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

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

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of August 15, 2023.
- D. Hearings.
- E. Organizational - The Mayor has made the following appointment for Council confirmation:

Kristin Kurutz, 6768 S. 35th St., Ald. Dist. 3 - Mayor Appointment for Board of Review for a 3 year term expiring 04/20/26. .
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Franklin Civic Celebrations Commission Report for the June 30-July 2, 2023 Civic Celebrations Event and a Request for Spending Authority for 2024 and Summary of 2023 Activities.
 - 2. West Elm Road Underground Storage Feasibility Report.
 - 3. Request from the Franklin Fire Department for Approval/Extension of the “Milwaukee County Equipment Sharing Agreement.”
 - 4. Request from Franklin Fire Department for Approval to Purchase Additional Firefighting Hose and Related Hardware at a Cost not to Exceed \$36,000.
 - 5. Authorize a Budget Amendment Request for Municipal Court Staffing Needs.
 - 6. A Resolution Authorizing Certain Officials to Execute a Development Agreement with the Developer of Woodfield Trail Condominiums, Located at 12000 W. Loomis Road (TKN 891 9011 000).
 - 7. A Resolution Authorizing Certain Officials to Execute an Agreement with Carl Collective (Trozzolo Creative Resources Inc.), for Marketing Materials Development Professional Services.
 - 8. A Resolution Authorizing the Installation of a Fence within the 20-foot Public Sanitary Easement Upon Lot 14 in Block 11 in Southview Estates Addition No. 1, Being a re-

- division of Outlot 1, Block 7, Southview Estates, and a part of the SW 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (7534 South 69th Street) (TKN 791-0182-000) (Glenn and Janet Mittelstadt, Applicant).
9. A Resolution to Execute a State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement for S. 27th Street (STH 241) from W. Elm Road to W. Villa Drive (ID 2265-09-71) for \$3,546,990.
 10. A Resolution to Enter a Memorandum of Agreement with the Wisconsin Department of Transportation for 116th Street Trail (ID 2976-00-02).
 11. Authorization to Add an Associate Planner Position to the Planning Department.
 12. Continued Discussion of a W. Puetz Road Pathway from S. 76th Street to W. St. Martins Road.
 13. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Sports Training Facility Use Upon Property Located at 6814 S. 112th Street (Bion Strength and Conditioning LLC, Applicant).
 14. Discussion Regarding Meeting Time Change for Plan Commission.
 15. Establish 2023 Trick or Treat.
 16. Confirmation of the Appointment of Justin Ligocki as the Director of Inspection Services. 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.
 17. *BPC County Land, LLC v City of Franklin*, Milwaukee County Circuit Court Case Nos. 2019-CV-8963 and 2021-CV-5581. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
 18. *Velo Village Apartments, LLC v City of Franklin*, Milwaukee County Circuit Court Case No. 2023-CV-5465. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
 19. City personnel performance evaluation. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, 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

Common Council Meeting Agenda

September 5, 2023

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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 Wis. Stat. § 19.85(l)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of September 5, 2023.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

September 7	Plan Commission	7:00 p.m.
September 19	Common Council Meeting	6:30 p.m.
September 21	Plan Commission	7:00 p.m.
October 3	Common Council Meeting	6:30 p.m.
October 5	Plan Commission	7:00 p.m.

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- ACCEPT DONATION FROM FRANKLIN LIONESS LIONS CLUB FOR COMMUNITY HEALTH PROGRAMMING
- G.6. Alderman Hasan moved to authorize the Director of Health and Human Services to accept monetary donations in the amount of \$300. Seconded by Alderman Barber. All voted Aye except Alderwoman Eichmann abstained from the vote; motion carried.
- RES. 2023-8028
SPECIAL ASSESSMENT OF WATERMAIN EXTENSION ON W. MINNESOTA AVE.
- G.7. Alderman Hasan moved to adopt Resolution No. 2023-8028, A FINAL RESOLUTION DIRECTING PAYMENT AND LEVY OF SPECIAL ASSESSMENT FOR THE COST OF WATERMAIN EXTENSION ON W. MINNESOTA AVENUE FROM S. 51ST STREET TO S. 49TH STREET. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2023-8029
PURCHASE WETLANDS MITIGATION CREDITS FROM BARNES PRAIRIE WETLAND MITIGATION BANK FOR S. 116TH STREET TRAIL PROJECT
- G.8. Alderwoman Eichmann moved to table this item until the next meeting, there was no second, motion fails.
- Alderman Craig moved to adopt Resolution No. 2023-8029, A RESOLUTION TO PURCHASE WETLAND MITIGATION CREDITS FROM BARNES PRAIRIE WETLAND MITIGATION BANK FOR S. 116TH STREET TRAIL PROJECT IN THE AMOUNT OF \$143,000 and direct Staff to issue a check this week to cover this project. Seconded by Alderman Barber. All on Roll Call, All voted Aye except Alderwoman Eichmann who voted no; motion carried 5-1-0.
- RES. 2023-8030
REPLACE RES. 2022-7828
WEPCO LICENSE AGREEMENT FOR LINEAR PARK
- G.9. Alderman Craig moved to adopt Resolution No. 2023-8030, A RESOLUTION TO REPLACE RESOLUTION 2022-7828 TO ENTER LICENSE AGREEMENT WITH WISCONSIN ELECTRIC POWER COMPANY TO USE THEIR PROPERTY FOR A LINEAR PARK FROM S. 116TH STREET/W. MAYERS DRIVE TO MUNICIPAL BOUNDARY WITH MUSKEGO. Seconded by Alderman Barber. All voted Aye; motion carried.
- CONCEPT REVIEW FOR LAND DIVISION AT 10885 S. 27TH STREET MARK NORDLAND, LIKEWISE PARTNERS, LLC, APPLICANT
- G.10. No action was taken following the Concept Review for a Land Division and “Light Industrial Flex Space” Development located at approximately 10885 S. 27th Street. (TKNs 978-9997-000, 978-9998-000 and 978-9999-001) (Mark Nordland, Likewise Partners LLC, Applicant).

- CONCEPT REVIEW FOR LAND DIVISION AT 9410 S. 76TH STREET ALEX SCHELER, CARMA LABORATORIES, INC, APPLICANT
- G.11. No action was taken; tabled for another meeting for the Concept Review for a Land Division and Combined Industrial and Office Development Located at approximately 9410 S 76th St. (TKNS 884-9997-000 & 884-9998-000) (Alex Scheler, Carma Laboratories, Inc, Applicant).
- DONATIONS FOR JANUARY – JUNE 2023
- G.12. Alderman Barber moved to acknowledge and accept donations received for January - June, 2023 from various Franklin residents and businesses. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2023-8031 SUPERSEDE FINANCIAL AGREEMENT FOR WIDOT PROJECT ON S. LOVERS LANE/W. RYAN ROAD
- G.13. Alderman Holpfer moved to adopt Resolution No. 2023-8031, A RESOLUTION TO SUPERSEDE A STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON S. LOVERS LANE/W. RYAN ROAD (USH 45/STH 100) FROM S. 60TH STREET TO W. ST. MARTINS ROAD AND INCREASE THE AMOUNT TO \$1,482,100. Seconded by Alderwoman Day. All voted Aye; motion carried.
- WEST ELM ROAD UNDERGROUND STORAGE FEASIBILITY REPORT
- G.14. Alderwoman Day moved to hold this item over until the next meeting for further information and clarification from Supervisor Taylor. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2023-8032 FENCE WITHIN 20-FOOT DRAINAGE EASEMENT AT 7247 W. WOODBURY DRIVE, DAVID HENSLEY, APPLICANT
- G.15. Alderman Barber moved to adopt Resolution No. 2023-8032, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20-FOOT DRAINAGE EASEMENT UPON LOT 6, WOODBURY ESTATES, BEING A SUBDIVISION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (7247 W. WOODBURY DRIVE) (TAX KEY NO.7910195000) (HENSLEY, DAVID, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. 2023-8033 R.A. SMITH, INC. DESIGN SERVICES AT WATER TOWER PARK- 8120 S. LOVERS LANE RD.
- G.16. Alderman Barber moved to adopt Resolution No. 2023-8033, A RESOLUTION FOR R.A. SMITH, INC. TO PROVIDE DESIGN SERVICES AT WATER TOWER PARK - 8120 S. LOVERS LANE ROAD (TKN 801-9986-000) FOR \$42,050. Seconded by Alderman Craig. All voted Aye; motion carried.

JULY 2023 MONTHLY
FINANCIAL REPORT

G.17. Alderman Holpfer moved to receive and place the July 2023 monthly financial report on file. Seconded by Alderman Barber. All voted Aye; motion carried.

RES 2023-8034
CLOSED SESSION
POTENTIAL TID NO. 9
DEVELOPMENT
AGREEMENT WITH
CARMA
LABORATORIES, INC.

G.18. Alderwoman Eichmann vacated her seat at 7:58 p.m. and returned at 8:04 p.m.

Alex Scheler presented his plan for the Carma Laboratories, Inc. project. Rich Simonsen, Chief Operating Officer also spoke to this project, share of market space, and cost effectiveness of staying in Franklin.

Alderwoman Eichmann moved to enter closed session at 8:20 p.m., pursuant to Wis. Stat. §19.85(1)(e), to deliberate upon a Potential Tax Incremental District No. 9 Development Agreement Between the City of Franklin and Carma Laboratories, Inc. (Developer) 225,000 Square Foot Corporate Headquarters Building at Northeast Corner of West Ryan Road and South 76th Street, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye except Alderwoman Day voted No. Motion carried 5-1-0.

Mayor Nelson took a five-minute recess at 8:20 p.m. We returned to closed session at 8:27 p.m.

Upon re-entering open session at 8:52 p.m.,

Alderman Holpfer moved to adopt Resolution No. 2023-8034, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX INCREMENTAL DISTRICT NO. 9 [creation thereof in process] DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FRANKLIN AND CARMA LABORATORIES, INC. (DEVELOPER) 225,000 SQUARE FOOT CORPORATE HEADQUARTERS BUILDING AT NOTHEAST CORNER OF WEST RYAN ROAD AND SOUTH 76TH STREET (PROJECT). Seconded by Alderman Barber. On a roll call, all voted Aye except Alderwoman Day voted No. Motion carried 5-1-0.

RES. 2023-8035
DEVELOPMENT
AGREEMENT WITH
CARMA
LABORATORIES, INC.

G.19. Alderman Holpfer moved to adopt Resolution No. 2023-8035, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS WITH CARMA LABORATORIES, INC., LOCATED AT 9410 S. 76TH STREET AND 7520 W. RYAN ROAD (TKNS 884 9997 000 AND 884 9998 000), in the form and content as

approved by the City Engineer and City Attorney. Seconded by Alderman Barber. On a roll call all voted Aye except Alderwoman Day voted No. Motion carried 5-1-0.

CLOSED SESSION
POTENTIAL
COMMERCIAL
DEVELOPMENT(S) AT
S. OAKWOOD PARK DR.
AND W. RYAN RD.

- G.20. Alderman Holpfer moved to enter closed session at 9:00 p.m., pursuant to Wis. Stat. §19.85(1)(e), to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the southeast corner of South Oakwood Park Drive and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Upon re-entering open session at 9:29 p.m.,

Alderman Holpfer moved to direct staff to proceed as discussed in closed session. Seconded by Alderman Barber. All voted Aye; motion carried.

W. PUETZ RD.
PATHWAY FROM
SOUTH 76TH ST. TO W.
ST. MARTINS RD.

- G.21. Alderman Holpfer moved to direct staff to proceed with contacting neighbors to the W. Puetz Road Corridor. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

- H. Alderwoman Day moved to approve the following licenses:

License Meeting of August 15, 2023:

Grant Extraordinary Entertainment & Special Event to: Luxe Golf Bays-1st Anniversary Fireworks Display, Jimmy Stueck, 7065 S Ballpark Dr, 8/18/23 (Amended application with corrected date & time); Federation of Croatian Societies, Inc-Pavilion Fundraiser, Tomislav Kuzmanovic, 9100-9140 S 76th St, 9/17/23;

Grant Class "B: Beer Change of Agent to DBA Marcus Showtime Cinema, Marcus Cinemas of Wisconsin LLC, 8910 S 102nd St, Mark Peterson, Sr;

Grant 2023-24 Operator License to: Claire Almquist, Nicolas Gullo, Chad Lehrke, Lillian Nicholas, Arianna Singer, Meghan Struck; and Grant 2023-24 Renewal Operator License to Lindsay Safranek, Franklin Lioness Lions Club-St Martins Fair with a 2-0-1-abstention (Eichmann) vote.

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

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve City vouchers with an ending date of August 10, 2023, in the amount of \$2,337,508.47, and payroll dated August 11, 2023, in the amount of \$468,337.36 and payments of the various payroll deductions in the amount of \$248,550.99, plus City matching payments, and estimated payroll dated August 25, 2023, in the amount of \$660,000 and payments of the various payroll deductions in the amount of \$552,000, plus City matching payments, and to also include an additional \$143,000 for Council agenda item G.8. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Holpfer moved to adjourn the meeting of the Common Council at 9:47 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>A</i></p>	<p style="text-align: center;">CORRECTED REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09-5-23</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Mayoral Appointment</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">E.</p>

The Mayor has made the following appointment for Council confirmation:

Kristin Kurutz, 6768 S. 35th St., Ald. Dist. Ald.Dist. 3 - Mayor Appointment for Board of Review for a 3 year term expiring 04/20/26.

COUNCIL ACTION

Motion to confirm the following Mayoral appointment:

Kristin Kurutz, 6768 S. 35th St., Ald. Dist. Ald.Dist. 3 - Mayor Appointment for Board of Review for a 3 year term expiring 04/20/26.

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Tuesday, June 27, 2023 9:38 AM
To: Lisa Huening; Shirley Roberts; Karen Kastenson
Subject: Volunteer Fact Sheet

Name: Kristin Kurutz
PhoneNumber: 810-922-9447
EmailAddress: kristinkurutz@gmail.com
YearsasResident: 4.5
Alderman: 3
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: Social Security Administration
CompanyAddressJob1: 310 W. Wisconsin Ave, Ste. 300W, Milwaukee, WI 53202
TelephoneJob1: 866.495.0039 ext. 35112
StartDateandPositionJob1: July 2018 Attorney Advisor
EndDateandPositionJob1: Currently Employed Attorney Advisor
CompanyNameJob2: Legal Services of Eastern Michigan
AddressJob2: 436 S. Saginaw St, Flint, MI 48502
TelephoneJob2: 810-234-2621
StartDateandPositionJob2: April 2014 Volunteer Attorney

EndDateandPositionJob2: June 2018 Staff Attorney (Domestic relations and Expungement Attorney)
CompanyNameJob3: Shelton Legal Services
AddressJob3: no longer in existence
TelephoneJob3:
StartDateandPositionJob3: August 2013 Legal Intern
EndDateandPositionJob3: December 2013 Legal Intern
Signature: Kristin M. Kurutz
Date: 06/27/2023
Signature2: Kristin M. Kurutz
Date2: 06/27/2023
Address: 6768 S. 35 St Franklin, WI 53132
PriorityListing:

WhyInterested: I think the process afforded to residents to challenge their assessments is important function of the city given the annual nature of our assessments. The board serves and important impartial function to ensuring our residents are paying the fair amount of taxes rather than a potentially inflated value because of a rapidly changing housing market.

DescriptionofDutiesJob1: Draft decisions for claimants of Title II and Title XVI benefits. Draft overpayment decisions. Review records prior to hearing of remanded cases and voluminous case files.

DescriptionofDutiesJob2: Represent indigent/low income persons in all aspects of family law. Represent criminal defendants in expunging felony and misdemeanor records. Worked with the Fair Housing Center to author the Impediments to Fair Housing Study. Review testing data for Fair Housing Center and train testers and real estate agents/brokers on MI and federal fair housing laws.

DescriptionofDutiesJob3: Draft criminal motions Draft civil pleadings Communicate with clients regarding legal matters/case status. If you desire to speak with managing attorney of this firm please contact me and I can provide his personal information.

AdditionalExperience:

[See Current Results](#)

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">9-5-23</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Franklin Civic Celebrations Commission Report for the June 30-July 2, 2023 Civic Celebrations Event, Request for Spending Authority for 2024 and Summary of 2023 Activities</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.I.</p>

Attached are reports from John Bergner, Chairman of the Civic Celebrations Commission, requesting authority from the Common Council for the Commission to sign and execute contracts and agreements for the 2024 Franklin Civic Celebration. The event is planned for four days, July 3-July 6, 2024.

COUNCIL ACTION REQUESTED

Motion to accept and place on file the summary from the 2023 Civic Celebrations event, and allow John Bergner to execute contracts and agreements for the 2024 Franklin Civic Celebration event.

OR

As directed.



Request for Spending Authority 2024

AUGUST, 2023

I, John Bergner, Chairman of the Franklin Civic Celebrations Commission request authority to enter into contracts and agreements for the 2024 Franklin Civic Celebration. The dates and times will be:

- Wednesday, July 3rd - 5:00 pm to 11:00 pm
- Thursday, July 4th - 10:30 pm to 11:00 pm
- Friday, July 5th - 5:00 pm to 11:00 pm
- Saturday, July 6th - 3:00 pm to 11:00 pm

With your approval, I request authority to spend the following amounts for 2024:

	2024 Requested	2023 Actual
1. ENTERTAINMENT	\$30,000	\$28,100
2. FIREWORKS	\$30,000	\$30,000
3. RENTALS	\$20,000	\$17,885
4. PARADE	\$12,000	\$11,291
5 ICE CREAM	\$1,200	\$1,198
6. PRINTING	\$6,000	\$5,787
7. SUPPLIES, SIGNS,T-SHIRTS	\$8,000	\$16,111
8. MISC.	\$3,000	\$2,922
Totals:	\$110,200	\$113,294

With your approval, I request the annual general fund transfer from General Fund 01 to the Civic Celebration General Fund 29 be increased to \$30,000 per year from \$13,000 per year.

The 2023 Festival was a 3 day event and the 2024 Festival is a 4 day event.

Note: Police and DPW cost are not included in any of the amounts.




2023 FRANKLIN CIVIC CELEBRATION

JUNE 30 -JULY 2

INCOME STATEMENT

INCOME	2023	2022
	(3 days)	(4 days)
1. DONATIONS	\$24,549.00	\$24,317.00
2. TICKET SALES DEPOSITS	\$77,974.00	\$82,858.00
3. FOOD (NET)	\$18,180.95	\$17,622.19
4. CITY FUNDS	\$13,000.00	\$13,000.00
5. CARNIVAL COMMISSION	\$22,895.00	\$25,609.55
6. NON-FOOD/ LICENSES	\$600.00	\$250.00
7. HELICOPTER RIDES	\$0.00	\$0.00
8. ATM RENTAL	\$342.50	\$344.50
9. CORN HOLE	\$40.00	\$36.00
CASH FROM TICKET SALES:		
10. CASH PAID TO BADGER BAND	\$2,100.00	\$0.00
TOTAL INCOME	\$159,681.45	\$164,037.24

EXPENSES	2023	2022
1. ENTERTAINMENT	\$28,100.00	\$33,800.00
2. PRINTING, TICKETS	\$5,787.26	\$4,073.92
3. POLICE AND DPW	\$50,751.19	\$41,482.86
4. PARADE (INCLUDES FLAGS)	\$11,290.58	\$12,216.00
5. FIREWORKS	\$30,000.00	\$0.00
6. ICE CREAM	\$1,198.08	\$1,082.88
7. BEER	\$19,581.10	\$19,923.20
7A. WINE	\$0.00	\$1,575.00
8. SUPPLIES, NEW COOLERS INCLUDED \$6,320.00	\$7,624.37	\$1,420.89
9. RENTAL, TENT, BAR, TABLES, CHAIR, TOILETS	\$17,885.80	\$16,795.95
10. T-SHIRTS-	\$4,837.50	\$4,538.00
11. SIGNS, BANNERS	\$955.00	\$1,878.05
12. BACKGROUND CHECKS	\$175.00	\$175.00
13. GOLF CARTS	\$1,525.00	\$940.00
14. DPW SUPPLIES	\$2,693.95	\$3,099.67
15. POSTAGE	\$40.20	\$387.82
16. LIONS CLUB 1/2 NET PROFIT	\$1,925.00	\$2,490.00
17. SERVICES	\$0.00	\$385.10
18. THE WALL THAT HEALS	\$0.00	\$11,885.31
19. SODA	\$588.21	\$366.66 (84-12 packs)
20. ICE	\$1,397.40	\$1,368.01
21. GENERATOR FUEL	\$965.70	\$4,830.45
TOTAL EXPENSES	\$187,321.34	\$164,714.77
NET INCOME OR LOSS	-\$27,639.89	-\$677.53

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE September 5, 2023
Reports & Recommendations	West Elm Road Underground Storage Feasibility Report	ITEM NO. Ald. Dist. 4 G.2.

