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CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
WEDNESDAY APRIL 3, 2024 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 March 19, 2024.
- D. Hearings.
- E. Organizational: Mayoral Commission Appointments:
 - 1. Steve Suhaysik, 4610 W. Drexel Ave., Ald. Dist. 3–Environmental Commission (3 year unexpired term expiring 04/30/2025).
 - 2. Jesse M. Valdez, 8557 S. Parkland Dr., Ald. Dist. 4–Environmental Commission (3 year unexpired term expiring 04/30/2025).
 - 3. Cathrine Kosler, 8205 W. Drexel Ave., Dist. 1–Parks Commission (3 year unexpired term expiring 04/30/2026).
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Franklin Historical Society – Proposal for 2026 Fourth of July Celebration honoring the 250th signing of the Declaration of Independence.
 - 2. Request to purchase replacement Inspection Services vehicle in the amount of \$26,476.
 - 3. Request Council approval to apply for a Federal Emergency Management Administration (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant for Fiscal Year 2023, in order to fund six firefighter/paramedic full time employees for a period of 36 months.
 - 4. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budgets for the Capital Outlay Fund to Carryforward \$234,700.00 of Unused 2023 Fire Department Building Improvements Appropriations for the Exhaust Source Capture Replacement at all Three Fire Stations.
 - 5. A Resolution to Amend Resolution No. 2023-7959, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for the Development of a Single-Story Building Housing Offices and a Car Wash Facility (Jilly’s Car Wash), with Adjacent Parking for Vacuum Stalls as well as General Parking, Three Separate Pay Stations, Landscaping and Lighting Upon Property Located at 5484 West Rawson Avenue. (By Jonathan J. Zimmerman, President, Jilly’s, LLC,

- Applicant, Devo Properties/Rawson LLC, Property Owner) to Extend the Time for Commencement of the Special Use Development.
6. A Resolution to amend Resolution No. 2003-5502 Imposing Conditions and Restrictions for the Approval of a Special Use for 5801 W. Franklin Drive, to allow for outdoor storage (Allis Roller LLC, property owner).
 7. An Ordinance to Amend Municipal Code §10-7A, Parks Commission – Membership by Adding a Franklin Public School District Community Education and Recreation Department Member as an Ex-officio, Non-Voting Member of the Parks Commission.
 8. A Resolution Approving a Business Development Guide for Marketing and Promoting the City of Franklin, Wisconsin.
 9. A Resolution Authorizing Certain Officials to Execute an Agreement with CP2 Inc. for Professional Strategic Planning Services.
 10. An Ordinance to Amend Municipal Code §207-15K.(2)(i) to defer up to twenty-six Special Assessments for Water Lines Constructed for a Water Tower to serve the City of Franklin.
 11. A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Granted by §207-15 of the Municipal Code, and §66.0701 of the State Statutes and Establish a Public Hearing Date for the Cost of a Watermain on S. Lovers Lane Road from W. St. Martins Road to 7910 S. Lovers Lane Road.
 12. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the ARPA Fund to Re-Appropriate the Transfer of \$18,100 from the Capital Improvement Fund to the Water Utility Fund.
 13. A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Granted by §207-15 of the Municipal Code, and §66.0701 of the State Statutes and Establish a Public Hearing Date for the Cost of a Pathway on W. Loomis Road (STH 36) from W. St. Martins Road (STH 100) to W. Rawson Avenue (CTH BB).
 14. Direction Concerning the Design of the W. Puetz Road Pathway from S. 76th Street to W. St. Martins Road.
 15. A Resolution Authorizing Certain Officials to Execute a Master Energy Services Agreement with Johnson Controls, Inc. to Develop an Energy Saving Performance Contract to Implement Energy Efficiency, Safety, Security and Renewable Energy Measures at Various City Buildings and Infrastructure.
 16. A Resolution Ratifying an Offer to Purchase between the City of Franklin and Mallory Improvement Corp for the Sale of the Property Located at 9619 S. 60th Street (TKN 898-9997-011).
 17. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budget for the Sanitary Sewer Fund to Provide Additional \$915,839 Appropriations for the Construction of the 2024 Sump Pump Project Fully Funded by the Milwaukee Metropolitan Sewerage District.
 18. Authorize the Memorandum of Understanding Between the City of Franklin and the Franklin School District to Partner on Local Traffic Calming and Pedestrian Safety Enhancements (Franklin High School Traffic Signal Project).
 19. An Ordinance to Amend §55-1 of the Municipal Code to Remove the Position of Planning Manager from the Codified Listing of City Officials; Unclassified Service.

Common Council Meeting Agenda

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20. Finalization Tax Increment Finance District #4 (Ascension Hospital) – Accept Final Audit and Authorize Distribution of Remainder Funds.
21. Final designation of the City of Franklin portion of TIF District #4 tax increment proceeds.
22. A Resolution to Execute Amendment 1 to Contract with Clark Dietz, Inc. for Construction Services Related to the 2024 Sump Pump Project in the Amount of \$62,770.
23. An Ordinance to amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the TID #4 Fund to Provide Additional \$2,056,807 Appropriations for the Final Distribution of Remaining Funds to all Applicable Taxing Jurisdictions.
24. An Ordinance to Amend the Municipal Code §207-12 to Require Easements for Water Service Pipes with a Diameter of 6 Inches and Larger.
25. Results of the Department of Public Works sale of surplus vehicles & equipment.
26. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budget for the ARPA Fund to Re-Appropriate the Transfer of \$85,000 from the Capital Improvement Fund to the Sanitary Sewer Fund and Provide \$85,000 Appropriations in the Sanitary Sewer Fund to Support the Design of the Department of Public Works Campus Utilities.
27. Approval of Event Service Agreement with Service Sanitation for 2024 St. Martins Fair Portable Restroom/Handwash Facilities.
28. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budget for the Donations Fund to Provide \$1,338.77 of Furniture/Fixture Appropriations for the Donation and Installation of the Community Bench at the Senior Center.
29. Request to Make 2024 Scheduled Municipal Revenue Obligation Payment to Velo Village Apartments.
30. Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of April 3, 2024.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Notice is given that a majority of the Parks Commission may attend this meeting to gather information about an agenda item over which the Parks Commission has decision-making responsibility. This may constitute a meeting of the Parks Commission per State ex rel Badke v Greendale Village Board, even though the Parks Commission will not take formal action at this meeting.

**Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

Common Council Meeting Agenda

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[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:

April 4	Plan Commission	6:00 p.m.
April 9	Special Committee of the Whole	6:30 p.m.
April 16	Common Council Meeting	6:30 p.m.
April 18	Plan Commission	6:00 p.m.
May 7	Common Council Meeting	6:30 p.m.

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MARCH 19, 2024
MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on March 19, 2024, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.

- CITIZEN COMMENT B.1. Citizen comment period was opened at 6:34 p.m. and was closed at 6:59 p.m.

- MAYORAL ANNOUNCEMENT B.2. Volition Franklin members presented a Mayoral Proclamation declaring the week of March 18-March 24, 2024 to be Light & Unite Red Week spotlighting the dangers of substance misuse and the importance of mental health.

- MINUTES MARCH 5, 2024 C. Alderman Holpfer moved to approve the minutes of the Common Council meeting of March 5, 2024 as amended. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- UPDATE ON ROC BALLPARK COMMONS G.1. The Milwaukee County Sound Study will be discussed at the April 9, 2024 Committee of the Whole.

- CLOSED SESSION WHOLESAL PUBLIC WATER SUPPLY G.37. Alderwoman Eichmann moved to enter closed session pursuant to Wis. Stat § 19.85(1)(e) to deliberate upon information, terms and provisions of the potential provision of public water supply to the City of Franklin as related to the City, the Franklin Municipal Water Utility and its customers in 2024 and beyond; and the potential negotiation of terms in relation thereto, including, but not limited to potential amendments to the Agreement for Oak Creek to Provide Water at Wholesale to Franklin, potential agreement terms with alternate public water supply sources, including, but not limited to the City of Milwaukee and Milwaukee Water Works, a financial analysis study of long-term water supply, and the investing of public funds and governmental actions in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded Alderman Barber. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:04 p.m., Alderman Holpfer moved to direct staff to prepare a contract pursuant to the draft term sheet

contingent upon the general approval of the term sheet by the City of Oak Creek. Seconded by Alderwoman Eichmann. On a roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 8:05 p.m.

Mayor Nelson reconvened at 8:11 p.m.

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| SPECIAL EXCEPTION TO NATURAL RESOURCE PROVISIONS OF THE UDO, GREG MARSO, APPLICANT | G.2. | Alderwoman Eichmann moved to adopt the standards, findings and decision of the City of Franklin Common Council upon the application of Greg Marso, Applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RES. 2024-8110 CONSERVATION EASEMENT FOR NATURAL RESOURCE SPECIAL EXCEPTION BY GREG MARSO, APPLICANT (7520 W KENSINGTON WAY) | G.3. | Alderman Hasan moved to adopt Resolution No. 2024-8110, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A NATURAL RESOURCE SPECIAL EXCEPTION BY GREG MARSO, APPLICANT AND PROPERTY OWNER (7520 W. KENSINGTON WAY). Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| CONCEPT REVIEW – MIXED-USE DEVEL. AT 9661, 9745, & 9821 W. LOOMIS RD., 9710, 9760, & 9824 W. ST. MARTINS RD., 9530 W. PUETZ RD., & 9355 W. BRENWOOD PARK DR. (UNITED FINANCIAL GROUP, INC., APPLICANT) | G.4. | No action taken after the presentation for a MIXED-USE DEVELOPMENT LOCATED AT 9661, 9745, AND 9821 W. LOOMIS ROAD, 9710, 9760, AND 9824 W. ST. MARTINS ROAD, 9530 W. PUETZ ROAD, AND 9355 W. BRENWOOD PARK DRIVE (UNITED FINANCIAL GROUP, INC., APPLICANT). |
| RES. 2024-8111 SPECIAL USE – CAR DETAILING AT 8853 S 27 TH STREET, (BFS LLC, APPLICANT) | G.5. | Alderwoman Day moved to adopt Resolution No. 2024-8111, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A CAR DETAILING USE UPON PROPERTY LOCATED AT 8853 S 27 TH STREET, (BFS LLC, APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| RES. 2024-8112 STORM WATER FACILITIES | G.6. | Alderman Barber moved to adopt Resolution No. 2024-8112, A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A STORM |

MAINTENANCE
AGREEMENT &
MANAGEMENT
ACCESS EASEMENT
AT 8930 S. 116TH ST.

WATER MANAGEMENT ACCESS EASEMENT FOR 8930 SOUTH 116TH STREET, TKN 845-9996-000. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2024-8113
SUBDIVISION
DEVELOPMENT
AGREEMENT OF
CAPE CROSSING
SUBD. AT 12200 W.
RYAN RD.

G.7. Alderman Craig moved to adopt Resolution No. 2024-8113, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE SUBDIVIDER OF CAPE CROSSING SUBDIVISION, AT APPROXIMATELY 12200 W. RYAN ROAD, TKN 890-1074-000. Seconded by Alderwoman Day. All voted Aye; motion carried.

RES 2024-8114
EASEMENT-WI
POWER COMPANY
LIONS LEGEND
PARK

G.8. Alderwoman Eichmann moved to adopt Resolution 2024-8114, A RESOLUTION TO GRANT AN EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY IN LIONS LEGEND PARK AT APPROXIMATELY 8030 S. LEGEND DRIVE, TKN 802-9995-001. Seconded by Alderman Hasan. All voted Aye; motion carried.

AMENDMENT NO. 1
TO MOU FOR FIBER
OPTIC WAN PROJECT
WITH FRANKLIN
SCHOOL DISTRICT

G.9. Alderman Craig moved to approve Amendment No. 1 to the Memorandum of Understanding between the City of Franklin and the Franklin School District to allow for colocation of equipment for the Fiber Optic WAN Project. Seconded by Alderman Holpfer. All voted Aye; motion carried.

HEALTH DEPT. –
PURCHASE
IMMUNIZATION
PROGRAM
EQUIPMENT

G.10. Alderman Barber moved to approve the Director of Health and Human Services to purchase immunization program equipment. Seconded by Alderman Holpfer. All voted Aye; motion carried.

COMMUNITIES OF
CROCUS
PRESENTATION

G.11. No action taken after the presentation by Communities of Crocus – create a space in Wisconsin where children with similar disabilities will be supported.

FIRE DEPT, BIDS FOR
REPLACEMENT
SOURCE-CAPTURE
VEHICLE EXHAUST
SYSTEMS AT ALL
STATIONS

G.12. Alderman Hasan moved to authorize the Fire Department to solicit competitive bids for the installation of replacement source-capture vehicle exhaust systems at all three fire stations in accordance and compliance with all applicable state and local statutes and ordinances. Seconded by Alderman Barber. All voted Aye; motion carried.

CAPITAL OUTLAY &
OPERATING BUDGET
PURCHASES FOR
POLICE
DEPARTMENT AUTO
EQUIPMENT,
SOFTWARE &
OFFICE SUPPLIES

- G.13. Alderman Barber moved to authorize the release of funds to make the following Police Department 2024 approved Budget purchases for Auto Equipment, Software and Office Supplies. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Mayor Nelson called a recess at 9:43 p.m.

Mayor Nelson reconvened at 9:50 p.m.

Alderman Barber returned at 9:51 p.m.

Alderwoman Eichmann returned at 9:52 p.m.

2023 CITY
DEVELOPMENT
ANNUAL REPORT

- G.14. Alderwoman Eichmann moved to accept and place on file the Department of City Development Annual Report: 2023. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2024-8115
REDEFINE RURAL &
URBAN AREAS IN
ORD. 85-860 FOR
TRUCK PARKING &
RAISING ANIMALS

- G.15. Alderman Barber moved to adopt Resolution No. 2024-8115, A RESOLUTION REDEFINING THE RURAL AND URBAN AREAS AS PROVIDED IN ORDINANCE NO. 85-860 REGULATING TRUCK PARKING AND RAISING ANIMALS. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2024-8116
AGREEMENT WITH
FOTH
INFRASTRUCTURE
AND ENVIRONMENT,
LLC FOR DESIGN OF
DPW CAMPUS

- G.16. Alderman Holpfer moved to adopt Resolution No. 2024-8116, A RESOLUTION TO ENTER INTO AN AGREEMENT WITH FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC FOR THE DESIGN OF THE DEPARTMENT OF PUNLIC WORKS CAMPUS UTILITIES IN THE VICINITY OF S. 80TH STREET, S. 76TH STREET, AND W. RYAN ROAD FOR \$85,000. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2024-8117
RATIFY RES. 2019-
7537 – CSM FOR 6708
& 6720 S. NORTH
CAPE RD. (DENIS J. &
SHARON L.
BALISTRERI/MELISSA
M. AND
CHRISTOPHER D.
BURGE, APPLICANTS)

- G.17. Alderman Holpfer moved to adopt Resolution No. 2024-8117, A RESOLUTION TO RATIFY AND RE-APPROVE RESOLUTION NO. 2019-7537, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF PARCEL "A" OF CERTIFIED SURVEY MAP NO. 3411, AND UNPLATTED LANDS, BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE, APPLICANTS) (AT 6708 AND 6720 SOUTH NORTH CAPE ROAD), TO PROVIDE THE FINAL AND LAST APPROVAL OF THE CERTIFIED SURVEY

MAP AND TO ALLOW FOR THE RECORDING OF THE CERTIFIED SURVEY MAP. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2024-8118
WATERMAIN AT
W. ST. MARTINS RD.
TO 8120 S. LOVERS
LN. RD.

G.18. Alderwoman Eichmann moved to adopt Resolution No. 2024-8118, A RESOLUTION TO AUTHORIZE THE USE OF EXCESS AMERICAN RESCUE PLAN ACT FUNDS FOR THE DESIGN OF A WATERMAIN FROM W. ST. MARTINS ROAD TO 8120 S. LOVERS LANE IN THE AMOUNT OF \$18,100; Direct Staff to bid this project and return with a recommendation to award contract for construction in 2024; Direct Staff to return with a budget amendment in the amount of \$18,100 for the design of the project; Direct Staff to return with an Ordinance allowing a fair and equitable redistributed water assessments for properties along the North and South watermain sections. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

RES. 2024-8119
CHANGE ORDER NO.
1 – WATER
TRANSMISSION
MAIN ON S. LOVERS
LANE RD. TO
DORNER, INC.

G.19. Alderwoman Eichmann moved to adopt Resolution No. 2024-8119, A RESOLUTION TO ISSUE CHANGE ORDER NO. 1 FOR THE WATER TRANSMISSION MAIN (CONTRACT A) ALONG S. LOVERS LANE IN THE AMOUNT OF \$63,075 TO DORNER, INC. Seconded by Alderman Craig. All voted Aye; motion carried.

RES. 2024-8120
STORM WATER
FACILITIES
MAINTENANCE
AGREEMENT &
MANAGEMENT
ACCESS EASEMENT
& WATER MAIN AT
9410 S. 76TH ST. &
7520 W. RYAN RD.

G.20. Alderman Holpfer moved to adopt Resolution No. 2024-8120, A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND EASEMENTS FOR SANITARY SEWER, STORM WATER MANAGEMENT ACCESS, AND WATER MAIN AT 9410 S. 76TH STREET AND 7520 W. RYAN ROAD (TKNS 884-9997-000 AND 884-9998-000). Seconded by Alderman Hasan. All voted Aye; motion carried.

