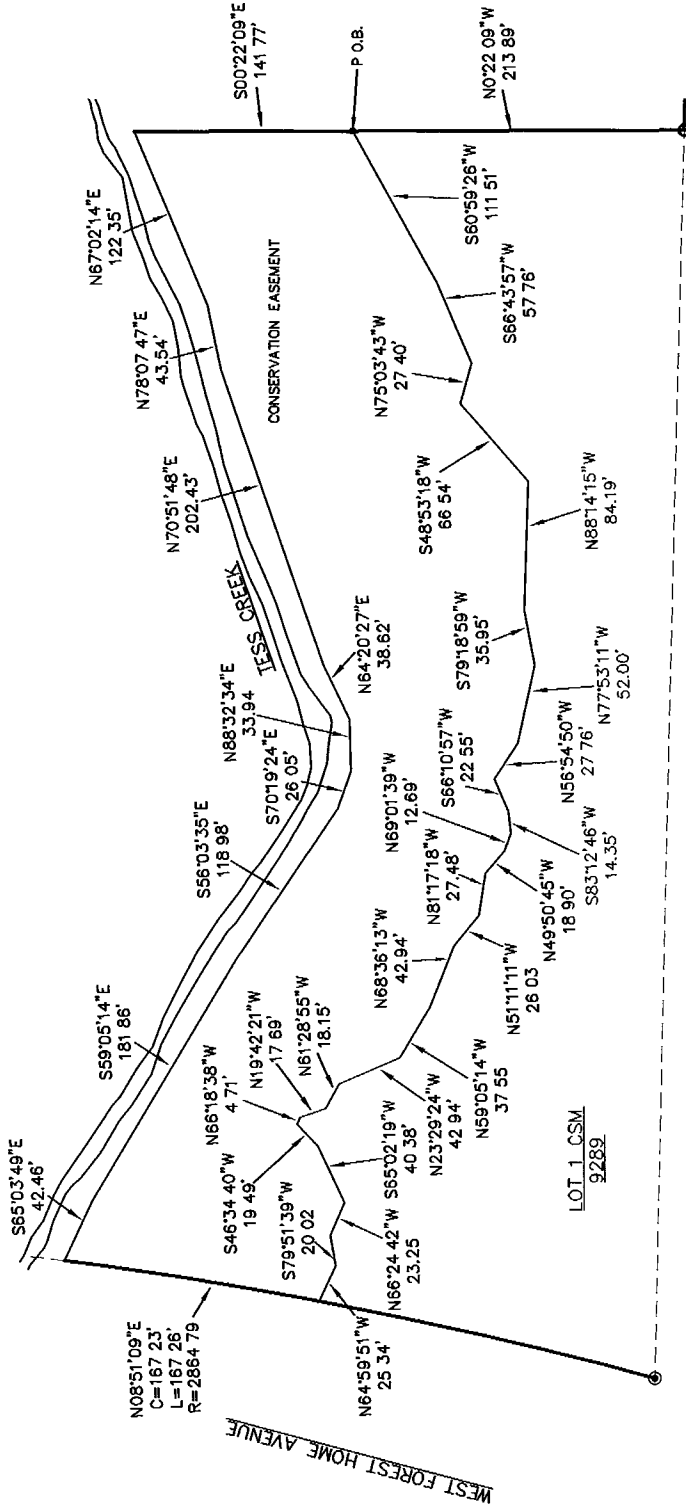
Depiction of Easement

[See attached]

# CITY OF FRANKLIN EXHIBIT "B"

## CONSERVATION EASEMENT DEPICTION OF EASEMENT AREA

BEING A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6508 AND LOT 1 OF CERTIFIED SURVEY MAP NO. 9289 LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



**CJ**  
engineering  
civil design and consulting  
9205 W. Center Street  
Suite 214  
Milwaukee, WI 53222  
PH: (414) 443-1312  
www.cj-engineering.com

GRAPHIC SCALE



1 inch = 120 ft

EXHIBIT C

Legal Description of Easement

[See attached]

# CITY OF FRANKLIN EXHIBIT "C"

## CONSERVATION EASEMENT DESCRIPTION OF EASEMENT AREA

BEING A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO 6508 AND LOT 1 OF CERTIFIED SURVEY MAP NO 9289 LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

EASEMENT DESCRIPTION  
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 CSM NO 9289, THENCE N 00°22'09" W 213.89 FEET TO THE POINT OF BEGINNING, THENCE S 60°59'26" W, 111.51 FEET, THENCE S 66°43'57" W, 57.76 FEET, THENCE N 75°03'43" W, 27.40 FEET, THENCE S 48°53'18" W, 66.54 FEET, THENCE N 88°14'15" W, 84.19 FEET, THENCE S 79°18'59" W, 35.95 FEET, THENCE N 77°53'11" W, 52.00 FEET, THENCE N 56°54'50" W, 27.76 FEET, THENCE S 66°10'57" W, 22.55 FEET, THENCE S 83°12'46" W, 14.35 FEET, THENCE N 69°01'39" W, 12.69 FEET, THENCE N 49°50'45" W, 18.90 FEET, THENCE N 81°17'18" W, 27.48 FEET, THENCE N 51°11'11" W, 26.03 FEET, THENCE N 68°36'13" W, 42.94 FEET, THENCE N 59°05'14" W, 37.55 FEET, THENCE N 23°29'24" W, 42.94 FEET, THENCE N 61°28'55" W, 18.15 FEET, THENCE N 19°42'21" W, 17.69 FEET, THENCE N 66°18'38" W, 4.71 FEET, THENCE S 46°34'40" W, 19.49 FEET, THENCE S 65°02'19" W, 40.38 FEET, THENCE N 66°24'42" W, 23.25 FEET, THENCE S 79°51'39" W, 20.02 FEET, THENCE N 64°59'51" W, 25.34 FEET, THENCE 167.26' ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST WHOSE RADIUS IS 2864.79, AND WHOSE CHORD BEARS N 08°51'09" E, 167.23 FEET, THENCE S 65°03'49" E, 42.46 FEET, THENCE N S 59°05'14" E, 181.86 FEET, THENCE S 56°03'35" E, 118.98 FEET, THENCE S 70°19'24" E, 26.05 FEET, THENCE N 88°32'34" E, 33.94 FEET, THENCE N 64°20'27" E, 38.62 FEET, THENCE N 70°51'48" E, 202.43 FEET, THENCE N 78°07'47" E, 43.54 FEET, THENCE N 67°02'14" E 122.35 FEET, THENCE S 00°22'09" E, 141.77 FEET TO THE POINT OF BEGINNING



Civil design and consulting  
9205 W. Center Street  
Suite 214  
Milwaukee WI 53222  
PH (414) 423 1312  
www.cj-engineering.com



<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>H</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">05/02/23</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A FINAL PLAT FOR THE TESS CREEK ESTATES SUBDIVISION UPON PROPERTY LOCATED AT 11595 AND 11600 WEST FOREST HOME AVENUE (FOREST HOME INVESTORS, LLC, PROPERTY OWNER)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.12.</p> <p style="text-align: center;">Ald. Dist. #6</p>

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

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

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2023-\_\_\_\_\_, authorizing certain officials to accept a landscape bufferyard easement for and as part of the approval of a final plat for the Tess Creek Estates subdivision upon property located at 11595 and 11600 West Forest Home Avenue (Forest Home Investors, LLC, property owner)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

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

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE  
BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A FINAL  
PLAT FOR THE TESS CREEK ESTATES SUBDIVISION UPON PROPERTY LOCATED  
AT 11595 AND 11600 WEST FOREST HOME AVENUE (FOREST HOME INVESTORS,  
LLC, PROPERTY OWNER)

---

WHEREAS, the Common Council having approved a Final Plat for the Tess Creek Estates subdivision upon the application of P. Kenneth Servi, Servi Investments, LLC, on March 7, 2023, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Landscape Bufferyard Easement; and

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

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

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

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Landscape Bufferyard Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
LANDSCAPE BUFFERYARD EASEMENT  
FOREST HOME INVESTORS, LLC  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 2

APPROVED:

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

ATTEST:

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

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

## LANDSCAPE BUFFERYARD EASEMENT

Tess Creek Estates

This Landscape Bufferyard Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Forest Home Investors, LLC, a Wisconsin limited liability company, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Landscape Bufferyard Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, at 11600 West Forest Home Avenue, Franklin, Wisconsin 53132, described in Exhibit A attached hereto and hereby made a part hereof, and

WHEREAS, the Grantor is required by Section 15-5 0102A of the City of Franklin Unified Development Ordinance to provide certain thirty (30) foot-wide planting strip adjacent to West Forest Home Avenue right-of-way, as described in Exhibit B and more particularly described in Exhibit C, attached hereto and hereby made a part hereof (protected property), and

WHEREAS, Forest Home Investors, LLC was the applicant for a proposed Final Plat as set forth in City of Franklin Resolution No 2023-7953, conditionally approving a Final Plat for Tess Creek Estates subdivision, and the Common Council adopted Resolution No 2023-7953, on March 7, 2023 Condition No 14 of Resolution No 2023-7953 thereof providing

The applicant shall submit a written conservation easement, landscape bufferyard easement, temporary turn around easement, storm drainage easement and stormwater management access easement for City staff review and Common Council approval These easements shall be recorded with the Milwaukee County Register of Deeds Office concurrently with recording of the Final Plat, and

WHEREAS, Grantee is a "holder", as contemplated by §700 40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62 23 and §236 45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas, and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the Landscape Bufferyard Easement on, over, and across the protected property, desire to reserve the area for the planting of trees and shrubs and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this Landscape Bufferyard Easement, and

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

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication does hereby grant and convey unto the Grantee a Landscape Bufferyard Easement in perpetuity on, over and across the protected property

Grantee's rights hereunder shall consist solely of the following

- 1 To establish and ensure the continuance of an area reserved for the planting of trees and shrubs for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining Tess Creek Estates by requiring this protected property to be open space in perpetuity, the protected property shall consist of natural existing vegetation and approved landscaping of trees, shrubs, fences, and/or berms, designed to provide a screen and buffer between Tess Creek Estates and West Forest Home Avenue right-of-way,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the