BACKGROUND

This item was discussed at the August 15, 2023 common council meeting and was held over to be discussed at the September 5, 2023 meeting with a conversation with Milwaukee County Supervisor Steve Taylor. Supervisor Taylor has been invited to the meeting and is expected to attend and discuss. The action sheet from the August 15, 2023 meeting is reprinted below in italics. The attachments have not been re-attached with the exception of the December 27, 2022 letter from Supervisor Taylor.

On August 23, 2022 the City sent a request for the County to donate a 10-acre easement for space to provide stormwater management in the Franklin Corporate Park. the letter stated that this would generate an estimated \$587,000 revenue annually to the County. On January 3, 2023, Milwaukee County Supervisor Steve Taylor appeared before the Common Council on January 3, 2023 to discuss the issue that involved a \$700,000 lease for a 10-acre property.

On January 17, 2023, Common Council authorized Amendment 7, to Task Order 5 to Ruckert & Mielke, Inc. for Feasibility of Storm Water Options for Elm Road Project that would utilize Milwaukee Metropolitan Sewerage District (MMSD) Green Funding to offset the net cost to the TID. The analysis was complex and the final report is about one month ahead of schedule. The report and select excerpts of the exhibits are enclosed. A copy of the report with the full exhibits are available for review at the City Engineering office during normal City Hall business hours.

ANALYSIS

To summarize, the Underground Storage Alternative is a feasible alternative to an Traditional Wet Detention Alternative. The costs are summarized on page 8 of the report and are as follows:

<i>Description</i>	<i>Traditional Wet Detention Alternative</i>	<i>Underground Storage Alternative</i>
<i>Construction for Elm Road Improvement Project</i>	<i>\$5,200,000</i>	<i>\$6,340,000</i>
<i>Easement on county Parks Parcel</i>	<i>\$700,000</i>	<i>\$0</i>
<i>MMSD Green Infrastructure Funding Grant</i>	<i>\$0</i>	<i>(\$1,500,000)</i>
<i>Engineering Design and Bidding Services</i>	<i>\$200,000</i>	<i>\$280,000</i>
<i>Total Cost</i>	<i>\$6,100,000</i>	<i>\$5,120,000</i>

Even though there is a significant financial advantage to Underground Storage Alternative, there are advantages to the Traditional Wet Detention Alternative:

- 1. Advantage that a stormwater pond is an infrastructure with known maintenance. DPW knows how to maintain these ponds as there are several other similar ponds owned and maintained by the City. Underground detention would require routine maintenance to remove sediment before it enters the underground chamber and clogs the infiltration areas. If routine maintenance is not performed adequately, a more extensive and time-consuming cleaning of the underground chambers would need to be performed.*

2. *Advantage that construction of W. Elm Road would be quicker. There are many utility companies that would need to relocate some buried facilities which takes significant time and utility coordination. In addition, construction of the underground facilities would disrupt traffic though W. Elm Road much longer than construction of an off-site and out of-the-way pond.*
3. *Advantage that construction of W. Elm Road would be less cumbersome. Significant excavation in W. Elm road would be difficult for exiting businesses along W. Elm Road to continue operations during construction of the facilities in front of or near their driveways.*
4. *Advantage that MMSD green funding could be allocated to other City projects, such as Water Tower Park.*

Staff suggests that the close to \$1 million difference between the alternatives is significant enough to endure the disadvantages of the underground storage alternative. However, if the County were to remove the \$700,000 easement cost, the roughly \$300,000 cost advantage is not worth the disadvantages of the underground storage alternative.

OPTIONS

- A. *Select underground storage for the design of W. Elm Road. If this is chosen, Staff will advise MMSD of the preference and draft a funding agreement to allow this to happen.*
- B. *Select the Traditional Wet Detention Alternative. If this is chosen, Staff will advise Milwaukee County of the choice and start working on a lease.*
- C. *Other direction to Staff. This option may include, but not limited to, more negotiation with Milwaukee County for the price of a lease, elimination of cost, etc.*

FISCAL IMPACT

In addition to Saputo and the other two new developments in TID 8, almost all conversations for new development projects express a need for improvement to W. Elm Road. Once the project is ready to bid, financial evaluations with new developments can be more accurately calculated.

RECOMMENDATION

At the direction of Common Council

Engineering Department: GEM



BOARD OF SUPERVISORS
Steve F. Taylor
17TH DISTRICT SUPERVISOR

December 27, 2022

Alderman,

Here is a brief recap of my verbal remarks at the December 20th Common Council Meeting. On May 17th the Common Council adopted Resolution 2022-7863 directing staff to negotiate with Milwaukee County to obtain land for storm water purposes. On or about August 26th I received a packet of information from Steve Olson and Shari Hanneman. On October 20th I met with Shari Hanneman, Peggy Steeno and John Regetz to discuss the City's request and I presented the terms I would support. If the Common Council was agreeable, I would assist getting approval of the Milwaukee County Board. Here are the terms:

- Easement to build stormwater basin would cost \$700,000 (\$70,000/acre)
- Half (\$350,000) would be spent in City of Franklin to enhance Milwaukee County Parkland (Grobschmidt, Park, Fitzsimmons Woods, and Franklin Savannah)
- Half (\$350,000) would be spent in a Milwaukee County Park located in Supervisor Martin's District

Alderman Hanneman mentioned the per acre cost at which time I pointed out the approximate \$120,000/acre it would cost to purchase the Biller property. Not only would that money leave Milwaukee County and the City of Franklin but it would also clearly lower the developable amount in the business park. This was pointed out in the documentation sent to Milwaukee County.

I spoke with Shari on December 2nd wanting to know that status of what we discussed. I relayed that if the city was interested, we should proceed now because it will take time to draft up an agreement and get both governmental bodies to sign off on. At this point I was told that "I can't come up with \$700,000" and the conversation ended.

I spoke at the Common Council meeting for several reasons. First, that the status of the negotiations was not presented to the Common Council and one alderman cannot speak for the rest of the body. Secondly, recent Waukesha water easement negotiations hit a snag when it reached the County Board. The original offer was \$100,000 for 75 acres. The Board balked and it ended up being \$250,000 (\$333,333/acre). I only mention this because the fair price I proposed may not be the end amount once Board starts deliberating.

I leave you with these final thoughts. Steve Olson started talking to me about this over a year ago. He told me that Sup Logsdon had no desire to assist, and the County Executive wouldn't spend time on it without the support of the sitting Supervisor. Shortly after I was elected Olson wanted to move forward quickly and was proven by the fact that a month after I was sworn in a resolution was put before the Common Council. Now there seems to be no sense of urgency and if I was sitting in your seat I would ask why. You approved the resolution and now know the terms. It is your decision on whether you want to work with Milwaukee County or Scott Biller. Doing nothing isn't an option unless things are being concealed from you. Please feel free to reach out to discuss. All My Best!!

Steve F. Taylor

MILWAUKEE COUNTY COURTHOUSE

901 North 9th Street, RM 201 • Milwaukee, WI 53233

Phone (414) 278-4263 • Fax (414) 223-1380 • steve.taylor@milwaukeecountywi.gov • county.milwaukee.gov/SteveTaylor

"Any definition of a successful life must include serving others." – George H. W. Bush

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>H</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">9/5/23</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council approval/extension of the "Milwaukee County Equipment Sharing Agreement"</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.3.</p>

In 2021, Council approved a fire department request to sign on to the "Milwaukee County Equipment Sharing Agreement," that allows departments to lend or borrow equipment or apparatus, up to and including heavy fire apparatus and ambulances. The agreement was vetted by legal counsel representing the insurers of all 19 Milwaukee County municipalities; including of the League of Wisconsin Municipalities, CVMIC, and the City of Milwaukee's Corporation Counsel.

The original agreement had a term of two years, with possible annual extensions as approved/authorized by each municipality. All Milwaukee County Shared Services fire departments are in consensus that the Equipment Sharing Agreement has been very successful, and Franklin has benefitted significantly by being able to borrow apparatus during prolonged periods when both a fire engine and ambulance had to have extensive repairs. In turn, FFD has loaned out equipment such as power-cots to other departments while their equipment was being repaired or serviced.

The revised agreement is identical in language to the original agreement vetted by the insurance companies, with the exception that it eliminates the annual renewal/extension process, and instead gives any municipality the ability to opt out with notice to all other municipalities.

As stated, this arrangement has been extremely positive for the City and its customers, stakeholders, and taxpayers; and the fire chief highly recommends approval of the revised agreement.

COUNCIL ACTION REQUESTED

Motion to approve Fire Department continued participation in the "Milwaukee County
Equipment Sharing Agreement"



**Milwaukee County Association
of
Fire Chiefs**



To: Milwaukee County Fire Chiefs

From: Robert Whitaker, Secretary/Treasurer

Date: August 25, 2023

Re: Equipment Sharing Agreement Between Milwaukee County Fire Departments

In Summer 2021, the Milwaukee County Fire Chiefs worked with attorneys from CVMIC, the League of Wisconsin Municipalities Insurance and the City of Milwaukee to develop an equipment sharing agreement between Milwaukee County fire departments

After a consensus agreement was reached with the three attorneys, twelve fire departments entered into the agreement. The agreement adopted in 2021 had a two-year term with the option for three additional single year terms. Rather than needing to re-approve this agreement annually, the Milwaukee County Fire Chiefs are recommending amending the agreement to be long-standing with a thirty-day termination notice.

The amended agreement is attached. If you are interested in continuing to be part of this Agreement, please move it through your approval process and return the signed document to me with any updated contact information required in the Agreement.

Representing Fire Chiefs from:

*- Cudahy - Hales Corners - Franklin - Greendale - Greenfield - Milwaukee -
- Milwaukee County Airport - North Shore - Oak Creek - South Milwaukee -
- St. Francis - Wauwatosa - West Allis - Wisconsin Air National Guard -*

EQUIPMENT SHARING AGREEMENT BETWEEN MILWAUKEE COUNTY FIRE DEPARTMENTS

Pursuant to Wis. Stat. §§ 66.0301 and 66.03125, this Intergovernmental Cooperation Agreement (“Agreement”) is entered into as of the date signed by the respective parties, each a Wisconsin municipal corporation acting by and through its fire department, each with proper authorization to execute this Agreement (herein referred to collectively as “the Parties” or “the Departments” or singularly as “Party” or “Department”) for the sharing of fire and emergency medical services apparatus and equipment. Participating agencies should create a list of equipment eligible for sharing.

RECITALS:

The Parties are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin with the power to carry on their business as it is now being conducted under the Constitution, the statutes of the State of Wisconsin, and their respective Municipal Codes.

The Parties are interested in occasionally sharing equipment to ensure efficient and effective operations.

The Parties desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities;

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

PURPOSE

The purpose of this Agreement is to create a system for the occasional sharing of motor vehicles, equipment, tools and machinery (collectively referred to in this agreement as “Equipment”) between the Parties for efficiency and effectiveness of operations.

The Parties agree to make available to each other vehicles, equipment, tools, machinery, and related items in the manner and pursuant to the terms and conditions provided in this agreement. A Party supplying Equipment shall be designated the “Provider.” A Party receiving Equipment shall be designated the “Borrower.”

TERM

This Agreement shall be in full force and in effect with the passage and approval of an authorizing ordinance or resolution by all participating member municipalities, in the manner provided by law, and upon the signing of this agreement by the Village President or City Mayor or authorized representative and the comptroller or clerk, as applicable.

Parties may withdraw from the Agreement in accordance with the Termination Section of the Agreement.

EQUIPMENT USAGE

- a. Usage Scenarios. Instances in which Equipment owned by a party to this Agreement is operated by another party to this Agreement shall fall into two categories:
 1. Just In Time Operations: Non-pre-planned operation of equipment
 2. Short-Term Sharing: The Parties agree to permit Equipment to be used pursuant to this agreement for a time period not to exceed thirty (30) days. Equipment usage that exceeds that timeframe will be reassessed by the parties and requires execution of an additional agreement between the parties.
- b. Operator Qualifications. The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record. All equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. In cases of Short-Term Lending, borrower shall make available to Provider upon request proof of training, licensing, and qualifications of operator prior to release of Equipment.
- c. Usage Requirements. Equipment shared under this Agreement shall be used by Borrower's employees only to conduct official business. Borrowers shall use and operate Equipment only for its intended purpose, in a careful manner and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower's employees to use Equipment shared under this Agreement.

JUST IN TIME OPERATIONS

"Just In Time Operations" are those operations occurring at emergent responses where personnel from assisting agencies may be needed to operate other municipalities' vehicles/apparatus. Early identification of needs is key to assessing and handling these situations, which includes the following considerations:

It is preferred that personnel from the Department owning the vehicle operate the vehicle/apparatus, and, if additional personnel are necessary for mitigating an emergency while the vehicle is being operated, those personnel be requested from a Department that does not own the vehicle/apparatus.

If all personnel from the Department owning the vehicle are needed to mitigate the emergency and a driver is needed to operate an apparatus/vehicle owned by another Department, the following should occur:

1. Officer in charge of apparatus/vehicle needing operation should communicate with the incident commander that assistance is needed in driving the apparatus/vehicle.
2. Incident Commander should identify a driver to assist.

3. The member selected to drive should review the “just in time” training document specific to the vehicle/apparatus.
4. Officer in charge should strongly consider directing the vehicle/apparatus be operated in a non-emergency status during “just in time” operation.
5. Wisconsin Statute pertaining to Emergency Vehicle Operations always applies.
6. The provisions of this agreement relating to negligence shall apply to the aiding Operator.

SHORT TERM SHARING

a. **Borrower Responsible for Charges and Fees.** Borrower is responsible for all fines and other liens that might be incurred against equipment shared under this Agreement, and shall hold the Provider harmless from and against any and all fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with the use of shared Equipment.

b. **Fuel.** Borrower shall be responsible for supplying all fuel used during the period it borrows the Equipment. Provider shall ensure that the fuel tank(s) are full when Borrower picks up the Equipment, and Borrower shall ensure that the fuel tank(s) are full when it returns the Equipment to Provider.

c. **Charges for Equipment.** Lender shall not charge Borrower for use of equipment unless there would be reimbursement from a third party.

d. **Delivery/Pickup.** Borrower shall be responsible for picking up and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree to other arrangements. Equipment may generally be picked up and returned between standard business hours. However, it is understood that when dealing with the necessity of emergency equipment, requests may occur at hours outside of standard business hours.

e. **Notification.** Borrower shall contact Provider as well in advance as reasonably possible of each pick-up and delivery to confirm. The acceptance of any request is at the discretion and timing of the Provider.

f. **Condition of Equipment.** Provider shall ensure that any Equipment being shared is serviced consistent with recognized industry standards prior to Borrower’s pick-up.

g. **Inspections.** Providers sharing Equipment under this agreement certify that the Equipment is in good repair and ready for the intended use. Equipment shared under this Agreement shall be inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again when returned. The inspections shall include an examination of the tires on the Equipment, which the Parties must agree are sound at the time Borrower picks up the Equipment, and which must have adequate tread depth to ensure safe and legal operation during the share period. The results of these inspections shall be documented on an Equipment Inspection Form and on a High Wear Item Inspection Form (if used by the provider or borrower). Digital photographs of the equipment should be taken at the time of pickup to ensure that any existing damage is documented appropriately.

h. Operations and Safety Manuals. Provider shall make a copy of all Equipment operation and safety manuals available to Borrower at the time of Equipment delivery.

i. Contact Person. Each Party agrees to appoint a person or persons to act as liaison(s) for each rental request and inspection and to otherwise facilitate the orderly and efficient distribution of equipment-sharing requests and related information. Contacts by agency are as indicated below:

A list of each Department's contact person shall be maintained by the Milwaukee County Association of Fire Chiefs or its designee.

j. Maintenance and Repair of Equipment. Borrower shall be responsible for performing all required maintenance during the share period, such as fluid level checks and daily pre-trip inspections.

k. Borrower shall be responsible for the following items during the share period:

1. Tire repair and replacement of any damaged tires that cannot be safely repaired;
2. Replacement of any damaged or worn-out tools such as cutting edges and bits;
3. Replacement of any windows or windshields that are cracked or damaged;
4. Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period, including but not limited to replacement of defective lighting or mirrors, adjustment of hinges or latches, adding fluids to correct levels, and adding air to tires. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments as described above, Borrower is to promptly notify Provider of specific issue prior to utilizing Equipment.

Any repairs or replacements made by Borrower pursuant to the requirements of this agreement shall be performed by qualified personnel; specifically, persons or contractors employed by Borrower to maintain and repair Borrower's own fleet equipment.

Notwithstanding anything contained herein to the contrary, Provider shall be responsible for latent defects that may occur during the normal operation of Equipment by borrower.

1. Provider shall be responsible for the repair or replacement of Equipment when:

1. Equipment fails during its normal operation, and;
2. Equipment, is being used as intended by the manufacturer, and;

3. Equipment has received all manufacturer required maintenance during its use by the Borrower.
- m. Borrower shall reimburse Provider for the cost of repair or replacement of Equipment when:
1. Operating Equipment outside of its normal operation, or;
 2. Operating Equipment in a manner not intended by the manufacturer, or;
 3. Operating Equipment without performing required maintenance.
- n. Borrower shall not claim damages from the Provider in the form of monetary, lost efficiency or time or consequential damage as a result of equipment failure.
- o. Borrower Responsibility for Damage. Borrower shall be responsible for the cost of repairing all damage to equipment incurred during the share period that is not considered to be normal wear and tear necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items identified in each Provider's Equipment Catalog and as noted on each Provider's Equipment Inspection Form.
1. Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period.
 2. Provider shall be responsible for the cost of repairing all Equipment damage due to accidents caused by equipment defects.
 3. In cases of equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. Provider shall submit an invoice to Borrower, equal to eighty percent of the current retail market value of the Equipment prior to the damage as determined by an independent appraisal, for any Equipment determined to be a total loss.

In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower shall seek reimbursement from the third party's insurance carrier. If the reimbursement is greater than eighty percent of the retail market value prior to the damage, Borrower shall give the entire amount of the reimbursement to Provider.

Provider shall not be entitled to consequential damage for the loss of use of the equipment due to accidental damage.

WARRANTY

Provider is neither a manufacturer nor supplier of the Equipment and therefore makes no warranties, express or implied, including, without limitation, the condition of the equipment, its design, capacity, performance, construction, workmanship, or fitness for any particular use. All Equipment is shared on an "as-is" basis. Provider shall not be responsible or liable to Borrower for any loss, delay, or damage of any kind resulting from defects in or accidental breakage of Equipment shared under this agreement.

INSURANCE

During the term of this agreement, each Party will keep in force, at its own expense, insurance requirements as specified by the Parties. It is understood by the Parties that the City of Milwaukee is self-insured.

EMPLOYMENT STATUS & LIABILITY

Nothing in this Agreement shall alter the employment status of any employee providing services under this Agreement. Employees shall at all times continue to be subject to all standards of performance, disciplinary rules, and other terms and conditions imposed by their employer. No Party shall be responsible for the direct payment of any salaries, wages, compensation, or benefits of any employee of another Party to this Agreement. Any employee of any Party, while providing services under this Agreement, shall be covered by that Party for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 of the Wisconsin Statutes, and any civil liability.

For the purposes of third party claims or lawsuits, each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment, services, or labor under this Agreement.

NO WAIVER

The Parties acknowledge and affirm that they are governmental entities entitled to immunities pursuant to, among other provisions, common law and Wis. Stat. § 893.80, and agree that nothing contained in this Agreement is intended as a waiver of any defenses, immunities, or limitations to which they are entitled.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

TERMINATION

Any Party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice to all other Parties. In the event of such termination, all costs incurred up to the date of termination shall be the responsibility of the User.

ENTIRE AGREEMENT & AMENDMENT

This Agreement represents a complete understanding of the Parties with respect to its subject matter and may not be amended except in writing. The Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one and the same document.

The Municipality/Department signatory certifies that this Apparatus Sharing Agreement has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is attached hereto.

Upon receipt of this local signatory, the Fire Chief shall provide this document to the Secretary/Treasurer of the Milwaukee County Association of Fire Chiefs to acknowledge and apprise all parties participating in this agreement.

Signatory

Date

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">✱</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">9/5/23</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Approval to Purchase additional firefighting hose and related hardware at a cost not to exceed \$36,000</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.4.</p>

The Fire Department is seeking council approval to purchase additional fire hose to increase the compliment carried on our three existing engine companies, as well as outfitting a reserve engine. Because of the substantial number of recently constructed and planned large commercial and industrial structures within our response area, the department needs to increase the amount of fire hose carried on each existing engine in order to conduct efficient and effective fire suppression operations within these expansive structures. Additionally, with the expected delivery of a new engine, the department plans to retain a current engine in reserve status for use when current units are out of service for maintenance or repair. In order to keep the reserve apparatus in a ready state it is necessary to outfit the unit with fire hose and related nozzles and hardware.