FIREWORKS
APPLICATION
ADJUSTMENTS TO
COMPLY WITH
STATE LAW & FEE
REVISIONS

G.21. No action was taken on Fireworks Application. Staff to review and bring back to the Common Council meeting at a later date.

RES. 2024-8121
2024 SUMP PUMP
PROJECT CONTRACT
TO UPI, LLC

G.22. Alderwoman Eichmann moved to adopt Resolution No. 2024-8121, A RESOLUTION TO AWARD UPI, LLC A CONTRACT TO CONSTRUCT 2024 SUMP PUMP PROJECT IN THE AMOUNT OF \$1,415,839.00, contingent on full funding by Milwaukee Metropolitan

Sewerage District and direct staff to return with a budget amendment to fully fund the project. Seconded by Alderman Hasan. All voted Aye; motion carried.

Mayor Nelson called a recess at 11:08 p.m.

Mayor Nelson reconvened at 11:13 p.m.

EXTRAORDINARY
EVENT
APPLICATION
PROCESS

G.23. No action taken after the informational presentation of Extraordinary Event application process.

ORD. 2024-2601
AMEND MUNICIPAL
CODE §218.4. G.
SOLID WASTE
STORAGE
CONTAINERS –
DAYS OUT

G.24. Alderman Barber moved to adopt Ordinance No. 2024-2601, AN ORDINANCE TO AMEND MUNICIPAL CODE SECTION 218-4. G. SOLID WASTE STORAGE TO ALLOW FOR SETTING CONTAINERS OUT FOR COLLECTION ONE DAY PRIOR AND ONE DAY AFTER SCHEDULED COLLECTION DAYS. Seconded by Alderwoman Eichmann. On roll call, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber voted Aye, Alderman Holpfer and Alderman Craig voted no, motion passed. (4-2-0)

Alderman Hasan returned at 11:16 p.m.

TEMPORARY
POLITICAL SIGNS

G.25. Alderwoman Eichmann moved to table Temporary Political Signs. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2024-8122
WATERMAIN
EXTENSION
CONTRACT TO A.W.
OAKES & SON, INC. –
E. FRONTAGE RD. OF
S. LOVERS LANE RD.

G.26. Alderman Craig moved to adopt Resolution No. 2024-8122, A RESOLUTION TO AWARD A.W. OAKES & SON, INC. A CONTRACT FOR WATERMAIN EXTENSION ON THE EAST FRONTAGE ROAD OF SOUTH LOVERS LANE ROAD FROM SOUTH PHYLLIS LANE TO WEST HERDA PLACE, IN THE AMOUNT OF \$217,472.00. Seconded by Alderman Hasan. All voted Aye; motion carried.

Mayor Nelson called a recess at 11:57 p.m.

Mayor Nelson reconvened at 12:02 a.m.

IMPACT FEE ADMIN.
& 2023 YEAR-END
ACTIVITY

G.27. Alderman Holpfer moved to receive and place on file the report of Impact Fee Administration and 2023 Year-end Activity as presented by the Director of Finance. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- STATE CONTRACT FOR PURCHASE OF SALT G.28. Alderman Barber moved to direct Staff to participate in the State contract for purchase of 2,500 tons of salt with an option of an additional 500 tons in reserve. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2024-8123
CASCADE CREEK TRAIL DESIGN CONTRACT TO I&S GROUP, INC. G.29. Alderman Barber moved to adopt Resolution No. 2024-8123, A RESOLUTION TO AUTHORIZE A CONTRACT WITH I&S GROUP, INC. TO PROVIDE DESIGN AND PERMITTING FOR CASCADE CREEK TRAIL FOR \$73,500. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2024-8124
PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR PARCEL #754-0028-000 G.30 Alderwoman Eichmann moved to adopt Resolution No. 2024-8124, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 754-0028-000; direct staff to file the chargeback request with the DOR to seek compensation from the other taxing authorities. Seconded by Alderman Hasan. All voted Aye; motion carried.
- ADD §183-48. D. TO MUNICIPAL CODE – PARK PAVILION USE G.31. Alderman Craig moved to table the Municipal Code regarding Park Pavilion Use and refer back to staff. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ORD. 2024-2602
AMEND §169.1 – INCREASE COST OF OPERATOR'S LICENSE FEE G.32. Alderwoman Eichmann moved to adopt Ordinance No. 2024-2602, AN ORDINANCE TO AMEND §169.1 LICENSES REQUIRED, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, TO INCREASE THE COST OF THE ALCOHOL BEVERAGES OPERATOR'S LICENSE FEE. Seconded by Alderman Hasan. All voted Aye; motion carried.
- WATER MAIN EASEMENT TEMPLATE EDITS G.33. Alderman Holpfer moved to direct staff to use a new document without additional edits provided by the Common Council for future water main easements. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2024-8125
MILW. COUNTY TO PROVIDE ON-STREET BICYCLE ACCOMMODATIONS ON S. 76TH ST. G.34. Alderman Craig moved to adopt Resolution No. 2024-8125, A RESOLUTION FOR MILWAUKEE COUNTY TO PROVIDE ON-STREET BICYCLE ACCOMMODATIONS ON S. 76TH STREET BETWEEN W. SOUTH COUNTY LINE ROAD AND S. CREEKVIEW COURT. Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. 2024-8126
WE ENERGIES LED STREET LIGHTS G.35. Alderman Hasan moved to adopt Resolution No. 2024-8126, A RESOLUTION TO AUTHORIZE WE ENERGIES TO TRANSFER TWO EXISTING LED STREET LIGHTS TO NEW POLES AND ALSO, TO CONVERT ONE HIGH PRESSURE SODIUM LIGHT TO

LED LIGHTS FOR TOTAL COST OF \$1,807.72. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLOSED SESSION
TID NO. 5 DEV.
AGREEMENT
SHORTFALL AND
PAYMENT IN LIEU
OF TAXES

- G.36. Alderwoman Eichmann moved to enter closed session at 12:23 a.m. pursuant to Wis. Stat. §19.85(1) 1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Holpfer. On roll call, Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderman Barber and Alderman Craig voted Aye, Alderwoman Day voted No, motion carried (5-1-0).

Upon reentering open session at 1:32 a.m., Alderman Hasan moved to continue the subject matter until and to the April 3, 2024 common council meeting. Seconded by Alderman Holpfer. All voted Aye; motion carried.

Alderman Barber left his seat at 1:32 a.m.

CLOSED SESSION
AGREEMENT FOR
PROFESSIONAL
SERVICES TO
PROVIDE
ASSESSMENT
SERVICES WITH
ACCURATE
APPRAISAL, LLC

- G.38. Alderman Craig to enter a closed session at 1:33 a.m., Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to the Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC entered into on February 7, 2022, and the performance thereof, and the Investing of public funds and governmental actions in relation thereto, and 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 litigation in which it is likely to become involved, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, Alder Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day and Alderman Craig voted Aye, Alderman Barber Absent. Motion carried. (5-0-1)

Alderman Barber Returned at 1:38 a.m.

Upon reentering open session at 2:01 a.m., Alderman Barber moved to have City Attorney proceed as was discussed in closed session. Seconded by Alderwoman Day. All voted Aye; motion carried.

CLOSED SESSION
EMPLOYMENT,
PROMOTION,
COMPENSATION, OR
PERFORMANCE
EVALUATION DATA
OF ANY PUBLIC
EMPLOYEE

- G.39. Alderman Barber moved to enter closed session at 2:02 a.m. pursuant to Wis. Stat. § 19.85(l)(c), considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, 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 or 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. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 2:11 a.m., Alderman Barber moved to proceed as was discussed in Closed Session. Seconded by Alderman Hasan. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

- H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of March 19, 2024:

Grant 2023-24 Operator License to: Brittany Carlson, Matthew Christman, Barbara Hughes, Rhea Lemay, Matthew McCollom, Jace Miller, Beth Potrykus, Isabella Tolfa, & Keith Ziolkowski;
Hold 2023-24 Operator License to April Ritter & Charleen Zinda until next meeting; and
Grant Temporary Entertainment & Amusement License to Rainbow Valley Rides, Inc., Ronald Kedrowicz, Independence Celebration, 9229 W Loomis Rd, 7/3-7/7/2024.

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 March 14, 2024, in the amount of \$ 1,033,037.26, and payroll dated March 8, 2024 in the amount of \$ 484,305.77 and payments of the various payroll deductions in the amount of \$ 248,802.45, plus City matching payments, and estimated payroll dated March 22, 2024 in the amount of \$ 480,000 and payments of the various payroll deductions in the amount of \$ 500,000, plus City matching payments. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting of the Common Council at 2:12 a.m. Seconded by Alderman Holpfer. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 04-03-24
ORGANIZATIONAL BUSINESS	Boards and Commissions Appointments	ITEM NUMBER <i>E. 1.-3</i>

The Mayor has made the following appointment for Council confirmation:

Steve Suhaysik, 4610 W. Drexel Ave., Ald. Dist. 3 – Environmental Commission (3 year unexpired term expiring 04/30/2025).

Jesse M Valdez, 8557 S. Parkland Dr., Ald. Dist. 4 – Environmental Commission (3 year unexpired term expiring 04/30/2025).

Cathrine Kosler, 8205 W. Drexel Ave., Dist. 1 – Parks Commission (3 year unexpired term expiring 4/30/2025).

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointment:

Steve Suhaysik, 4610 W. Drexel Ave., Ald. Dist. 3 – Environmental Commission (3 year unexpired term expiring 04/30/2025).

Jesse M Valdez, 8557 S. Parkland Dr., Ald. Dist. 4 – Environmental Commission (3 year unexpired term expiring 04/30/2025).

Cathrine Kosler, 8205 W. Drexel Ave., Dist. 1 – Parks Commission (3 year unexpired term expiring 04/30/2026).

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Friday, April 14, 2023 8:35 AM
To: Lisa Huening; Shirley Roberts; Karen Kastenson
Subject: Volunteer Fact Sheet

Name: Steve Suhaysik
PhoneNumber:
EmailAddress: ssuhaysik@gmail.com
YearsasResident: 8
Alderman:
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: yes
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Making the Cut Tree
CompanyAddressJob1: P.O. Box 343
TelephoneJob1: 4147502525
StartDateandPositionJob1: March 1st, 2022, Sales Representative
EndDateandPositionJob1:
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature:

Steve Suhaysik

Date:

4/14/2023

Signature2:

Steve Suhaysik

Date2:

4/14/2023

Address:

4610 W. Drexel Ave.

PriorityListing:

WhyInterested:

I'm an environmentalist and naturalist I want to hold Franklin to high standards of being environmentally responsible.

DescriptionofDutiesJob1:

I run tree sales for the company, run safety meetings, plant health care technician

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

I was the second in charge of building and designing disc golf courses in the Stevens Point area for 8 years. I've sat on safety boards for other tree companies, I am a bee keeper, gardener, plant pathologist. I've been a certified Arborist for over 10 years and have 2 degrees in Urban Forestry

[See Current Results](#)

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Sunday, December 10, 2023 8:09 PM
To: Lisa Huening; Shirley Roberts; Karen Kastenson
Subject: Volunteer Fact Sheet

Name: Jesse M Valdez
PhoneNumber:
EmailAddress: jesse@jayvseasonal.com
YearsasResident: 21
Alderman:
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: yes
EconomicDevelopmentCommission: yes
EnvironmentalCommission: yes
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Jay V Seasonal Services
CompanyAddressJob1: 8557 S Parkland Dr
TelephoneJob1: 4147581431
StartDateandPositionJob1:
EndDateandPositionJob1: 02/03/21
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature: Jessevaldez

Date: 12/9/23

Signature2: Jesse Valdez

Date2: 12/10/23

Address: 8557 S Parkland Dr

PriorityListing: Economic Development Commission Community Development Authority
Environmental Commission

WhyInterested: As a young franklin resident and a business owner here in franklin, I would like to be part of local government in some way or form. It has always been a dream of mine. More specifically I want to be involved in local economic growth. This city has the land and potential to be a power house city in residential and commercial/industrial development and has so much to offer to it's community. Franklin needs to step up to the plate.

DescriptionofDutiesJob1: Owner

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience: Being in business for the past few years Ive got to meet a lot of the residents and local business owners in this city and gotten a outside perspective of what they are thinking about local government. Their needs, wants, goals ect... and I believe that our local government does need younger, ambitious people in their commissions. Regarding my overall self I enjoy hunting, fishing, I work outside everyday and think that our envoriment is very imprtant for our heath and our quality of life.

See Current Results

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Sunday, February 12, 2023 10:45 AM
To: Lisa Huening; Shirley Roberts; Karen Kastenson
Subject: Volunteer Fact Sheet

Name: Cathrine Kosler
PhoneNumber:
EmailAddress: koslerfamily@Sbcglobal.net
YearsasResident: 22
Alderman:
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: yes
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Kayla's Playground
CompanyAddressJob1: Franklin, Wi
TelephoneJob1:
StartDateandPositionJob1: May 2021
EndDateandPositionJob1: Present
CompanyNameJob2: Habitat for Humanity Restore
AddressJob2: 6939 S Riverwood Blvd
TelephoneJob2:
StartDateandPositionJob2: September 2021

EndDateandPositionJob2: Present
CompanyJob3: American Red Cross
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3: November 2021
EndDateandPositionJob3: Present
Signature: Cathrine M. Kosler
Date: 2/11/2023
Signature2: Cathrine M Kosler
Date2:
Address: 8205 W Drexel Ave Franklin WI 53132
PriorityListing:

WhyInterested: As a retired Franklin resident, I understand that it's my responsibility to take an active role in the growth, development and maintenance of our parks for all to enjoy.

DescriptionofDutiesJob1: Ambassador at the playground from Memorial Day - Labor Day. In off season, restock the Little Library for all to enjoy year round.

DescriptionofDutiesJob2: Volunteer at the Franklin Restore on an ongoing basis. Receive donations from the community and provide assistance to shoppers at the store.

DescriptionofDutiesJob3: Ambassador at mobile blood drives in SE Wisconsin. providing assistance to clinical staff.

AdditionalExperience: In addition to my volunteer activities I am also a Salvation Army Bell ringer in Franklin during the holiday season November - December. Prior to my retirement in January 2020, I held business development/sales positions with major health systems including, Aurora Advocate, Cleveland Clinic, Ascension Wisconsin, Froedtert/MCW and Quest Diagnostics for more than 40 years.

[See Current Results](#)

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APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 04-03-24
ORGANIZATIONAL BUSINESS	Franklin Historical Society – Proposal for 2026 Fourth of July Celebration	ITEM NUMBER M.I.

The Franklin Historical Society has received a request from Brian Barrett a published author and a revolutionary war historian to be involved in a State and Nationwide initiative to honor the 250th signing of the Declaration of Independence and the heroes and leaders of the Revolutionary War.

One such hero was Benjamin Franklin who the City of Franklin, Wisconsin was named after.

It is my belief that this effort should be a city wide project including several active organizations in Franklin and the City of Franklin with the Franklin Historical Society and myself taking the lead.

There are three requests:

1. Installing a Liberty Tree with a marker sign on the Franklin Historical Society's historic village of buildings in Lions Legend Park.
2. A Resolution from the City of Franklin honoring Benjamin Franklin as one the founding fathers of the United States.
3. Placing a plaque in front of city hall honoring Benjamin Franklin.

COUNCIL ACTION REQUESTED

Motion to go ahead with the three requests above or as directed by the common council.



Franklin Historical Society
P.O. Box 320012
Franklin, WI. 53132

414-421-6539

April 3, 2024

City of Franklin Common Council
9229 West Loomis Road
Franklin, WI. 53132

Re: Proposal for 2026 Fourth of July Celebration

Mayor John Nelson and Members of Franklin's Common Council,

The Franklin Historical Society has received a request from Brain Barrett a published author and a revolutionary war historian to be involved in a State and Nation wide initiative to honor the 250th signing of the Declaration of Independent and the heroes and leaders of the Revolutionary War.

One such hero was Benjamin Franklin who the City of Franklin, WI. was named after.

It is my belief that this effort should be a city wide project including several active organizations in Franklin and the City of Franklin with the Franklin Historical Society and myself taking the lead.

There are three requests:

1. Installing a Liberty Tree with a marker sign on the Franklin Historical Society's historic village of buildings in Lions Legend Park.
2. Resolution from the City of Franklin honoring Benjamin Franklin as one the founding fathers of the United Sates.
3. Placing a plaque in front of city hall honoring Benjamin Franklin.

1. The Liberty Tree & Sign



Valley Forge American Elm tree is highly resistant to Dutch Elm disease grows to about 60ft.tall and is commonly planted in parks - Johnson's Nursery

The Liberty Tree (1646–1775) was a famous elm tree that stood in Boston, Massachusetts near Boston Common in the years before the American Revolution. In 1765, Patriots in Boston staged the first act of defiance against the British government at the tree. The tree became a rallying point for the growing resistance to the rule of Britain over the American colonies, and the ground surrounding it became known as Liberty Hall.

The Franklin Historical Society requests permission that the liberty elm tree would be planted in our historic village of buildings in Franklin's Lions Legend Park and be installed by the Department Public Works. For many years the FHS hosted the city's Christmas tree lighting ceremony with a large pine tree located next to our Town Hall Museum building. Unfortunately it had to be removed leaving an area where the liberty tree would be a perfect fit and enhance our village and the park.