**Acceptance**

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

In witness whereof, the undersigned has executed and delivered this acceptance on April \_\_, 2023

CITY OF FRANKLIN

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

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

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF MILWAUKEE )

Personally came before me this \_\_\_\_\_ day of April, 2023, the above named John R. Nelson, Mayor and Karen L. Kastenson, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No \_\_\_\_\_, adopted by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

This instrument was drafted by the City of Franklin

Approved as to contents

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

\_\_\_\_\_  
Date

Approved as to form only

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

\_\_\_\_\_  
Date



**MORTGAGE HOLDER CONSENT**

The undersigned, (name of mortgagee), 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 [not applicable], hereby consents to the execution of the foregoing easement and its addition as an encumbrance 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

None

STATE OF WISCONSIN            )  
  )ss  
COUNTY OF MILWAUKEE        )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared name of officer of mortgagee, the (title of office, i.e. VP) of (name of mortgagee), 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 Wisconsin

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

## EXHIBIT A

### Legal Description of Property

Lot 1 of Certified Survey Map No 9289, said map recorded on February 3, 2021, in Certified Survey Maps, as Document No 11074675, being part of the Southwest 1/4 of the Northeast 1/4 of Section 7 Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

Milwaukee County PIN 751-9001-000

Parcel 1 of Certified Survey Map No 6508, recorded on April 28, 1998, in Reel 4296 of Certified Survey Maps, as image 1423-1426, recorded as Document No 7524165, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 7, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

Milwaukee County PIN 796-9987-001

**EXHIBIT B**

**Depiction of Landscape Bufferyard Easement**

**[See attached]**



EXHIBIT C

Legal Description of Landscape Bufferyard Easement

[See attached]

# CITY OF FRANKLIN

## EXHIBIT "C"

### LANDSCAPE EASEMENT DESCRIPTION OF EASEMENT AREA

BEING A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO 6508 AND LOT 1 OF CERTIFIED SURVEY MAP NO 9289  
LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF  
SECTION 7, TOWNSHIP 5 NORTH RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

#### EASEMENT DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 CSM 9289, THENCE 46 21 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2864 79 AND WHOSE CHORD BEARS N 14°30'35" E, 46 21 FEET TO THE POINT OF BEGINNING, THENCE 176 13 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2864 79, AND WHOSE CORD BEARS N 12°17'11" E, 176 10 FEET, THENCE S 64°59'51" E 25 34 FEET, THENCE N 79°51'39" E, 5 83 FEET THENCE 166 95 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2894 79, AND WHOSE CORD BEARS S 12°15'43" W, 166 93 FEET, THENCE N 88°37'15" W, 30 74 FEET TO THE POINT OF BEGINNING

ALONG WITH,

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 CSM 9289, THENCE 49 49 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2864 79, AND WHOSE CORD BEARS S 15°28'00" W, 49 49 FEET TO THE POINT OF BEGINNING, THENCE S 88°37'15" E, 30 99 FEET, THENCE 134 06 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2894 79, AND WHOSE CORD BEARS S 17°08'02" W, 134 04 FEET, THENCE S 00°41'47" E, 82 01 FEET, THENCE N 88°37'19" W, 30 02 FEET, THENCE N 00°41'47" W, 86 00 FEET, THENCE 130 00 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2864 79, AND WHOSE CORD BEARS N 17°15'42" E, 129 98 FEET TO THE POINT OF BEGINNING



<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">✱</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>5/2/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorization of Payment to Accelerate Professional Talent Solutions for the Contracting Fee regarding the filling of a Planning Manager position</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><b>G.13.</b></p>

At the 4/18/23 Council meeting staff requested a motion to confirm a Planning Manager candidate and to authorize payment of the consulting fee to Accelerate Professional Talent Solutions for their placement fee. The motion was made and approved to confirm Laurie Miller as our new Planning Manager, however, the authorization to pay the required placement fee was not included in the motion.

Ms. Miller's resume was received thru Accelerate Professional Services, and thus we will need to pay a hiring fee of 25%, or \$23,750. There is available funding in the department budget due to the position having been vacant all of 2023.

**COUNCIL ACTION REQUESTED**

Motion to authorize payment to Accelerate Professional Talent Solutions for their contracting fee.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">✍</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">5-2-2023</p>
<p style="text-align: center;">Reports and Recommendations</p>	<p style="text-align: center;"><b>Designation of Official Newspaper</b></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.14</p>

Each year the Council must designate the official newspaper for the City of Franklin in which the City publishes its official notices. Pursuant to Chapter 61, Franklin Municipal Code and Wis. Stat § 985.03, bids were solicited and the one bid received was opened April 27, 2023.

Attached for your review is the bid received, which is from NOW Media Group (South Now).

**COUNCIL ACTION REQUESTED**

Motion adopting Resolution No. 2023-\_\_\_\_\_ resolution designating an official newspaper.



## Invitation for Bid – 2023

April 10, 2023

City of Franklin  
City Clerk- Karen Kastenson  
9229 W Loomis Rd  
Franklin, WI, 53132

The below information is the state certified information for the NOW Newspapers South NOW newspaper for legal advertising.

Name of Type: Arial Classified  
Type size: 6

Indicate Line Rates:	1 <sup>st</sup> Insertion	Subsequent Insertion	Column Width (pica)
1 column	\$1.1006	\$.8695	9.17

Display Rates, per column inch:  
1<sup>st</sup> Insertion: \$13.20  
Subsequent Insertion: \$10.43

Paid Newspaper Subscriptions to be circulated in this geographic area: 14,137

Affidavit Cost: \$1.00  
Affidavits shall be mailed within 10 days of publication.

Dates of Publication: Every Wednesday

Vendor: South NOW

Authorized Signature: /s/ Tara Hamm

Print Name & Title: Tara Hamm, Director- Public Notices  
thamm@gannett.com

Address: PO Box 23430, Green Bay WI 54305

Telephone: 414-224-2121                      Fax: 877-943-0443

Email: MJS-Legal@gannett.com

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

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

A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER

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WHEREAS, The Wisconsin State Statutes, Chapter 985 provide that the City of Franklin name an official newspaper to publish their legal notices; and

WHEREAS, bids have been solicited pursuant to Section 61, Franklin Municipal Code.

NOW, THEREFORE, BE IT RESOLVED that NOW Media Group (NOW) is hereby designated as the official newspaper of the City of Franklin for one (1) year commencing May 1, 2023 and ending April 30, 2024.

BE IT FURTHER RESOLVED that the price of publication shall not exceed the legal rate for like work.

Introduced at a regular meeting of the Common Council of the City of Franklin on the 2nd day of May, 2023 by Alderman \_\_\_\_\_.

Passed and adopted by the Common Council on the 2nd day of May, 2023.

APPROVED:

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

ATTEST:

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

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

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">JK</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Approval of Event Service Agreement with Service Sanitation for 2023 St. Martins Fair Portable Restroom/Handwash Facilities</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.15.</p>

Service Sanitation has provided the required facilities in the past, along with cleaning services between the two days of the Fair. Attached is the Event Service Agreement in the amount of \$16,854. Funds are available in the St. Martins Fair Fund.

The Department of Public Works Superintendent and Director of Clerk Services/City Clerk recommend approval of the Service Sanitation Event Service Agreement, subject to review by the City Attorney.

**COUNCIL ACTION REQUESTED**

Motion 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.

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

This AGREEMENT, made and entered into this 21<sup>st</sup> day of April, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Service Sanitation of Wisconsin, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 135 Blaine Street, Gary Indiana 46406.

**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 portable restroom facilities use services for the St. Martins Fair over and through the Labor Day weekend and Labor Day.

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

**I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

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

**II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$16,332.00, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$16,854.00. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

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

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

### **IV. ASSISTANCE AND CONTROL**

- A. Shirley Roberts, Deputy City Clerk, 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, Becky Wilson, Account Manager, CONTRACTOR's Project Manager and other key providers

of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

## V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

## VI. INSURANCE

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

A. Limit of General/Commercial Liability	\$2,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$3,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$5,000,000
D. Worker's Compensation and Employers' Liability (per Statute)	\$500,000

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 for General Liability.

## VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors,

partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

## **VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of September 3, 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

SERVICE SANITATION WISCONSIN, INC.

BY: \_\_\_\_\_

BY: Becky Wilson

PRINT NAME: John R. Nelson

PRINT NAME: Becky Wilson

TITLE: Mayor

TITLE: Account Manager

DATE: \_\_\_\_\_

DATE: 4/21/2023

BY: \_\_\_\_\_

PRINT NAME:

TITLE: Director of Finance and Treasurer

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Karen L. Kastenson

TITLE: City Clerk

DATE: \_\_\_\_\_

Approved as to form.