This purchase was prioritized highly in the department's 2023 capital improvement budget request, and the appropriation was included in the Mayor's recommended budget, as approved by Council. That appropriation will fund 100% of the purchase cost (Fund 41-0221-5815). A quotation from Air One Equipment is attached with this action.

COUNCIL ACTION REQUESTED

Motion to approve Fire Department purchase of additional firefighting hose and related hardware with existing appropriation in the 2023 Capital Improvement Fund 41-0221-5815, at a cost not to exceed \$36,000.



360 Production Drive
 South Elgin, IL 60177
 Phone 847-289-9000
 Fax 847-289-9001
 Email airone@aoe.net

QUOTATION
 VALID FOR 30 DAYS

Date	Quote #
8/7/2023	28132

Sold To
Franklin Fire Department 8901 W Drexel Avenue Franklin, WI 53132 Attn Kurt

Ship To
Franklin Fire Department 8901 W Drexel Avenue Franklin, WI 53132

PLEASE DO NOT PAY OFF OF THIS QUOTE. A FINAL INVOICE WILL BE SENT ONCE ORDER IS COMPLETE.	Quoted By	P O No	Terms	Salesman
	AA		Net 30	AA

Item	Description	Qty	Cost	Amount
DP17-1000X50'O-ARN	KEY FIRE HOSE COMBAT READY 1 75" X 50' ORANGE DOUBLE JACKET ATTACK HOSE	50	294 50	14,725 00
XMISC	TO BE STENCILED ON BOTH ENDS WITH FRANKLIN FIRE DEPARTMENT 172 THROUGH 221 KEY FIRE HOSE COMBAT READY 1 75" X 10' YELLOW DOUBLE JACKET ATTACK HOSE	5	105 00	525 00
XMISC	TO BE STENCILED ON BOTH ENDS WITH FRANKLIN FIRE DEPARTMENT 190 THROUGH 194 KEY FIRE HOSE COMBAT READY 1 75" X 10' RED DOUBLE JACKET ATTACK HOSE	5	105 00	525 00
RC50-450X100Y-STRZ	TO BE STENCILED ON BOTH ENDS WITH FRANKLIN FIRE DEPARTMENT 195 THROUGH 199 KEY FIRE HOSE. PRO-FLOW LDH 5" X 100' YELLOW RUBBER LARGE DIAMETER HOSE	10	809 00	8,090.00
RC50-450X40'Y-STRZ	TO BE STENCILED ON BOTH ENDS WITH FRANKLIN FIRE DEPARTMENT 553 THROUGH 562 KEY FIRE HOSE PRO-FLOW LDH 5" X 40' YELLOW RUBBER LARGE DIAMETER HOSE	2	539 00	1,078 00
	TO BE STENCILED ON BOTH ENDS WITH FRANKLIN FIRE DEPARTMENT 551 AND 552			

Freight charges are added when invoiced unless otherwise noted.

3% PROCESSING FEE FOR CREDIT CARD PAYMENTS OVER \$500

Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee
 Items ordered in connection with natural disasters, pandemic or like situations cannot be
 returned and orders for such items cannot be cancelled after 10 days of Seller's receipt

Subtotal
Sales Tax (0 0%)
DO NOT PAY- INVOICE TO FOLLOW
Total



**AIR ONE
EQUIPMENT, INC.**

360 Production Drive
 South Elgin, IL 60177
 Phone 847-289-9000
 Fax 847-289-9001
 Email airone@aoe.net

QUOTATION

VALID FOR 30 DAYS

Date	Quote #
8/7/2023	28132

Sold To
Franklin Fire Department 8901 W Drexel Avenue Franklin, WI 53132 Attn Kurt

Ship To
Franklin Fire Department 8901 W Drexel Avenue Franklin, WI 53132

PLEASE DO NOT PAY OFF OF THIS QUOTE. A FINAL INVOICE WILL BE SENT ONCE ORDER IS COMPLETE.	Quoted By	P O No	Terms	Salesman
	AA		Net 30	AA

Item	Description	Qty	Cost	Amount
DP25-800X50'W-ARN	KEY FIRE HOSE BIG 10 2 5" x 50' WHITE DOUBLE JACKET ATTACK HOSE	35	217 50	7,612.50
SHIPPING & HANDLING	TO BE STENCILED ON BOTH END WITH FRANKLIN FIRE DEPARTMENT 383 THROUGH 517 SHIPPING & HANDLING - FREE DELIVERY	1	0 00	0 00

Freight charges are added when invoiced unless otherwise noted.	Subtotal	\$32,555 50
3% PROCESSING FEE FOR CREDIT CARD PAYMENTS OVER \$500	Sales Tax (0.0%)	\$0 00
Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt	DO NOT PAY- INVOICE TO FOLLOW	
	Total	\$32,555 50

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/05/2023
REPORTS & RECOMMENDATIONS	Authorize a Budget Amendment Request for Municipal Court Staffing Needs	ITEM NUMBER G5

BACKGROUND

The Municipal Court has been experiencing staffing concerns. The department is currently staffed with two full-time and one part-time employees. Kari Kowalski, one of the full-time employees, is retiring. Kari's last day is projected to be September 20, 2023. However, Kari has sick and vacation time, which will cover her paid time off through December 1, 2023, with approximately 10-12 days extra she will need to be paid through. Staff recommends filling Kari's position with the other full-time employee, Amanda Baumgart, and then filling Amanda's position after that. The part-time employee can work about 150 hours of overtime if needed, with approximately 60-80 hours per pay period until September 20, 2023, and a new full-time person is hired to take the full-time vacancy left by filling Kari's position with Amanda.

Fiscal Impact

The attached financials assume the part-time employee works the maximum hours she is allowed. At the same time, Amanda would receive a 7.5% pay increase and move into Kari's position officially, effective September 25, 2023.

Judge Fred Klimetz will be in attendance and is willing to answer any questions.

RECOMMENDATION

There are two options for funding the municipal court personnel deficit brought on by this unpredicted situation.

1. Increase the Municipal Court expenditure budget to cover the extra costs without taking the money from any other account or increasing a revenue account. Essentially, this results in taking the increase out of the fund balance.
2. Reduce the budget in account 01-0199-5114 SEVERANCE PAYMENTS and add it to the Municipal Court budget to cover the deficit. There is a 2023 budget of \$75,000 in this account. This was budgeted for any unexpected retirements requiring severance payments during the year. Kari's retirement was not expected for 2023; therefore, it is logical we would fund the Municipal Court Personnel account 01-0121-5111 with the necessary expenditure required from the Severance Payments account.

Staff recommends option 2.


COUNCIL ACTION REQUESTED

Motion to authorize staff to transfer the necessary expenses to cover Kari Kowalski's retirement from the Severance Payments fund account 01-0199-514 to the Municipal Court Personnel account 01-0121-5111 to provide Amanda Baumgart with a 7.5% pay increase aligning with the workload Amanda has already put forth and will be expected to do as Kari's successor.

08/21/2023

ACCOUNT BALANCE REPORT FOR CITY OF FRANKLIN
PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	Exported from BS&A				PERIOD		8/25/23 PR thru 12/29/23 PR		KARI	
		2023		2023		7/31/2023		27 9989		8/25 PROJECTED	
		ORIGINAL BUDGET	AMENDED BUDGET	BALANCE DR.(CR)	Unposted July JE's	Adjusted Balance	Unposted August JE's	24,3899	24,3899	12/31/23	Variance
Fund 01 - GENERAL FUND											
Dept 0121 - MUNICIPAL COURT											
PERSONNEL SERVICES											
01-0121-5111	SALARIES-FT	109,074.00	109,074.00	61,354.20	4,709.26	23,572.67	23,238.86	112,875.00			
01-0121-5113	SALARIES-PT	43,469.00	43,469.00	25,347.43	878.04	8,750.00	12,585.19	47,560.66			
01-0121-5117	SALARIES-OT	1,200.00	1,200.00	0.00	0.00			0.00			
01-0121-5118	COMPTIME TAKEN	0.00	0.00	916.64				916.64			
01-0121-5118	HOLIDAY PAY	8,046.00	8,046.00	5,728.04	97.56			5,825.60			
01-0121-5134	VACATION PAY	11,495.00	11,495.00	5,953.42	111.96			6,065.38			
01-0121-5135	Sub-total - Wages	173,284.00	173,284.00	99,299.73	0.00	23,572.67	12,585.19	173,243.28			
01-0121-5133	LONGEVITY	420.00	420.00	245.00		50.00		100.00			
01-0121-5151	FICA	13,288.00	13,288.00	7,343.27	423.98	669.40	962.77	12,680.91			
01-0121-5152	RETIREMENT	6,422.00	6,422.00	4,934.26	327.84	1,606.34		8,279.90			
01-0121-5153	RETIREE GROUP HEALTH	127.00	127.00	70.00	70.00			70.00			
01-0121-5154	GROUP HEALTH & DENTAL	7,797.00	7,797.00	4,910.22	350.73	148.68	74.34	2,607.60			
01-0121-5155	LIFE INSURANCE	660.00	660.00	265.72	19.46	73.71	16.38	450.87			
01-0121-5156	WORKERS COMPENSATION INS	243.00	243.00	141.00	8.00	12.25		244.62			
01-0121-5162	EMPLOYER HSA CONTRIBUTION	0.00	0.00	62.50	(62.50)			62.50			
	Sub-total -Benefits	28,957.00	28,957.00	17,971.97	1,192.51	681.65	1,071.11	30,275.37			
PERSONNEL SERVICES											
		202,241.00	202,241.00	117,271.70	(62.50)	27,291.61	13,656.29	203,518.65			(1,277.65)
NON PERSONNEL SERVICES											
01-0121-5219	OTHER PROFESSIONAL SERVICES	1,900.00	1,900.00	750.00				395.00			
01-0121-5257	SOFTWARE MAINTENANCE	12,000.00	12,000.00	11,705.00				12,680.91			
01-0121-5298	COLLECTION SVCS/DOT SUSP FEE	700.00	700.00	276.00				8,279.90			
01-0121-5312	OFFICE SUPPLIES	1,000.00	1,000.00	348.25				70.00			
01-0121-5410	DMV ACCESS SERVICE	1,600.00	1,600.00	1,125.00				244.62			
01-0121-5422	SUBSCRIPTIONS	100.00	100.00	0.00				32.67			
01-0121-5424	MEMBERSHIPS/DUES	200.00	200.00	145.00				62.50			
01-0121-5425	CONFERENCES & SCHOOLS	1,600.00	1,600.00	700.00				50.00			
01-0121-5429	JURY/WITNESS FEES	100.00	100.00	21.00				21.00			
	NON PERSONNEL SERVICES	19,200.00	19,200.00	15,070.25				15,070.25			
Net - Dept 0121 - MUNICIPAL COURT											
		221,441.00	221,441.00	132,341.95				132,341.95			

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE September 5, 2023
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement with the Developer of Woodfield Trail Condominiums, Located at 12000 W. Loomis Road (TKN 891 9011 000)	ITEM NO. Ald. Dist. 6 <i>G.6.</i>

BACKGROUND

Pursuant to the approval of the Woodfield Trail Condominium Development, it is necessary to enter into a development agreement (DA), at an estimated cost of improvements to the developer of \$1,446,070.00. The developer is Boomtown, LLC.

The condominium plat was approved by Common Council on September 6, 2022 (Resolution 2022-7895).

ANALYSIS

This agreement provides for the necessary public improvements required for the Woodfield Trail Condominium development. Included in the agreement is the extension of public roads, storm sewer, sanitary sewer, and water main throughout the site.

OPTIONS

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

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

FISCAL NOTE

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

RECOMMENDATION

Motion to adopt Resolution No. 2023-_____ a resolution authorizing certain officials to execute a development agreement with the developer of Woodfield Trail Condominiums, located at 12000 W. Loomis Road (TKN 891 9011 000).

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF WOODFIELD TRAIL
CONDOMINIUMS, LOCATED AT
12000 W. LOOMIS ROAD (TKN 891 9011 000)

WHEREAS, the Common Council at its regular meeting on September 6, 2022,
recommended approval of the condominium plat; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly
planned development of Woodfield Trail Condominiums; and

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

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

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

WOODFIELD TRAIL

September 2023

**DEVELOPMENT AGREEMENT
FOR
WOODFIELD TRAIL**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 2023, by and between Boomtown LLC, a Wisconsin Limited Liability Company, hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH.

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

WHEREAS, the Developer having applied to the City for Natural Resources Special Exception, Special Use Site Plan and Condominium Plat, and the approval[s] thereof by the City of Franklin Plan Commission and City of Franklin Common Council, providing that as a condition of approving the Development, that the Developer shall make and install, or have any public improvements reasonably necessary, and as hereinafter set forth; and

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

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

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

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

of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is One Million , Four Hundred Forty-Six Thousand, Seventy and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$1,446,070 00, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address

indicated on the Financial Guarantee, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

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

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Development shall be as determined by the City Engineer.

- (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
- (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer,

- (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;
 - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. 14 (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

<p>A General/Commercial Liability <i>To be provided by the Developer's subcontractor, Reesman's Excavating & Grading Inc</i></p>	<p>\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$3,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
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<p>B Automobile Liability <i>To be provided by the Developer's subcontractor, Reesman's Excavating & Grading Inc</i></p>	<p>\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>C Contractor's Pollution Liability <i>To be provided by the Developer's subcontractor, Reesman's Excavating & Grading Inc</i></p>	<p>\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>D Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability <i>To be provided by the Developer's subcontractor, Reesman's Excavating & Grading Inc</i></p>	<p>\$15,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis Umbrella is excess over the underlying General Liability</i></p>
<p>E. Worker's Compensation and Employers' Liability <i>To be provided by the Developer's subcontractor, Reesman's Excavating & Grading Inc</i></p>	<p>Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i></p>
<p>F Professional Liability (Errors & Omissions) <i>To be provided by the Developer's subcontractor, Pinnacle Engineering Group, Inc</i></p>	<p>\$2,000,000 single limit</p>

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

- 15 The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13

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

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

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

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

SEALED IN PRESENCE OF: _____
Boomtown, LLC

By: _____
Name: _____
Title: _____

Party of the First Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally came before me this _____ (day) of _____, 20_____, the above named _____ of _____ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority.

or

This instrument was acknowledged before me on _____ (date) by _____ (name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).

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

CITY OF FRANKLIN

By: _____
Name: John R. Nelson
Title: Mayor

COUNTERSIGNED

By: _____
Name: Karen L. Kastenson
Title: City Clerk

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
WOODFIELD TRAIL**

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

**EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
WOODFIELD TRAIL**

**LEGAL DESCRIPTION
OF DEVELOPMENT**

Lot 1 of Certified Survey Map No 9338, recorded as Document Number 11148158 with the Milwaukee County Register of Deeds.

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
WOODFIELD TRAIL

<p>GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS</p>

Description of improvements required to be installed to develop the Woodfield Trail Condominium Development

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

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

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

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

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
WOODFIELD TRAIL

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

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

II. LOT SIZE AND UNIT SIZE

A. Units

- 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement

III. WATER SYSTEM

A. Availability

- 1. Each and every lot in the Development shall be served by a water main.
- 2. The Developer shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Development as directed by the City Engineer
- 3. Laterals shall be laid to each and every building. Size shall be approved by the City Engineer.

- 4 Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

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

IV SANITARY SEWER SYSTEM

A. Components

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

B Availability

- 1 Each and every building in the Development shall be served by a sanitary sewer.
- 2 Laterals shall be laid to the lot line of each and every building.
- 3
 - a) The Developer shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Development as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.
 - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Development as described in Section IV. B 3.(a) above, the City is hereby granted the right to install said extensions within the Development at the expense of the Developer. All costs for installing sewer systems outside of the boundaries of the Development shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis Stat. § 66.0701 Special assessments by local ordinance, and §207.15 Special assessments, of the Municipal Code

V. STORM WATER MANAGEMENT

A. Components

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

B. Endwalls

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

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The aesthetic design of said structures shall be approved by the Architectural Board.
3. The structural design of any retaining wall of three feet in height or more, shall be done by a licensed professional engineer registered in the State of Wisconsin

D Responsibility of Discharged Water

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

VI. STREETS

A. Location

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

B. Names

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

C. Construction

- 1 All streets shall be built in accordance with the specifications on file in the City Engineer's Office.
- 2 All streets shall be constructed with 8" of stone base and 4" of A/C binder course prior to Development certification. The 2" A/C surface course shall be installed when 90% of the lots within the Development have been built upon or at the discretion of the City Engineer.

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

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

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

D. Snow Removal and Ice Control

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

- a) The plat is recorded; and

- b) The streets have been provisionally approved by the City.

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:
 - a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Developer and the City.
 - b) Side slopes no steeper than 4:1
 - c) Landscaped in accordance with the applicable City regulations and/or approvals conditions for the Development for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer
2. Pedestrian
 - a) The public recreational trails shall be constructed and installed in accordance with the plans approved by the City Engineer.
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) The necessary storm water management facilities have been rough grade certified by the design engineer and approved by the City Engineer..
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.

- e) All Development monuments have been set
 - 2 Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.
- B. Occupancy Permits
- 1. No temporary occupancy permits shall be issued until:
 - a) Streets have been paved except for the final lift of asphalt.
 - b) The gas, telephone and electrical services have been installed and are in operation.
 - c) The water system is installed, tested and approved
 - d) The site is stabilized and the necessary storm water management facilities have been re-certified by the design engineer and approved by the City Engineer.

IX DEED RESTRICTIONS

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

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that

cost does not exceed \$250,000.00, a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000 00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

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

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR WOODFIELD TRAIL

ESTIMATED IMPROVEMENT COSTS

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

Said costs for the project are estimated to be as follows

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$223,718.43
Sanitary System	\$191,726.80
Water System	\$191,281.56
Storm Sewer System	\$245,794.83
Paving (including sidewalk)	\$160,295.00
Street Trees (21 x \$400/lot)	\$8,400.00
Street Lights (1) @ approximately \$5,000/ea.	\$5,000.00
Street Signs	\$2,500.00
Underground Electric, Gas and Telephone	\$80,000.00
Retention Basin	Included in Grading
SUBTOTAL	\$1,180,716.62
Engineering/Consulting Services	\$38,000.00
Municipal Services (7% of Subtotal)	\$77,610.16
Contingency Fund (20% of Subtotal)	\$221,743.32
TOTAL:	\$1,446,070 00

Total: One Million , Four Hundred Forty-Six Thousand, Seventy and 00/100 Dollars.

APPROVED BY: _____ Date: _____
Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
WOODFIELD TRAIL

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

8. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
9. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
10. The Developer shall install an 8-inch diameter water main on S Sophia Court from the existing water main located on W Ryan Road, north of the Development.
11. Prior to commencing any land disturbance, the Developer shall employ a forestry expert approved by the City Forester to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Environmental Commission, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.
12. The Developer shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
13. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or owners association.
14. The Developer shall create a Condominium Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Condominium Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the UDO, prior to recording of the Condominium Plat. The Developer is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Condominium Association.
15. Condominium Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management systems and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.
16. Construction Requirements:
 - a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.

- b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from West Ryan Road
17. The Developer shall provide for the connection to the existing West Ryan Road and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
WOODFIELD TRAIL

CONSTRUCTION SPECIFICATIONS

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

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

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">✕</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">September 5, 2023</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Authorizing Certain Officials to Execute an Agreement with Carl Collective (Trozzolo Creative Resources Inc.), for Marketing Materials Development Professional Services</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.1.</p>

Annexed hereto is a copy of the above-entitled Resolution and the Agreement with Attachment A thereto.

At its May 16, 2023 meeting the Common Council directed staff to solicit proposals from qualified vendors to provide marketing collateral to the City of Franklin. As directed, the City's Economic Development Commission collaborated with staff to select a firm and negotiate an agreement for submission to the Common Council for approval (Agreement annexed hereto).