The tree and marker sign would be donated by The Sons of the American Revolution and delivered to site. Their society is part of the National Society of the Sons of the American Revolution (NSSAR). They are a non-profit organization that promotes patriotic, historical and educational objectives, including the perpetuation of the memory of the men and women, who by their sacrifices during the American Revolutionary War, secured independence from Great Britain and established the United States of America. Where their members are the direct lineal descendants of those patriots.

2. Resolution Honoring Benjamin Franklin

The City of Franklin was named after Benjamin Franklin. Milwaukee County put land up for sale at \$1.25 per acre, and Franklin became a civil township on December 20, 1839. The first town meeting was held April 5, 1842, at the residence of J.C. Loomis. 37 voters elected to name their settlement after statesman Benjamin Franklin. Franklin was a key leader and statesman leading to and during the American Revolutionary War and many great lifetime accomplishments that benefited the devolvement of the United States. We would request the approval of the resolution for 2026.

3. A Benjamin Franklin Plaque

I believe the best place for a Benjamin Franklin plaque would be right in front of city hall somewhere near the main entrance and between the front sidewalk and the building. The plaque will be of the highest quality and mounted on a matching pole stand. It would something our city would be proud to display.

Mr. Barrett had told me to expect a cost of over \$3,000 for a proper plaque. I found a number of much less expensive options but there was a reason for that. I spoke with Kim Dahl from Milwaukee Memorials where it was explained the process involved. Their company uses the Matthews Bronze Company. They have been in business for over 160 years and are the Nation's leading genuine cast product's provider. Cast plaques are what is best used for historical purposes. They are ticker and most durable.

I received a cost estimate from Kim of close to \$3,500. There is need for a local fundraiser. To that end the FHS board of directors pledged \$500 to get it started. If the city would consider this proposal I would make every effort to raise the funds. We would need help from DPW to install the plaque in a place of the city's choosing.

Jim Luckey

President Franklin Historical Society

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS & RECOMMENDATIONS	Request to Purchase Replacement Inspection Services Vehicle in the Amount of \$26,476	M. 2.

Background

Included in the 2024 Budget is funding for an Inspection Services vehicle to replace a 2012 Jeep Liberty which is Vehicle # 776 in the Department's fleet of vehicles. Jeep will be kept as a spare/back-up for Inspection Services.

Analysis

The purchase would be considered part of the regular ten-year replacement of vehicles, through the Equipment Replacement Fund. Mileage on the vehicle is currently 45,038. Staff has secured a quote in the amount of \$26,476 for a 2024 Chevrolet Equinox, under the State of Wisconsin vehicle purchase program, which offers advantageous pricing to the City. Delivery of the new vehicle is unknown at this time and is not typically determined until the order is placed. Staff would anticipate a delivery date of five to seven months after the order is placed.

Recommendation

Staff is recommending approval to purchase a 2024 Chevrolet Equinox in the amount of \$26,476 to replace Vehicle #776 with funding provided by the 2024 Fund 42 Equipment Replacement Fund (42.0231.5811 Inspection Services Auto Equipment).

COUNCIL ACTION REQUESTED

Motion to approve the purchase of a 2024 Chevrolet Equinox in the amount of \$26,476 to replace Vehicle #776 with funding provided by the 2024 Fund 42 Equipment Replacement Fund (42.0231.5811 Inspection Services Auto Equipment).



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

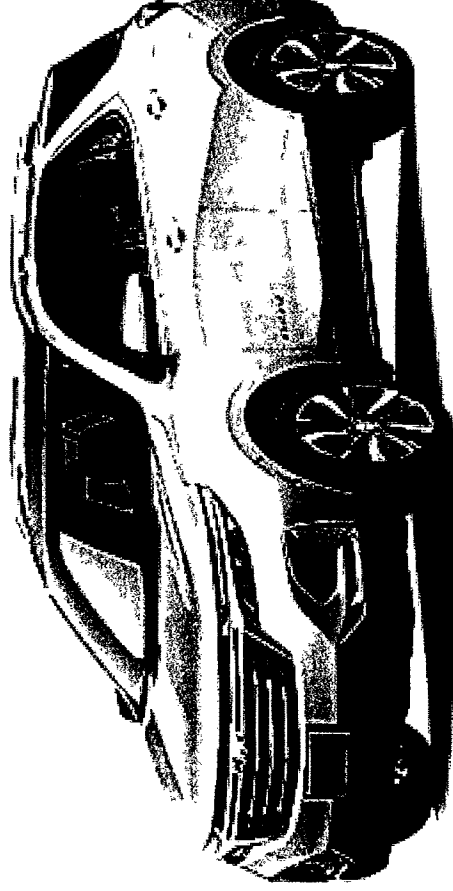
City of Franklin Inspection Services

Prepared For: Justin Ligocki

414-427-7570

jligocki@franklinwi.gov

Vehicle: [Fleet] 2024 Chevrolet Equinox (1XX26) AWD 4dr LS w/1FL





Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Chevrolet Equinox (1XX26) AWD 4dr LS w/1FL (✓ Complete)

Quote Worksheet

		MSRP
Base Price		\$28,450 00
Dest Charge		\$1,395 00
Total Options		\$750 00
	Subtotal	\$30,595.00
	Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount		(\$4,119 00)
	Subtotal Discount	(\$4,119.00)
Trade-In		\$0 00
	Subtotal Trade-In	\$0.00
	Taxable Price	\$26,476.00
Sales Tax		\$0 00
	Subtotal Taxes	\$0.00
	Subtotal Post-Tax Adjustments	\$0.00
	Total Sales Price	\$26,476.00

Comments:

2024 Chevrolet Equinox LS Awd to your specs as detailed Registration fees are not included Delivery can not be anticipated due to current market conditions

Final order date 4/2/24

Dealer Signature / Date

Customer Signature / Date

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4-3-24
REPORTS AND RECOMMENDATIONS	Request Council approval to apply for a Federal Emergency Management Administration (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant for Fiscal Year 2023, in order to fund six firefighter/paramedic FTEs for a period of 36 months.	ITEM NUMBER M.3.

Background:

Current Fire Department staffing does not meet minimum industry standards for staffing and response times-particularly in the rapidly developing southern portion of the City. Applying for SAFER funding is one effective strategy that many communities have used to address growth-driven needs for additional firefighter/paramedics in a fiscally responsible manner. In recent years, Brookfield, Menomonee Falls, New Berlin, and Racine have all successfully used SAFER funding to significantly improve emergency medical and fire suppression staffing and deployment.

If awarded, a SAFER grant would fully fund the requested number of Full-Time Equivalencies (FTEs) for a period of 36 months. This gives the municipality the opportunity to increase fund balance gradually over a three-year period (keeping the increase under net new-growth as required by the State legislation) while allowing for an immediate improvement in staffing and service level.

Regardless of what approach is employed to increase staffing levels to those defined in NFPA 1710, FEMA requires that applicant agencies obtain approval from elected officials prior to beginning the application process, and the window for completing the application is extremely narrow (opened March 11th, and closing April 12th, 2024).

Fire department leadership recently met with both the and Director of Administration and the Director of Finance to discuss various strategies and funding sources available to enhance the level of emergency medical and fire services required to meet the demands of the rapid growth being experienced in the city. The consensus of the discussion was that seeking council approval to initiate the SAFER application process would provide a potentially valuable option for the city to fund additional positions through 2027. Should the Council choose not to move forward using the SAFER funding as a tool, the Department would withdraw the application at a later date prior to the awarding of the grant.

Council approval to apply for SAFER funding, at this point, keeps that tool available as an option while future strategic planning and budgeting moves forward. The addition of six personnel would be adequate to ensure that the city's three fire stations are staffed at current industry standards of four personnel per day on a permanent (24/7/365) basis.

COUNCIL ACTION REQUESTED

Request Council Approval to begin the application process for a FEMA SAFER grant to fund six firefighter-paramedic positions for a period of three years.

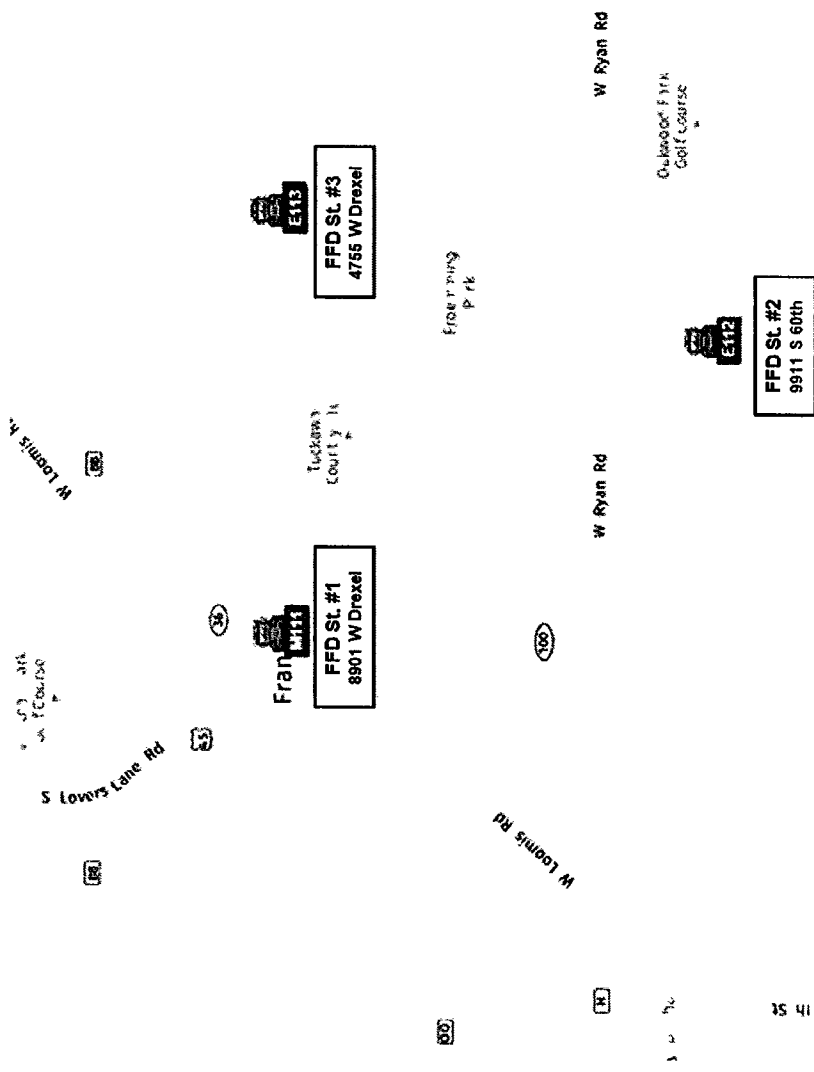
Franklin Fire Department Strategic Planning

2025-2030 Staffing



2024 Staffing Model

- The Franklin Fire Department provides high quality fire suppression and paramedic-level Emergency Medical Services to the Citizens of Franklin from three fire stations
- 3 Rotating shifts, each having 15 members assigned with a minimum staffing of 11 at all times
- **Current minimum staffing at Fire Station #2 is 2 Firefighter/Paramedics, which does not meet national standards for structural fire response**
- **Station #2 is the only Fire Station in Milwaukee County to be staffed with fewer than 4 personnel**
- **Consistently meeting national standards will require adding six new**



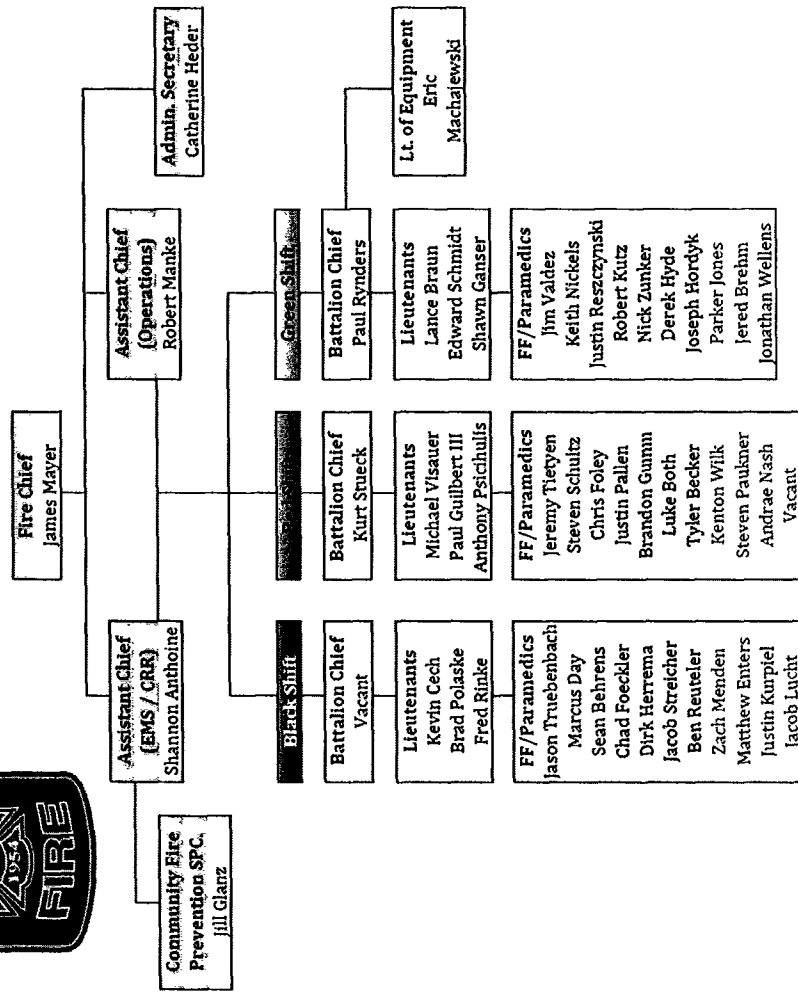
2024 Staffing Model

- Currently 15 Personnel Per Shift (Including Battalion Chief – Shift Commander)
- Up to 3 line personnel and Battalion Chief are eligible to take scheduled leave (Vacation, Holiday) at any time
- Minimum staffing of 11 maintained at all times through hiring back off-duty personnel on overtime to cover unscheduled leave (sick, injury, bereavement)
- Because of 3 additional firefighter/paramedics added in 2022 and 2023, as well as concessions in holiday time off, daily staffing levels of 12 and 13 per day have increased in winter months when use of vacation are low
- **In 2023, Station #2 was staffed with 2 personnel over 76% of the time**



City of Franklin Fire Department

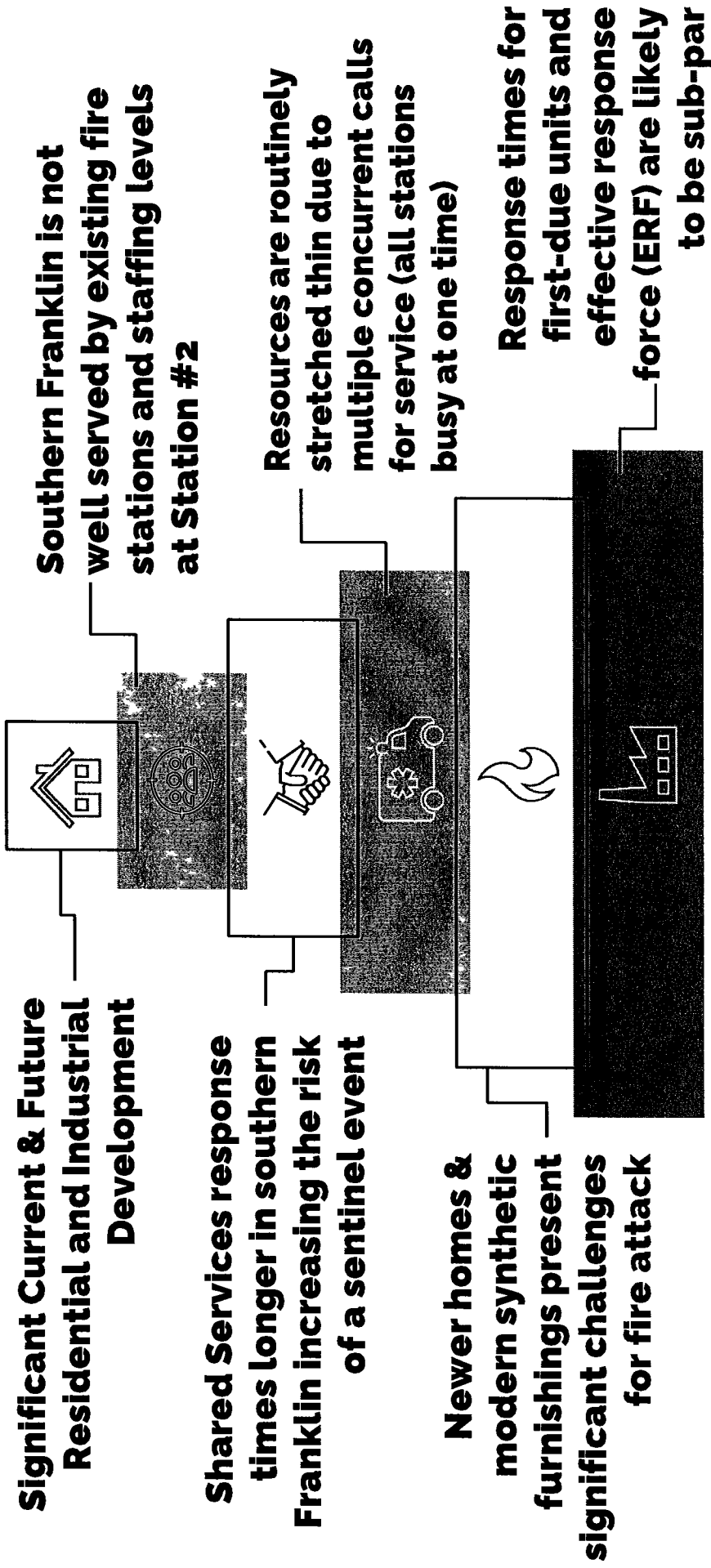
(03/27/2024)