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

DATE: \_\_\_\_\_

**Attachment A**  
**(is annexed hereto)**





**EVENT SERVICE AGREEMENT**

**Billing Address**  
 CITY OF FRANKLIN  
 9229 W LOOMIS RD  
 FRANKLIN, WI 53132

**Service Address**  
 ST MARTINS FAIR  
 ALONG W ST MARTINS RD  
 FRANKLIN, WI 53132

**Customer #:** 58 - 1272  
**Contact Name:** SHIRLEY ROBERTS  
**Phone:** (414) 425-7500

Qty:	Restroom Services	Rate:	Total:
------	-------------------	-------	--------

**Thursday, August 31, 2023** Work Order # 8556309

130 DEL EVENT BASIC PORT REST  
 9 DEL EVENT HANDICAP REST  
 20 DEL EVENT HANDWASH  
 9 DEL 4-STATION HS STAND  
 > START DELIVERY THURSDAY  
 (CAN FINISH UP BY SATURDAY AS  
 THE EVENT OPENS SUNDAY)  
 \*\* CALL CONTACT ON THE WAY \*\*  
 CONTACT KEVIN 414 659 2719  
 CONTACT WILL DIRECT PLACEMENT  
 OF ALL EQUIPMENT  
 \*\*\* PLACEMENT MAP PENDING \*\*\*

**Friday, September 1, 2023** Work Order # 8556308

\*\* TOTAL EVENT BILLING \*\*

130	DEL EVENT BASIC PORT REST	\$77 00	\$10,010 00
9	DEL EVENT HANDICAP REST	\$139 00	\$1,251 00
20	DEL EVENT HANDWASH	\$77 00	\$1,540 00
9	DEL 4-STATION HS STAND	\$77 00	\$693 00
168	EXTRA SERVICE MONDAY	\$20.00	\$3,360 00

Qty: Restroom Services

Rate:

Total:

Monday, September 4, 2023

Work Order # 8556310

130 EVENT BASIC REST XTRA SVC  
 9 EVENT HANDICAP EXTRA SVC  
 20 EVENT HANDWASH EXTRA SVC  
 9 EX SVC 4-STATION HS STAND  
 \*\*\* SERVICE BY 6AM PLEASE \*\*\*  
 START SERVICING @ LOCATION 10  
 AND MOVE DOWN (9,8,7, ETC) FROM  
 THERE - MAIN EVENT STARTS @ 6AM  
 > MAP PENDING <  
 \* THERE ARE GOING TO BE  
 CONCRETE BARRIERS IN PLACE  
 BUT YOU CAN DRIVE THROUGH  
 JUST ZIG ZAG THROUGH CAREFULLY \*

Tuesday, September 5, 2023

Work Order # 8556311

130 RET EVENT BASIC RESTROOM  
 9 RET EVENT HANDICAP REST  
 20 RET EVENT HANDWASH  
 9 RET HAND SANI STAND  
 \*\* PICKUP TUESDAY PLEASE \*\*  
 > MAP PENDING <

**Total For Event: \$16,854.00**

Plus Applicable Sales Tax

Terms:

**NET 30**

Customer #:

**58 - 1272**

This Service Agreement is subject to Service Sanitation's Terms and Conditions which are fully incorporated herein.

## 1. ACCEPTANCE:

Customer shall be deemed to have accepted these terms and conditions upon oral acknowledgment, signature, or other conduct indicating acceptance. Customer hereby acknowledges and agrees that these Terms and Conditions shall apply to all sites and all orders placed by the Customer at any time. Customer's consent and agreement to these Terms and Conditions may not be withdrawn or revoked except upon written notice to Service Sanitation, Inc. (Company) at least thirty (30) days before the effective date of such revocation and such revocation of Customer's agreement to these Terms and Conditions shall only apply to future orders. These terms and conditions shall supersede any inconsistent terms of any purchase order or Customer documents.

## 2. COMPANY OBLIGATIONS:

The obligations of COMPANY shall include

- a. Supply the sanitation equipment ( Equipment ) listed in service agreement ( 'Service Agreement' ) and provide the type of service plan stated within Service Agreement. The delivery dates are approximate and the Company shall have no liability for any failure or delay in making delivery or for failure to give notice of any such failure.
- b. Provide additional Equipment and service as requested by the Customer at Company's customary rates. Service schedule shall be determined by Company and is subject to change
- c. Maintain Equipment in good working order under ordinary use. Company shall not be responsible for failure to render such maintenance due to causes beyond reasonable control of the Company.

## 3. CUSTOMER'S OBLIGATIONS:

The obligations of the CUSTOMER shall include

- a. Remit amounts due as indicated on Service Agreement and all subsequent amounts due, not later than the terms indicated on associated invoices. Routed service pricing is subject to change without prior notice. Customer is responsible for all taxes, however designated, arising out of the provisions of services under this agreement, including without limitations sales, use, transfer privilege, excise or other tax or duty
- b. Retain absolute and sole control, possession and custody of Equipment and return such Equipment to Company at end of the service period
- c. Acknowledge that Company has no control over use of the Equipment by Customer. Customer should make no use of the Equipment for other than sanitation purposes. While Equipment is in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials. In the event that such waste is found in the Equipment, Customer shall arrange and pay for separate removal of such waste.
- d. Customer agrees to comply, at Customer's expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines.

## 4. LOCATION OF EQUIPMENT:

- a. Customer is responsible to exercise due diligence and care in the selection of the location designated for Equipment and to supervise the placement of such Equipment. Customer is responsible for any damages that accrue therefrom
- b. Requests to relocate Equipment will be fulfilled by Company. Additional charges may apply. Company is not liable for damages associated with relocation of Equipment by Customer. In all cases, Customer is required to notify Company in advance of Equipment relocation
- c. Customer is responsible for ensuring Equipment is available or accessible for servicing or maintenance at ground level without hazard to Company's agents, employees or Equipment. If Company is unable to service units due to Customer's failure to make them accessible, Customer is responsible for any damages that accrue therefrom. Customer will be charged for a service rate in addition to any extra service call resulting thereof

## 5. POWER & WATER SOURCES FOR RESTROOM TRAILERS/WATER SYSTEMS :

With regard to restroom trailer or Pro-Flush water system service, Customer shall provide appropriate power and/or water source as indicated on Service Agreement at service site in advance of delivery. Customer is responsible for maintaining the availability of power and water resources and monitoring such throughout the duration of the service period. Failure to provide and maintain resources may result in additional time and materials charges, delayed delivery and/or subsequent damages, for which Customer accepts full responsibility.

## 6. LIMIT OF SERVICE SANITATION'S LIABILITY:

Service Sanitation's aggregate liability under this agreement shall not exceed the amounts paid to Service Sanitation in connection with agreement

INITIAL:

## 7. DAMAGED OR LOST EQUIPMENT

- a. Customer acknowledges that he has had an opportunity to personally inspect the sanitation Equipment finds it suitable for his needs and in good condition, and that he understands its proper use.
- b. Customer must notify the Company immediately and discontinue use of the Equipment if the units become unsafe or in disrepair for any reason. Company is not responsible for any incidental or consequential damages caused by delays or otherwise.
- c. No alterations to Equipment permitted unless approved by Company in writing
- d. Customer agrees to pay for any damage to or loss of the goods, as an insurer regardless of the cause except reasonable wear and tear, while Equipment is out of the possession of the Company. The cost of the repairs will be borne by the Customer, whether performed by the Company or at the Company's option by others. Equipment damaged beyond repair will be invoiced at replacement cost. Customer agrees to accept Company's decision regarding reparability

## 8. WARRANTIES:

THERE ARE NO WARRANTIES OF MERCHANTABILITY, OR FITNESS, EITHER EXPRESSED OR IMPLIED. There is no warranty that the Equipment is suited for Customer's use, or that it is free from defects.

## 9. HOLD HARMLESS:

Customer agrees to assume the risks associated with use of Company Equipment and services. Customer further agrees to hold Company harmless for any and all claims or lawsuits associated with service or Equipment, including claims against Customer by a third party. Company shall not be liable for any property damage, personal injury, loss of profits, interruptions of business, out-of-pocket expenses or any direct, indirect, special, consequential, punitive, exemplary, or incidental damage, however caused, whether based on contract, tort, strict liability, warranty, or any other basis arising out of or connected with this agreement, or the use of any service furnished hereunder

## 10. INDEMNITY:

Customer agrees to indemnify and reimburse Company for any and all claims, damages, or liabilities of any kind arising out of the use of the Equipment by Customer, Customer's agents, or any third party, including claims, damages, or liabilities arising from Company's negligence and Customer further agrees to indemnify and reimburse Company for any and all claims, damages, or liabilities arising out of any breach of this contract by Customer

## 11. DURATION AND CANCELLATION:

No pro-rata adjustment is made for partial use. Unless agreed upon in writing or unless specific retrieval date is listed on the Service Agreement, the minimum billing period is 4 weeks. A delivery must be cancelled in writing at least 24 hours in advance to avoid a cancellation fee. Deliveries cancelled with less than 24 hour notice and deliveries cancelled on arrival will be charged full amount listed on service agreement. Deposits remitted for restroom trailers will be forfeited unless written notification of cancellation is provided 30 days prior to delivery date

## 12. LATE PAYMENT / COLLECTION COSTS:

All charges are payable in full with no privilege to pay in installments. Past due amounts are subject to 18% APR. Customer is also obligated to reimburse Company for all costs/expenses incurred in the collection of fees for service, including without limitation, collection, attorneys' fees and court costs

## 13. DEFAULT:

If the Customer fails to pay any service payment or other charge due, perform any of its other obligations, Company, without notice, shall have the right to terminate the agreement immediately to take possession of any or all of its property without any legal process to enter Customer's premises to take such possession or pursue any other remedy at law or equity. All such remedies shall be cumulative and may be exercised concurrently.

## 14. NONWAIVER & SEVERABILITY:

No provision of this contract can be waived except by the written consent of Company. Failure by Company to enforce any provision shall not constitute waiver of provision. The provisions of this agreement shall be severable so that invalidity, unenforceability or waiver of any provision(s) shall not affect remaining provisions

## 15. GOVERNING LAW:

This agreement shall be governed by the laws of the State of Illinois.

## WHAT IS A DAMAGE WAIVER?

The damage waiver was designed to provide extra financial protection and peace of mind in the event of accidental damage to our equipment during a typical rental period. The damage waiver also protects renters from vandalism, graffiti or complete unit destruction.

## HOW DOES IT WORK?

In an effort to protect you, the damage waiver will be added to all new routed orders. Special event customers will also be given the option to add the damage waiver by selecting "I accept" below. Customers choosing to opt-out of the damage waiver must select "I do not accept" below.

## DAMAGE WAIVER TERMS:

- a. Unless damage waiver provision is declined, Company agrees, in consideration of an additional charge, to modify responsibilities of the Customer detailed in paragraph 7 regarding Equipment damaged, destroyed, lost or stolen while in the Customer's possession or control. In consideration of damage waiver fee and unit replacement schedule listed below, Customer is responsible for a portion unit replacement cost in case of damage to, destruction of, or theft of the units with the exception of damage or loss due to Customer's neglect or misuse. Damage waiver fees are assessed as a one-time charge for events and as a recurring charge per billing period for routed Equipment.