As proposed to the Common Council, the initial agreement contains deliverables pertaining to economic development marketing materials including: Business Development Guide, business park fliers, stock photography, webpage development and, potentially, other marketing collateral.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement with Carl Collective (Trozzolo Creative Resources Inc.), for Marketing Materials Development Professional Services.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2023-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH CARL COLLECTIVE (TROZZOLO CREATIVE RESOURCES INC.), FOR MARKETING MATERIALS DEVELOPMENT PROFESSIONAL SERVICES

WHEREAS, the Economic Development Commission having received Common Council approval to solicit proposals for development of marketing materials for the City and having received said proposals and having negotiated a services agreement with a vendor; and

WHEREAS, Carl Collective (Trozzolo Creative Resources Inc.), is a professional marketing services organization respected for its expert services regarding community promotional services and Carl Collective has proposed to provide such necessary services with regard to generating marketing materials for the City of Franklin; and

WHEREAS, the Common Council upon the recommendation of the Economic Development Commission and City staff having reviewed such proposed agreement for professional services and having found same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement to Provide Marketing Materials Development with Carl Collective, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Director of Economic Development be and the same are hereby authorized to execute and deliver such agreement.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

APPROVED:

ATTEST:

John R. Nelson, Mayor

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of August 2023, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Trozzolo Creative Resources, Inc (dba Carl Collective) (hereinafter "CONTRACTOR"), whose principal place of business is 811 Wyandotte St, Kansas City, MO 64105

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 marketing services;

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 marketing services, as described and incorporated herein as Attachment A, and additional proposals also to become future additions to 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 and not to exceed the budget in Attachment A, 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 approved in Attachment A. For services rendered, monthly invoices will include a report that clearly states 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. The City's Economic Development Director, John Regetz 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, Carl Collective's Regional Director, Erik Brooks and Patrick Leahy, Account Coordinator CONTRACTOR's Project Manager and other key providers of the

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

V. TERMINATION

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

VI. INSURANCE

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

A. General/Commercial Liability (<i>Must have General/Commercial</i>)	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$3,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B. Automobile Liability (<i>Must have auto liability</i>)	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>

D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$1,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
E. Worker's Compensation and Employers' Liability (<i>Must have workers compensation</i>)	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
F. Professional Liability (Errors & Omissions) (<i>If applicable</i>)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed and in accordance with the timeline outlined in Attachment A.

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

TROZZOLO CREATIVE RESOURCES,
INC (dba Carl Collective)

BY _____

BY _____

PRINT NAME John R Nelson

PRINT NAME Rachel Lupardus

TITLE Mayor

DATE _____

BY _____

PRINT NAME Danielle L Brown

TITLE Director of Finance and Treasurer

DATE _____

BY _____

PRINT NAME Karen L Kastenson

TITLE City Clerk

DATE _____

Approved as to form:

Jesse A Wesolowski, City Attorney

DATE _____

TITLE EVP, COO/CFO _____

DATE _____



Letter of Agreement Between Carl Collective and City of Franklin, Economic Development Commission

8/15/2023

10/15/2023

Carl Collective is pleased to serve as the City of Franklin's Economic Development Commission's strategic communications agency. In this letter, we set out the terms of our arrangement with you. Specific project scopes will include detailed budgets and timelines in separate documents relating to each project.

- 1 We shall obtain prior written approval of any actions we intend to take on your behalf (approval may be given via email or other written correspondence), as follows
 - (a) Before proceeding to execute major ideas, plans, programs or communications, we will obtain your written approval
 - (b) Written approval on matters of information and communications content, budget, costs and changes in strategy will be obtained from any person you designate
 - (c) Unless you indicate otherwise, via email or other written correspondence, your approval will constitute authority to proceed to the next stage of the project. A delay in approving materials can result in missed deadlines and/or additional costs
 - (d) We shall provide cost estimates prior to commencing work or separate activity outside of the original scope.
- 2 You may cancel or stop any and all plans, schedules or work in progress at any time at your sole discretion. We shall act promptly to abide by those directions. However, you will be responsible for all reasonable cancellation costs and charges that cannot realistically be avoided. This could include services rendered by us before notice to stop, and other reasonable costs and expenses that cannot be prevented under the circumstances. We will, however, make every attempt to minimize the foregoing charges, costs and expenses
- 3 We will not be liable in the event our performance is delayed or prevented or any work is rendered obsolete or unusable due to causes beyond our control, including acts of nature, riots, accidents, labor disputes, governmental acts, industry changes, inability to obtain materials, or failure of third-party performance. In such event, we will attempt to minimize your cost. However, you will be responsible for all reasonable charges, costs and expenses that cannot be avoided under the circumstances

- 4 We agree to exercise our best judgment to prepare and place your publicity with a view to avoiding any claims, proceedings or suits being made or instituted against you or us
- 5 After material has been issued by us to the media or to another third party, its use is no longer under our control We cannot assure the proper use of press materials by any media outlet. Similarly, we cannot control the form or manner of use by the media or others of the material, including the accurate presentation of information supplied by us. Notwithstanding the foregoing, we will ensure that any materials that are trademarked and/or copyright-protected are appropriately designated as such prior to being issued to the media or another third party
6. Nothing in this memorandum shall be deemed to require us to undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article that, in our reasonable and professional judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to your interest or to ours Similarly, nothing in this memorandum shall be construed as committing us to violate any lawful contractual commitments to media or others
7. Compensation for Services: Carl Collective will always outline in writing the specific costs of the work we've been engaged to complete, and will provide written change orders if the specifications or scope of the project changes before work commences

Hard costs and incidental expenses (if needed) will be tracked, itemized and billed as follows:

(a) Cost plus 17.65% of materials and services purchased and produced for you.

(b) Media Billing:

- a Advertising media are invoiced two months prior to approved media placements (for example, March placements will be invoiced at the end of January). Carl Collective checks all media advertising before payment to media vendors is approved for payment
- b All media placement requests shall name the Client as Advertiser and the Carl Collective as the Client's Agent. Carl Collective will service and bill the Client each month Once payment has been made to Carl Collective, Carl Collective assumes full financial responsibility for remitting payment to the media in a timely manner
- c If, however, the Client fails to remit payment to Carl Collective, then financial responsibility for payment lies with the Client and not with Carl Collective This agreement shall remain in effect until such time as the Client notifies local media that the Client/Carl Collective



relationship has been discontinued and all payments due have been satisfied by the Client

- d Carl Collective retains the standard 15% commission earned from all media placements made by the Carl Collective on the Client's behalf, under approved Media Authorizations for services provided for media research, planning, buying, trafficking and billing

(c) Reasonable costs directly attributable to services on your behalf, such as (1) travel expenses, (2) sales tax; and (3) any other incidental expenses

(d) Payment is due to Carl Collective within 30 days of the date of the invoice

8 Confidentiality: Carl Collective scrupulously safeguards the confidences and privacy rights of former, present and prospective clients. We enter into this agreement with the understanding that all communications and materials remain confidential and that the client legally owns the rights to papers or materials created and paid for by the client. Confidential practitioner/client communications are not, however, privileged against disclosure in a court of law, but we will only disclose such communications and materials as we are compelled to in order to comply with applicable laws and/or the order of any court of competent jurisdiction. If requested, we will reasonably cooperate with you in your efforts to obtain a protective order regarding any communications or materials that we are compelled to disclose.

9 Rights of Termination: The Agreement is subject to the appropriation and availability of city, state and/or federal funds. In the event the funds are not appropriated or are otherwise unavailable, Client reserves the right to terminate the Agreement upon written notice to Carl Collective. Said termination shall not be deemed a breach of the Agreement by the Client. Upon receipt of the written notice, Carl Collective shall cease all work associated with the Agreement. Should such an event occur, Carl Collective shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, Carl Collective shall have no right to recover from Client any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. This agreement may be canceled by 90 days' prior written notice given by Carl Collective to the Client, or by the Client to Carl Collective.

All services performed and materials prepared by Carl Collective during the 90 days prior to termination of this Agreement shall be billed to the client within 30 days of completion, and shall be due and payable by the Client upon receipt. Carl Collective shall deliver to the Client, upon payment of all outstanding obligations, all papers, digital files, photographs and other materials related to the work performed on or before the termination date, as well as any work performed, invoiced and paid for during the 90-day termination period.



The Client shall own all work for hire and other materials prepared or purchased by the Carl Collective for the client and for which the client has paid, regardless of whether such materials were published, displayed, or otherwise presented prior to the termination of the Agreement. Except, all third-party licensed music, talent, photography and any other third-party assets will be subject to the license agreements as stated in the individual scopes of work.

Any unused or rejected marketing, public relations, advertising or other graphic design programs, plans, designs, and ideas prepared by Carl Collective will remain the property of Carl Collective, and shall be used as it sees fit, provided it does not involve the release of any confidential information regarding the Client's business or methods of operation.

Noncancelable contracts Carl Collective has committed to on behalf of the Client and with the Client's approval/authorization shall be taken over and paid for by the Client, in accordance with the provisions of this Agreement, and the Client will indemnify Carl Collective against any claims thereof

10. Indemnification: Carl Collective shall indemnify, defend and hold harmless the City of Franklin's Economic Development Commission, and each director, officer, employee or agent of the company, from and against any and all claims, damages, costs, expenses (including reasonable attorney's fees), and liabilities of any kind arising out of or relating to Carl Collective's performance or breach of its responsibilities under this Agreement, including any liability arising out of any action or failure to take action by Carl Collective's employees, agents or subcontractors, and including both negligent and intentional acts or omissions

The City of Franklin's Economic Development Commission shall indemnify, defend, and hold harmless Carl Collective, and each director, officer, employee or agent of Carl Collective, from and against any and all claims, damages, costs, expenses (including reasonable attorney's fees), and liabilities of any kind arising out of or relating to the City of Franklin's Economic Development Commission's performance or breach of its responsibilities under this Agreement, including any liability arising out of any action or failure to take action by employees, agents or subcontractors, and including both negligent and intentional acts or omissions.

11. This Letter of Agreement shall be interpreted and enforced in accordance with the laws of the state of Missouri, notwithstanding any conflicts of legal principles to the contrary. This Letter of Agreement represents the entire agreement of the parties with respect to the subject matter described herein. This Letter of Agreement may be amended or modified only by a written agreement signed by both parties.



Please indicate your agreement with the provisions of this letter by signing and dating the space provided below on the copy of this memorandum and returning the signed copy to us.

Acknowledged, accepted and agreed, on the 15th day of August, 2023

Carl Collective

By

Erik Brooks

Erik Brooks, Regional Director

Date

8/9/2023

By

Client Name/Title

Date





Scope of Work

City of Franklin
Economic Development Scope
8/15/2023

12-1481-1026

Background

Carl Collective is a dynamic and innovative student-powered marketing agency, dedicated to providing real-world experiential learning opportunities to Marquette University students while delivering high-quality work to clients. We are a full-service, for-profit firm that operates through an exclusive partnership agreement with Marquette's Diederich College of Communication. Our parent company is Trozzolo Communications Group, one of the top independent communications firms in the Midwest, located in Kansas City, Missouri.

We bring to bear the power and experience of our 34-year-old parent company in all of our work. Trozzolo Communications Group is a full-service marketing and communications agency offering a wide range of services – including branding, public relations, digital marketing, social media management, and content creation – to clients across a variety of industries, from health care and finance to retail and hospitality.

Our firm has a long history of award-winning strategic marketing, copy, web, video, and other targeted media. With great experience, especially in the public sector – here are some samples of our work.

- **Visit Overland Park.** Building on our experience and successful track record in destination marketing, we collaborated with Visit Overland Park to drive tourism. Through the "Come for Kansas City and stay for Overland Park" campaign, we effectively showcased the unique qualities of the area and positioned it as a must-visit destination for travelers through various mediums like videos, graphics, and digital ads. [Details](#)
- **MobilISE:** MobilISE is a nonprofit organization focused on addressing transportation challenges in Southeastern Wisconsin, accelerating community-serving projects, and driving investment in transportation solutions. Carl Collective has played a pivotal role in its rebranding by enhancing its online presence, organizing large local events, and facilitating discussions with key stakeholders, including the media and state secretaries, to shape the organization's future and initiatives like FlexRide Milwaukee. [Details](#)
- **FlexRide Milwaukee.** We have been a strong partner with FlexRide Milwaukee since before it launched in 2022. FlexRide, a new transit service, initially struggled with low awareness and needed more riders and business participation to survive. Through our support, including a successful launch event and strategic social and PR efforts, FlexRide generated significant attention, resulting in record-breaking weekly ridership, increased state and county funding, and

expanded services like extended coverage areas (including to Franklin), connections with child care centers, and 24-hour service Monday-Friday. [Details](#)

- **Westlake ACE:** This is a great example of our work on websites. Prior to us working with them, Westlake's online presence fell short in comparison to its in-store experience, lacking a true reflection of the brand's success and struggling with design, navigation, management, and scalability. To address these issues, a completely revamped WestlakeHardware.com was built with significant improvements, including enhanced analytics, a customized user experience, support for new and existing stores, and streamlined content management tailored to meet marketing requirements. [Details](#)

We look forward to putting our experience to work for Franklin – building on the work we recently completed for the Franklin Tourism Commission. Carl Collective was engaged in a comprehensive research project for the commission, collecting both new and existing tourism data and information through focus groups, surveys, interviews, and other tactics. Our goal was to gain valuable insights that will define Franklin's primary tourism markets, identify key messaging, and develop effective strategies to reach those markets. We delivered on that promise and shared the finished product in July.

We are excited to help further uplift Franklin with our knowledge of the city through this project with the Economic Development Commission.

Description of Work

Franklin has an authentic and distinct story to tell, and we look forward to helping you tell it. The city offers a compelling business environment with a range of advantages. The city's strategic location provides easy access to both major freeway and highway systems, as well as two major airports. Additionally, the proximity to the Port of Milwaukee enables efficient shipping and logistics operations, not to mention the acres of available developmental space. Furthermore, Franklin offers significant business development incentives to fuel investment, and has used them successfully with new developments throughout the community. With its status as one of the wealthiest communities in Southeastern Wisconsin, businesses can tap into a high-disposable-income consumer base. As one of the fastest growing communities in Wisconsin, Franklin's expanding population showcases its dynamic nature, while a superior quality of life, exceptional schools, and a variety of natural and recreational activities make it an attractive place to live, do business, and raise a family.

Indeed, there is strong momentum in Franklin, with a number of new mixed-use, commercial, industrial, and residential developments recently completed, under construction, or planned. From The Rock to the city's dynamic business parks to the new life coming to 27th Street and beyond, the city is developing quickly, with new international companies bringing new jobs and new investments to the area. At the same time, the opportunity for future growth is significant, with large portions of the city still undeveloped. We want to help Franklin seize on that opportunity.

The city has done the foundational work, creating spaces for businesses to thrive. To make those investments pay off, Franklin must continue to attract and retain companies, helping them expand. That starts with the city's business-focused marketing efforts. Equipping key stakeholders with updated, well-designed, and well-written economic development tools will help attract and retain more businesses, bringing more money and



opportunities into an already thriving city. Carl Collective is excited to help deliver these tools and is strongly positioned to do so, with decades of experience working with local governments to help them effectively tell their stories

Following is an outline of our proposed activities

Economic Development Guide

Update & Redesign

Carl Collective is committed to delivering a comprehensive update to the City of Franklin's Economic Development Guide. Our firm will create a new, visually engaging guide with updated information relevant to the target audience(s) We will also create an online version to be strategically integrated on franklinwi.gov

The guide will give current and prospective business owners, of any scale, a better understanding of the opportunities Franklin provides and how the city can partner with them to succeed. This is an opportunity to uplift more recent developments, further showcasing why Franklin is ideally suited for businesses. The final guide will serve as a catalyst for attracting businesses and investments, promoting economic growth in Franklin

Working closely with your team, we will establish a content plan, with Carl Collective providing the copywriting and design elements of the guide The Economic Development Commission will have multiple review points throughout the process.

Business Parks Promotional Materials

Asset Creation

Carl Collective will create promotional materials for both Franklin Corporate Park and Loomis Business Park. Deliverables will include a one- or two-page document for each business park These documents will provide an overview of each specific park, highlighting location information, available spaces, potential incentives, and key advantages Each will be easily adaptable for both print and digital use. These will also be featured on the city's website.

The goal is to have comprehensive, easy-to-understand, and versatile documents that will highlight the unique qualities of each business park to help potential tenants or investors make informed decisions about where to locate their businesses. Development of additional materials, if needed in addition to the foundational document, will be also considered upon further discussion with stakeholders

Website

Economic Development Web Pages Review/Refresh

Carl Collective will do an extensive review of the pages currently on the City of Franklin website devoted to economic development. This includes a perspective on the pages' layouts, specific content, technical edits, and language.

We will explore ways to better inform prospective and current developers and also business owners through the website with content development and page enhancement, as well as integrate the new Economic Development Guide and promotional materials



Once our review is completed, we will share proposed changes with your team for approval before page edits are made. Using our recommendations, City of Franklin staff will be responsible for all website programming, including physical changes.

An initial review of the site shows the need to likely:

- Remove outdated pages and content.
- Potentially reorganize different pages.
- Update and improve website language and potentially add supporting images and other graphical content
- Add links to new content being developed through this contract.

The goal of this work is to better connect the right audiences to the right resources in a simple yet compelling way.

Asset Gathering

Professional Photography

Our firm will produce a series of high-quality photos that capture the essence of Franklin as a premier business destination. Together, the photographs will complement all three projects listed above.

Carl Collective will be responsible for coordinating and executing the photoshoots, ensuring they capture the diverse range of activities and interactions happening in Franklin. We will work closely with the EDC to identify subjects and significant locations that best exemplify its character, including all major business parks.

Both indoor and outdoor photoshoots will be thoughtfully set up prior to each shoot, using professional-grade gear and lighting equipment as needed.

After photoshoots are complete, our team will curate a collection of “best of” photos and present to the EDC. From this selection, we will collaboratively choose the top images which will undergo a series of editing processes to enhance their visual appeal. Quantity of final images will be based on need for each the economic development guide, business park promotional materials, and website pages.

Photo assets will be invaluable for reuse for any future materials beyond the project listed above.

Budget

Economic Development Guide	\$5,000
Business Park Promotional Materials	\$4,500
Economic Development Web Pages Review/Refresh	\$13,000
<i>*Includes both the website audit and execution</i>	
Asset Gathering	\$7,500

2023 Total Budget: \$30,000



**Please note, the above budget does not include hard costs, such as printing, location fees, or permits required for photography

This budget is based on information available at the time this document was prepared. Costs are subject to change should any of the project's recommendations or specifications be modified or altered in any way. If specification changes require a revision in the estimated budget, Carl Collective will submit written estimate changes for client approval prior to beginning work on the project.

Approval

If the above meets your approval, please sign below and return a copy to us. Upon agreement, Carl Collective will begin work immediately. Acknowledged, accepted, and agreed upon in August of 2023.

City of Franklin

By

Name, Title

Date

Carl Collective

By:

Erik Brooks

8/9/2023

Erik Brooks, Regional Director

Date



APPROVAL <i>X</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE September 5, 2023
Reports & Recommendations	<p align="center">A Resolution Authorizing the Installation of a Fence Within the 20-foot Public Sanitary Easement Upon Lot 14 in Block 11 in Southview Estates Addition No. 1, Being a re-division of Outlot 1, Block 7, Southview Estates, and a part of the SW 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin</p> <p align="center">(7534 South 69th Street) (Tax Key No. 791-0182-000) (Glenn and Janet Mittelstadt, Applicant)</p>	<p align="center">ITEM NO. Ald. Dist. 5</p> <p align="center">G. 8.</p>

BACKGROUND

Staff received a request to install a 6-foot PVC fence within a 20-foot drainage easement, on the North and West of the property line of 7534 South 69th Street. The said fence will be installed 5 feet, plus or minus within the property along the north and east of the said property lines.

The proposed PVC fence will encroach the 20-foot sanitary easement on 7534 South 69th Street. See Exhibit C.

ANALYSIS

Staff is agreeable to allow the fence to be installed within the easement if the property owner is fully responsible for repair and/or replacement if the said sanitary easement should need to be accessed for improvement or maintenance purposes.

The resolution provides that:

1. The subject fence shall not impede the stormwater drainage way.
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 the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said sanitary 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 mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B (No Mortgage) annexed hereto, respectively.