NFPA 1710 Requirements

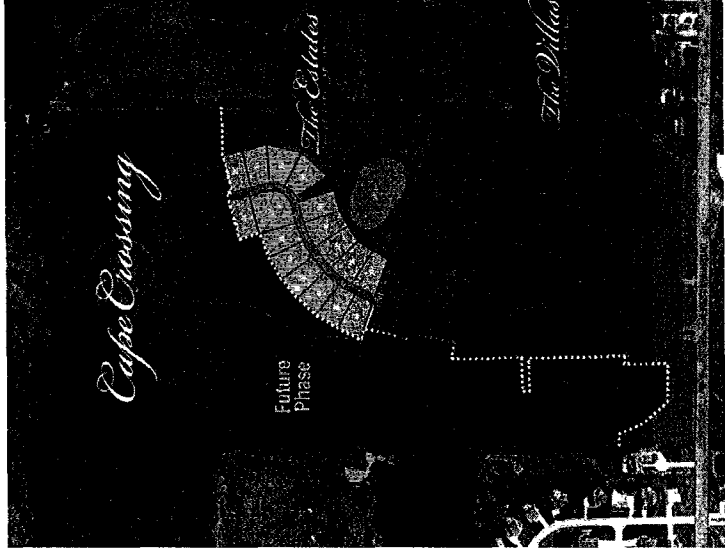
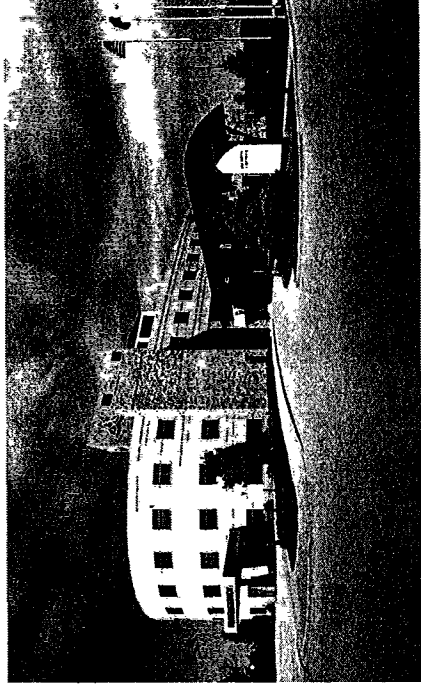
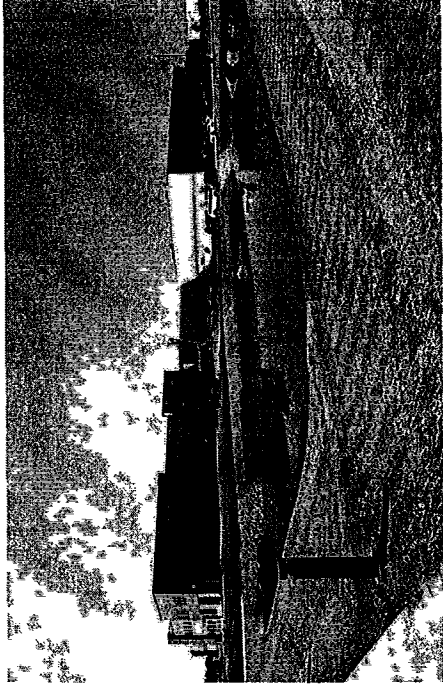
- The National Fire Protection Association (NFPA) establishes “Best Practice” standards for the Fire Service.
- **NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments** establishes staffing and response time benchmark objectives.
- An Initial Arriving Fire Suppression Company shall consist of a **minimum of four on-duty personnel**, deployed to provide for the arrival of an engine company **within a 240-second travel time to 90 percent of incidents**.

FUTURE CHALLENGES IF NO STAFFING INCREASE



Development, Call Volume & Target Hazards

- New developments throughout city are increasing demand for fire and EMS service
- Station #2's primary response area includes Ascension Hospital, Saputo Cheese, the Franklin Industrial Park, House of Correction and many residential developments



Investment Needed To Close The Gap

- 3 additional firefighter/paramedics would allow daily staffing to increase to 13
 - Station #2 Staffed with 4 personnel daily (same deployment as other stations)
 - Adds an additional response unit at Station #2
 - Overtime expenditures still needed to cover unscheduled leaves
 - 2023 SAFER Grant Application for 3 additional positions not funded
- 6 additional firefighter/paramedics would allow daily staffing to increase to 13+ with less overtime commitment
 - Same benefits as above
 - Potential to add an additional response unit during periods of low scheduled leave
 - Potential reduction in overtime expenditures because of additional staff available to cover unscheduled leaves

Investment Needed To Close The Gap

- Between the years of 2026 – 2032 the fire department is projecting a turnover of 33% of it's line personnel due to retirement
- If current recruitment challenges continue, adding 6 personnel through the FEMA SAFER Grant would greatly assist in maintaining our current levels of service without a large spike in overtime expenditures



Current Firefighter/Paramedic Wage and Known 2024 Benefit Rates

	benefit rates			
	2024	2025	2026	2027
Hourly Rate	32 6700	33 6500	34 6600	
Holidays - 3 paid out	0 8078	0 8320	0 8570	
Certification pay - see note below	0 0402	0 0402	0 0402	
Longevity - 15 years of service rate	0 1648	0 1648	0 1648	
	33 6829	34 6871	35 7221	0 0000
FICA	7 65%	2.5767	2.6536	2.7327
Pension	14 45%	4 8672	5.0123	5.1618
Health Insurance - HDHP family		7 6321	7.6321	7.6321
HSA contribution - \$125/month family		0.5151	0.5151	0.5151
Dental Insurance		0 1362	0.1362	0.1362
Life Insurance	0 14	0 0554	0.0565	0 0583
Workers Comp	2 17%	0 7309	0.7527	0.7752
OPEB (Retiree hith)	3 73%	1 2186	1.2551	1.2928
Total Straight Time Hourly Rate	51.4150	52.7007	54.0263	0.0000
Annual rate - 2912 hours	149,720 58	153,464 44	157,324 48	0
Uniform - per contract	489 25	503 05	519 05	
Total	150,209.83	153,967 49	157,843 53	0 00

2024 FEMA SAFER GRANT

- Staffing For Adequate Fire and Emergency Response (SAFER)
- Provides funding directly to municipality to “Hire new, additional firefighters, rehire laid-off firefighters or retain firefighters facing layoff”
- \$360m allocated for 300 awards
- Performance period of 36 months (2025-2027)
- No cost share or match, No maintenance of effort requirements
- Applications due April 12, 2024
- Request Common Council Approval to apply – April 3, 2024

2024 FEMA SAFER GRANT

- If awarded, SAFER grant provides base wage and fringe benefits for 6 additional firefighter/paramedics for 3 Years
- Reverts to city operating budget in 2028

	benefit rates	2024	2025	2026	2027
Hourly Rate		32 6700	33 6500	34 6600	35 6998
Holidays - 3 paid out		0 8078	0.8320	0 8570	0 8827
Certification pay - see note below		0 0402	0.0402	0 0402	0 0402
Longevity - 15 years of service rate		0 1648	0 1648	0 1648	0 1648
		<u>33 6829</u>	<u>34.6871</u>	<u>35 7221</u>	<u>36 7876</u>
FICA	7.65%	2,5767	2 6536	2 7327	2 8142
Pension	14.45%	4 8672	5 0123	5 1618	5.3158
Health Insurance - HDHP family		7,6321	7.6321	7 6321	7 6321
HSA contribution - \$125/month family		0.5151	0.5151	0 5151	0.5151
Dental Insurance		0 1362	0 1362	0 1362	0 1362
Life Insurance	0.14	0 0554	0.0565	0 0583	0 0600
Workers Comp	2.17%	0 7309	0 7527	0 7752	0 7983
OPEB (Retiree hlth)	3.73%	1 2186	1.2551	1 2928	1 3316
T total Straight Time Hourly Rate		<u>51.4150</u>	<u>52 7007</u>	<u>54 0263</u>	<u>55 3909</u>
Annual rate - 2912 hours		149,720 58	153,464 44	157,324 48	161,298 26
Uniform - per contract		489 25	503.05	519 05	519 05
Total		<u>150 209 83</u>	<u>153 967 49</u>	<u>157 843 53</u>	<u>161 817 31</u>

6 Personnel SAFER Request (does not include uniform allowance)

6 \$920,786.61 \$943,946.87 \$967,789.58

Alternative Funding Sources

- Additional EMS Transport Revenue
 - Currently updating EMS transport fees
 - Additional Medicare and Medicaid reimbursement expected
- Shared revenue allocations
- Net new growth allocations
- Additional fees for service
 - Vehicle services fee for auto accident scene cleanup?
 - Others?

Moving Forward

- Request council approval to submit a SAFER Grant application for 6 additional firefighter/paramedics
- Collaborate with City Staff and Elected Officials to identify additional funding sources to bring

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO CARRYFORWARD \$234,700.00 OF UNUSED 2023 FIRE DEPARTMENT BUILDING IMPROVEMENTS APPROPRIATIONS FOR THE EXHAUST SOURCE CAPTURE REPLACEMENT AT ALL THREE FIRE STATIONS	ITEM NUMBER D. 4.

Background

On September 6, 2022, the Common Council motioned and approved the authorization for the Fire Department to accept the FEMA Assistance for Firefighters Grant (AFG) to fund the facilitation of replacing the diesel source capture systems in three fire stations. The grant was approved in the amount of \$213,363.63 with a required local match of \$21,336.37, for a total cost not to exceed \$234,700.

The current systems have become increasingly difficult to maintain due to their age and frequency of use. Also, replacement parts have become increasingly difficult to source. These systems are specifically designed to attach to fire apparatus and remove toxic diesel exhaust particulates from the interior of the fire stations. It is important for the City of Franklin to replace these diesel source capture systems as they were budgeted in 2023.

On March 19, 2024, the Common Council approved the Fire Department authorization to solicit competitive bids for the installation of replacement source-capture vehicle exhaust systems at all three fire stations.

Fiscal Note

The proposed budget amendment amount will carry forward \$234,700.00 of unused 2023 appropriations into the 2024 budget. Again, the funding of the AFG grant is \$213,363.63 leaving the City fiscal impact at a minimal amount of \$21,336.37 or 10%.

The GL account for this amendment are as follows:

41-0000-4150	Capital Outlay – Grant Revenue	Increase	\$213,364.00
41-0221-5822	Capital Outlay – Fire Building Improvements	Increase	\$234,700.00

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual budgets for the Capital Outlay Fund to Carryforward \$234,700.00 of Unused 2023 Fire Department Building Improvements Appropriations for the Exhaust Source Capture Replacement at all Three Fire Stations.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO CARRYFORWARD \$234,700.00 OF UNUSED 2023 FIRE DEPARTMENT BUILDING IMPROVEMENTS APPROPRIATIONS FOR THE EXHAUST SOURCE CAPTURE REPLACEMENT AT ALL THREE FIRE STATIONS

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2023 Annual Budget provided for a Fire Department Building Improvement allocation in the Capital Outlay Fund; and

WHEREAS, the Fire Department applied for the FEMA Assistance for Firefighters Grant in 2022 and was approved for the replacement of the exhaust source-capture systems at all three fire stations; and

WHEREAS, the grant will fund 90% or \$213,363.63 of the total project leaving the City of Franklin to provide a 10% local match, or \$21,336.37; and

WHEREAS, Common Council has approved the total budget appropriations and local City Match in the 2023 Annual Budget; and

WHEREAS, on March 19, 2024, the Common Council approved the Fire Department authorization to solicit competitive bids for the installation of replacement source-capture vehicle exhaust systems at all three fire stations; and

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

Section 1 That a 2024 Capital Outlay Fund Budget be amended as follows:

Capital Outlay Fund

Fire Department	Grant Revenue	Increase	\$213,364.00
Fire Department	Building Improvements	Increase	\$234,700.00

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: **08/23/2022**



James Mayer
FRANKLIN, CITY OF
9229 W. LOOMIS ROAD
FRANKLIN, WI 53132

EMW-2021-FG-03041

Dear James Mayer,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$213,363.63 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$21,336.37 for a total approved budget of \$234,700.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- **Summary Award Memo - included in this document**
- **Agreement Articles - included in this document**
- **Obligating Document - included in this document**
- **2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference**

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A small, illegible signature or mark.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/03/24
REPORTS & RECOMMENDATIONS	<p>A RESOLUTION TO AMEND RESOLUTION NO. 2023-7959, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR THE DEVELOPMENT OF A SINGLE-STORY BUILDING HOUSING OFFICES AND A CAR WASH FACILITY (JILLY'S CAR WASH), WITH ADJACENT PARKING FOR VACUUM STALLS AS WELL AS GENERAL PARKING, THREE SEPARATE PAY STATIONS, LANDSCAPING AND LIGHTING UPON PROPERTY LOCATED AT 5484 WEST RAWSON AVENUE</p> <p>(BY JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC, APPLICANT, DEVO PROPERTIES/RAWSON LLC, PROPERTY OWNER), TO EXTEND THE TIME FOR COMMENCEMENT OF THE SPECIAL USE DEVELOPMENT</p>	<p>ITEM NUMBER</p> <p><i>J.S.</i></p> <p>Ald. Dist. 5</p>

March 21, 2023 CC regular meeting, the Common Council adopted a motion to recommend approval of this application for a Special Use. The applicants were unable to commence construction within the required timeframe, and would like to extend the approval.

After a public hearing, the Plan Commission recommended approval of this request on March 21, 2024.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2024-_____, imposing conditions and restrictions for the approval of a Special Use for a Carwash use upon property located at 5484 West Rawson Avenue, (BY JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC, APPLICANT, DEVO PROPERTIES/RAWSON LLC, PROPERTY OWNER) to extend the time for commencement of the Special Use Development.

RESOLUTION NO. 2024-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2023-7959, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR THE DEVELOPMENT OF A SINGLE-STORY BUILDING HOUSING OFFICES AND A CAR WASH FACILITY (JILLY'S CAR WASH), WITH ADJACENT PARKING FOR VACUUM STALLS AS WELL AS GENERAL PARKING, THREE SEPARATE PAY STATIONS, LANDSCAPING AND LIGHTING UPON PROPERTY LOCATED AT 5484 WEST RAWSON AVENUE (BY JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC, APPLICANT, DEVO PROPERTIES/RAWSON LLC, PROPERTY OWNER), TO EXTEND THE TIME FOR COMMENCEMENT OF THE SPECIAL USE DEVELOPMENT

WHEREAS, Resolution No. 2023-7959, A Resolution imposing conditions and restrictions for the approval of a Special Use for the development of a Single-Story building housing offices and a car wash facility (Jilly's Car Wash), with adjacent parking for vacuum stalls as well as general parking, three separate pay stations, landscaping and lighting upon property located at 5484 W Rawson Ave. by Jonathan Zimmerman, President, Jilly's LLC., was adopted on March 21, 2024; and

WHEREAS, Resolution No. 2023-7959 provides in part 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"; and

WHEREAS, §15-9.0103G. of the Unified Development Ordinance provides "[i]n any case where a special use has not been established within one year after the date of granting thereof, then without further action by the Plan Commission or the Common Council, the special use authorization shall be null and void. The criteria for determining establishment of a special use may be set forth by the Common Council in the approving Special Use Resolution"; and §15-3.0701G. of the Unified Development Ordinance provides "[s]ubject to an extension of time granted by the Common Council, upon recommendation of the Plan Commission, no Special Use Permit shall be valid for a period longer than one year unless a Building Permit is issued and construction is actually begun within that period and is thereafter diligently pursued to completion or unless a Zoning Compliance Permit is issued and a use commenced within that period"; and

WHEREAS, the Plan Commission having considered such request and application and having determined that it will promote the health, safety and welfare of the Community.

JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY’S, LLC
SPECIAL USE AMENDMENT
TO EXTEND THE TIME FOR DEVELOPMENT COMPLETION
RESOLUTION NO. 2024-_____
Page 2

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Resolution No. 2023-7959 will promote the health, safety and welfare of the Community; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 2023-7959, A Resolution imposing conditions and restrictions for the approval of a Special Use for the development of a Single-Story building housing offices and a car wash facility (Jilly’s Car Wash), with adjacent parking for vacuum stalls as well as general parking, three separate pay stations, landscaping and lighting upon property located at 5484 W Rawson Ave. by Jonathan Zimmerman, President, Jilly’s LLC.; be and the same is hereby amended, to state as follows: “BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under Resolution No. 2023-7959 adopted on March 21, 2024, be and the same is hereby granted an extension of time for the commencement of the Special Use development, which extension of time granted hereunder 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 FURTHER RESOLVED, that all terms and conditions of Resolution No. 2023-7959, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

BE IT FURTHER RESOLVED by the Common Council of the City of Franklin, Wisconsin, that Resolution No. 2023-7959 is hereby amended to provide that the Jilly’s Car Wash Special Use shall be established by way of the issuance of an occupancy permit within one (1) year from the date of adoption of this Resolution; and

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 _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC
SPECIAL USE AMENDMENT
TO EXTEND THE TIME FOR DEVELOPMENT COMPLETION
RESOLUTION NO. 2024-_____

Page 3

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



REPORT TO THE PLAN COMMISSION

**Meeting of March 21, 2024
Special Use Time Extension**

RECOMMENDATION: City Development Staff recommends approval of the requested extension.