### FEES

Unit Type	Basic	Standard	Deluxe	Handicap	ADA	Handwash	Sani-Stand
WAIVER FEE (PER UNIT)	\$10	\$20	\$20	\$20	\$20	\$20	\$10
DISCOUNTED REPLACEMENT	\$150	\$200	\$200	\$200	\$250	\$150	\$100
TOTAL REPLACEMENT	\$650	\$850	\$1,400	\$1,500	\$1,800	\$800	\$300

- b. Damage waiver provision is not available on Pro-Flush water systems or restroom trailers.
- c. In order for damage waiver to be effective and as a condition thereto, Customer agrees that he/she shall report all loss and/or damage to the police department, obtain a copy of the police report issued and deliver such report to Company within 14 days of the date of loss or damage.
- d. Notwithstanding the foregoing, Customer agrees that this damage waiver provision shall not relieve Customer of its obligation to obtain and maintain public liability insurance.

Please select ONE of the following options:

I ACCEPT the Damage Waiver

I DECLINE the Damage Waiver

**I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF ACCEPTING ON BEHALF OF AN ORGANIZATION, I CERTIFY THAT I AM AN AUTHORIZED SIGNATORY FOR SAID COMPANY.**

Signature \_\_\_\_\_

First Name: \_\_\_\_\_ LastName: \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2023

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

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

<b>PRODUCER</b> RBN & Associates, Inc 303 E Wacker Dr Ste 650 Chicago IL 60601	<b>CONTACT NAME</b> Telisa Gibson	
	<b>PHONE (A/C, No, Ext)</b> 312-856-9400	<b>FAX (A/C, No)</b> 312-856-9425
<b>E-MAIL ADDRESS</b> tgibson@rbninsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Service Sanitation, Inc 135 Blaine Street Gary IN 46406	<b>HOMEDIS-01</b>	<b>INSURER A</b> Nautilus Insurance Company 17370
		<b>INSURER B</b> Hartford Fire Insurance Co 19682
		<b>INSURER C</b> Trumbull Insurance Company 27120
		<b>INSURER D</b> NATIONAL FIRE & MARINE INS CO 20079
		<b>INSURER E</b>
		<b>INSURER F</b>

**COVERAGES**

CERTIFICATE NUMBER: 194541411

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		GSP2019193-16	9/1/2022	9/1/2023	EACH OCCURRENCE	\$ 2 000 000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10 000
							PERSONAL & ADV INJURY	\$ 2 000 000
							GENERAL AGGREGATE	\$ 2 000 000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			83CSES11201	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000 000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			42-UMO-308648-04	9/1/2022	9/1/2023	EACH OCCURRENCE	\$ 5 000,000
							AGGREGATE	\$ 5 000 000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WNS11203	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E L EACH ACCIDENT	\$ 1 000 000
							E L DISEASE - EA EMPLOYEE	\$ 1 000 000
							E L DISEASE - POLICY LIMIT	\$ 1,000 000
A	Pollution Liab.			GSP2019193-16	9/1/2022	9/1/2023	Limit	2 000 000

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

RE St Martins Fair August 31st-Sept 5th, 2023

City of Franklin, is listed as additional insured with respect to the General Liability as required by written contract or agreement 30 Days Notice of Cancellation

Internal Use only Customer #58-1272

**CERTIFICATE HOLDER****CANCELLATION**
 City of Franklin  
 9229 W 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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AGENCY CUSTOMER ID: HOMEDIS-01

ALEE

LOC #: 1

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY <b>RBN Insurance Services</b>		NAMED INSURED <b>Homewood Disposal Service, Inc</b> 1501 175th St Homewood, IL 60430	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**NAMED INSURED INCLUDES:**  
Homewood Disposal Services; DBA: Star Disposal; Star Investments; Star Disposal of Indiana; Kankakee/A&J Disposal; Kankakee Sanitary; Action Industries; A&J Disposal; At Your Disposal; Nu Way Disposal Inc.; Tinley Park Disposal; Heartland Disposal of Illinois, and Illinois Central Disposal.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 2, 2023
Reports & Recommendations  ✱	<b>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 to W. Rawson Avenue (CTH BB) in the amount of \$307,500</b>	ITEM NO. Ald. Dist. 2 & 6  G.16.

**BACKGROUND**

Wisconsin Department of Transportation (WISDOT) is planning a project on S. Lovers Lane (USH 45 / STH 100) from W. St. Martins Road to W. Rawson Avenue (CTH BB). Construction could be bid as early as May 2026, however construction is anticipated in 2027. WISDOT is progressing on the design and has a State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement ready for execution.

**ANALYSIS**

This project will include sidewalk (multi-use pathway) that the City of Franklin will need to reimburse at 50% cost. There is also a crosswalk and flashing beacon system planned at the monastery that the City will need to reimburse at 100%. The total cost to the City of Franklin is expected to be \$307,500.

This project would complete a missing link in the pathway to be constructed on USH 45 / STH 100 from S. 60<sup>th</sup> Street and continued north to W. College Avenue. These costs are eligible for Park Impact Funds.

The attached agreements commit Franklin to pay for and maintain participating elements in their project.

**OPTIONS**

Execute agreements or change mind on extension of the pathway.

**FISCAL NOTE**

This \$307,500 commitment will be added to the Fund 46 Capital Improvement Plan for 2026.

**RECOMMENDATION**

Motion to adopt Resolution 2023-\_\_\_\_\_ 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 to W. Rawson Avenue (CTH BB) in the amount of \$307,500.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

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

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 TO W. RAWSON AVENUE (CTH BB) IN THE AMOUNT OF \$307,500

WHEREAS, Wisconsin Department of Transportation is designing a transportation project for S. Lovers Lane (USH 45 / STH 100) from W. St. Martins Road to W. Rawson Avenue (CTH BB) circa 2026-2027; and

WHEREAS, the City of Franklin desires amenities to be added for the benefit of a multi-use pathway; and

WHEREAS, the City of Franklin will maintain these facilities once constructed by WisDOT.

NOW, THEREFORE, BE IT RESOLVED, The City of Franklin will enter into a State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement with the Wisconsin Department of Transportation for the partial payment and full maintenance of these City facilities located within the State right-of-way.

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 \_\_\_\_\_



**STATE/MUNICIPAL FINANCIAL  
AGREEMENT FOR A STATE-LET  
HIGHWAY PROJECT**

Date: February 24, 2023  
 I.D 2040-21-00/70  
 Road Name: USH 45  
 Title C FRANKLIN, LOVERS LANE ROAD  
 Limits: ST MARTINS RD TO RAWSON AV (CTH BB)  
 County Milwaukee  
 Roadway Length. 1.57 miles

The signatory **City of Franklin**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes

**NEEDS AND ESTIMATE SUMMARY**

**Existing Facility - Describe and give reason for request** Improvement

**Proposed Improvement - Nature of work:** As determined by project scoping

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering Plan Development	\$ 510,000	\$ 510,000	100%	\$ -	0%
<sup>1</sup> Construction					
Roadway	\$ 5,400,000	\$ 5,400,000	100%	\$ -	
New Sidewalk	\$ 485,000	\$ 242,500	50%	\$ 242,500	50%
Non-Participating	\$ 65,000	\$ -		\$ 65,000	100%
<b>Total Cost Distribution</b>	<b>\$ 6,460,000</b>	<b>\$ 6,152,500</b>		<b>\$ 307,500</b>	

<sup>1</sup> Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State, is subject to the terms and conditions that follow (pages 2 – 4), is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement

Signed for and in behalf of the <b>City of Franklin</b> (please sign in blue ink)	
Name (print)    John R Nelson	Title    Mayor
Signature	Date
Name (print)    Karen L Kastenson	Title    City Clerk
Signature	Date
Provisions have been made to pay the liability that will accrue under this contract	
Name (print)    Tom Bakalarski	Title    Interim Comptroller and Treasurer
Signature	Date
Approved as to form and execution	
Name (print)    Jesse A Wesolowski	Title    City Attorney
Signature	Date
Signed for and in behalf of the <b>State</b> (please sign in blue ink)	
Name    Tony Barth	Title    WisDOT SE Region Planning Chief
Signature	Date

**TERMS AND CONDITIONS:**

- 1 The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
- 2 Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs
  - (a) Design engineering and state review services
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project
  - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas

- (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - (i) Replacement of existing driveways, in kind, necessitated by the project
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
- 3 Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items.
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
  - (f) Parking lane costs.
  - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations
- 4 As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs
- 5 If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
- 6 The work will be administered by the State and may include items not eligible for federal/state participation.
- 7 The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project
- 8 Basis for local participation:
- (a) Funding for preliminary engineering 100% State

- (b) Funding for construction of standard roadway items – 100% State.
- (c) Funding for new sidewalk, 50% State 50% Municipality. The Municipality agrees to maintain the multi-use path.
- (d) Funding for non-participating items including ladder crosswalk marking and flashing beacon systems  
100% Municipality

Comments and Clarification This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



**STATE/MUNICIPAL FINANCIAL  
AGREEMENT FOR A STATE- LET  
HIGHWAY PROJECT**

Date: February 24, 2023  
 I D. 2040-21-00/70  
 Road Name: USH 45  
 Title: C FRANKLIN, LOVERS LANE ROAD  
 Limits: ST MARTINS RD TO RAWSON AV (CTH BB)  
 County: Milwaukee  
 Roadway Length: 1.57 miles

The signatory **City of Franklin**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes

**NEEDS AND ESTIMATE SUMMARY**

**Existing Facility - Describe and give reason for request** Improvement

**Proposed Improvement - Nature of work** As determined by project scoping

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality** A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan)

**TABLE 1: SUMMARY OF COSTS**

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<b>Total Cost Distribution</b>	<b>\$ 6,460,000</b>	<b>\$ 6,152,500</b>		<b>\$ 307,500</b>	

<sup>1</sup> Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State, is subject to the terms and conditions that follow (pages 2 – 4), is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.