OPTIONS

Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Resolution 2023-_____ a resolution to authorize the installation of a fence within the 20-foot sanitary easement, upon Lot 14, in Block 11 in Southview Estates Addition No. 1 Subdivision (7535 South 69th Street) (Tax Key No. 791-0182-000) (Glenn and Janet Mittelstadt, applicant).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20-FOOT SANITARY EASEMENT UPON LOT 14 IN BLOCK 11 IN SOUTHVIEW ESTATES ADDITION NO.1, BEING A RE-DIVISION OF THE OUTLOT 1, BLOCK 6, AND OUTLOT 1, BLOCK 7, SOUTHVIEW ESTATES, AND A PART OF THE SW 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (7534 SOUTH 69TH STREET) (TAX KEY NO.791 0182 000) (GLENN AND JANET MITTELSTADT, APPLICANT)

WHEREAS, the Southview Estates Addition No. 1 Subdivision Plat prohibits the building of structures within the 20-foot "public sanitary easement," described thereon; and

WHEREAS, Glen and Janet Mittelstadt , property owner, having applied for an installation of a 6-foot wood PVC fence, located at 7534 South 69th Street, zoned R-6 Residential, bearing Tax Key No. 791-0182-000, more particularly described as follows:

LOT 14 IN BLOCK 11 IN SOUTHVIEW ESTATES ADDITION NO.1, BEING A RE-DIVISION OF THE OUTLOT 1, BLOCK 6, AND OUTLOT 1, BLOCK 7, SOUTHVIEW ESTATES, AND A PART OF THE SW 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
and

WHEREAS, the fence would encroach on the 20-foot "Public Sanitary Easement" (Exhibit C) located on the northern and eastern property lines; and

WHEREAS, the 20-foot "Public Sanitary Easement" restrictions upon the Final Plat of Southview Estates 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 owner's request (Exhibit D), for the encroachment at the 20-foot drainage easement restriction only so as to allow for the subject fence installation; and

WHEREAS, the Common Council having considered the proposed location of and type of fence to be installed upon the subject property and potential interference with the stormwater runoff.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Glenn and Janet Mittelstadt, on August 21, 2023, be and the same is hereby authorized and approved and that the "Public Sanitary Easement" restrictions as they would apply to such installation upon the subject property only, are hereby waived and released, subject to the following conditions:

1. The subject fence shall not impede the stormwater drainage way.
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 the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said sanitary 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 mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B (No Mortgage) annexed hereto, respectively.

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.

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 _____


Exhibit A

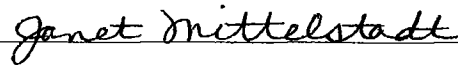
Acceptance

The undersigned, Glenn & Janet Mittelstadt applicants of the property located at 7534 S. 69th St, Franklin, Wisconsin 53132, Tax Key No. 791-0182-000, 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 PVC Fence within the public water main easement by the City of Franklin, the undersigned agrees that this acceptance shall be binding upon the undersigned and the undersigned's successors and assigns and that the terms and provisions of the City of Franklin Resolution No. 2023-____, shall run with the land, subject to any amendments thereto and/or any other actions thereto approved by the Common Council of the City of Franklin in the future.

In witness whereof, the undersigned has executed and delivered this acceptance on the 22 day of August, 2023.

Property owner

By: 

By: 

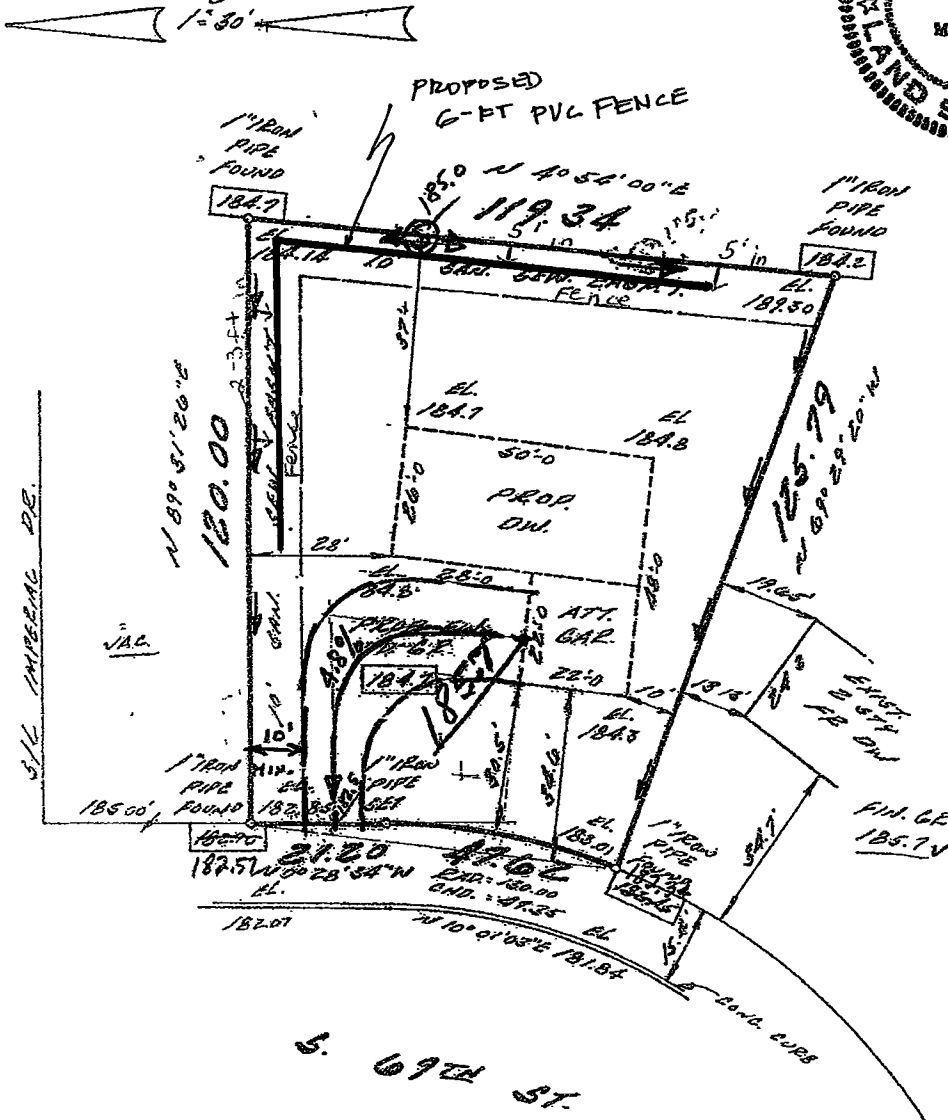
LOCATION: 7534 South 69th Street, Franklin, Wisconsin

LEGAL DESCRIPTION: Lot 14 in Block 11 in SOUTHVIEW ESTATES ADD'N. NO. 1, being a re-division of Outlot 1, Block 5, and Outlot 1, Block 7, Southview Estates, and a part of the SW 1/4 of Section 10, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin.

September 27, 1982.

Survey No. 58764

APPROVED
 FINISHED GRADE ELEVATION= 185.7
 AT Garage Door CITY OF FRANKLIN DATUM
[Signature] CITY ENGINEER PER [Signature] DATE 9/29/82



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF

METROPOLITAN SURVEY SERVICE, INC.
 REGISTERED LAND SURVEYORS
 11000 W. JANESVILLE RD. HALES CORNERS, WI 53130
 529-5385

SIGNED

[Signature]

Exhibit D

Glen E. Morrow, PE

City Engineer/Director of Public Works/Utilities Manager

City of Franklin

Subject: Permission to waive easement restrictions

August 21, 2023

Dear Glen,

We would like to secure a permission to waive easement restrictions regarding replacement of our fence. We have followed the proper guidelines from the City of Franklin to have the fence installed and was issued a permit. When the City Inspector came to our property she was not able to allow the project to move forward since the fence was within the 10 feet sewer easement from our property line.

The original fence is 40 years old and in need of replacement to improve our property. We cannot have it installed 10 feet in from the property line because we will lose much of our backyard and current landscaping

We would like to place the shorter side of the fence on the north side ~ 2-3 feet from the property line which would provide more space from the sewer pipes. If possible we would like to place the longer side of the fence on the east side ~5-6 feet from the property line which is also ~ 5-6 feet from where the sewer line has been marked as located.

We do not have a mortgage as our property has been paid in full.

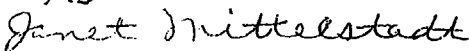
In the event of a future need to access or service the sewer line and if the fence provides a hindrance to that process, with a substantial notice to us from the City of Franklin, we will facilitate removal of that section of the fence. If we sell our home the prior statement will be communicated to the potential new mortgage holder.

Once the fence has been installed and inspected by the City of Franklin inspector the owner will not have responsibility for the sewer being accessed except for removal of the fence as stated above.

We would like to expedite this request and follow the correct procedure to be compliant with the City of Franklin. We understand that our request will be reviewed by the Plan Commission and decided by the Common Council at the next meeting.

We appreciate your guidance and attention to this request and are hopeful that our fence project will be allowed


Sincerely,



Glenn and Janet Mittelstadt

7534 S 69th Street

Franklin, WI 53132

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE September 5, 2023
Reports & Recommendations	A Resolution to Execute a State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement for S. 27th Street (STH 241) from W. Elm Road to W. Villa Drive (ID 2265-09-71) for \$3,546,990	ITEM NO. Ald Dist. 4 G.9.

BACKGROUND

On June 6, 2023, Common Council (Item G.3) chose to instruct Wisconsin Department of Transportation (WisDOT) to construct 6-foot wide sidewalks continuously on S. 27th Street (STH 241) from W. Elm Road to W. Villa Drive. This project is anticipated to bid on 9/25/2026. For tracking purposes, the WisDOT project has a Design ID of 2265-09-01 and a Construction ID of 2265-09-71. A decision was made on June 20, 2023 to fund the project with special assessments.

The above information was relayed to WisDOT and they refined their plans and estimates to prepare the attached State/Municipal Financial Agreement (SMFA) that commits the City to pay for the costs and a State/Municipal Maintenance Agreement (SMA) that commits the City to maintain the facilities when they are constructed.

ANALYSIS

The current estimate for the entire road project is \$19,980,550, of which \$3,546,990 is the City portion of the pathways. Recall the June 20, 2023 discussion that estimated the City's portion to be about \$2.3 million.

The City's portion is still Park Impact Fee eligible (62%). So, an estimated \$2,199,133.80 could be paid for with Park Impact Fees and the remaining \$1,347,856.20 could be assessed to adjacent 83 parcels.

FISCAL NOTE:

Note that the entirety of the accumulated Park Impact Fees is approximately \$5.8 million and there are other projects that are counting on those funds. It is recommended that the June 20, 2023 directive to *"Staff to prepare an Engineers Report considering assessment of 38% of the local costs with the remainder 62% of the costs to be borne by Park Impact Fees for properties along S 27th Street from W Villa Drive to W Elm Road and return with a preliminary resolution to assess when ready"* be paused until the full picture of the Park Impact Fees are clear.

OPTIONS:

Approve or Deny the SMFA and SMA agreements with WisDOT.

RECOMMENDATION

Motion to adopt Resolution 2023-____ a Resolution to execute a State/Municipal Financial Agreement and a State/Municipal Maintenance Agreement for S. 27th Street (STH 241) from W. Elm Road to W. Villa Drive (ID 2265-09-71) for \$3,546,990. Also, direct Staff to hold off on an Engineers Report for special assessments until a full accounting of Park Impact Fees are completed.



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date August 22, 2023
 I D 2265-09-01/22/23/71
 Road Name STH 241
 Title OAK CREEK – MILWAUKEE
 Limits W ELM ROAD TO W VILLA DRIVE
 County Milwaukee
 Roadway Length 3.3 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	\$ 1,150,000	\$ 1,150,000	100%	\$ -	0%
Real Estate Acquisition					
Acquisition (22)	\$ 420,000	\$ -	0%	\$ 420,000	100%
Acquisition (23)	\$ 450,000	\$ 360,000	80%	\$ 90,000	20%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
Construction					
Participating					
B40-0709	\$ 14,000,000	\$ 14,000,000	100%	\$ -	0%
C40-0114	\$ 175,500	\$ 3,510	2%	\$ 171,990	98%
Sidewalk	\$ 100,000	\$ -	0%	\$ 100,000	100%
Non-Participating	\$ 3,680,000	\$ 920,000	25%	\$ 2,760,000	75%
Non-Participating	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 19,980,500	\$ 16,433,510		\$ 3,546,990	

1 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.

Signatures certify the content has not been altered by the municipality Signed for and in behalf of the City of Franklin (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) Danielle L Brown	Title Director of Finance & 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 State (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 real estate required for standard roadway construction, 100% State. Funding for real estate required for sidewalk installation (22) is 100% Municipal where the sidewalk construction is funded by the Municipal 100%. Funding for real estate required for sidewalk installation (23) is 80% State 20% Municipal where the sidewalk construction is funded 80/20.
- (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 new sidewalk, 25% State 75% Municipality. Overall percentage calculated based on aggregated costs for two sections of sidewalk. Costs for section 1 (north of Ryan Road) are 80% State, 20% Municipal for standard sidewalk width, plus 100% Municipal for additional 1 ft of width beyond standard. Costs for Section 2 (south of Ryan Road) are 100% municipal.
- (f) Funding for B40-0709 2% State, 98% Municipal. Overall percentage based on aggregated cost of work on bridge. Extension of bridge to accommodate sidewalk installation on structure is 100% Municipal. Repairs to railing on bridge are 100% State
- (g) Funding for C40-0114 100% Municipal for extension of structure for sidewalk installation.
- (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.



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

Date: August 22, 2023
ID 2265-09-71
Road Name: STH 241
Limits: W Elm Road to W Villa Drive
County: Milwaukee

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 this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 2265-09-71

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 2265-09-71. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance 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 Maintenance Agreement.


Signatures certify the content has not been altered by the municipality Signed for and in behalf of the City of Franklin (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) Danielle L Brown	Title Director of Finance & 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 State (please sign in blue ink)	
Name Brian Roper	Title WisDOT SE Region Maintenance Chief
Signature	Date

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality’s foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State’s jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Signalized intersections at STH 241 and W Oakwood Rd, Ryan Rd (STH 100), W Puetz Rd and W Drexel Ave.
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.

- (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
- (a) Maintain all items outside, and under, the travel way to include, but not limited to curb and gutter, drainage facilities, sidewalks, pedestrian refuge islands.
 - (b) Remove snow and ice from sidewalks, and pedestrian refuge islands.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility including, but not limited to, annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, grit covers, risers, covers and frames; repair top slabs along with bottom and walls of basins. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination
 - (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings in accordance with the signing and marking agreement if completed as part of this project.
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.) in accordance with the signing and marking agreement if completed as part of this project.
 - (i) Maintain and accept responsibility for the following as applicable to this agreement:
 - 1. Structures: clearance of snow and/or ice from the sidewalk on the structure.
 - 2. Curb & gutter: surface repair
 - 3. Grass: mowing, repair tire ruts in turf, weed control, litter removal.
 - 4. Other (please identify) Utilities water & sanitary
4. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
5. This agreement does not remove the current municipal maintenance responsibility.
6. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
7. Upon completion of construction project, 2265-09-71, the Municipality will assume all afore mentioned maintenance responsibilities.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE September 5, 2023
Reports & Recommendations	A Resolution to Enter a Memorandum of Agreement with the Wisconsin Department of Transportation For 116th Street Trail (ID 2976-00-02)	ITEM NO. Ald. Dist. 6 G.10.

BACKGROUND

Staff is working to develop the S. 116th Street Trail in the Wisconsin Electric Power Company (WE Energies) property. Project is expected to be awarded in December 2023 and construction to commence about August 1, 2024. The delay is to allow We Energies sufficient time to do a construction project prior to the trail construction.

On August 15, 2023 a resolution was adopted to modify a license agreement with We Energies that extended the length of time to a minimum of 20-years. Since that time, Wisconsin Department of Transportation (WisDOT) has requested that the City sign a Memorandum of Agreement that the City acknowledges that if the license agreement should be terminated prior to 20-years, the City is obliged to repay the Federal Highway Administration the construction costs. The attached agreement is in WisDOT's form.

ANALYSIS

Note that We Energies does not have a history of removing any pathways that have been granted use through a licensing agreement. WisDOT is trying to cover all bases related to the stipulations imposed by funding from the Federal Highway Administration- the source of funding for this project.

OPTIONS

Approve. Denial of the agreement would halt the entirety of the project and jeopardize the City from future funding of projects.

FISCAL NOTE

Not applicable.

RECOMMENDATION

Adopt Resolution 2023-_____ A resolution to enter a Memorandum of Agreement with the Wisconsin Department of Transportation for 116th Street Trail (ID 2976-00-02)

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION TO ENTER A MEMORANDUM OF AGREEMENT WITH THE
WISCONSIN DEPARTMENT OF TRANSPORTATION
FOR 116TH STREET TRAIL (ID 2976-00-02)

WHEREAS, the Wisconsin Electric Power Company (WE Energies) owns a rail segment property of the now defunct Milwaukee Electric Railway and Light Company, also referred to as the Milwaukee Interurban Lines that connected Hales Corners and Waukesha by passing through the St. Martins Junction; and

WHEREAS, the City is planning a pathway between the intersection of S. 116th Street and W. Mayers Drive, passing southerly crossing W. Road, and continuing to the municipal boundary with Muskego; and

WHEREAS, Wisconsin Department of Transportation and Federal Highway Administration is partially funding the project with a Congestion Mitigation and Air Quality grant that requires a minimum of 20-years of use as a trail after the project is complete; and

WHEREAS, the City of Franklin has a 20-year commitment for a trail use with WE Energies.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City sign a Memorandum of Agreement with the Wisconsin Department of Transportation for 116th Street Trail (ID 2976-00-02).

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 _____

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF FRANKLIN
AND
THE WISCONSIN DEPARTMENT OF TRANSPORTATION

Project ID: 2976-00-02

Highway: Non-Highway

Limits:

County: Milwaukee

This memorandum of agreement summarizes the repayment of costs that the sponsor City of Franklin would be responsible to pay back to the Federal Highway Administration (FHWA) through WisDOT should the license agreement between the sponsor and We Energies be terminated earlier than the useful life of the project funding was encumbered for.

For the purposes of this agreement, useful life period of the License Agreement for a trail on WE Energy corridor shall be defined as 20 years after the acceptance of the constructed project.

Should the license agreement be terminated by either the City of Franklin or WE Energies prior to the completion of the useful life period, the sponsor shall be responsible to remit the proportional cost of the trails remaining useful life. This shall be calculated as a fraction of time left in the useful life multiplied by the amount of Federal dollars utilized in the completed project. Payment shall be remitted by the sponsor to FHWA via WisDOT within 90 days of termination of the agreement.

John R. Nelson, Mayor of City of Franklin

Date

Karen L. Kastenson, City Clerk

Date

Jesse A. Wesolowski, City Attorney- Approved as to form

Date

Authorized signature of WisDOT

Date

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APPROVAL ✕	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/5/23
REPORTS & RECOMMENDATIONS	Authorization to Add an Associate Planner Position to the Planning Department	ITEM NUMBER C.11.

Background

The Planning Department has experienced significant understaffing over the last few years. Additionally, the City has many upcoming projects requiring Planning staff involvement and mandated projects requiring completion. As such, Mayor Nelson and the staff request approval to add an Associate Planner position to the Planning Department.

Human Resources Manager Dana Zahn and the Planning Manager interviewed four people for this anticipated position. One of the interviewees who is being highly considered is our Planning Intern.

Fiscal Impact

Staff anticipates that this new position will start at Grade 7 (Associate Planner); however, if a candidate is more qualified, we may have to hire at a level up to the midpoint or even at the market rate (65%) of Grade 7. This position has been added to the 2024 budget. Please note the specifics for a budget amendment for 2023 will be forthcoming, supplied by our Finance Department.

Recommendation

Mayor Nelson and staff are recommending approval to add an Associate Planner position to the Planning Department.

COUNCIL ACTION REQUESTED

Motion to authorize staff to add an Associate Planner position to the Planning Department.

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APPROVAL X	REQUEST FOR COUNCIL ACTION	MTG. DATE September 5, 2023
Reports & Recommendations	Continued Discussion of a W. Puetz Road Pathway from S. 76th Street to W. St. Martins Road	ITEM NO. Ald. Dist. 1 & 2 G.12.

BACKGROUND

At the suggestion from the Board of Public Works, the Common Council directed Staff to proceed with contacting neighbors to the W. Puetz Road corridor (from S. 76th Street to W. St Martins Road) and solicit input concerning a possible Puetz Road Pathway. A neighborhood meeting was held on Tuesday, August 29, 2023 with the assistance of Alderman Ed Holpfer and Alderwoman Michelle Eichmann that share an aldermanic boundary along this section (District 1 south side and District 2 north side). Any property adjoining this section of roadway was mailed an invitation and a notice was distributed for social media purposes to any and all others that might be interested. The meeting was well attended (estimated over 50 attendees) and other input has been received via email in response to publication of the meeting on various social media.

Some expressed frustration that the City cannot provide plans for this project. At this time, this is not a project and public input was solicited to help guide the decision-making process. Although the definitions of the word's "pathway", "trail" and "sidewalk" are addressed in the following writeup, these terms are mostly used interchangeably throughout this Council Action by Staff and comments without differentiation or presumption of a final design.

ANALYSIS

Although it is estimated that there were more than 50 in attendance to the August 29 neighborhood meeting, only 31 people signed in. The message to all was that there is no pre-conceived project underway. The meeting and solicitation of comments were to gather input.