Project Name:	Jilly’s Car Wash
Property Owner:	Devo Properties/Rawson LLC
Applicant:	Jon Zimmerman, Jilly's LLC
Property Address/Tax Key Number:	5484 W Rawson Avenue/ 741 9996 001
Aldermanic District:	District 5
Agent:	Caitlin LaJoie, Briohn Building Corporation
Zoning District:	M-1 Limited Industrial and OL-2 Overlay
Use of Surrounding Properties:	M-1 Limited Industrial and OL-2 Overlay (east and west), M-1 Limited Industrial (north), M-2 General Industrial (south)
Application Request:	Extension of Special Use Approval
Staff Planner:	Marion Ecks, AICP

APPLICANT’S REQUEST

The applicant requests recommendation of approval to Common Council of the extension of a Special Use to develop this property as Jilly’s Car Wash with drive-thru. The applicants previously received Site Plan approval on March 9, 2023 (PC RES 2023-0309) and Special Use approval on March 21, 2023 (RES 2023-7959).

The applicant plans to develop a Jilly’s Car Wash, which would consist of a structure housing the drive-through car wash and offices, with accessory structures including a booth for payment and a trash area. The applicant is not requesting any changes to the use approval. They were unable to commence construction within the required timeframe, and would like to extend the approval.

PROJECT ANALYSIS

The subject property is zoned M-1 Limited Industrial and OL-2 General Business Overlay; it does not have any structures on it currently. The surrounding properties share the same zoning. The lots to the east have been developed as a Sendiks, a CVS, and a bank; the lot immediately east has approval to develop a Dunkin Donuts. To the west is a self-storage facility, and to the north is an outlot which contains the stormwater facilities for this parcel, as well as the Sendiks development. One of the entrances to the quarry is immediately to the south across Rawson.

Carwashes (SIC Code 7542) require Special Use approval in both M-1 Limited Industrial and OL-2 General Business Overlay Districts.

Proposed business hours are Monday through Saturday from 7:00am to 8:00pm and Sunday from 8:00am to 7:00pm. This location will employ approximately 15 staff, with a maximum of five (5) employees per shift.

The applicant previously provided required responses to, and complies with the standards of §15-3.0701: General Standards for Special Uses. The development is consistent with the existing zoning requirements, and Future Land Use Comprehensive Master Plan intent for the district (§15-7.0102.M).

The proposed structure meets the setback requirements of the OL-2 zoning district. The applicant plans to submit a Site Plan amendment application in the near future for changes to building layout.

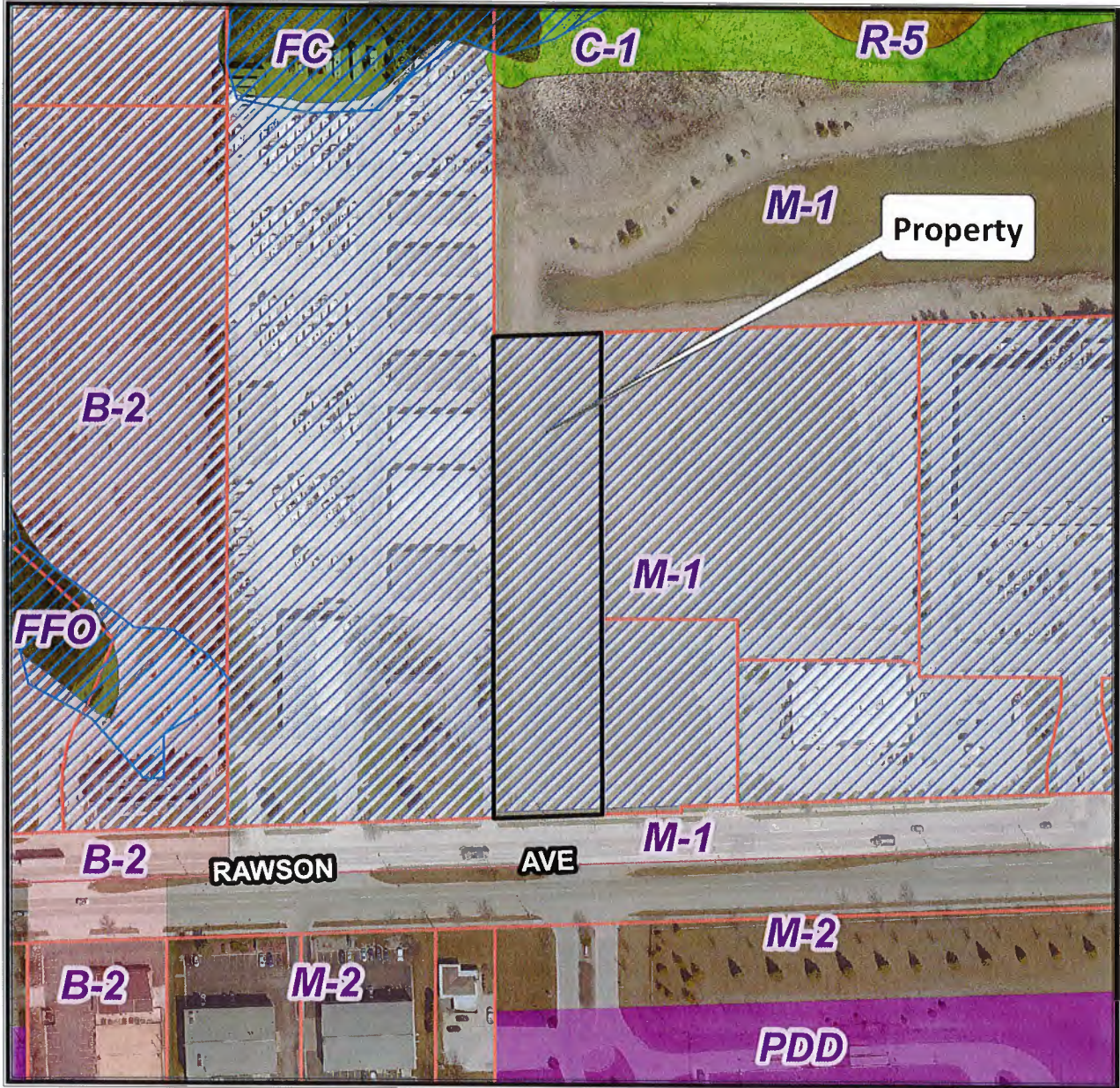
STAFF RECOMMENDATION

City Development Staff recommends approval of the requested extension, and that the Plan Commission forward the Special Use Extension to the Common Council for decision based on the draft Resolution as attached.

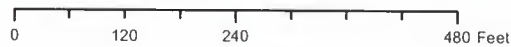
Attachments:

- Approved Special Use: RES 2023-7959, March 21, 2023
- Applicant Letter

5484 W. Rawson Ave.
TKN 741 9002 000

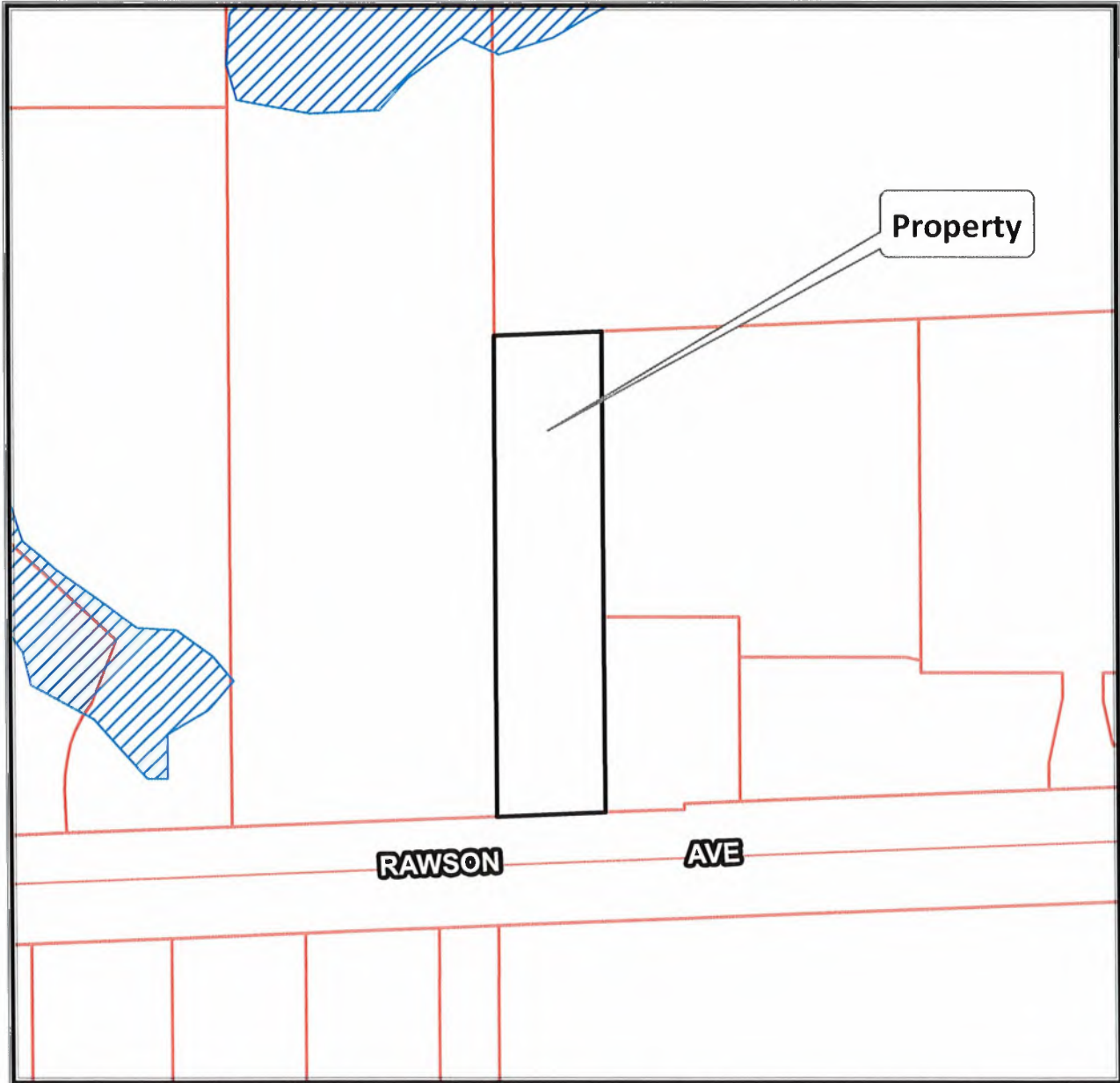


Planning Department
(414) 425-4024

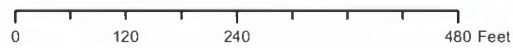


This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

5484 W. Rawson Ave.
TKN 741 9002 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.



BRIOHN BUILDING CORPORATION

February 9, 2024

Planning Department – City of Franklin
9229 West Loomis Road
Franklin, WI 53132

RE: Request for Extension to Resolution No. 2023-7959 (Jilly’s Car Wash)

To Whom It May Concern:

Jilly’s LLC (the “Developer”) is pleased to continue pursuing the addition of Jilly’s Car Wash (the “Development”) in the City of Franklin (the “City”).

The Developer faced unforeseen challenges due to current market conditions which delayed the anticipated construction schedule as previously presented to the City. The Developer respectfully requests an extension to Resolution No. 2023-7959 which is set to expire on March 21, 2024.

Jilly’s LLC remains excited to construct the state-of-the-art Development within the City of Franklin, creating an enhanced car wash experience within the community.

Please do not hesitate to contact me with additional questions. We look forward to collaborating with the City of Franklin throughout the building permit process.

Thank you,

Caitlin LaJoie
Director of Land Development
clajoie@briohn.com
262-790-0500

DESIGN / BUILD
CONSTRUCTION

ARCHITECTURAL
DESIGN

DEVELOPMENT

PROPERTY
MANAGEMENT

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 04/03/24</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Resolution to amend Resolution No. 2003-5502 imposing conditions and restrictions for the approval of a Special Use for 5801 West Franklin Drive</p> <p style="text-align: center;">(Allis Roller LLC, property owner)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>M. G.</i></p> <p style="text-align: center;">Ald. Dist. #4</p>

At its March 21, 2024, regular meeting, the Plan Commission recommended approval of the attached special use resolution for the Allis Roller expansion project. The vote was 4-0-1, four 'ayes', no 'noes' and one absent.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2024-_____, to amend Resolution No. 2003-5502 imposing conditions and restrictions for the approval of a Special Use for 5801 West Franklin Drive (Allis Roller LLC, property owner).

RESOLUTION NO. 2024-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2003-5502 IMPOSING
CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR
5801 WEST FRANKLIN DRIVE
(ALLIS ROLLER LLC, PROPERTY OWNER)

WHEREAS, Russell Dudan, President of Allis Roller, LLC having petitioned the City of Franklin for the approval of an amendment to Resolution No. 2003-5502, to remove condition of approval No. 5 requiring the installation of curb and gutter on the parking lot and driveway, and to remove condition of approval No. 8 prohibiting outdoor storage, for property located at 5801 West Franklin Drive, bearing Tax Key No. 931 9001 000, more particularly described as follows:

Being a redivision of Lots 1 and 2 in Block 6 of Franklin Industrial Park located in the Northwest 1/4 of the Southwest 1/4, and Lot 3 in Block 6 of Franklin Industrial Park Addition No. 1 located in the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin. Excepting therefrom that part conveyed to the City of Franklin by Quit Claim deed recorded as Document No. 6934853.

WHEREAS, such petition having been duly referred to the Economic Development Commission for recommendation on the 16th day of February, 2024, and the Economic Development Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 7th day of March, 2024, and the Plan Commission having determined to recommend approval of the proposed Special Use on the 21st day of March, 2024, 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 amendment, 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 Russell Dudan, President of Allis Roller, LLC, for the approval of a Special Use amendment to allow for parking and drives without curb and gutter, and to allow for outdoor storage for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use amendment is approved only for the use of the subject property by Russell Dudan, President of Allis Roller, LLC, successors and assigns, as a Tool & Die Machining and Warehousing business, which shall be developed in substantial compliance with, and operated and maintained by Russell Dudan, President of Allis Roller, LLC, pursuant to those plans dated February 7, 2024 and annexed hereto and incorporated herein as Exhibit A.
2. Russell Dudan, President of Allis Roller, 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 Russell Dudan, President of Allis Roller, LLC, Special Use amendment, 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 Russell Dudan, President of Allis Roller, LLC, and the Special Use amendment, for the property located at 12000 West Loomis Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. This resolution is to amend Resolution 2003-5502, specifically to remove conditions of approval No. 5 “Any future expansion of the Special Use requires the installation of curb and gutter on the parking lot and driveway”, and No. 8 “Outside storage of materials and supplies shall be prohibited”, all other conditions of approval remain in effect. The proposed building expansion and exterior site improvements are subject to separate review and approval of a Site Plan amendment.
5. Any of the proposed emerald green arborvitaes for back outdoor storage screening that do not survive must be replaced with plant materials of the same or like species

ALLIS ROLLER, LLC – SPECIAL USE AMENDMENT

RESOLUTION NO. 2024-_____

Page 3

of equal size within the next planting season, but in any event, within six months of the plant's demise. The property owner will be responsible of said replacement.