Signed for and in behalf of the <b>City of Franklin</b> (please sign in blue ink)	
Name (print)    John R. Nelson	Title    Mayor
Signature	Date
Name (print)    Karen L. Kastenson	Title    City Clerk
Signature	Date
Provisions have been made to pay the liability that will accrue under this contract	
Name (print)    Tom Bakalarski	Title: Interim Comptroller and Treasurer
Signature	Date
Approved as to form and execution	
Name (print)    Jesse A Wesolowski	Title    City Attorney
Signature	Date
Signed for and in behalf of the <b>State</b> (please sign in blue ink)	
Name    Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date


**TERMS AND CONDITIONS:**

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas

- (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
- 3 Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
  - (f) Parking lane costs
  - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
- 4 As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
- 5 If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
- 6 The work will be administered by the State and may include items not eligible for federal/state participation.
- 7 The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- 8 Basis for local participation
- (a) Funding for preliminary engineering 100% State

- (b) Funding for construction of standard roadway items – 100% State.
- (c) Funding for new sidewalk, 50% State 50% Municipality. The Municipality agrees to maintain the multi-use path.
- (d) Funding for non-participating items including ladder crosswalk marking and flashing beacon systems 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 2, 2023
Reports & Recommendations  	A 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	<b>ITEM NO.</b> Ald. Dist. 6  G.17.

**BACKGROUND**

Wisconsin Department of Transportation (WISDOT) is constructing a project on S. Lovers Lane (USH 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue starting in 2024. A State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement for improvements for the improvements was approved on October 5, 2021.

**ANALYSIS**

Since October 2021, design has progressed and Staff has determined that it is more economical to include various utility adjustments in the WisDOT project using the WisDOT contractors. The City Sewer and Water Utilities will include this cost in their respective 2024 budgets.

The attached agreement is a revision to the financial agreement approved in 2021. It will supersede the agreement signed by the State on February 4, 2022.

**OPTIONS**

Execute agreements as previously requested.

**FISCAL NOTE**

The estimate for the lighting has increased from the previously proposed cost of \$183,330 to \$221,756 in the Street Improvement Fund (Fund 47). The utility adjustments account for \$262,000 and Staff is still reviewing the estimate for a breakdown of the Water (Fund 65) and Sewer Utility (Fund 61). This breakdown will be clear when the 2024 budget is prepared. The total financial commitment is now \$483,756.

**RECOMMENDATION**

Motion to adopt Resolution 2023-\_\_\_\_\_ a 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.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

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

A 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

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WHEREAS, Wisconsin Department of Transportation is constructing a project on S. Lovers Lane (USH 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue starting in 2024; and

WHEREAS, a State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement for improvements for the improvements was approved on October 5, 2021; and

WHEREAS, it was found economical to include City of Franklin water and sewer utility adjustments in the State project to be performed by State contractors.

NOW, THEREFORE, BE IT RESOLVED, The City of Franklin will enter into a new State/Municipal Financial Agreement for \$483,756 to supersede previous agreement.

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 \_\_\_\_\_



**3<sup>rd</sup> Revision**  
**STATE/MUNICIPAL FINANCIAL**  
**AGREEMENT FOR A STATE- LET**  
**HIGHWAY PROJECT**

*This agreement supersedes the agreement signed by the Municipality on January 18, 25 & 27, 2022 and signed by the State on February 4, 2022*

Revised Date March 21, 2023  
Date December 23, 2021  
I D 2040-14-00/20/70  
Road Name USH 45/STH 100  
Title Lovers Lane  
Limits Rawson Avenue to College Avenue  
County Milwaukee  
Roadway Length 1 0 Miles

The signatory **City of Franklin**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** Improvement

**Proposed Improvement - Nature of work:** As determined by project scoping.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** Sanitary sewer manhole adjustments, hydrant relocations, watermain work. A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Est. Cost		Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering Plan Development	\$ 2,200,000		\$ 2,200,000	100%	\$ -	0%
Real Estate Acquisition Acquisition	\$ 3,900,000		\$ 3,900,000	100%	\$ -	0%
Compensable Utilities	\$ -		\$ -	0%	\$ -	100%
Construction						
Participating	\$ -		\$ -	100%	\$ -	0%
New Sidewalk	\$ 400,000		\$ 400,000	100%	\$ -	0%
<sup>2,3</sup> Colored/Stamped concrete	\$ 92,000		\$ 150,000	MAX	\$ -	BAL
<sup>2,3</sup> New lighting with CSS	\$ 550,500	standard	\$ 221,756	50%/LS	\$ 221,756	50%/BAL
	\$ -	decorative	\$ 221,500	MAX		BAL
Non-Participating	\$ 262,000		\$ -	0%	\$ 262,000	100%

**Total Cost Distribution**      \$      **7,404,500**                      \$      **7,093,256**                      \$      **483,756**

- 1 Estimates include construction engineering
- 2 CSS is included in this project because the original agreement for this project, which included a commitment to CSS was signed on May 21, 2015 This CSS commitment was made prior to the enactment of Act 55 on July 14, 2015 which limited the use of CSS on improvement projects Because the CSS commitment preceded the enactment of Act 55, CSS costs are allowed on this project
- 3 CSS funds to be applied to colored/stamped concrete and decorative lighting up to the maximum of \$371,500

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [5]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.



Signed for and in behalf of the <b>City of Franklin</b> (please sign in blue ink)	
Name (print)    John R. Nelson	Title    Mayor
Signature	Date
Name (print)    Karen L. Kastenson	Title    City Clerk
Signature	Date
Provisions have been made to pay the liability that will accrue under this contract	
Name (print)    Tom Bakalarsk	Title    Interim Comptroller and Treasurer
Signature	Date
Approved as to form and execution	
Name (print)    Jesse A. Wesolowski	Title    City Attorney
Signature	Date
Signed for and in behalf of the <b>State</b> (please sign in blue ink)	
Name    Tony Barth	Title    WisDOT SE Region Planning Chief
Signature	Date

**TERMS AND CONDITIONS:**

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.

- (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - (i) Replacement of existing driveways, in kind, necessitated by the project
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
- 3 Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
  - (f) Parking lane costs.
  - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
- 4 As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
- 5 If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
- 6 The work will be administered by the State and may include items not eligible for federal/state participation.
- 7 The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8 Basis for local participation:

- (a) Funding for preliminary engineering for a connecting highway 100% State
- (b) Funding for real estate required for standard roadway construction, 100% State
- (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
- (d) Funding for construction of standard roadway items – 100% State.
- (e) Funding for sidewalks on NHS route is funded 100% State.
- (f) Funding for lighting, 50% State, 50% Municipality.
- (g) Funding for Community Sensitive Solutions (CSS) – 100% State, maximum amount \$371,500. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the project limits. CSS funds will be used for decorative lighting and colored/stamped concrete. CSS maximum approved with previously signed SMA on May 21, 2015.
- (h) Funding for non-participating items 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">✍</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>May 2, 2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #754-9008-000</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><b>G.18. Ald. Dist. 2</b></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. 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 #754-9008-000 / Velo Village Apartments LLC / 7250 Ballpark Dr S- \$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 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 #754-9008-000; 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 #754-9008-000

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  
7250 Ballpark Drive  
Franklin, Wisconsin 53132  
(Parcel #754-9008-000)

\$15,974.00

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 \$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 \_\_\_\_\_.

APPROVED:

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

ATTEST:

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

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

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">✕</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">May 2, 2023</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">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</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.19.</p>

Annexed hereto is a copy of the above. Considering, in addition to previous reviews of and amendments to the subject policy, ongoing comments in relation to the policy, the introductory Whereas provision in the Resolution states that review, consideration and evaluation of the City of Franklin Code of Conduct and Ethics Elected and Appointed Officials policy by the Common Council is commencing.

**COUNCIL ACTION REQUESTED**

A motion to adopt 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.



STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

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

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

WHEREAS, the Common Council is commencing a review, consideration and evaluation process of the City of Franklin Code of Conduct and Ethics Elected and Appointed Officials policy; and

WHEREAS, the review, consideration and evaluation process will take some time, and in consideration thereof, a moratorium upon the application and enforcement of the Code of Conduct is reasonable and appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that a moratorium is hereby imposed upon the application and enforcement of the City of Franklin Code of Conduct and Ethics Elected and Appointed Officials policy.

BE IT FURTHER RESOLVED, that the moratorium does not apply to any complaint having been previously filed.

BE IT FINALLY RESOLVED, that the moratorium is in effect upon the adoption of this Resolution and shall remain in effect until the review, consideration and evaluation process has been completed.

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

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


APPROVED:

ATTEST:

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

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

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

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>5/2/2023</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Confirmation of the Appointment of Kelly Hersh as Director of Administration</b></p> <p style="text-align: center;"><b>The Common Council may enter closed session 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</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><b>G.20.</b></p>

Mayor Nelson requests confirmation of Kelly Hersh as the City of Franklin Director of Administration pending final completion of a background check (most is completed but we are missing a satisfactory reference check with her current employer), and a pre-employment drug screen, which will take place after approval of the Common Council.

The starting salary offered is \$128,000 (which is the 64.8 percentile of the range), along with all of the typical standard benefits granted to employees hired by the City with the following adjustments. Ms. Hersh will start at the 4-week vacation accrual level and will be allowed to use one week prior to the end of her probationary period. She will receive 40 hours of sick leave that can be used from the start of employment. She will receive 5 personal days per year (standard is 4 personal days until after 5 years of service).

Ms. Hersh's resume, the job description for this position, and the job posting are all attached for review.

### **COUNCIL ACTION REQUESTED**

The Common Council may enter closed session 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.

Motion 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 a pre-employment drug screen.

# KELLY HERSH

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## PROFESSIONAL SUMMARY

Highly skilled professional with 20 years of proven success working at Fortune 200 companies. I have managed multiple priorities while simultaneously demonstrating a passion for taking on added responsibilities to meet organization goals. I am known as a persuasive communicator who employs critical thinking skills to improve and strengthen interdepartmental relations. I have collaborated in starting two organizations, one to take necessary and immediate action for the good of my chosen hometown, Franklin. I also have a unique ability to work with and manage strong personality types toward a common goal.