As of August 30, 2023, forty three comments have been received from forms submitted at the neighborhood meeting or via email. The forms asked for the following:

- Name & Address
- My property borders W. Puetz Road: YES / NO (choose one). If so, please provide your telephone number and email address so that we can contact you in the future, if needed.
- If there were a pathway for this corridor, I would use it for: BICYCLING / WALKING / WOULDN'T USE IT (choose one)
- I think that a pathway along this corridor is a GOOD / BAD idea (choose one) because:
- IF a Puetz Pathway Project is pursued, the best location for a pathway would be NORTH SIDE / SOUTH SIDE / NO PREFERENCE (choose one) because:
- Other Comments:

Of the 43 responses, 28 (65%) believe that a pathway along this corridor is a good idea, 12 (28%) believed it is a bad idea and 3 (7%) had no opinion. 16 responses said that they would use this for bicycling, 24 said that they would use it for walking, and 10 would not use it. The comments, grouped according to their vote, concerning this question are as follows:

Good Idea

- *Since moving to Franklin in 2019, one of the only disappointments we've had with our neighborhood/location is how isolated it is from other neighborhoods or public amenities like trails, parks, etc It has been frustrating to be within reasonable walking or biking*

distance of so many things, but unable to safely find a route to get there, especially with children. Additionally, while my family can ride our bikes within our immediate neighborhood/subdivision, there really is no way to connect to the trails or other pathways in the area for longer rides

- *There is no safe way to walk, bike, or even go around ups, delivery companies, broken down cars, etc. Also, with the lack of lighting makes it a hazard.*
- *Recreation*
- *Safety of people who walk along this road*
- *The current road has no shoulder and dangerous to walk/run on*
- *You can't walk down Puetz right now the way people drive*
- *Good idea but the speeding cars have to be stopped*
- *Fix pot holes, safe driving, walking, lower speed limit to 30 mph*
- *Much safer to walk & bike on Puetz. Hopefully would slow down speeders*
- *There are many people who walk this road, at dusk and due to the hills you can't see people until the last min. My nephew who rides his bike to school has almost been hit multiple times because there is no path from the 84th & Puetz neighborhood to the path to the middle school*
- *There is no shoulder for anyone to walk along the road*
- *Concerns-Snow removal & who is in charge*
- *Cars pass on the left on No-Pass zone going east. If someone is biking or walking, cars swerve toward the left.*
- *It would make it safer for individuals & families to enjoy recreational activities. It would also help make Franklin a more walkable suburb/city*
- *Safer connection to innovative, theater, soccer, & city common areas from residents near Puetz it is also very hard to see people at night*
- *As an avid runner and cyclist, it can be difficult to navigate a route from my home on Blackbird Trail to the Oak Leaf Trail. Puetz is very navigable to the east of 76th St., however, the roadway to the west is very narrow with minimal shoulder to walk/run/bike*

Bad Idea

- *I am not in favor of the pathway as I believe the money could be put to better use. People drive everywhere. There are just not that many people that walk or run. There will always be those who walk their dogs but they can continue to walk the dogs in their subdivisions*
- *I am definitely and strongly opposed to such a proposal for the following reasons*
 - *There is not enough information presented to understand the full project/impact*
 - *I'm afraid my shed would have to be torn down. That's the only reason I would vote bad idea.*
- *Traffic is heavy at late afternoon with people coming home*
- *Very busy road & speeding by cars. Never good for trick n treaters people will get hit*
- *Culvert, loss of trees, trash, like the rural feel of the area*
- *Drainage, sump pump discharge, snow removal, changing way of life*
- *Involves maintenance for the city when it snows. I it was a sidewalk more work for the residents. Would feel less private in the area*
- *This is a traditionally rural road and should be preserved as such. There are many local parks and an extensive trail system east of 76th on Puetz (Oak Creek Parkway)*
- *Need to eliminate grassy areas/trees no matter which side of the road. Cost to build up existing and create new drainage ditches. So many other ways to walk the neighborhoods on either side of Puetz to get to either 76th or W St. Martins. Who will be responsible for maintaining and would that include snow removal? Will this take away personal property lot size and create public land from it (lowering property taxes city would receive)?*

When asked if a pathway would be on the north or south side of the road, 13 responses (30%) preferred the north side, 16 (37%) preferred the south side), and 10 (23%) had no preference. The comments concerning this question are as follows for each option:

North Preference:

- *Apartments/Sr. Living/retail are planned for northside of Puetz-More population/people to use path & not cross Puetz. Less impact to existing established lawns/lots*
- *I vote north side so the pathway doesn't conflict with my shed*
- *Less culvert, less mail boxes on same side as city hall utility poles are further back*
- *Less road crossings to city buildings*
- *Like how the path was done down Church Street to St. Martins same side*
- *The north side of the street makes more sense so as not to disturb the beautiful large trees on the south side.*
- *Trees have already been trimmed*
- *Trees have already been trimmed*

South Preference

- *Electrical, hydrants, mail boxes on the north side*
- *I do not want to give permission to people to stand in my front yard or walk in it either!! My letter said meeting Not Open House*
- *I would prefer the pathway on the South side of Puetz as there seems to be more land available on that side(trees further back from the road in many places) and powerlines currently located on the north side*
- *Its easily accessible from our house*
- *Less intrusive to trees-wetlands and other infrastructure*
- *Less populated*
- *Mail boxes & electrical are on the southside*
- *Mail boxes, fire hydrants on the north side plus water drainage*
- *Open most of the way already*
- *Seems like this would be the easiest as utilities, mailboxes, fire hydrants, etc , are on the north side Updates on this project are appreciated!*
- *Shaded in summer because of trees. More available land for construction. Would be popular with dog owners.*
- *The city owns more property on the south side of the road*
- *The majority of houses that would access the walkway are south of the street*

No Preference

- *Seems that south side requires more tree removal, North side would require moving mailboxes*
- *Switch back & forth*

For Other Comments, in order of receipt

- *I'm in favor for a more safely connection of people to commute by bike or foot. I don't currently run this section because it is too dangerous*
- *I do think this is a good idea. Determining which side of the road will be a challenge as I'm sure you have already concluded We happen to live on the South side of Puetz Rd, needless to say, we would like to see the pathway on the North side of Puetz. That being said, I believe the people that live on the North side of Puetz will want the pathway to be on the South side of Puetz - understandably In reality the decision must be made by city leaders based on resulting safety for users of the pathway, cost and potential relocation of fire hydrants, mailboxes, utility poles and re-working of existing culverts I don't see this as being an inexpensive project and must wonder where the funding will be coming from.*

What will be the cost to me personally? Will the city maintain the pathway and surrounding landscape? What will the annual maintenance costs be? My reservations, while very self-centered, is landscape maintenance and litter clean up that will result from increased bike and foot traffic My home's back lot borders on the utility easement along the South side of Puetz Rd The city has never mowed the lawn of the easement or cleaned up the litter, which has become my responsibility each time I mow the easement lawn. And finally, the increased pedestrian and bike traffic that will generate additional noise and people wandering in and through my yard to get to the pathway Please take these issues into account as your/the City's team plans the pathway

- *We would use this for walking but only if the speed limit drops to 25 and speed bumps are installed strategically. Otherwise, we would be in serious danger for 50 mph cars regularly I think this is a good idea because we need space as we are the "suburbs" to walk or bike But this road is dangerous as the speed is now and the hills blocking views, etc.*
- *Please get the speed limits reduced South roadway has several service roadways to accommodate pathway.*
- *1. The proposed pathway would reduce the square footage of my front lawn (impacting the perceived value of my property) if it were to be constructed on the south side of the road. 2 The proposed pathway, and resulting foot traffic, would increase noise and litter, and would significantly reduce my privacy, regardless of construction on the north or south side of the roadway 3 The proposed pathway would create for me an extra burden of snow removal if constructed on the south side of Puetz Rd 4 the proposed pathway would necessitate the removal of numerous valuable trees along Puetz Road, regardless of which side of the road that construction occurs 5 The money allocated for construction would be much better spent on improving the road surface and obtaining equipment to monitor and enforce the speed limit, thereby increasing safety.*
- *I would say yes and probably on the north side of the road I would be great if it could get safely connected to the current path down St Martin's that goes out to Muskego.*
- *Concerned about any tree removal on South side There are huge trees whose roots should not be disturbed. Remember shade for summer*
- *I like the idea as long as it's on the south side of the road and Puetz isn't widened No on parks on Puetz, plus don't want to encourage additional traffic*
- *The concern is if there are other changes that are planned for this area i.e. widen roads to correspond with the pathway. What is the scope of the plan/change to understand the effect Current and future proposed plans*
- *It's my understanding there is a path soon constructed along St Martins Rd which I support I don't see a need for a path on Puetz I'm worried my shed/structure near the road would be in conflict & need to be demolished I do not want that to happen I've not seen many pedestrians & I'll have enough to shovel with the new St Martins Rd path I don't think we need a path I believe the funds required for this path could best be used elsewhere or keep our taxes low by not collecting these funds*
- *As an avid runner/walker with a dog, I've tried to use Puetz as a route at times, often early in the morning when traffic is less, but have still found it unsafe for pedestrians due to the lack of a shoulder on the road and the hills that limit visibility*
- *As an avid runner/walker with a dog, I've tried to use Puetz as a route at times, often early in the morning when traffic is less, but have still found it unsafe for pedestrians due to the lack of a shoulder on the road and the hills that limit visibility of oncoming traffic During the evenings and weekends, there is actually quite a bit of traffic on Puetz which makes it pretty much unusable for pedestrians In fact, we often have observed middle/high school age students using our side yard a pathway when trying to get to their friends' houses further west down Puetz, or possibly even the Walgreens all the way down on Loomis. Assuming the pathway is added, we would actually love to see it not end at 76th Street, but rather continue along Puetz to at least the Oak Leaf Trail east of 68th street, or possibly*

even south down the east side of 76th street allowing for connection to the baseball fields and Croatian Park. Again, great amenities close to us that are actually difficult to access by walking or bike at this time

- *The hill is by far the worst section. To help, all the road must be widened. If the worry is just walkers, bikers and the budget, don't touch the road and cut a trail next to the ditch and asphalt it. By far the cheapest and most effective option. Just my 2 cents*
- *Concerned about traffic speed & Ped/Biker safety*
- *Widen Puetz Road, no shoulder makes it difficult to bike or walk, where the other side of 76th St is wide with bike lane and shoulder. Re-pave, slow down speeders. Crosswalk at 89th?*
- *Great improvements would be appreciated*
- *Only have seen 1 person walking occasionally on Puetz Rd*
- *Are you planning to widen the road?*
- *Please also consider extending the path from 35th & Puetz to 27th and Puetz. The intersection of Puetz & Hwy 100 is also very dangerous*
- *My thoughts on Puetz Pathway, if it was done I would use it to ride my bike up and down Puetz road. To me there is no question which side of the road it should be on, the south side, why the northside you have power lines, water lines & mail boxes & the pizza business on the northside of the road. Is the City of Franklin going to move all that or have cars going to the pizza place drive over the walking path, that would be unsafe for people using the walking path? Puetz road is a busy road, living on it for 27 years I have seen way too many speeders on it and have never seen someone stopped for speeding. The speed limit is 35, it should be 25, and it should have a few stop signs on it between 76th street and St. Martins Rd. How will this path be maintained, will it affect our taxes, in the winter who is responsible for removing the snow? I think the path is a good idea, I would use it a lot, but there is a lot of unanswered questions about it. You asked our opinion, now what happens, how will we be informed as to what's next? Thank you for your time and please keep us informed*
- *City hall needs a changing table. Who is going to do snow removal if the city owns behind my barn why are we having to mow it*
- *Would rather have a shoulder added to the road on Puetz would cost less for the city*
- *Don't want money taken away from essential services (Police, Fire, Etc ...) for Path on Puetz. Don't want a sidewalk on Southside (my Property), I don't want to maintain it (shoveling, litter.) I purchased my property w/o sidewalk & am happy keeping it that way. Space between path & road should be non-mowable vegetation. Plant w/ natives/planting that don't need to be mowed & can control run-off from paved surface.*
- *I am opposed if I will be responsible for snow removal/maintenance. It needs to be a pathway not a side walk. I am also concerned if I would be responsible for assisting with paying for it. There would be service fee*
- *I meant to attend the meeting but couldn't make it and hope to give some input. I live in the Security Acres neighborhood, owning a home for 13 years. When I first bought I received mail with different designs for Puetz with sidewalks and never heard anything more. I'm actually shocked there's never been any sidewalks. Driving to work it's always dangerous when I see someone, especially children, walking down that road. I'm surprised nobody has been killed yet. A sidewalk is long overdue for traffic and safety. Also, on the subject, I'm also curious to why the stretch between 76th and Hwy 100 isn't completely a no passing zone. I've come close to accidents personally from someone dangerously passing. One time having to drive into a lawn to avoid a head on collision. Just an added observation*
- *The road is junk widen it and put sidewalks in like you intended 15 years ago. My service drive has turned to gravel, don't care about new comers wanting an easy access to the bike trail, kids don't use it. Lived in Franklin for 50 plus years this city turned to ****!!!*

- *There are many other ways to get from 76th St. to W. St. Martins Rd walking thru subdivisions on either side of Puetz. I would walk small portions of a straight path along Puetz but never the whole stretch.*
- *As I've gotten older and now have a family that enjoys biking together, our travels to the Oak Leaf Trail take us to Margaret Lane, which parallels Puetz at that point. Unfortunately, my little bikers must then cross 76th St. with no crosswalk at the intersection of 76th /Margaret. More so, as we look ahead to having a middle school student in our family, there is the possibility that they may walk or bike to Forest Park, however, the thought of them being on Puetz for even a few blocks is somewhat terrifying without a better path of travel. The idea of a pathway on the south side of Puetz would offer a direct connection from those neighborhoods to the west of 76th St to the Oak leaf Trail and other neighborhoods that reside east of 76th St.*

Not included in the tally above is a response received via email from Ryan McMurtrie, EVP-Director of Development for United Financial Group, Inc. which owns approximately 52.63 acres of land directly east of the intersection of STH 36 (W. Loomis Rd.) and STH 100 (W. St. Martins Road) on the north side of W. Puetz Road. who wanted to provide the following response:

- *We think constructing a pathway along the W. Puetz Rd. corridor is a great idea as it will provide those living in the area with a safe way to walk throughout the neighborhood.*
- *We would prefer to see the pathway constructed along the north side of the road.*
 - *The 22.63 acres directly south of Brenwood Park Dr. and W. Highlands Park Ave. is currently approved for 286 units (154 age-restricted 55+ senior apartments and 132 high-end market-rate apartments) as PDD No. 31.*
 - *We have been in discussions with the City regarding a mixed-use concept plan for the 30-acres directly east of the intersection of W. Loomis Rd. and W. St. Martins Road since the summer of 2021 that is planned to include a public walking path through the wetlands on the eastern edge (directly west of PDD No. 31).*
 - *We would support a coordinated effort to connect the proposed W. Puetz Rd. corridor walking path with the proposed wetland walking path to provide existing and future residents with connectivity throughout the area. This would enable future sidewalks to be coordinated in a way to eventually expand pedestrian access even further.*
- *We would appreciate the opportunity to meet with you and other members of the City's planning and engineering staff in the future as we progress with refining our proposals for the 52.63 acres north of W. Puetz Rd.*

STAFF ANALYSIS

Considering the solicited comments and observations made at the neighborhood meeting, Staff offers the following comments to answer some of the more common questions or concerns.

Original Plans. This segment of W. Puetz Road has long been anticipated to have the same cross section of the segment between S. 76th Street and S. 43rd Street. This would be a very expensive project and the City has been unable to find the funding to make this a reality. A sidewalk/pathway is a proposed option that is much less expensive or disruptive to the neighboring properties.

Great Interest. It is apparent that this issue is one of interest to the residents along W. Puetz Road and also the entire community and a pathway would be well used.

Safety. The existing road cross section does not accommodate bicycles or pedestrians. The shoulders drop off to wet ditches in many locations so widening the road is not an easy option.

Road widening alternatives. Although there are some comments to the contrary, it is apparent that pedestrian and bicycle use along the current condition of the roadway is a significant problem that needs a solution.

Connectivity. A pathway in this location would allow many neighborhoods to connect to the new pathway to be constructed along STH 100 (St Martins Road) on the western end. For the eastern end, S. 76th Street is more accommodating to pedestrians and bicyclist and the W. Puetz Road section east of S. 76th Street has wide shoulders to accommodate bicycles and pedestrians and also connects to the Milwaukee County Root River Branch of the Oak Leaf Trail.

Road Configuration and Speed. The often busy W. Puetz Road has some vertical curves (crests) that provide visual sight restrictions. The road is posted at 35 mph but numerous verbal comments were made that careless and fast vehicles often pass where passing is restricted. This segment of W. Puetz Road is an arterial and 35 mph is appropriate.

Road Surface Condition. Many noted the poor condition of the pavement. Resurfacing has been held off for many years in hopes of funding a larger road project. The resurfacing can no longer be delayed and a portion of the road has been prepped for the 2024 resurfacing program. No significant widening of the roadway is planned. Unfortunately, a smoother pavement will only exacerbate the speeding and careless drivers noted above. An alternative sidewalk/pathway will be even more needed after repaving.

Natural Features. Wetlands and trees are indeed a concern for any project and will need careful planning to minimize the impacts of a new sidewalk/pathway. Note that ditches will be addressed and trees will be trimmed in preparation of the paving program regardless of the decision to proceed with a pathway project.

Snow Removal. Many in opposition, and some in favor of a pathway, were concerned about wintertime snow removal obligations. The City's policy is that, with a few exceptions, residents are responsible for snow removal within 24-hours of a storm for a sidewalk. However, DPW will clear snow as part of the overall snow fighting responsibilities for a pathway. A pathway has been interpreted as a section that has a width that accommodates DPW equipment (minimum of 6-feet).

Maintenance. Regardless of a 5-foot concrete sidewalk or a 10-foot asphalt path, non-snow maintenance would not be the responsibility of the property owner but be the responsibility of the City.

Pathway width. As noted above, pathways have a minimum of 6-feet, but grant funding agencies would likely require an 8 or 10-foot pathway width.

Land Acquisition. Unlike needs for a road system, Wisconsin State Statutes do not allow condemnation of property for a trail/pathway. Therefore, if property were needed for a pathway, the property owner would have to be a willing seller. From recent WisDOT seminars, a road widening that includes a sidewalk would likely be allowed to proceed with condemnation- but definitely not a project specifically for a trail/pathway. If a decision is made to locate a path on a certain side that needs property from a property owner that is unwilling to sell, then accommodations that may include curbing, storm sewers would have to be considered.

Right-of-way. Generally, the City has ample right-of-way throughout the project to install a pathway. There are some pinch-points on both sides of the road that would be beneficial to purchase some parts of land and could, with some expense, be designed without impacting tight locations.

Switching sides throughout the corridor. Having a major pathway crossing a road like W. Puetz Road is not desirable. Staff would recommend that one side be selected, unless a crossing could be made at a controlled intersection that is not currently available in this segment.

Assessments. The City may / may not assess for any and all public improvements. Historically the City has not assessed for sidewalks/pathways in predominant residential areas. When assessments have been made for sidewalks/pathways in predominantly business areas, the municipal code allows for indefinite deferments to residential properties.

Cost of the project to the Franklin taxpayers. It is unknown how much a pathway project would cost at this time. It is unlikely that a sidewalk project for this area would receive a grant because there are no immediate connections to schools. However, a pathway project would likely be competitive for a grant considering the safety, connectivity, and other components. These grants would likely be 80% or 90% grant funds. In addition, the Park Impact Fees could cover 62% of the local funds needed. Therefore, the net cost to the city could be only 7.6% or 3.8% of the costs. If not in Franklin, these grant funds will be spent in other places so would not save the Franklin tax payers.

Obstructions. Power poles, mailboxes, and other obstructions are a consideration, but can be accommodated with a careful design.

Side of the Road? Staff believes that either side is constructible. It is not apparent that one side is substantially more/less expensive than the other. Both sides have challenges and advantages.

OPTIONS

- A. Direct Staff to start with project development for Grant applications (80% Transportation Alternative Program due on October 31, 2023).
- B. No Action. Place on file.
- C. Other direction to Staff.

FISCAL NOTE

This Puetz Pathway trail project, with a yet unknown budget, would be eligible for 62% park impact fees. The efforts of a consultant to prepare a budget are expected to be less than \$2,500 and can be covered in the existing 2023 Engineering budget (01-0321-5219).

RECOMMENDATION

Option A. Direct Staff to start development of a pathway project.