BE IT FURTHER RESOLVED, that in the event Russell Dudan, President of Allis Roller, 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 an amendment to such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance, and that all of the terms and conditions of 2003-5502, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

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 _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

ALLIS ROLLER, LLC – SPECIAL USE AMENDMENT
RESOLUTION NO. 2024-_____

Page 4

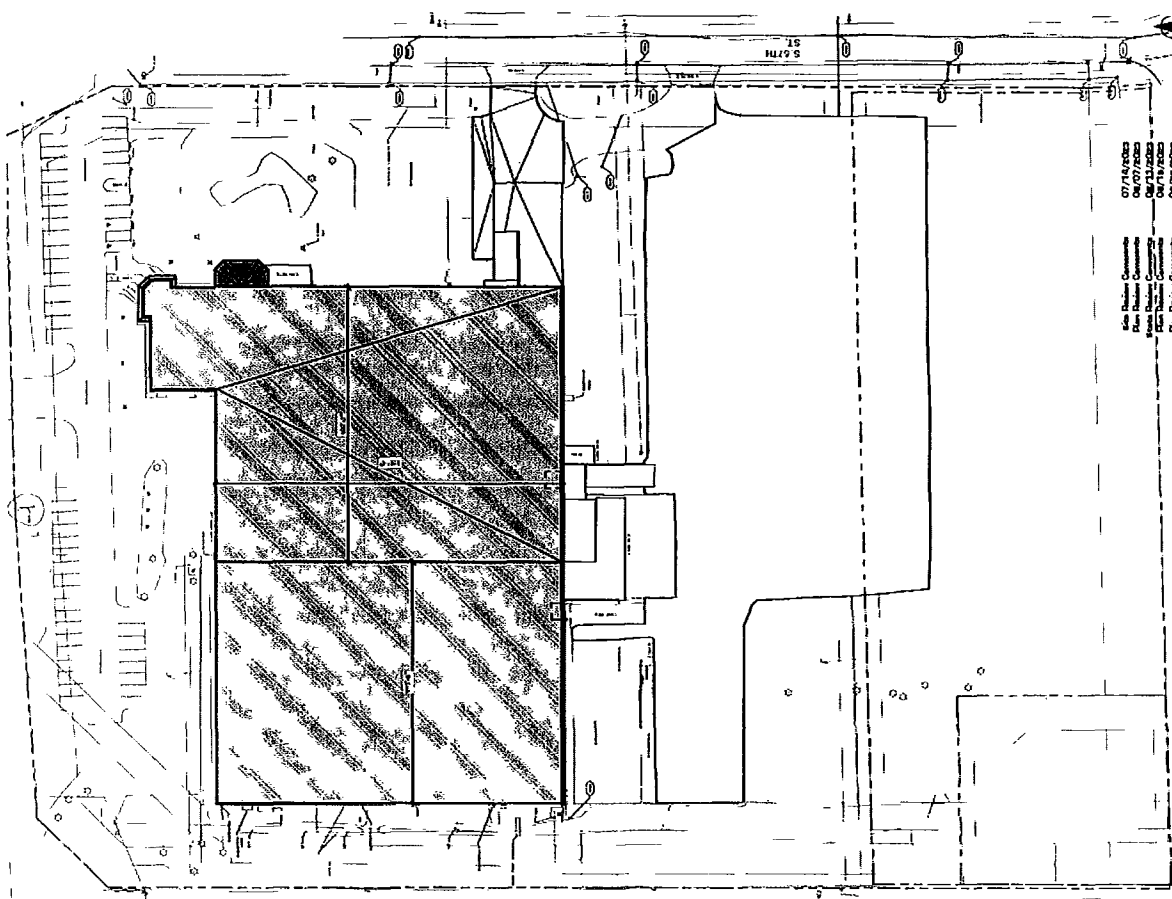
APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

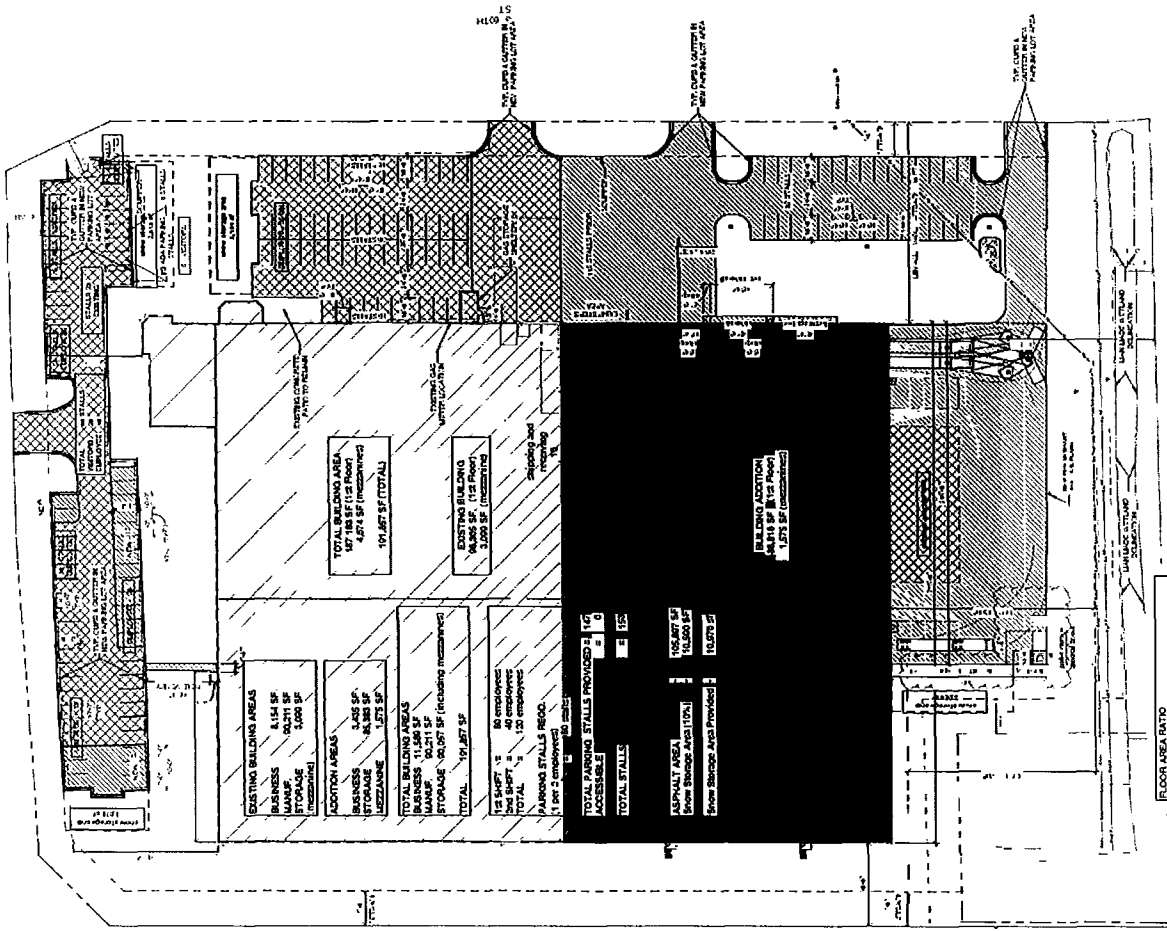


07/16/2023
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 07/27/2023
 07/28/2023
 07/29/2023
 07/30/2023
 07/31/2023

SCALE: 1/8" = 1'-0"
A101

Architectural Site Plans
 1000 North 1st Street, Suite 100, Annapolis, MD 21403
 410 North 1st Street, Suite 100, Annapolis, MD 21403
 1000 North 1st Street, Suite 100, Annapolis, MD 21403
 1000 North 1st Street, Suite 100, Annapolis, MD 21403

1 Site Plan Existing



Hatched pattern: Hatched - Asphalt
 Hatched pattern: Hatched - Concrete
 Hatched pattern: Hatched - Paved
 Hatched pattern: Hatched - Unpaved
 Hatched pattern: Hatched - Other

FLOOR AREA RATIO	
PAV TOTAL PROPERTY AREA	42,000 SF
ASPHALT TOTAL PROPERTY AREA	10,000 SF
CONCRETE TOTAL PROPERTY AREA	10,000 SF
PAV TOTAL BUILDING AREA	10,000 SF
ASPHALT TOTAL BUILDING AREA	10,000 SF
CONCRETE TOTAL BUILDING AREA	10,000 SF
PAV TOTAL	42,000 SF
ASPHALT TOTAL	10,000 SF
CONCRETE TOTAL	10,000 SF
PAV TOTAL	42,000 SF
ASPHALT TOTAL	10,000 SF
CONCRETE TOTAL	10,000 SF

2 Site Plan



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of March 7, 2024
Special Use amendment

RECOMMENDATION

Special Use Amendment: City Development Staff recommends denial of the request to remove the curb and gutter requirement; and approval with conditions of the request to allow for outdoor storage. The Economic Development Commission recommended approval of this Special Use amendment request.

Site Plan Amendment: No action required, the Economic Development Commission approved the Site Plan conditioned upon the Special Use amendment. If the Special Use request is denied, the applicant shall revise the Site Plan to depict curb and gutter on all drives and parking; and to remove the outdoor storage area.

Project Name:	Allis Roller expansion
Property Owner:	Allis Roller LLC
Applicant:	Allis Roller LLC. Russ Dudan, President
Property Address/TKN:	5801 W. Franklin Drive / 931 9001 000
Aldermanic District:	District 4
Zoning District:	Planned Development District 7
2025 Future Land Use:	Commercial
Use of Surrounding Properties:	Planned Development District No. 7 (Franklin Industrial Park) uses to the north, south and east. Single-family residential zoned R-2 to the west
Staff planner:	Régulo Martínez-Montilva, AICP, CNUa, Principal Planner

Please note:

- Staff recommendations are *underlined, in italics* and are included in the draft resolution.
- Staff suggestions are only underlined and are not included in the draft resolution.

Special Use Amendment:

Last year, the applicant submitted a Site Plan amendment to allow for a building addition and other site improvements. City Development staff reviewed it and informed the applicant that the previous Special Use permit requires installation of curb and gutter on the parking lot and driveway (condition 5) and that outdoor storage is prohibited (condition 8). The applicant is now submitting a Special Use to amend these conditions: requesting to remove the requirement of curb and gutter installation; and to allow for outdoor storage of metal shipping racks and wood pallets south of the proposed building addition.

Since this facility is located in the Franklin Industrial Park, the Special Use amendment goes before the Economic Development Commission (EDC) for recommendation, the Plan Commission for public hearing and recommendation; and the Common Council for decision. The Site Plan amendment requires approval by Economic Development Commission (EDC).

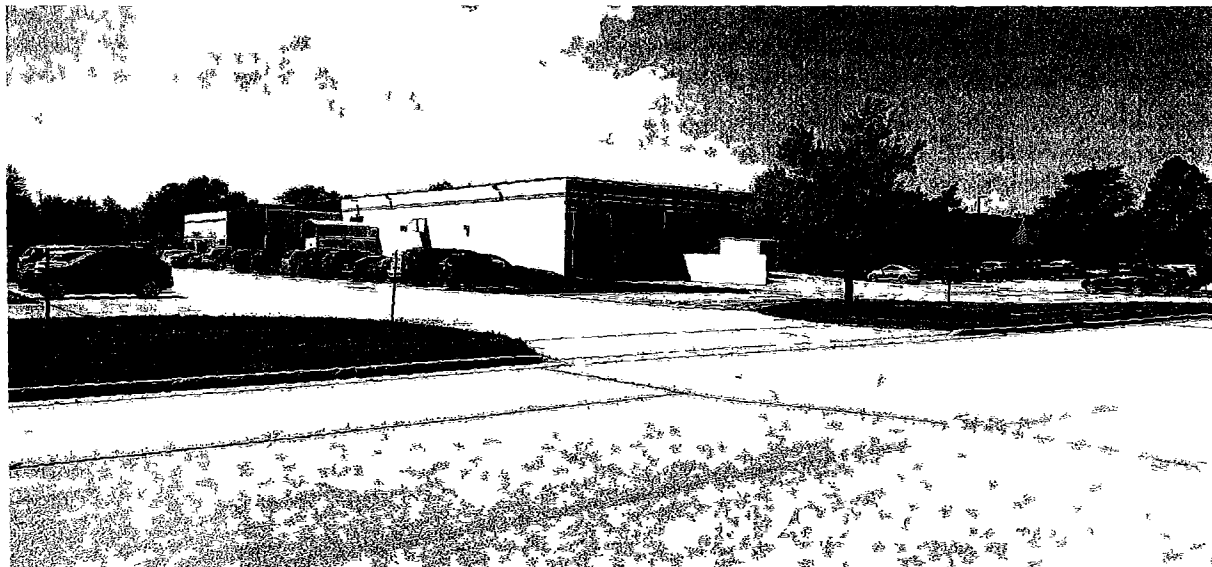
Allis Roller received a Zoning Compliance permit in 2014 for Contract Manufacturer of Machined Parts and Complex Weldments as continuation of the Special Use permit (Resolution No. 2003-5502) granted to Qualified Products & Northern Gear (Nortek).

Curb and gutter

Per Special Use Resolution No. 2003-5502, condition 5: “any future expansion of the Special Use requires installation of curb and gutter on the parking lot and driveway”. According to the project narrative, the applicant is requesting to remove this condition for the following reasons:

- “We do understand the streets and avenues in the park have C&G, however, the majority of the buildings in the park around us, including our current parking areas, do not have C&G”.
- “One concern we have is the grade on the north side of the building is designed to have stormwater flow entirely across the pavement and into the grass areas and swales, adding curb to the north lot will stop the flow of water and create ponding in the warm months and ice build-up in the winter. Our current storm water run-off plans for the expansion include ponds and collection areas to capture the run-off”.
- “The installation of C&G is approximately a \$150k adder to our project, which does not add to the value, safety, or productivity of the property”.

Staff recommends denial of this request based on the Unified Development Ordinance Section 15-5.0202E1 (next page) because curb and gutter is installed on adjacent streets (Franklin Drive and 57th Street). Staff acknowledges that curb and gutter is not installed on S. 60th Street.



View of the exiting Allis Roller building, note that curb and gutter is installed on S. 57th Street
Photo by City Development staff

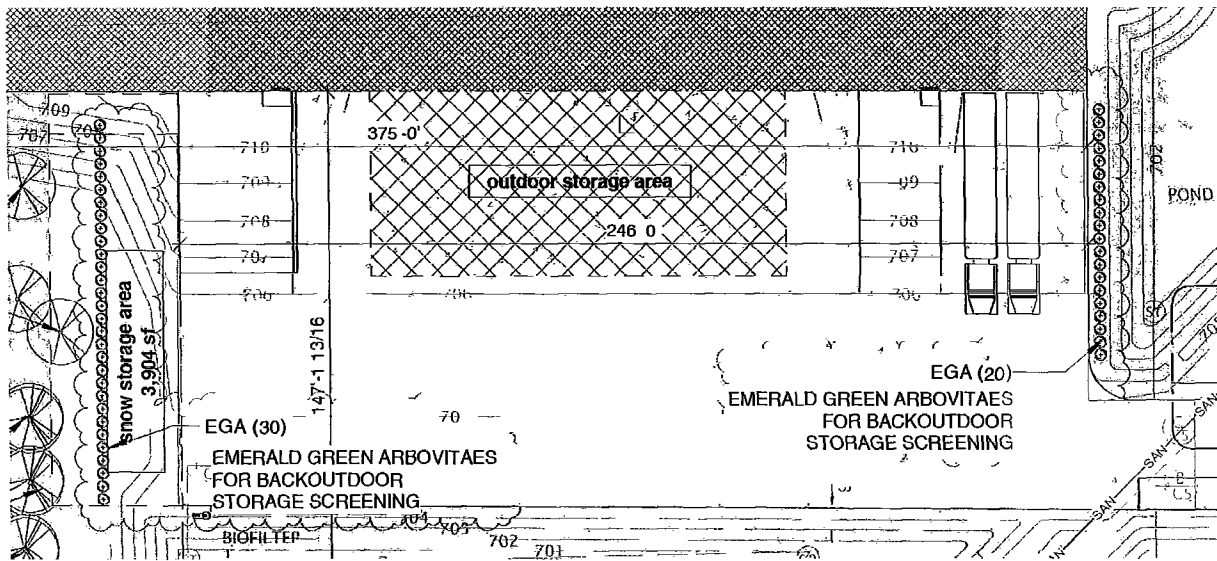
“Concrete Curb and Gutter Required for All Off-Street Parking Areas. Concrete curb and gutter shall be installed surrounding all new driveway, parking lot and landscape islands. This provision may be waived by the Plan Commission for additions to existing structures located in areas without a predominance of curb and gutter when curb and gutter is not installed on the adjacent street right-of-way, or is not anticipated to be constructed on the street right-of-way in a future street reconstruction in a reasonable period of time” [emphasis added].

The Economic Development Commission has recommended approval of the applicant’s request to waive the curb and gutter requirement, with the exception of the complete front parking lot (north) and all driveways connections to 57th Street. The applicant is proposing to install curb and gutter in said areas as depicted in Exhibit A of the attached draft Special Use Resolution.

Outdoor Storage

The applicant is requesting approval for outdoor storage of non-combustible crates in an area located directly behind the proposed facility for the following reason: “The metal shipping racks use a lot of floor space, and we prefer to use the floor space for production. When we build the new building, we will have ample floor space to store the racks inside, however, as we fill the building with new equipment and production lines (and jobs) we would like the option to store the racks outside if necessary”.

Pursuant to the Franklin Industrial Park Planned Development District (PDD), Ordinance 85-864, Section 12.10(14), outdoor storage areas must be located behind the building setback line and must be screened from streets and adjoining properties by a solid wall, fence or other screening approved by the EDC. The proposed outdoor storage area would be behind the setback line and screened by arborvitae as depicted in the landscape plan.