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## PROVEN SKILLS

- Dynamic individual with exceptional leadership and people skills
- Relationship builder who creates a deeper network within the organization, using consistent, initiative-taking dialogue with multiple decision-makers
- Excellent written and verbal communicator with all levels of management as well as internal and external partners
- Collaborate interdepartmentally with business development managers in a partnership planning process to develop mutual performance goals, financial targets, and critical milestones while managing, supporting, and growing business relationships with existing accounts and developing strategies
- Manage multi-million-dollar proposal projects for nationally recognized companies; evaluate project needs; engage, coordinate, and delegate to subject matter experts; keep delegates on task to meet tight deadlines; provide revisions as appropriate; gather all project components; and produce cohesive and custom proposals, including coordination of executive signatures and delivery of the final proposed project as a remote employee and simultaneous management of multiple proposal projects overseeing various teams on-time, maximizing efficiencies
- Conduct quality control checks and reviews, author programs to ensure accuracy and compliance with requirements; create, present, and implement a previously nonexistent quality review training program for internal employee groups
- Successfully mentor employees, supervise and train new hires on best practices and proper protocols, update training materials, and decrease process gaps creating efficiencies in the implementation of company-wide processes
- Find inefficiencies within systems and create a streamline approach to everyday tasks; elevate and lead innovative strategies to improve internal and external experiences
- Lead effective upskilling, development, and coaching using tools to research and show root-cause solutions; work closely with the organization to show change management efforts and find customer impacts that translate into service improvements; engage with company philosophies and actively lead team meetings
- Co-develop business model and plan; create and file business articles of incorporation; register with applicable governmental agencies; author an operating agreement

- Negotiate contracts with vendors and employees, price services, conduct market analysis, produce schedules, recruit, and on-board new hires, conduct background checks and fingerprinting
- Research, evaluate, and recommend new benefit programs selecting cost-effective providers and comparable coverage levels and improvements; resolve issues and inquiries from plan participants about health and ancillary benefits and deductions while adhering to strict procedures to keep data and plan participant confidentiality

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## WORK HISTORY

### THE HARTFORD

**Feb 2007 to present**

**Client Consultant**

**Jan 2020 to present**

**National Accounts Presale Analyst**

**May 2012 to Jan 2020**

**Small Business Presale Analyst**

**Mar 2011 to Apr 2012**

**Service Consultant**

**Feb 2007 to Oct 2010**

### OJIBWE MOVING SERVICES

**Sep 2017 to May 2019**

**Co-Founder**

### NORTHWESTERN MUTUAL

**Sep 2003 to Jan 2007**

**Associate Employee Benefit Specialist**

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## EDUCATION

**University of Wisconsin - La Crosse, La Crosse, WI**

**Bachelor of Science, Communication Studies, Public Relations & Organizational Communication, 12/2000**

**Licensed Resident Intermediary Individual in Accident, Health & Life** for the state of Wisconsin, 2004; 2021

**Group Benefits Disability Specialist (GBDS) Designation, 2010**

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## CERTIFICATIONS

- Code of Ethics and Business Conduct Certification (annually from 2007-2023)
- Compliance with HIPAA and Protecting Personal Information (annually from 2007-2023)
- Compliance with Privacy and Information Protection (annually from 2007-2023)
- Data Privacy & Breach Response
- Preventing Bribery and Corruption

CITY OF FRANKLIN  
Job Description

**Job Title:** Director of Administration

**Department:** Administration

**Reports To:** Mayor

**Salary Level:** Management/Administrative/Supervisory Level XII

**FLSA Status:** Exempt

**Prepared By:** Dana Zahn, Human Resources Coordinator

**Prepared Date:** January 5, 2012

**Approved By:** Resolution 2012-6785

**Approved Date:** February 7, 2012

**Summary** Directs and coordinates administration of City of Franklin in accordance with policies and Ordinances as determined by the Mayor and Common Council or other authorized elected officials by performing the following duties personally or through subordinate supervisors Functions as the Human Resources Director.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned

Supervise and coordinate City staff and contracted employees in the following departments Administration, Assessor, Municipal Buildings, Building Inspection, Finance and Information Services.

Serves under the direction of the Mayor facilitating City wide Department Head meetings and in the absence of the Mayor has the authority to resolve any urgent administrative matters and refers to Council President for policy direction.

Act as Chief Negotiator in all labor contract negotiations including handling grievances and arbitrations.

Administer the human resources policies and administrative contracts of the city.

Attend meetings as required by the Mayor and Common Council. This may include meetings outside of normal business hours.

Keep the Mayor and Common Council advised about developments in the City's administration, business and affairs and such matters as may be directed by the Mayor or Common Council

Make recommendations for the improvement of the efficiency and quality of the services

performed by the City. Research and coordinate application for appropriate grants and aids in consultation with the Mayor and other department heads.

Monitor county, state and federal legislation for potential impact on the affairs of the City.

Assure that all City ordinances and resolutions are efficiently and equally administered

Represent the City in intergovernmental and legislative functions as requested by the Mayor

Assure that annual performance reviews are conducted per Common Council directive.

Develop and administer an Employee Appraisal and Growth program that reflects the tasks of each department and adds efficiency and employee growth to the benefit of the employee and the citizens

Assumes lead role in the annual preparation of the Mayor's recommended budget, the compilation of the Finance Committee's recommended budget, and the Common Council's approved annual budget. Presents budget to the Finance Committee, Common Council, and the general public

Assure that all City property and personnel are properly protected by adequate insurance coverage.

Inform the Mayor and Common Council concerning any proposed change in services rendered to City residents, taxpayers or City-located businesses.

Provide departmental staff support to the Personnel Committee, Technology Committee, Police & Fire Commission, and the Finance Committee.

Assure a uniform and effective information technology system throughout the City. This includes managing the outside contractor that provides the ongoing systems support, the geographic information system and the telephone system.

Provide overall management of the Assessor's Office through direction to the contracted assessor

Manages special projects and provides staff support to special committees and task forces as directed by the Mayor and Common Council.

Act as Plan Administrator for the City's defined benefit and defined contribution Pension Plans and for the Employee Health and Welfare Benefit Plan.

Produce and maintain the City web site, newsletters and other communication media.

Develops City policies for approval by the Mayor and Common Council.

Act as City of Franklin Public Information Officer/Administration during City emergencies.

Oversee the issuance of requests for proposals and recommend selection of consultants for various City projects.

Function as the City's representative to the Milwaukee County Community Development Block Grant Program.

Act as City representative to the Senior Meals Program to ensure City support of the program

Review monthly financial operating statements for assigned departmental budgets and approve City administrative costs (including office supplies, postage meter, copy machines, UPS, land and cell phones, etc.)

### **Supervisory Responsibilities**

Manages subordinate supervisors and directly supervises non-supervisory employees in the Administration, Information Services, Municipal Buildings, Building Inspection, Finance and Assessor Departments. Is responsible for the overall direction, coordination, and evaluation of these units. Oversees outside contractual services. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems

### **Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

### **Education and/or Experience**

Bachelor's degree (B. A.) from four-year college or university in Human Resources Management, Public Administration, Business Administration or a related field (Master's Degree is preferred); at least five years related experience and/or training; or equivalent combination of education and experience. Must have demonstrated experience as the chief negotiator in collective bargaining. Demonstrated experience with Wisconsin interest arbitration law and public sector labor negotiations preferred.

### **Language Skills**

Ability to read, analyze, and interpret very complex documents. Ability to respond effectively to very sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to Cabinet Level Officers of the City, public groups, boards and commissions and/or the Common Council.



**Mathematical Skills**

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts of accounting and budgeting to practical situations.

**Reasoning Ability**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

**Computer Skills**

To perform this job successfully, an individual should have knowledge of Internet Explorer software; Spreadsheet software and Word Processing software.

**Certificates, Licenses, Registrations**

Valid Wisconsin Driver's License

**Physical Demands** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to stand; walk; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

The noise level in the work environment is usually moderate.

**Other Qualifications**

Within one (1) year of appointment, it is desirable to have the Director of Administration become and remain a City of Franklin resident

**Miscellaneous** The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position

The job description does not constitute an employment agreement between the employer

and employee and is subject to change by the employer as the needs of the employer and requirements of the job change

## **Position Announcement - Director of Administration**

City of Franklin, WI (Pop. 36,816)

The City of Franklin is located in Milwaukee County, 10 miles south of downtown Milwaukee. Franklin is a growing, full-service city of vibrant neighborhoods, top performing schools, and nationally recognized businesses. Incorporated in 1956, the City is a residential community, as approximately 75 percent of its value is from residential property, with a commercial and industrial component of approximately 25 percent. Franklin consists of 35 square miles and has the most undeveloped open space in Milwaukee County. The city has easy access to interstate highway corridors (I-94, I-894, and I-43) and is only minutes away from Milwaukee County's General Mitchell International Airport and within 85 miles of downtown Chicago. The City is the home of the ROCK entertainment complex, which includes a winter recreation facility and Rock League Baseball, a nationally recognized baseball organization, which includes the Milwaukee Milkmen, members of the American Association of Professional Baseball.

Starting salary range is \$120,000-\$140,000 DOQ plus excellent benefits.

The Franklin Director of Administration coordinates the day-to-day administrative activities of the City, leading, planning, organizing, and directing the City's central administration toward the fulfillment of goals and policies as determined by the Mayor and Common Council. The Director of Administration also serves as the Human Resources Director. The Department of Administration includes the divisions of Finance, Human Resources, Information Technology, Inspection Services, Property Assessment, Facilities, and GIS. The Director of Administration is appointed and reports to the part-time Mayor and is confirmed by the six-member Common Council. All elected city officials serve three-year overlapping terms on a non-partisan basis.

Upcoming initiatives and projects include development of the 2024 citywide budget, biannual debt issuance, development initiatives, update/administration of city fees, facility improvements and plan for potential expansions, technology improvements including a fiber network and phone system, research and proposal for a citywide merit pay plan, recruitment and training of key municipal staff.

Franklin's total annual 2023 budget is \$65.4 million, including General Fund of \$31.4 million, Capital Funds of \$13.45 million, Debt Service Fund of \$1.15 million, Special Revenue Funds of \$3.0 million, Internal Service Funds of \$3.5 million, Sanitary Sewer Utility of \$6.7 million, and TID Funds of \$6.2 million. The Library Budget, Water Utility Budget, and Tourism Budget are managed by those respective boards and not included in these budget numbers. The unassigned fund balance in the General Fund, as of December 31, 2021, is 35 percent of expenditures or \$9.45 million.