Engineering: GEM

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/05/23</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A SPORTS TRAINING FACILITY USE UPON PROPERTY LOCATED AT 6814 S. 112TH STREET</p> <p style="text-align: center;">(BION STRENGTH AND CONDITIONING LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.13.</p> <p style="text-align: center;">Ald. Dist. #6</p>

At its August 17, 2023, regular meeting, the Plan Commission recommended approval of the attached special use resolution for a sports training facility use upon property located at 6814 S. 112th Street. The vote was 5-0-0, five ‘ayes’, no ‘noes’ and no absents.

Fiscal impact: not applicable.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2023-_____, imposing conditions and restrictions for the approval of a special use for a sports training facility use upon property located at 6814 S. 112th Street.

(Bion Strength and Conditioning LLC, applicant)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[draft 08-17-23]

RESOLUTION NO. 2023-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A SPORTS TRAINING FACILITY
USE UPON PROPERTY LOCATED
AT 6814 S. 112TH STREET,
(BION STRENGTH AND CONDITIONING LLC, APPLICANT)

WHEREAS, Bion Strength and Conditioning LLC, having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification Title No. 7991 “Physical Fitness Facilities”, to operate an indoor sports training facility with proposed hours of operation Monday through Sunday, from 6:00 a.m. to 9:00 p.m., located at 6814 S. 112th Street, bearing Tax Key No. 748-0063-000, more particularly described as follows:

Lot 4 in Block 2 in NORTH CAPE INDUSTRIAL PARK, being a Subdivision of a part of the Southeast 1/4 of Section 6, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 17th day of August, 2023, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

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

BION STRENGTH AND CONDITIONING LLC – SPECIAL USE

RESOLUTION NO. 2023-_____

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1. That this Special Use is approved only for the use of the subject property by Bion Strength and Conditioning LLC, successors and assigns, as a sports training facility use, which shall be developed in substantial compliance with, and operated and maintained by Bion Strength and Conditioning LLC, pursuant to the application materials City file-stamped June 19, 2023 and annexed hereto and incorporated herein as Exhibit A.
2. Bion Strength and Conditioning LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Bion Strength and Conditioning LLC sports training facility, 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 Bion Strength and Conditioning LLC and the sports training facility use for the property located at 6814 S. 112th Street: (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.
4. The property owner or applicant shall submit a Site Plan application attesting compliance with parking setbacks (UDO Section 15-5.0202C4), parking surfacing (UDO 15-5.0202F) and driveway width (UDO 15-5.0207B) within 3 months from the date of approval of this Special Use permit and site improvements shall be installed within 1 year from the date of approval of this Special Use permit, otherwise this Special Use shall be revoked. Alternatively, the applicant may request a variance to allow for a reduction of the parking setback, subject to approval by the Board of Zoning and Building Appeals.
5. The property owner or applicant shall submit a Site Plan application attesting compliance with the required quantity of 8 parking stalls and parking design standards of UDO Section 15-5.0202 within 3 months from the date of approval of this Special Use permit and site improvements shall be installed within 1 year from the date of approval of this Special Use permit, otherwise this Special Use shall be revoked.
6. The property owner or applicant shall submit a Landscape Plan as part of a Site Plan application attesting compliance with the minimum required quantity of plant units within 1 year from the date of approval of this Special Use permit, otherwise the Special Use shall be revoked. City Development staff recommends that the majority of the required plantings should be installed in the 20-foot planting screen along the east property line.

BION STRENGTH AND CONDITIONING LLC – SPECIAL USE

RESOLUTION NO. 2023-_____

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7. All signage shall comply with the requirements of Chapter 210 of the Municipal Code and must receive a Sign Permit from the City Development Department prior to installation.

BE IT FURTHER RESOLVED, that in the event Bion Strength and Conditioning LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

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

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

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

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

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

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

BION STRENGTH AND CONDITIONING LLC – SPECIAL USE
RESOLUTION NO. 2023-_____

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APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

REPORT TO THE PLAN COMMISSION

Meeting of August 17, 2023

Special Use

RECOMMENDATION: City Development Staff recommends approval of this Special Use application subject to the conditions set forth in this staff report and the attached resolution.

Project name: Bion Strength and Conditioning – Special Use
Property Owner: Specter Holdings LLC
Applicant: Stevan Dukic. Bion Strength and Conditioning LLC
Property Address/TKN: 6814 S. 112th Street / 748 0063 000
Aldermanic District: District 6
Zoning District: M-1 Limited Industrial
Staff Planner: Régulo Martínez-Montilva, AICP, CNUa, Principal Planner

Project Description/Analysis

Please note:

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

Special Use request to allow for a sports training facility in a multi-tenant building located in the M-1 Limited Industrial zoning district. Sports training facilities are classified as “Physical Fitness Facilities” under Standard Industrial Classification (SIC) Title No. 7991, which requires a special use permit in the M-1 zoning district.

The proposed use would be located on the east end of the building. According to the project narrative, the applicant is not proposing any exterior improvements at this time.

Sports training facilities may be allowed by Special Use permit in the M-1 district and are classified under the Standard Industrial Classification (SIC) No 7991:

7991 Physical Fitness Facilities

Establishments primarily engaged in operating reducing and other health clubs, spas, and similar facilities featuring exercise and other active physical fitness conditioning, whether or not on a membership basis. Also included in this industry are establishments providing aerobic dance and exercise classes.

The applicant has submitted a substantially complete application for a special use permit, allowing for Section § 15-3.0701 of the Unified Development Ordinance sets out the General Standards for Special Uses. City Development staff does not anticipate adverse impacts to adjacent properties because the training activities would be conducted inside the building.

UDO Section § 15-3.0703 Detailed Standards for Special Uses in Nonresidential Districts does NOT apply to this project, as the proposed special use not one of the specified special uses in this section.

Site compliance

Pursuant to the Unified Development Ordinance (UDO) Section 15-3.0701A.7, a special use shall conform to the applicable regulations of the zoning district in which is located, the M-1 Limited Industrial district in this case. Staff visited the site on July 21 and noticed the following noncompliance issues:

- a) The site doesn't appear to comply with the required 10-foot parking setback from the south property line, UDO Section 15-5.0202C4.
- b) Parking stalls are not marked by painted lines, UDO 15-5.0202F.
- c) The existing driveway appears to exceed the maximum width of 24 feet at the property line and 30 feet at the edge of the street, UDO 15-5.0207B. Note that the Plan Commission may approve greater distances with a Site Plan application.

City Development staff recommends that the property owner or applicant shall submit a Site Plan application attesting compliance with parking setbacks (UDO Section 15-5.0202C4), parking surfacing (UDO 15-5.0202F) and driveway width (UDO 15-5.0207B) within 3 months from the date of approval of this Special Use permit and site improvements shall be installed within 1 year from the date of approval of this Special Use permit, otherwise this Special Use shall be revoked.

According to the applicant's calculations, the existing Landscape Surface Ration (LSR) is 0.43 (11,325 sq. ft. / 26,242 sq. ft.) which is in compliance with the minimum LSR of 0.4.

Parking

The site currently has two separate units: 6812 and 6814 South 112th Street. The parking requirement for each unit are presented below:

- **Unit 6812.** Per city records, the last permit issued in 2022 is for warehouse use. Per UDO Table 15-5.0203, the parking ratio for this use is 0.5 parking stalls per 1,000 sq. ft of floor area. This unit is approx. 3,900 sq. ft; therefore, the required parking is 2 stalls.
- **Unit 6814.** Per this application, the expected parking demand is 6 parking stalls (applicant, one trainer/employee and 1-4 customers) Note that the parking ratio for health clubs is 4 stalls per 1,000 sq. ft of floor area. This unit is approx. 2,000 sq. ft.; therefore, the required parking is 8 stalls Per UDO 15-5.0203A, the approval authority (the Common Council for special uses), may approve reductions of up to 25% below the standard parking ratio.

City Development staff recommends approval of the reduction of minimum required parking from 8 stalls to 6 stalls for Unit 6814. The total required parking for the entire site is 8 stalls (Units 6812 and 6814).

City Development staff recommends that the property owner or applicant shall submit a Site Plan application attesting compliance with the required quantity of 8 parking stalls and parking design standards of UDO Section 15-5.0202 within 3 months from the date of approval of this Special Use permit and site improvements shall be installed within 1 year from the date of approval of this Special Use permit, otherwise this Special Use shall be revoked.

Landscaping

Pursuant to UDO Table 15-5.0302, the required quantity of plantings (trees and shrubs) is based on the quantity of provided parking. See table below:

Commercial, Office, Institutional and Similar Uses		
Type	Planting Size	Minimum Quantity
Canopy Shade Tree	25 inch diameter	per 5 provided parking stalls
Emerald Green	4 feet tall	per 1 provided parking stall
Decorative Tree	15 inch diameter	per 1 provided parking stall
Shrubs	3 feet tall	per 5 provided parking stalls

Manufacturing (Industrial)		
Type	Planting Size	Minimum Quantity
Canopy Shade Tree	25 inch diameter	per 10 provided parking stalls
Emerald Green	4 feet tall	per 10 provided parking stalls
Decorative Tree	15 inch diameter	per 10 provided parking stalls
Shrubs	3 feet tall	per 10 provided parking stalls

Even though, this site is located in an industrial zoning district, the proposed use is commercial, so the commercial use table applies.

City Development staff recommends that the property owner or applicant shall submit a Landscape Plan as part of a Site Plan application attesting compliance with the minimum required quantity of plant units within 1 year from the date of approval of this Special Use permit, otherwise the Special Use shall be revoked. City Development staff recommends that the majority of the required plantings should be installed in the 20-foot planting screen along the east property line. See appendix #1.

Staff Recommendation:

City Development Staff recommends **approval of this Special Use** application subject to the following conditions.

1. City Development staff recommends that the property owner or applicant shall submit a Site Plan application attesting compliance with parking setbacks (UDO Section 15-5.0202C4), parking surfacing (UDO 15-5.0202F) and driveway width (UDO 15-5.0207B) within 3 months from the date of approval of this Special Use permit and site improvements shall be installed within 1 year from the date of approval of this Special Use permit, otherwise this Special Use shall be revoked. Alternatively, the applicant may request a variance to allow for a reduction of the parking setback, subject to approval by the Board of Zoning and Building Appeals.
2. City Development staff recommends that the property owner or applicant shall submit a Site Plan application attesting compliance with the required quantity of 8 parking stalls and parking design standards of UDO Section 15-5.0202 within 3 months from the date of approval of this Special Use permit and site improvements shall be installed within 1 year from the date of approval of this Special Use permit, otherwise this Special Use shall be revoked.
3. City Development staff recommends that the property owner or applicant shall submit a Landscape Plan as part of a Site Plan application attesting compliance with the minimum required quantity of plant units within 1 year from the date of approval of this Special Use permit, otherwise the Special Use shall be revoked. City Development staff recommends that the majority of the required plantings should be installed in the 20-foot planting screen along the east property line.

Appendix #1. Plat of survey dated August 10, 1989.

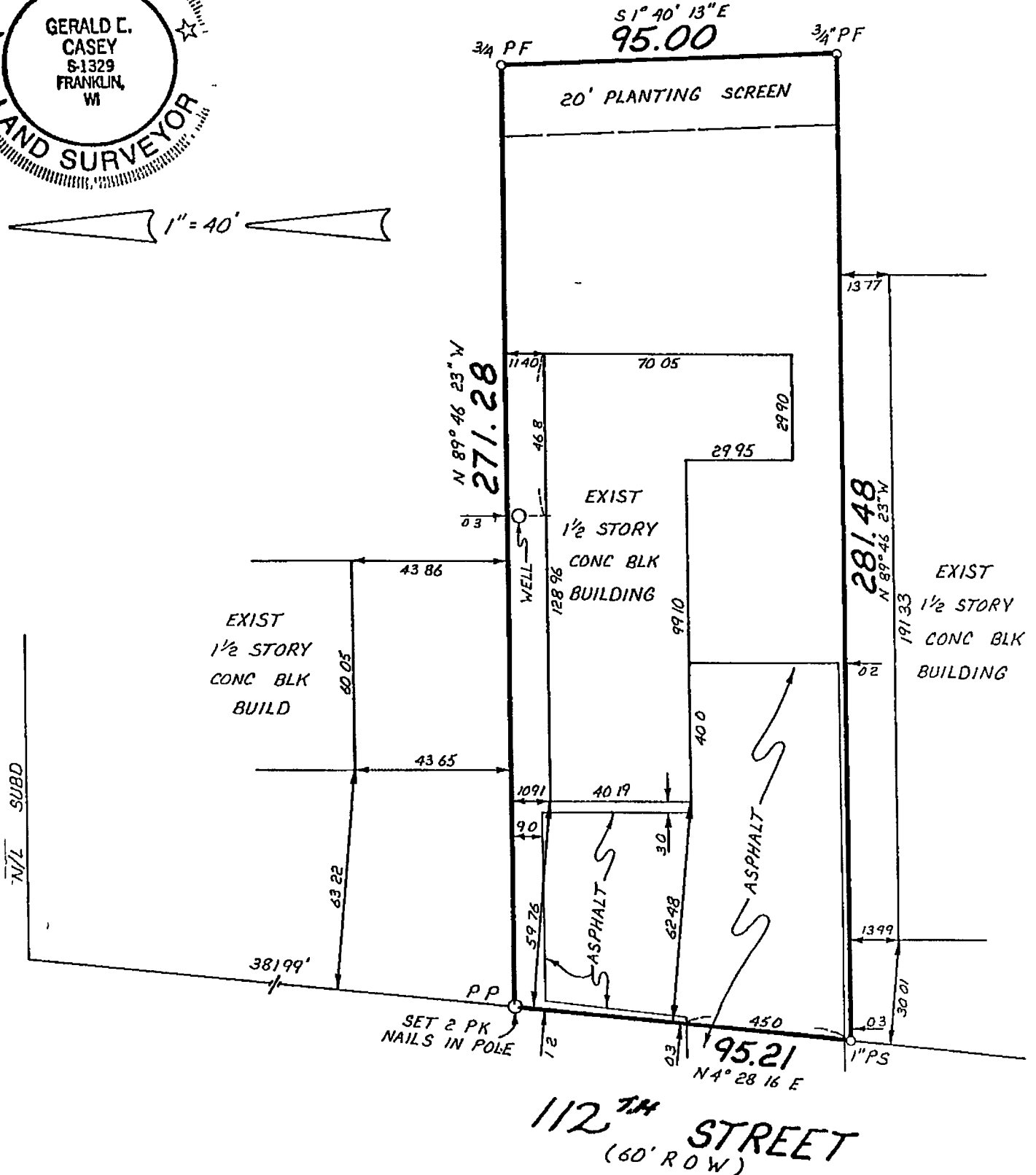
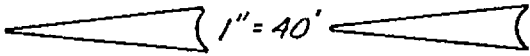
Subdivision of a part of the southeast 1/4 of Section 6, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

August 10, 1989

Survey No 75381

Drwg Revised 8/18/89 (Located well, changed street name)

6-1-0004



METROPOLITAN SURVEY SERVICE, INC

REGISTERED LAND SURVEYORS

9415 W FOREST HOME AVE SUITE 107 HALES CORNERS WI 53130
529-5380

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY ITS EXTERIOR BOUNDARIES THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON BOUNDARY FENCES APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS IF ANY

City of Franklin
Department of City Development

Date: July 21, 2023

To: Stevan Dukic. Bion Strength and Conditioning LLC

From: Department of City Development
Régulo Martínez-Montilva, AICP, CNUa, Principal Planner

RE: Application for Special Use – Bion Strength and Conditioning
6814 S. 112th Street

Below are staff comments regarding your Special Use application submitted on June 19, 2023:

Department of City Development comments and issues

1. Please provide existing Landscape Surface Ratio (LSR) calculations. Note that the minimum required LSR in the M-1 zoning district is 0.4 per UDO Table 15-3.03. See definitions below:
 - a) *LANDSCAPE SURFACE AREA: Surface area of land not covered by any building or impervious surface, and that is maintained as a natural area and left undisturbed or to support plant life*
 - b) *LANDSCAPE SURFACE RATIO (LSR): The ratio derived by dividing the area of landscaped surface by the base site area*

2. Pursuant to the Unified Development Ordinance (UDO) Section 15-3.0701A.7, a special use shall conform to the applicable regulations of the zoning district in which is located, the M-1 Limited Industrial district in this case. Staff visited the site on July 21 and noticed the following noncompliance issues:
 - a) The site doesn't appear to comply with the required 10-foot parking setback from the south property line, UDO Section 15-5.0202C4.
 - b) Parking stalls are not marked by painted lines, UDO 15-5.0202F.
 - c) The existing driveway appears to exceed the maximum width of 24 feet at the property line and 30 feet at the edge of the street, UDO 15-5.0207B. Note that the Plan Commission may approve greater distances with a Site Plan application.

- See recommended conditions of approval.

3. See parking requirements below for the entire site (units 6812 and 6814):
 - a) Unit 6812. Per city records, the last permit issued in 2022 is for warehouse use. Per UDO Table 15-5.0203, the parking ratio for this use is 0.5 parking stalls per 1,000 sq. ft of floor area. This unit is approx.. 3,900 sq. ft, therefore, the required parking is 2 stalls.

- b) Unit 6814. Per your application, the expected parking demand is 6 parking stalls (yourself, one trainer/employee and 1-4 customers). Note that the parking ratio for health clubs is 4 stalls per 1,000 sq. ft. of floor area. This unit is approx. 2,000 sq. ft.; therefore, the required parking is 8 stalls. Per UDO 15-5.0203A, the approval authority (the Common Council for special uses), may approve reductions of up to 25% below the standard parking ratio. Your request is subject to review and approval.

If your request is approved, the total required parking for the entire site would be 8 stalls. The required parking stalls shall be marked by painted lines as noted in comment #2 and shall comply with the design standards of UDO Section 15-5.0202. See recommended conditions of approval.

4. Pursuant to UDO Table 15-5.0302, the required quantity of plantings (trees and shrubs) is based on the quantity of provided parking. See table below:

Commercial, Office, Institutional and Similar Uses		
Type	Planting Size	Minimum Quantity
Canopy Shade Tree	25 in. Caliper	1 per 100 provided parking stalls
Energy Efficient	4 feet tall	1 per 100 provided parking stalls
Decorative Tree	15 in. Caliper	1 per 100 provided parking stalls
Shrubs	3 feet tall	1 per 100 provided parking stalls

Manufacturing (Industrial)		
Type	Planting Size	Minimum Quantity
Canopy Shade Tree	25 in. Caliper	1 per 100 provided parking stalls
Energy Efficient	4 feet tall	1 per 100 provided parking stalls
Decorative Tree	15 in. Caliper	1 per 100 provided parking stalls
Shrubs	3 feet tall	1 per 100 provided parking stalls

Even though, this site is located in an industrial zoning district, the proposed use is commercial, so the commercial use table applies. See recommended conditions of approval.