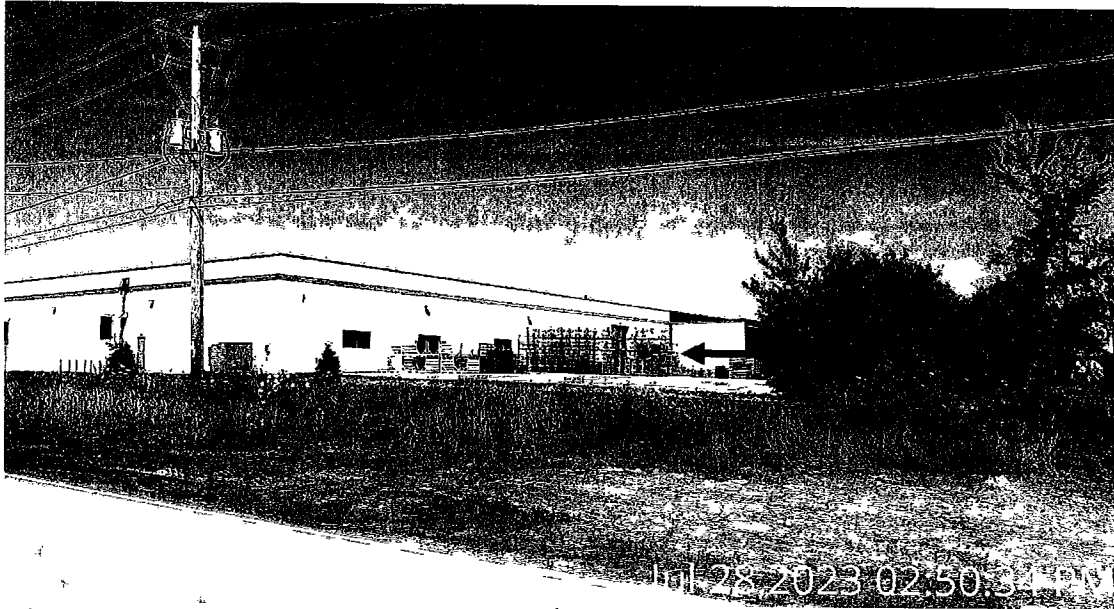
Landscape plan, sheet A102 (detail).

City Development staff recommends approval of this request to allow for outdoor storage subject to the following condition:

- Any of the proposed emerald green arborvitae for back outdoor storage screening that do not survive must be replaced with plant materials of the same or like species of equal size within the next planting season, but in any event, within six months of the plant's demise. The property owner will be responsible of said replacement.

The applicant submitted a memorandum dated February 7, 2024, addressing Fire Department concerns about the proposed outdoor storage area, the applicant stated that: "Due to fire hazard concerns of storing wood pallets outside, all the wood pallets will be stored inside the addition area where sprinkler system protects the complete facility. Only non-combustible crates will be stored in this area".

City Development staff noticed outdoor storage of materials and supplies south of the existing building, which is prohibited per the Special Use permit. If this request is not approved, the applicant is responsible for removing all materials and products stored outside the building.



View of existing outdoor storage from S. 60th Street
Photo by City Development staff

Site Plan Amendment:

No action from the Plan Commission is required for the Site Plan amendment. Project description and analysis below for reference.

Site Plan amendment to allow for a building addition for Allis Roller. The existing building is 98,365 sq. ft. and the proposed addition would be 88,818 sq. ft., other site improvements include: loading areas, surface parking, stormwater management facilities, a driveway and relocation of an existing sanitary sewer line.

Per the Special Use Resolution No. 2003-5502, condition #11 “all additions or alterations to the Building and/or Site Plan shall be approved by the Economic Development Commission prior to Building Permit issuance”.

The applicant is proposing an 88,818 square foot building addition on the south side of the existing industrial building. The subject site has an area of 474,209 square feet, the resulting Floor Area Ratio (FAR) would be 0.49, which is in compliance with the maximum permitted FAR of 1.5 per the Planned Development District (PDD) Ordinance 85-864.

The proposed building addition complies with the building setback requirements of the Franklin Industrial Park.

Parking

The minimum parking ratio in the Franklin Industrial Park is 1 parking stall per 2 employees on the two largest shifts combined. This facility would have a total of 120 employees in the first and second shifts combined, so 60 parking stalls is the minimum requirement. The applicant is proposing 147 parking stalls and 6 accessible stalls which is in compliance with the PDD Ordinance for total quantity and the Unified Development Ordinance (UDO) for accessible parking.

Parking in the north end of the site is encroaching into the 25-foot parking setback, the applicant indicated that this parking is for visitors. Visitor parking in the parking setback may be allowed upon approval by the Economic Development Commission. City Development staff has no objections to the subject visitor parking because the chamfered lot corner act as a vision triangle at the intersection of Franklin Drive and 57th Street.

The applicant revised the original plans to comply with the minimum parking size of 180 sq. ft, the typical parking stall is 10 by 18 feet.

The proposed parking lot complies with the city’s snow storage standards that require a snow storage area representing at least 10% of the total parking and loading areas.

Landscaping

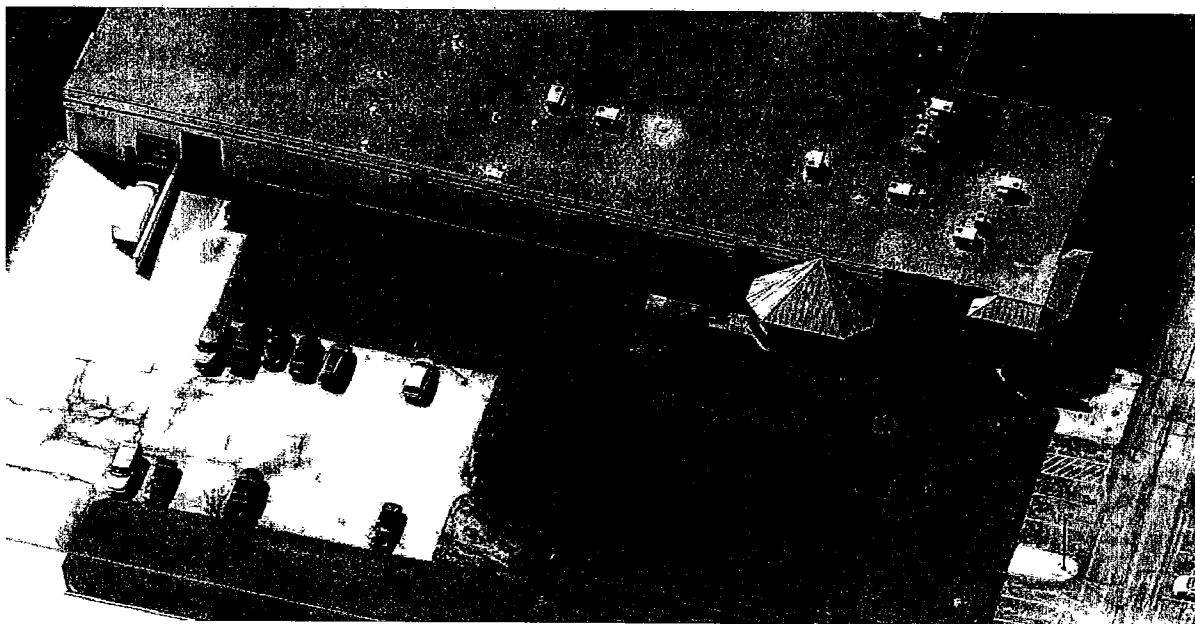
Pursuant to the Franklin Industrial Park PDD Ordinance 85-864 Section 12.10(12), “at least one street tree of an approved species and of at least six feet in height shall be planted for each 50 feet of frontage on proposed public streets and private drives”. The frontage of the subject site is approximately 2,000 feet (north, west and east property lines), therefore, 40 street trees are required. The applicant is proposing 11 new trees and to keep 29 existing trees for a total of 40 street trees which is compliance with this requirement.

Ordinance 85-864, Section 12.10(12) requires accessory landscape areas at least 5% of parking lots. The required accessory landscape area is 1,188 sq. ft. and the applicant is proposing 1,305 sq. ft, so this requirement is met.

Architecture

The proposed 28-foot high building addition complies with maximum permitted of 50 feet in the Franklin Industrial Park.

Section 12.10(11) “Architectural Control and Appearance” states: “That portion of any building facing a street, other than the street on which the building fronts, shall be finished in an attractive manner in keeping with the accepted standards used for industrial buildings, but need not be finished in a like manner as that portion of the building referred to as the front”. In this case, the main entrance to the existing building is located in the northeast with architectural features on the east building elevation, such as awnings and a canopy. City Development staff suggests the installation of awnings and/or canopies to the proposed east elevation similar to those located in the existing building, for consideration of the Economic Development Commission. This suggestion was not part of the motion for the Site Plan.



Pictometry imagery looking west indicating existing architectural features.

The applicant stated that “there’s no architectural gain to add canopies so the [owner] has chosen not add any canopy to the addition”.

Natural Resource Protection

The Unified Development Ordinance (UDO) Section 15-4.0102 requires a 30-foot wetland buffer where land disturbance activities and grading are not allowed and a 50-foot wetland setback where structures and pavements are not allowed. Essential services as defined in the UDO, such as sanitary sewers are exempt from these requirements.

According to the submitted wetland delineation report, wetland W-1 was artificially created in the opinion of the delineator. The applicant submitted determinations from the Wisconsin Department of Natural Resources and U.S. Army Corps of Engineers stating that wetland W-1 is

exempt from state and federal wetland regulations. Therefore, the city's natural resource protection standards don't apply to such wetland. .

Outdoor Lighting

The applicant is proposing ten wall lights, four canopy lights and five pole lights. The highest illumination level at the property line is 0.3 foot-candles while the maximum is 4.0 for total cut-off luminaires in this zoning district, so the proposed lighting complies with city standards.

Signs

The applicant is not proposing any outdoor signs at this time.

Miscellaneous

The applicant is proposing trash dumpsters under the new canopy on the east side along with a row of Emerald Green Arborvitaes to provide screening from public view.

The applicant is proposing to relocate the gas storage area to the east side with a 10-foot high privacy fence for screening purposes.

The applicant stated that the mechanical equipment will be located towards the center of the building addition and wouldn't be visible from the street.

Recommendation:

At its February 16, regular meeting, the Economic Development Commission recommended approval of this Special Use amendment, subject to the conditions set forth in the attached resolution.

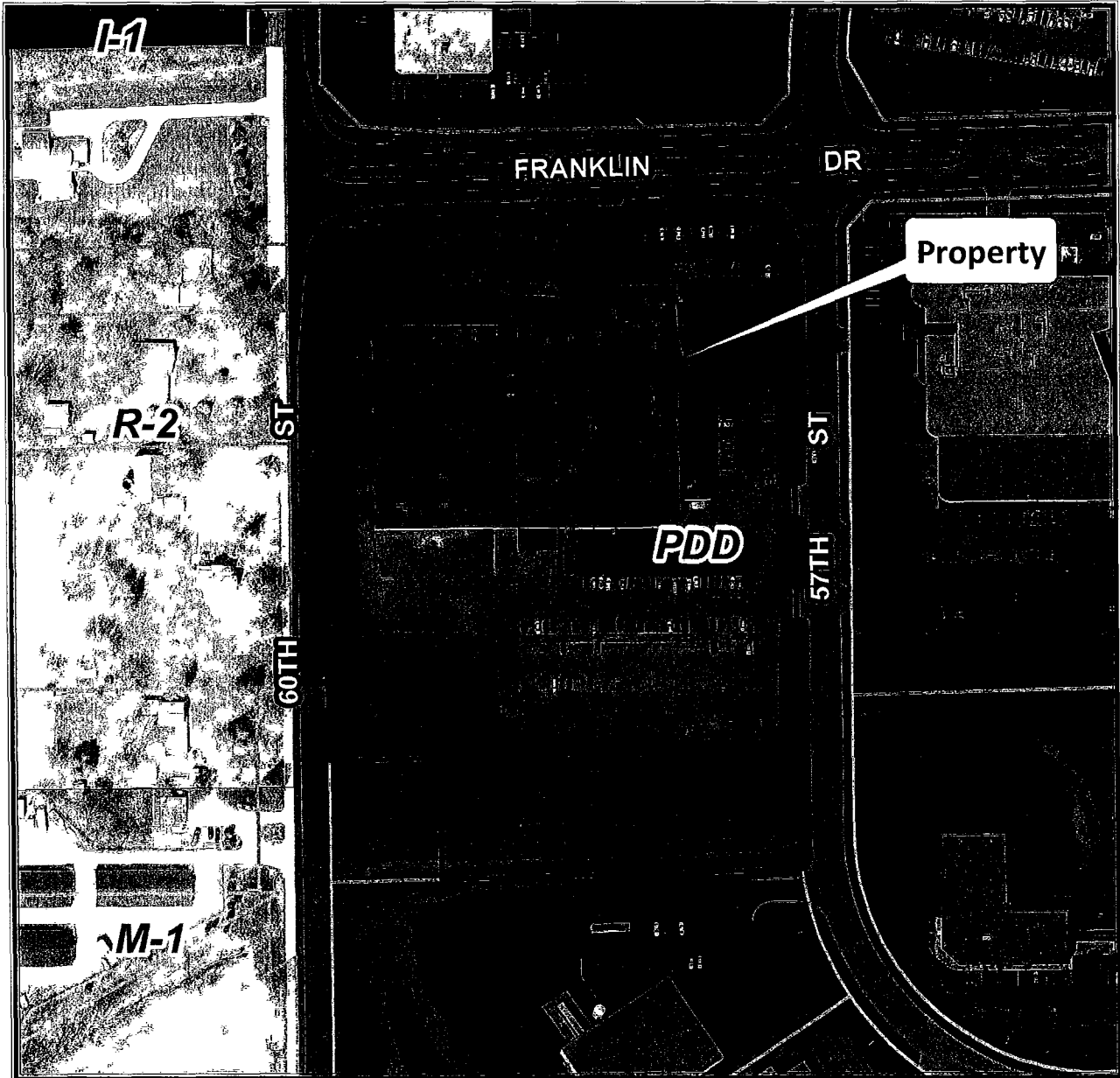
Special Use Amendment, curb and gutter: *Staff recommends denial based on the Unified Development Ordinance Section 15-5 0202E1 because curb and gutter is installed on adjacent streets (Franklin Drive and 57th Street)*

Special Use Amendment, outdoor storage: Staff recommends approval subject to the following condition:

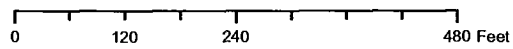
- Any of the proposed emerald green arborvitaes for back outdoor storage screening that do not survive must be replaced with plant materials of the same or like species of equal size within the next planting season, but in any event, within six months of the plant's demise. The property owner will be responsible of said replacement. (This condition is included in the attached resolution)

Site Plan amendment: No action required, the Economic Development Commission approved the Site Plan conditioned upon the Special Use amendment. If said Special Use amendment is denied, the applicant shall revise the Site Plan to depict curb and gutter on all drives and parking; and to remove the outdoor storage area.

5801 W. Franklin Drive
TKN: 931 9001 000



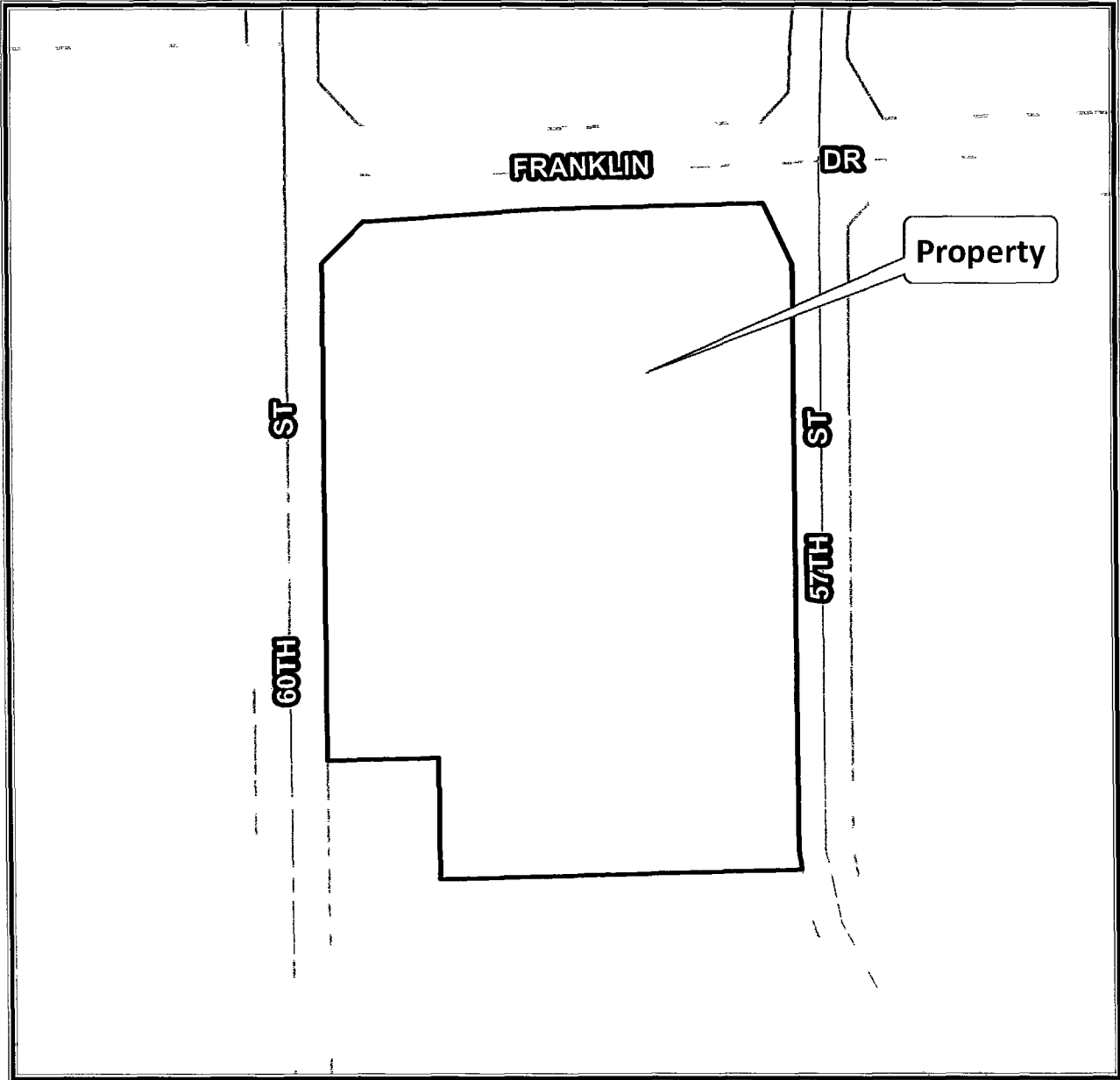
Planning Department
(414) 425-4024



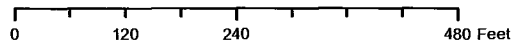
2021 Aerial Photo

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.