The Director of Administration oversees 26 full-time equivalent positions. The total number of City employees is 234 of which 210 positions are full-time.

The position requires a bachelor's degree in public or business administration or related field; Master's degree preferred. A minimum of five years progressively responsible administrative and leadership experience in a municipal organization is also required. Consideration of

candidates with private sector or military experience will be made if the candidate can demonstrate accomplishments that relate to required skills.

The successful candidate must demonstrate a verifiable record of past accomplishments in the following areas: financial and budget management, debt management, intergovernmental relations, and economic development including TID management. Exceptional communication skills are also imperative. The ideal candidate should be an innovator and team builder and will have above-average emotional intelligence and listening skills as well as a collaborative style in carrying out governing body policies, and the skilled ability to speak truth to power.

For more information, visit the [City of Franklin](#).


**For consideration, please submit resume to [Dana Zahn, Human Resource Manager](#).**

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>5/2/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>Common Council Consideration of Code of Conduct Complaints. The Common Council may enter closed session pursuant to Wis. Stat. §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.</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.21.</i></p>

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 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.

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>05/02/23</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER</b> <b>H.</b>

See attached minutes from the License Committee meeting of April 3, 2023.

1. Special License Committee Meeting for May 1, 2023.
2. Miscellaneous Licenses and Permits for May 2, 2023.

### **COUNCIL ACTION REQUESTED**

1. As recommended by the License Committee for the Special License Committee Meeting of May 1, 2023.
2. As recommended by the License Committee for the meeting of May 2, 2023.





414-425-7500

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

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>
<b>2.</b>	<b>Administrative Roles &amp; Procedures</b>	
<b>3.</b>	<b>Vote for Chair &amp; Co-Chair of License Committee</b>	

<b>4.</b>	<b>License Applications Reviewed</b>	<b>Recommendations</b>
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<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2023-2024 New</b>	<b>Nastulski, Stella A</b> Pick'n Save #6431			
<b>Operator 2023-2024 New</b>	<b>Pyan, Haley M</b> Root River Center			
<b>Operator 2023-2024 New</b>	<b>Soares, Melissa M</b> Iron Mike's			
<b>Operator 2022-2023 New</b>	<b>Craycraft, Jennifer A</b> Irish Cottage			
<b>Operator 2023-24 Renewal</b>	<b>Craycraft, Jennifer A</b> Irish Cottage			
<b>Operator 2022-2023 New</b>	<b>Englund, Jennifer M</b> Hideaway Pub & Eatery			
<b>Operator 2023-24 Renewal</b>	<b>Englund, Jennifer M</b> Hideaway Pub & Eatery			
<b>Operator 2022-2023 New</b>	<b>Mann, Sudeep S</b> Mann Liquor & Indian Grocery			
<b>Operator 2023-24 Renewal</b>	<b>Mann, Sudeep S</b> Mann Liquor & Indian Grocery			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	<b>Nondahl, Rachel L</b> The Rock Sports Complex			
Operator 2023-24 Renewal	<b>Nondahl, Rachel L</b> The Rock Sports Complex			
Operator 2022-2023 New	<b>Semanski, Joshua R</b> The Rock Sports Complex			
Operator 2023-24 Renewal	<b>Semanski, Joshua R</b> The Rock Sports Complex			
Operator 2022-2023 New	<b>Taylor, Kiara S A</b> Milwaukee Burger Company			
Operator 2023-24 Renewal	<b>Taylor, Kiara S A</b> Milwaukee Burger Company			
Operator 2022-2023 New	<b>Ulfig, Gwen C</b> The Rock Sports Complex			
Operator 2023-24 Renewal	<b>Ulfig, Gwen C</b> The Rock Sports Complex			
Operator 2022-2023 New	<b>Wahhab, Salma</b> Walgreens #05884			
Operator 2023-24 Renewal	<b>Wahhab, Salma</b> Walgreens #05884			
Operator 2023-24 Renewal	<b>Arteaga, Geraldine L</b> Walgreens #15020			
Operator 2023-24 Renewal	<b>Balcerzak, Amy B</b> Walgreens #15020			

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

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-24 Renewal	<b>Ewig, Christopher A</b> Iron Mike's			
Operator 2023-24 Renewal	<b>Fisher, Heidi A</b> Point After Pub & Grille			
Operator 2023-24 Renewal	<b>Flores, Peggy A</b> Mimosa			
Operator 2023-24 Renewal	<b>Graf, Corie L</b> Iron Mike's			
Operator 2023-24 Renewal	<b>Haley, Jenna K</b> Crossroads II Pizza & Subs			
Operator 2023-24 Renewal	<b>Heisel, Hydn T</b> Iron Mike's			
Operator 2023-24 Renewal	<b>Hoffmann, Carinn N</b> The Rock Sports Complex			
Operator 2023-24 Renewal	<b>Holtz, Matthew A</b> Crossroads II Pizza & Subs			
Operator 2023-24 Renewal	<b>Jaskie, Shane R</b> Iron Mike's			
Operator 2023-24 Renewal	<b>Jin, Yannie</b> Lovers Lane Sushi & Seafood Buffet			
Operator 2023-24 Renewal	<b>Kais, Kevin K</b> Walgreens #15020			
Operator 2023-24 Renewal	<b>Karow, Jenel M</b> The Rock Sports Complex			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-24 Renewal	<b>Kaur, Navdeep</b> Mann Liquor & Indian Grocery			
Operator 2023-24 Renewal	<b>Klafka, Taylor I</b> Rawson Pub			
Operator 2023-24 Renewal	<b>Krasinski, Miranda F</b> Point After Pub & Grille			
Operator 2023-24 Renewal	<b>Kust, Apolonia P</b> Crossroads II Pizza & Subs			
Operator 2023-24 Renewal	<b>Lesser, Colleen L</b> On the Border			
Operator 2023-24 Renewal	<b>Lloyd, Michael J</b> The Rock Sports Complex			
Operator 2023-24 Renewal	<b>Losiniecki, Amanda N</b> Milwaukee Burger Company			
Operator 2023-24 Renewal	<b>Maglio, Sara A</b> Root River Center			
Operator 2023-24 Renewal	<b>Mashkina, Nadiya</b> Walgreens #15020			
Operator 2023-24 Renewal	<b>Mayer, Brianna M</b> Point After Pub & Grille			
Operator 2023-24 Renewal	<b>McMillan, Ciara M</b> Point After Pub & Grille			
Operator 2023-24 Renewal	<b>Mlynczak, Susan</b> Point After Pub & Grille			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-24 Renewal	<b>Okrzesik, Tyler K</b> Milwaukee Burger Company			
Operator 2023-24 Renewal	<b>Olszewski, Derek J</b> On the Border			
Operator 2023-24 Renewal	<b>Otto, Lori A</b> Rawson Pub			
Operator 2023-24 Renewal	<b>Page, Andrew M</b> Point After Pub & Grille			
Operator 2023-24 Renewal	<b>Patel, Amrish H</b> Discount Cigarettes & Liquor			
Operator 2023-24 Renewal	<b>Planton, Allison M</b> The Rock Sports Complex			
Operator 2023-24 Renewal	<b>Pollack, Joseph M</b> On the Border			
Operator 2023-24 Renewal	<b>Rinke, Kristen L</b> Hideaway Pub & Eatery			
Operator 2023-24 Renewal	<b>Singh, Agyapal</b> Discount Cigarettes & Liquor			
Operator 2023-24 Renewal	<b>Smith, Hollie C</b> Walgreens #15020			
Operator 2023-24 Renewal	<b>St Louis, Jessica N</b> The Landmark			
Operator 2023-24 Renewal	<b>Stork, Nadine A</b> Walgreens #15020			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-24 Renewal	<b>Surma, Mckenna E</b> Milwaukee Burger Company			
Operator 2023-24 Renewal	<b>Tripler, Stacie L</b> On the Border			
Operator 2023-24 Renewal	<b>Varga, Kathleen A</b> Walgreens #15020			
Operator 2023-24 Renewal	<b>Villa, Juan J</b> On the Border			
Operator 2023-24 Renewal	<b>Walker, Adaira D</b> On the Border			
Operator 2023-24 Renewal	<b>Williams, Michael S</b> Croatian Park			
Operator 2023-24 Renewal	<b>Wotnoske, Erika A</b> The Rock Sports Complex			
Operator 2023-24 Renewal	<b>Zalewski, Raquel</b> Rawson Pub			
<b>5.</b>	<b>Adjournment</b>	Time:		

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



414-425-7500

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

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>
<b>2.</b>	<b>Citizen Comment</b>	
<b>3.</b>	<b>Approval of Minutes for Regular License Committee Meeting of April 3, 2023.</b>	

<b>4.</b>	<b>License Applications Reviewed</b>	<b>Recommendations</b>
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<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Extraordinary Entertainment &amp; Special Event and Temporary Class B Beer</b> 4:05 p.m.	<b>Scottish Festivals, Inc.: Scottish Fest – Highland Games</b> Person in Charge: David Berger Location: Croatian Park at 9100 S. 76 <sup>th</sup> St. Date: 6/3/2023			
<b>Extraordinary Entertainment &amp; Special Event</b> 4:10 p.m.	<b>Root River Center – Outdoor Live Music Event</b> Person in Charge: David Church Location: 7220 W. Rawson Ave. Dates: 6/2 and 6/3/2023			
<b>Extraordinary Entertainment &amp; Special Event</b> <b>Temporary Class B Beer</b> 4:15 p.m.	<b>Xaverian Missionaries – Annual Festival</b> Person in Charge: Fr. Alejandro Rodriguez Location: Xaverian Missionaries at 4500 W. Xavier Dr. Dates & Times of Event: 6/24 and 6/25/2023			
<b>Extraordinary Entertainment &amp; Special Event</b> 4:25 p.m.	<b>Rock Sports Complex – Summer Concert Series '23</b> 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			
<b>Extraordinary Entertainment &amp; Special Event</b> 4:30 p.m.	<b>Rock Sports Complex – The Hill Has Eyes</b> Person in Charge: Paul Cimoch Location: 7005 S. Ballpark Dr. Dates of Event: Fridays & Saturdays: 9/29 through 10/28/2023			
<b>Amendment to Public Grant Application for Franklin Health Department 2023 Events</b>	<b>Change Date of Franklin Health Department Outdoor Movie Night</b> Changing Date of Outdoor Movie Night from 8/25 to 8/5, 2023 Ellen Henry, Franklin Health Department			
<b>Amusement Device Operator</b> 2023-2024	<b>American Entertainment Services, Inc</b> W337 S5059 Hwy GG Dousman, WI 53118 Kenneth Grothman			
<b>Amusement Device Operator</b> 2023-2024	<b>National Amusement Systems</b> 2740 S 9 <sup>th</sup> Pl Milwaukee, WI 53215 Janis Thein			
<b>Amusement Device Operator</b> 2023-2024	<b>National Entertainment Network, LLC</b> 246 S Taylor Ave, Unit 200 Louisville, CO 80027 Nicholas Miceli			