Engineering Department comments

5. No comments.

Fire Department comments

6. FD has no comments/concerns

Inspection Services Department comments

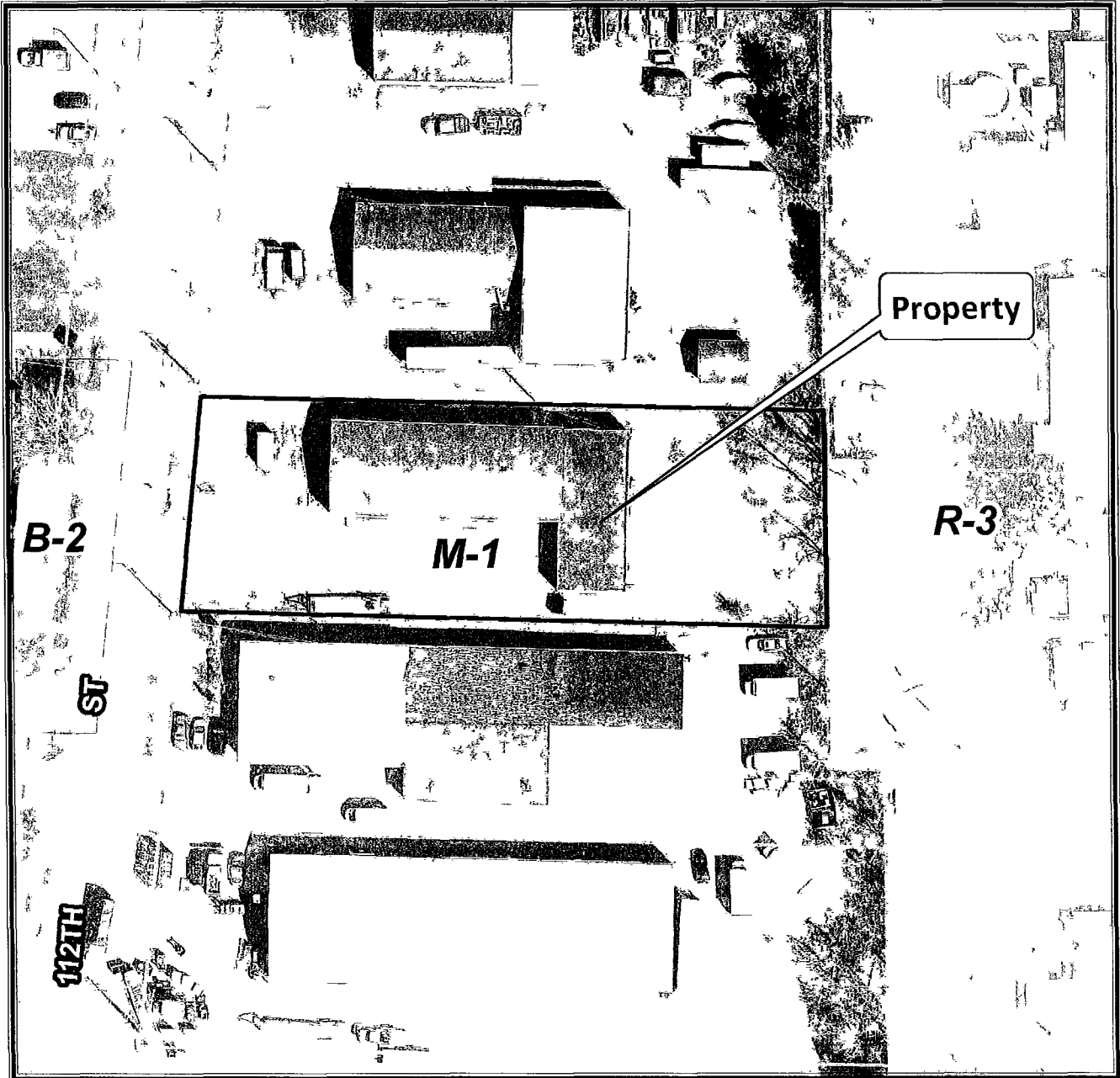
7. Inspection Services has no comments on the proposal at this time.

Recommended conditions of approval

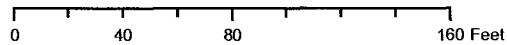
If your Special Use permit request is approved, staff recommends the following conditions of approval:

1. City Development staff recommends that the property owner or applicant shall submit a Site Plan application attesting compliance with the parking setbacks (UDO Section 15-5.0202C4), parking surfacing (UDO 15-5.0202F) and driveway width (UDO 15-5.0207B) within 3 months from the date of approval of this Special Use permit and site improvements shall be installed within 1 year from the date of approval of this Special Use permit, otherwise this Special Use shall be revoked.
2. City Development staff recommends that the property owner or applicant shall submit a Site Plan application attesting compliance with the required quantity of 8 parking stalls and parking design standards of UDO Section 15-5.0202 within 3 months from the date of approval of this Special Use permit and site improvements shall be installed within 1 year from the date of approval of this Special Use permit, otherwise this Special Use shall be revoked.
3. City Development staff recommends that the property owner or applicant shall submit a Landscape Plan as part of a Site Plan application attesting compliance with the minimum required quantity of plant units within 1 year from the date of approval of this Special Use permit, otherwise the Special Use shall be revoked. City Development staff recommends that the majority of the required plantings should be installed in the east end of the site which is labeled as a 20-foot planting screen (see attached plat of survey).

6814 S. 112th Street
TKN 748 0063 000



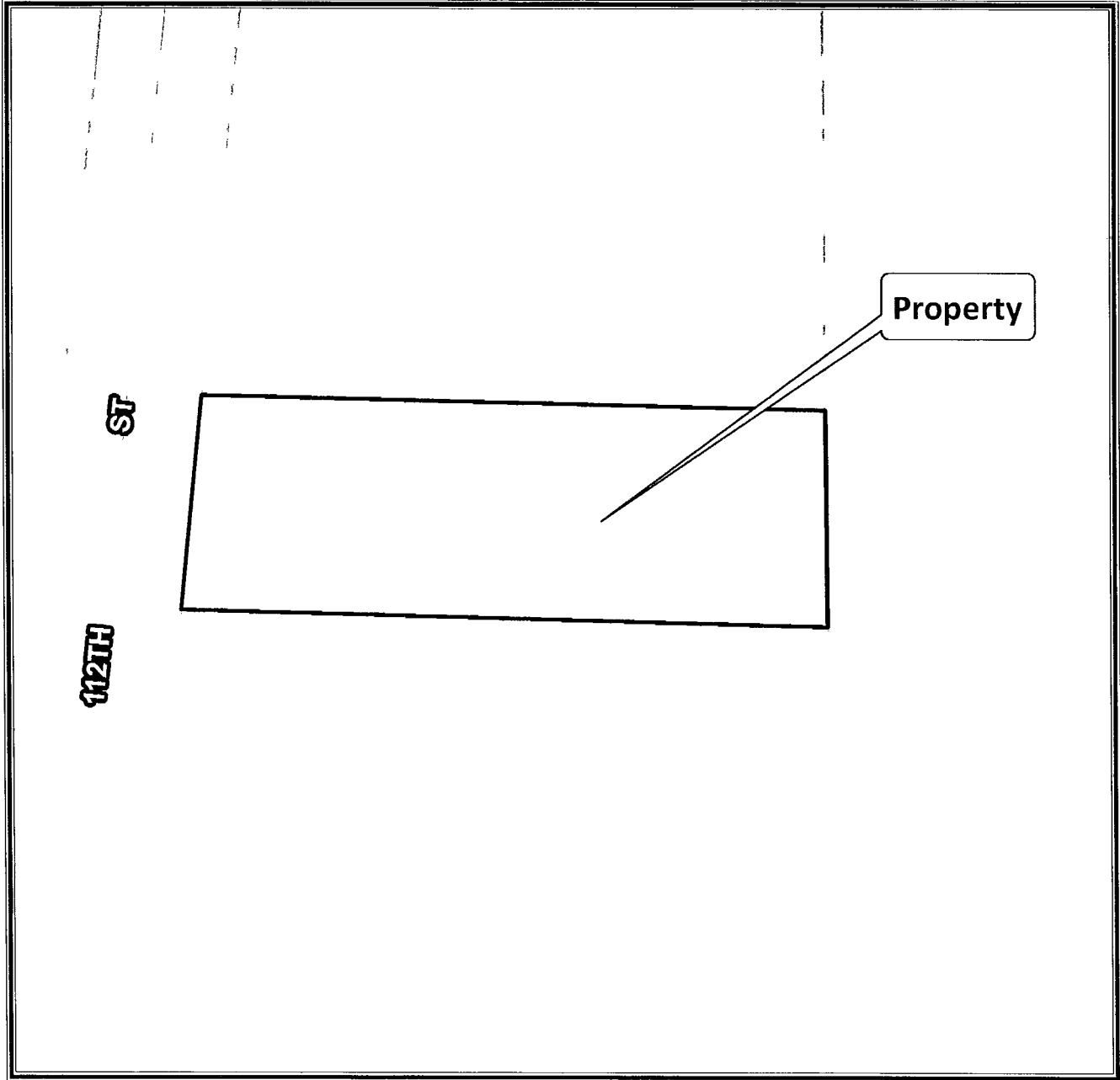
Planning Department
(414) 425-4024



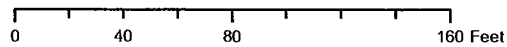
2021 Aerial Photo

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

6814 S. 112th Street
TKN 748 0063 000



Planning Department
(414) 425-4024



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



Exhibit A

Proposed (Special) Use of 6814 S. 112th Street

I, Stevan Dukic, have been a personal trainer/coach since graduating from Carroll University in 2014. In 2018, I started Bion Strength and Conditioning LLC to focus my efforts on the world of sports performance. I played for the Carroll University Men's Soccer program and learned the value of what the weight room could provide and therefore chose to pursue teaching others of its importance. I continue my education through personal research and reading, along with online and in-person seminars to keep honing my skills to help provide the best quality of service I can.

My proposed use of this space would be to keep the intended space as is, but to just fill the warehouse with training equipment, some already owned and some to still be purchased upon approval of the usage of space and occupancy. I specialize in baseball and soccer, however, I help coach athletes of all sports one on one and in small groups (3-4 people at a time). The intended space has a large parking area, as well as a fully functional bathroom for client usage. The intended usage of the space would not interfere with the surrounding area as all activity will be provided within the facility as to not to disturb any neighbors.

DIVISION 15-3.0700

SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701

GENERAL STANDARDS FOR SPECIAL USES

A. **General Standards.** No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:

1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof.

Response: The proposed use will be in harmony with the general and specific purposes for which this ordinance was enacted

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood.

Response: The proposed use will not have any adverse effects upon the local community or neighborhood

3. **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations

Response: The proposed use will not interfere with the use and development of neighboring property

4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities.

Response: The proposed use will serve adequate essential public facilities and services

5. **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Response: The proposed use will not cause any undue traffic congestion

6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Response: *The proposed use will not lead to the destruction of any significant features*

7. **Compliance with Standards.** The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

Response: *The proposed special use shall conform to the applicable regulations of the district in which it is located*

- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

Response: *The proposed special use shall comply with all special standards in the particular zoning district*

- C. **Considerations.** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. **Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Response: *The proposed use will have a positive impact on the community by providing a health/wellness service to improve people's quality of life*

2. **Alternative Locations.** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

Response: *Alternative locations have been investigated, however, the proposed property for special use consideration has been the most appropriate option.*

3. **Mitigation of Adverse Impacts.** Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening

Response: All possible steps have been taken to minimize any adverse effects of the proposed property

4. **Establishment of Precedent of Incompatible Uses in the Surrounding Area.** Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area.

Response: The Intended special use should not encourage any Incompatible uses in the surrounding area

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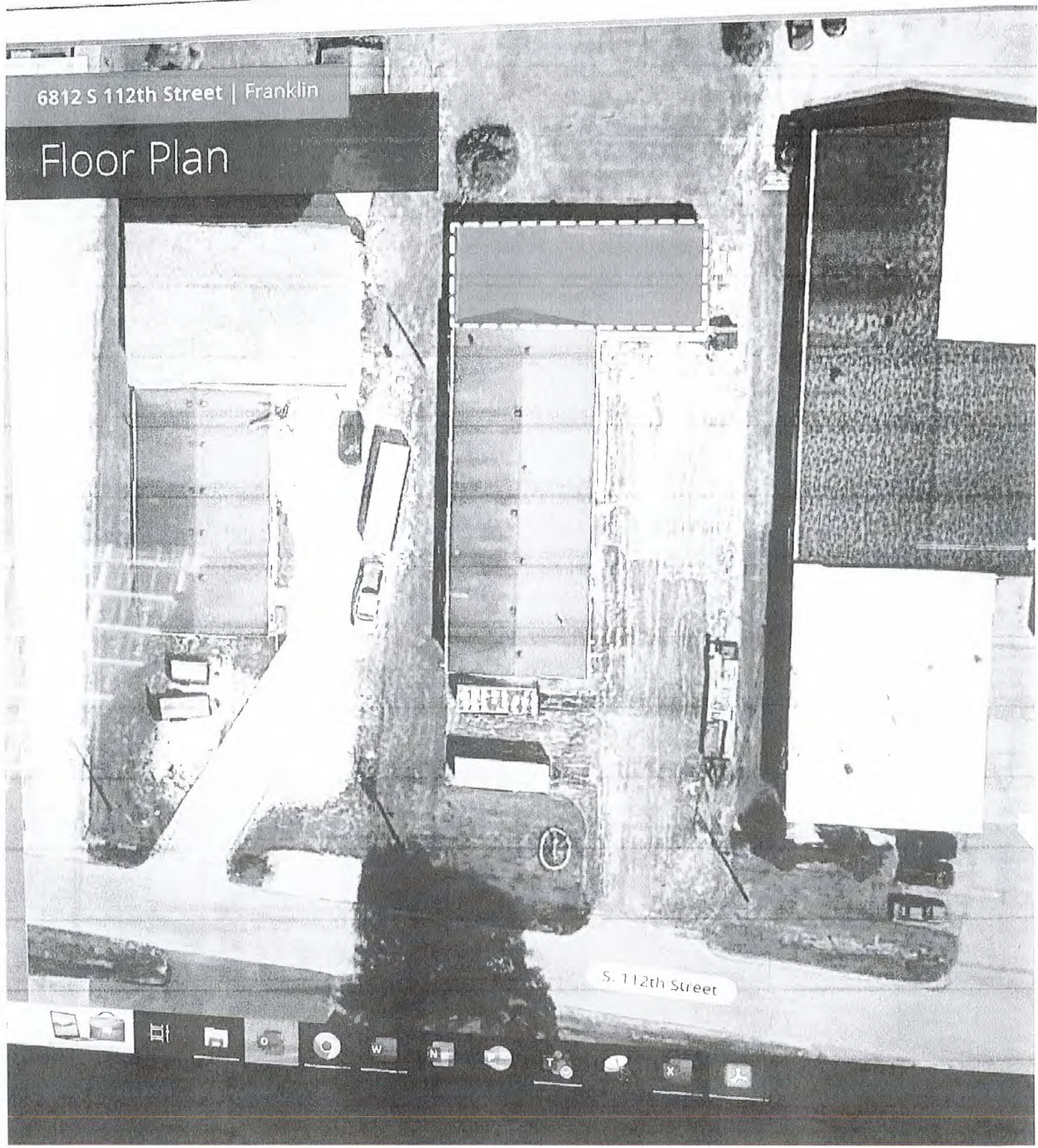
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Accelerating s

6812 S 112th Street | Franklin

Floor Plan



<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JK</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>9/15/23</i></p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Discussion Regarding Meeting Time Change for Plan Commission</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.14.</i></p>

Background

Plan Commission meetings start at 7 p.m. Mayor Nelson and the staff would like to discuss adjusting this time to begin at 6 p.m., allowing less time for the team between the end of their work day and the beginning of the meeting, where they currently spend two hours of their evening waiting for the Plan Commission meeting to start. This change also allows staff and Plan Commissioners to leave City Hall an hour earlier.

Recommendation

Mayor Nelson and staff recommend changing the Plan Commission meeting start times to 6 p.m., effective with the first Plan Commission meeting in October 2023.

COUNCIL ACTION REQUESTED

Motion to change the Plan Commission meeting start time, leave start time as is currently, or as directed by Council.

Mayor

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<p style="text-align: center;">APPROVAL X</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 09/05/23</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Establish 2023 Trick or Treat</p>	<p style="text-align: center;">ITEM NUMBER G.15.</p>

The Council may wish to establish the 2023 Trick or Treat observance at this time for notification.

In 2022, Trick or Treat was held on Sunday, October 30, from 4-7pm. It is recommended that Saturday, October 28, from 4-7pm be established for 2023.

COUNCIL ACTION REQUESTED

Motion to establish Saturday, October 28, 2023, from 4-7 pm for the Halloween Trick of Treat observance in the City of Franklin.

Or as directed

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APPROVAL ✕	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/05/2023
REPORTS & RECOMMENDATIONS	<p>Confirmation of the Appointment of Justin Ligocki as the Director of Inspection Services</p> <p>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.</p>	ITEM NUMBER G.16

BACKGROUND

Tony Csavoj, Director of Inspection Services, has provided HR with notice of termination effective Friday, September 29, 2023. However, it is important to Tony to ensure he is leaving the department in good hands. As a result, Tony highly recommends Justin Ligocki to succeed him. Justin has been employed in the department for 4 years, has earned the respect of his colleagues, is a strong contributor, a natural leader, knowledgeable, would offer the department similar leadership to Tony, and knows the culture of the City and the Department of Inspections. Justin has proven to be a reliable, hardworking, and collaborative member of the Inspection Services department. Mayor Nelson, Human Resources Manager Dana Zahn, and Director of Administration Kelly Hersh spoke with Tony regarding his departure, listened to his reasons for recommending Justin, and interviewed Justin. Mayor Nelson and staff are confident in Tony's recommendation and trust Justin will successfully fill Tony's position with the City. Justin will be available at the meeting to answer any questions.

RECOMMENDATION

It is the recommendation of Mayor Nelson and staff for the Common Council to confirm the appointment of Justin Ligocki as the Director of Inspection Services effective Monday, October 2, 2023, with a starting salary of \$91,000 and an increase of \$5,000 after completing a 6-month probationary period and an increase to a 4-week/year vacation benefit accrual rate. Other benefits will be the standard benefits for non-represented management employees.

COUNCIL ACTION REQUESTED

Motion to confirm the appointment of Justin Ligocki as the Director of Inspection Services for the City of Franklin.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">✱</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">September 5, 2023</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p><i>BPC County Land, LLC v. City of Franklin, Milwaukee County Circuit Court Case Nos. 2019-CV-8963 and 2021-CV-5581. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.17.</p>

COUNCIL ACTION REQUESTED

As *BPC County Land, LLC v City of Franklin, Milwaukee County Circuit Court Case Nos. 2019-CV-8963 and 2021-CV-5581* are litigation matters which are in process and pending at this time, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.


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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">✍</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">September 5, 2023</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;"><i>Velo Village Apartments, LLC v. City of Franklin, Milwaukee County Circuit Court Case No. 2023-CV-5465. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.18.</p>

COUNCIL ACTION REQUESTED

As *Velo Village Apartments, LLC v City of Franklin*, Milwaukee County Circuit Court Case No. 2023-CV-5465 is a litigation matter which is in process and pending at this time, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE September 5, 2023
REPORTS AND RECOMMENDATIONS	<p>City personnel performance evaluation. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, 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 Wis. Stat. § 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER G.19.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, 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 Wis. Stat. § 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p>APPROVAL</p> <p>X</p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>09/05/23</p>
<p>LICENSES AND PERMITS</p>	<p>MISCELLANEOUS LICENSES</p>	<p>ITEM NUMBER</p> <p>H.</p>

See attached License Committee Meeting Minutes from the License Committee Meeting of September 5, 2023.

COUNCIL ACTION REQUESTED

Approval of the minutes of License Committee Meeting of September 5, 2023.



414-425-7500

License Committee Agenda*
Franklin City Hall Hearing Room
9229 W. Loomis Rd, Franklin, WI
September 5, 2023 – 5:45 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Citizen Comment			
3.	License Applications Reviewed		Recommendations	
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 New	Bryce Hedges Target Store T-2388			
Operator 2023-2024 New	Kamyla Held Luxe Golf/Dog Haus/ Brick			
Operator 2023-2024 New	Sandra Kolb Hideaway Pub & Eatery			
Operator 2023-2024 New	Daniel Luna Marcus Showtime Cinema			
Operator 2023-2024 New	Max D McCoy Target Store T-2388			
Operator 2023-2024 New	Samantha Piszczek Mulligan's Irish Pub & Grill			
Operator 2023-2024 New	Liam Rodriguez Walgreens #05884			
Operator 2023-2024 New	Megan Rongholt Walgreens #05459			
Operator 2023-2024 New	Lyanna Tibbits Walgreens #15020			
Operator 2023-2024 New	Raven Trammel On the Border			
4.	Adjournment	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.

APPROVAL H	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/5/2023
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated August 11, 2023 through August 31, 2023, Nos 193925 through Nos 194172 in the amount of \$ 2,577,908 25 Also included in this listing are EFT's Nos 5421 through EFT Nos 5441, Library vouchers totaling \$ 29,462 10, Tourism vouchers totaling \$ 7,500 00, Water Utility vouchers totaling \$ 52,730 20 and Property Tax Refunds in the amount of \$ 2,552 60 Voided checks in the amount of \$ (3,007 20) are separately listed

Early release disbursements dated August 11, 2023 through August 30, 2023 in the amount of \$ 1,902,672 50 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 482 through Nos 488 and EFT Nos 341 (S) through Nos 342 (S) dated August 11, 2023 through August 31, 2023 in the amount of \$ 3,847,941 20 \$ 2,637 60 represents refund reimbursements and \$ 3,845,303 60 represents settlements from US Bank There is also an additional \$ 5,588,545 25 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 August 25, 2023 is \$ 685,086 57, previously estimated at \$ 660,000 Payroll deductions dated August 25, 2023 are \$ 538,480 15, previously estimated at \$ 552,000

The estimated payroll for September 8, 2023 is \$ 465,000 with estimated deductions and matching payments of \$ 250,000

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of August 31, 2023 in the amount of \$ 2,577,908 25
- Payroll dated August 25, 2023 in the amount of \$ 685,086 57 and payments of the various payroll deductions in the amount of \$ 538,480 15, plus City matching payments and
- Estimated payroll dated September 8, 2023 in the amount of \$ 465,000 and payments of the various payroll deductions in the amount of \$ 250,000, plus City matching payments

ROLL CALL VOTE NEEDED