Type/ Time	Applicant Information	Approve	Hold	Deny
Amusement Device Operator 2023-2024	<b>Red's Novelty Ltd</b> 1921 S 74 St West Allis, WI 53219 Jay Jacomet			
Amusement Device Operator 2023-2024	<b>Reggie's Amusements, LLC</b> 4918 S Packard Ave Cudahy, WI 53110 Reginald Zeniecki			
Amusement Device Operator 2023-2024	<b>Wisconsin P &amp; P Amusement</b> 12565 W Lisbon Rd Brookfield, WI 53005 Michael Weigel			
Auto Salvage 2023-2024	DBA AI's Auto Salvage <b>AI's Auto Salvage, Inc</b> 10942 S 124 <sup>th</sup> St Albert Schill			
Day Care 2023-2024	DBA Discovery Days of Franklin <b>Cadence Education, LLC</b> 9758 S Airways Ct Andrea Bustillos			
Day Care 2023-2024	DBA Faith Academy <b>Faith Community Church, Inc.</b> 7260 S 76 St Jane Zimmerman			
Day Care 2023-2024	DBA Jubilee Christian School <b>Jubilee Faith Center, Inc</b> 3639 W Ryan Rd Tanya Soich			
Day Care 2023-2024	DBA Falk Park KinderCare Learning Center <b>Kindercare Learning Centers LLC</b> 7363 S 27 <sup>th</sup> St Michelle Swikert			
Day Care 2023-2024	DBA LMN's Operation Playground <b>L &amp; T Norgel, LLC</b> 11224 W Forest Home Ave Lisa Norgel			
Entertainment & Amusement 2023-2024	DBA Innovative Health & Fitness <b>Innovative Health &amp; Fitness Building, LLC</b> 8800 S 102 <sup>nd</sup> St Scott Cole			
Entertainment & Amusement 2023-2024	DBA Oakwood Park Golf Course <b>Milwaukee County Parks</b> 3600 W Oakwood Rd Joshua Zuba			
Entertainment & Amusement 2023-2024	DBA Whitnall Park Golf Course <b>Milwaukee County Parks</b> 6751 S 92 <sup>nd</sup> St Joshua Zuba			

Type/ Time	Applicant Information	Approve	Hold	Deny
Mobile Home 2023-2024	DBA Badger Mobile Home Park <b>Badger MHP, LLC</b> 6405 S 27 <sup>th</sup> St Renee Peters			
Mobile Home 2023-2024	DBA Franklin Mobile Estates <b>Franklin Mobile, LLC</b> 6361 S 27 <sup>th</sup> St David Steinberger			
Operator 2023-2024	<b>Carry-over Operator Licenses from Special License Committee Meeting on May 1, 2023</b>			
Operator 2023-2024 New	<b>Haskey, Mitchell E</b> The Rock Sports Complex			
Operator 2023-2024 New	<b>Katroshi, Indrit</b> No Location			
Operator 2023-2024 New	<b>Vespalec, Jazmin K</b> Iron Mike's			
Operator 2022-2023 New	<b>Alvarez, Angelina M</b> Walgreens #15020			
Operator 2023-2024 Renewal	<b>Alvarez, Angelina M</b> Walgreens #15020			
Operator 2022-2023 New	<b>Griffin, Brittany A</b> Sam's Club #8167			
Operator 2023-2024 Renewal	<b>Griffin, Brittany A</b> Sam's Club #8167			
Operator 2022-2023 New	<b>Lindl, Ashtyn M</b> Milwaukee Burger Company			
Operator 2023-2024 Renewal	<b>Lindl, Ashtyn M</b> Milwaukee Burger Company			

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

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>Salas, Nicole W</b> Bowery Bar & Grill			
Operator 2023-2024 Renewal	<b>Sawinski, Brian K</b> Franklin Civic Celebration			
Operator 2023-2024 Renewal	<b>Shallow, Rebekah L</b> Root River Center			
Operator 2023-2024 Renewal	<b>Thousand, Katelyn A</b> Country Lanes Bowling Center			
Operator 2023-2024 Renewal	<b>Topetzes, Theofania C</b> Honey Butter Cafe			
Operator 2023-2024 Renewal	<b>Vargas, Isaiah J</b> Sendik's Food Market			
5.	<b>Adjournment</b>	Time:		

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



414-425-7500

**License Committee  
Minutes\***

**Franklin City Hall Community Room  
9229 W. Loomis Rd  
Franklin, WI  
April 3, 2023 – 5:00 p.m.**

1.	<b>Call to Order &amp; Roll Call – Alderwoman Eichmann &amp; Alderwoman Hanneman Present; Alderwoman Wilhelm Not Present</b>	<b>Time: 5:03 p.m.</b>
2.	<b>Citizen Comment</b>	
3.	<b>Approval of Minutes for Regular License Committee Meeting of March 21, 2023 – Alderwoman Eichmann moved &amp; Alderwoman Hanneman seconded. All voted Aye; motion carried.</b>	


<b>4.</b>	<b>License Applications Reviewed</b>	<b>Recommendations</b>
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Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:05 p.m.	<b>Best Buddies in Wisconsin – Walk/Community Gathering Fundraiser at The Rock Snow Park</b> Person in Charge: Caroline Tyson Location: 7011 S. Ballpark Dr. Date of Event: 5/20/2023	√		
Extraordinary Entertainment & Special Event 5:10 p.m.	<b>The Rock Sports Complex – Walk/Fundraiser for Pancreatic Cancer Action Network</b> Person in Charge: Paul Cimoch Location: 7011 S. Ballpark Dr. Date & Time of Event: 4/29/2023	√		
Extraordinary Entertainment & Special Event	<b>Rock Sports Complex – Summer Concert Series '23</b> 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 and Sunday, 9/3/2023	Alderwoman Hanneman moved and Alderwoman Eichmann seconded to hold this event until after the COW meeting on 5/1/23. Motion carried.		
Extraordinary Entertainment & Special Event	<b>Rock Sports Complex – The Hill Has Eyes</b> Person in Charge: Paul Cimoch Location: 7005 S. Ballpark Dr. Dates of Event: Fridays & Saturdays: 9/29 through 10/28/2023	Alderwoman Hanneman moved and Alderwoman Eichmann seconded to suspend rules to allow for question return to regular order of business. Motion carried. Alderwoman Hanneman moved and Alderwoman Eichmann seconded to hold this event until after the COW meeting on 5/1/23. Motion carried.		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	<b>Kaluzny, Nathaniel J</b> Walgreens #05459	√		
Operator 2022-2023 New	<b>Ivers, Kevin M</b> The Rock Sports Complex	√		
Operator 2023-24 Renewal	<b>Ivers, Kevin M</b> The Rock Sports Complex	√		
Operator 2022-2023 New	<b>Janiszewski, Frank J</b> Xaverian Mission	√		
Operator 2023-24 Renewal	<b>Janiszewski, Frank J</b> Xaverian Mission	√		
Operator 2023-24 Renewal	<b>Blue, Claudia M</b> Sam's Club #8167	√		
Operator 2023-24 Renewal	<b>Collins, Cornissa</b> Sam's Club #8167	√		
Operator 2023-24 Renewal	<b>Conley, Shannen K</b> Romey's Place	√		
Operator 2023-24 Renewal	<b>Lujan, Aaron A</b> Sam's Club	√		
Operator 2023-24 Renewal	<b>Tietjen, William G</b> Franklin Noon Lions Club	√		
Temporary Class "B" Beer	<b>Franklin Noon Lions Club – Independence Day Celebration &amp; St. Martin's Fair</b> Person in Charge: William Tietjen Location: 9229 W. Loomis Rd. & St. Martin's Rd. Dates of Event: 6/30 through 7/2/2023 & 9/3 through 9/4/2023	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
5.	<b>Adjournment</b>	Alderwoman Eichmann moved and Alderwoman Hanneman seconded to adjourn at 5:39 p.m. motion carried.		

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

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>5/2/2023</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I</b>

Attached are vouchers dated April 14, 2023 through April 27, 2023, Nos 192324 through Nos 192494 in the amount of \$ 2,681,782 99. Also included in this listing are EFT's Nos 5297 through EFT Nos 5314, Library vouchers totaling \$ 29,591 00, Tourism vouchers totaling \$ 17 00, Water Utility vouchers totaling \$ 91,830 59 and Property Tax Refunds in the amount of \$ 18,220 14 Voided checks in the amount of \$ (26,218 71) are separately listed

Early release disbursements dated April 14, 2023 through April 26, 2023 in the amount of \$ 2,303,144 75 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 463 through Nos 469 and EFT Nos 334 (S) through Nos 335(S) dated April 14, 2023 through April 26, 2023 in the amount of \$ 4,705,028 90 \$ 7,602 98 represents refund reimbursements and \$ 4,697,425 92 represents settlements from US Bank There is also an additional \$ 6,826,971 33 of tax settlements from American Deposits These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated April 21, 2023 is \$ 484,599 97, previously estimated at \$450,000 Payroll deductions dated April 21, 2023 are \$ 471,387 61, previously estimated at \$ 475,000

The estimated payroll for May 5, 2023 is \$ 445,000 with estimated deductions and matching payments of \$ 241,000

### COUNCIL ACTION REQUESTED

Motion approving the following

- 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

**ROLL CALL VOTE NEEDED**