5801 W. Franklin Drive
TKN: 931 9001 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.



ECONOMIC DEVELOPMENT COMMISSION
OF THE CITY OF FRANKLIN, WISCONSIN

[Draft 2-8-24]

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING A SITE PLAN AMENDMENT
FOR ALLIS ROLLER LLC
5801 WEST FRANKLIN DRIVE
(ALLIS ROLLER LLC, PROPERTY OWNER)

WHEREAS, Russell Dudan, President of Allis Roller LLC, having petitioned the City of Franklin for approval of a site plan amendment, for Allis Roller LLC, in the City of Franklin Industrial Park, property located at 5801 West Franklin Drive, Franklin Industrial Park; and

WHEREAS, the Economic Development Commission having reviewed the proposed site plan amendment and found same to be in compliance with and in furtherance of the standards of Planned Development District No. 7.

NOW, THEREFORE, BE IT RESOLVED, by the Economic Development Commission of the City of Franklin, Wisconsin, that the site plan amendment City file-stamped February 7, 2024, attached hereto and incorporate herein as Exhibit A, be and the same is approved, subject to the following conditions:

1. That the Allis Roller LLC site plan amendment shall be constructed pursuant to such proposed plans within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the Economic Development Commission.
2. The conditions of approval for the Special Use permit granted by Resolution No. 2003-5502 remain in effect unless specifically amended by separate resolution.
3. This resolution is not approving parking lots without curb and gutter or outdoor storage, such improvements are conditioned upon approval of a separate Special Use Amendment.
4. The applicant must obtain a building permit from the Inspection Services Department prior to the construction of the proposed addition.
5. The applicant must obtain approval of utilities, grading and erosion control from the Engineering Department prior to any land disturbance activities.
6. If roof mounted mechanical equipment is visible from any public street, the owner will be responsible for providing appropriate screening.

Introduced at a regular meeting of the Economic Development Commission of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Economic Development Commission of the City of Franklin this _____ day of _____, 2024.

APPROVED:

Steve Bobowski, Chairman

ATTEST:

Timothy Watcher, Vice Chairman

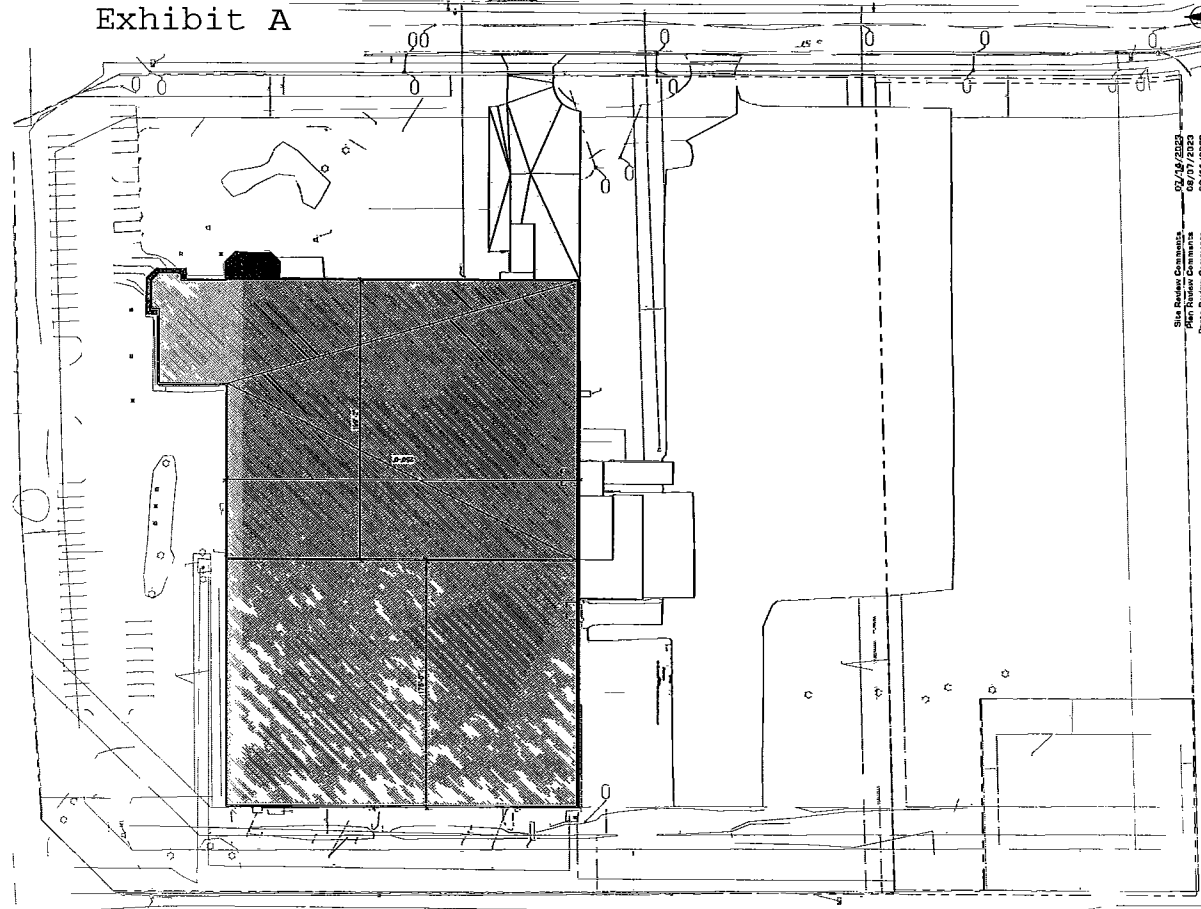
AYES _____ NOES _____ ABSENT _____

Exhibit A

A101

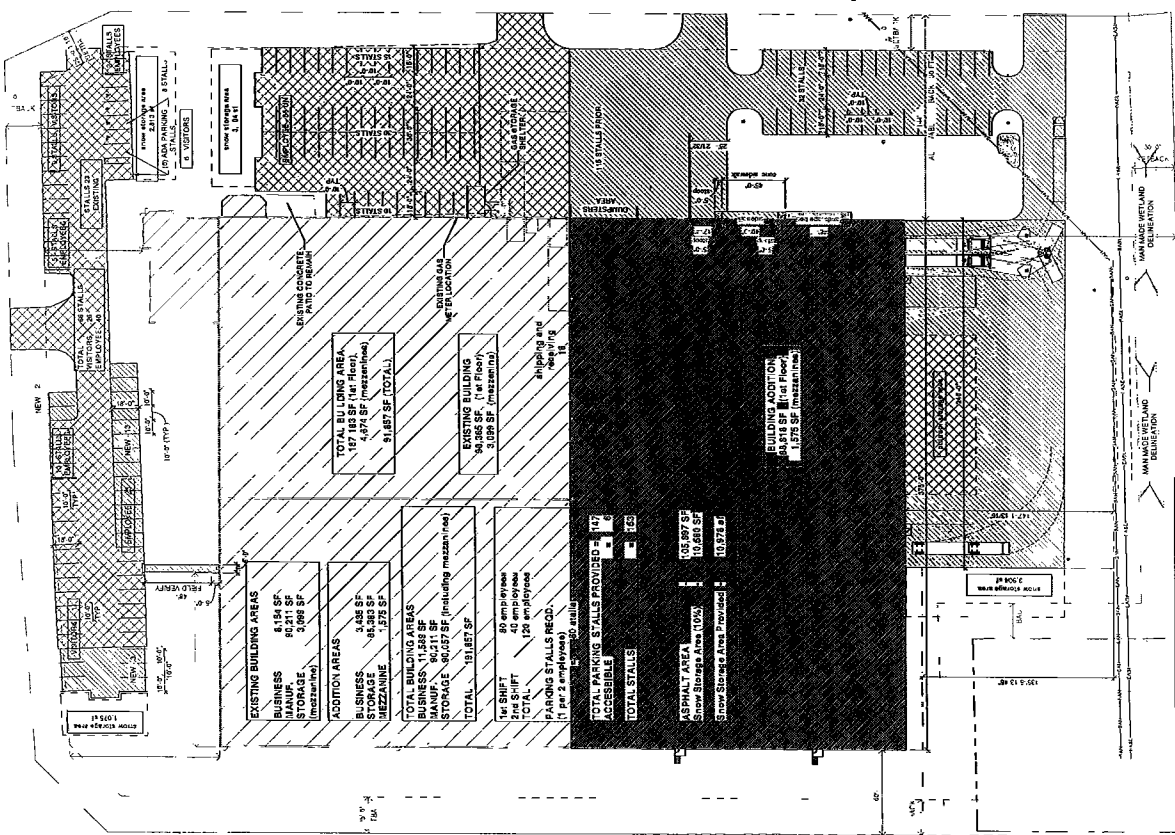
Site Review Comments: 02/16/2023
 Plan Review Comments: 06/07/2023
 Second Review Comments: 06/17/2023
 Plan Review Comments: 06/28/2023

Architectural Site Plans
 Prepared for: 2023 Perry Parkside LLC, All Rights Reserved
 Address: 3831 Franklin Drive, Frank, TN 37531
 January 17, 2023



1 Site Plan - Existing
 1" = 40'-0"

0.9 5



FLOOR AREA RATIO

AREA TOTAL PROPERTY AREA	67,455 SF
IMPAIRED PROPERTY AREA	261,182 SF
(BA) TOTAL BUILDING AREA	91,857 SF
1st Floor	187,183 sf
RATIO (BA/NSA)	0.49 Met Allowable 1.5

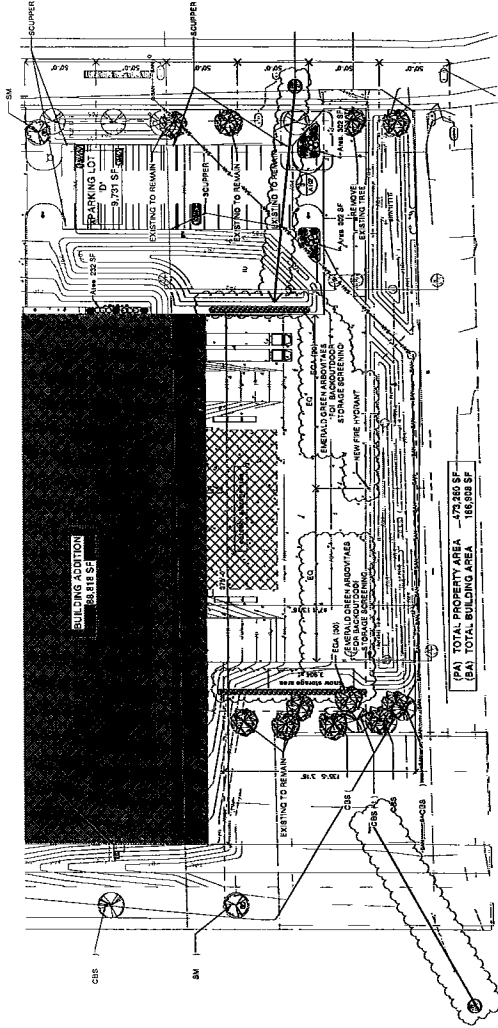
LEGEND

- EXISTING AND REPAIR EXISTING PARKING LOT AREA
- NEW ASPHALT PARKING LOT AREA

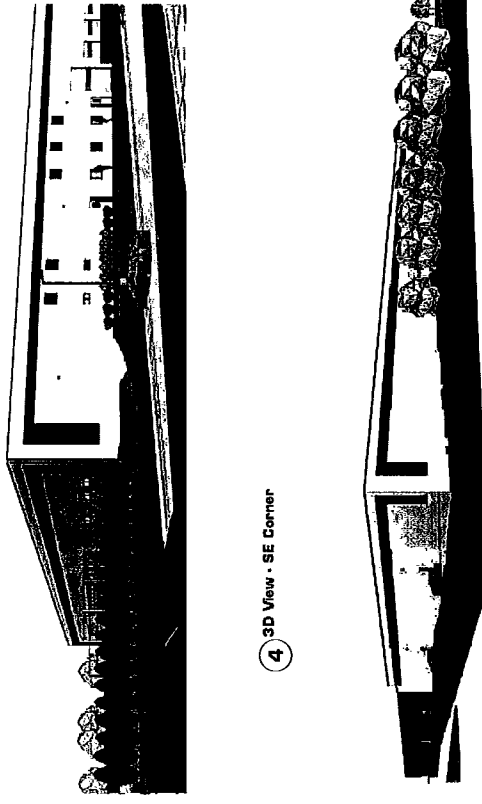
2 Site Plan
 1" = 40'-0"

FLOOR AREA RATIO

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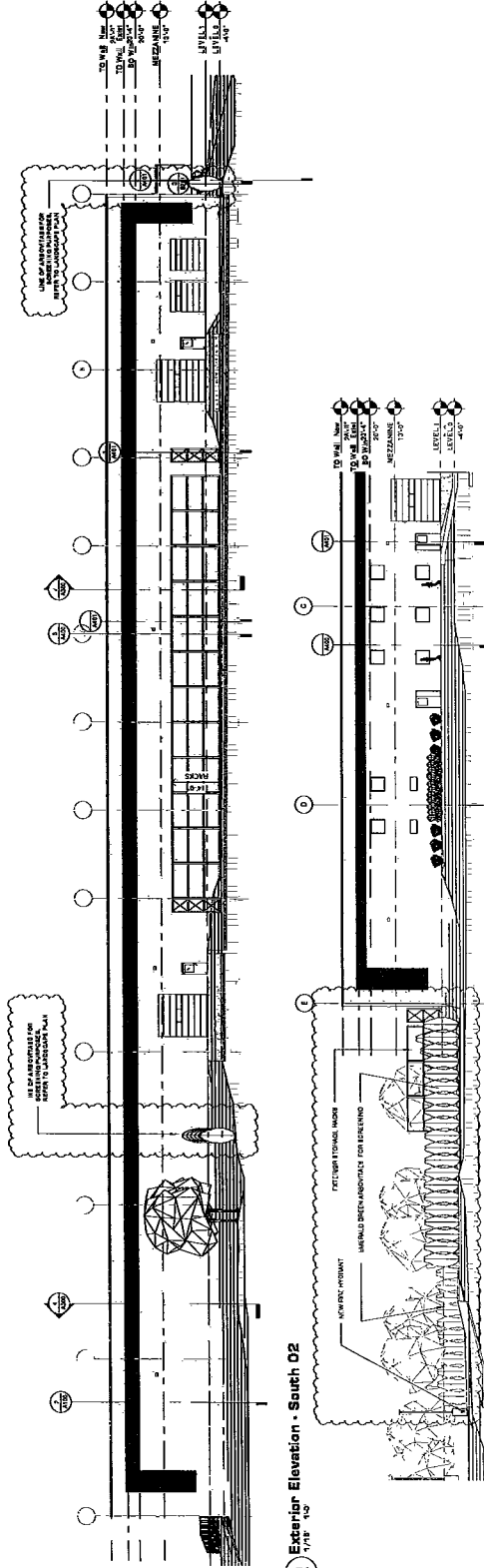


1 Reference Plan - 3D View locations.
1/4" = 1'-0"



4 3D View - SE Corner

5 3D View - SW Corner



2 Exterior Elevation - South 02
1/4" = 1'-0"

3 Exterior Elevation - East 02
1/4" = 1'-0"

City of Franklin
Department of City Development

Date: February 5, 2024

To: John P. Wallenkamp. Kueny Architects, LLC

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

RE: Allis Roller - Applications for Special Use and Site Plan amendments
5801 W. Franklin Drive

Below are staff comments regarding the Special Use application submitted on January 15, 2024 (deemed complete on February 2); and Site Plan Amendment application submitted on June 6, 2023:

Department of City Development comments

1. Curb and gutter. As noted previously in staff memorandum dated August 4, 2023, City Development staff anticipates recommending denial of removing this condition based on the Unified Development Ordinance Section 15-5.0202E1 because curb and gutter is installed on adjacent streets (Franklin Drive and 57th Street).

“Concrete Curb and Gutter Required for All Off-Street Parking Areas. Concrete curb and gutter shall be installed surrounding all new driveway, parking lot and landscape islands. This provision may be waived by the Plan Commission for additions to existing structures located in areas without a predominance of curb and gutter when curb and gutter is not installed on the adjacent street right-of-way, or is not anticipated to be constructed on the street right-of-way in a future street reconstruction in a reasonable period of time” [emphasis added].

Note that the installation of curb and gutter applies to all parking areas, existing and proposed.

2. Outdoor storage screening. What is the height of the proposed storage racks? Staff suggests submitting a rendering as viewed from public streets to illustrate the proposed screening, specifically S. 57th and S. 60th streets.
3. Outdoor storage screening, plant replacement. City Development staff anticipates recommending the following condition of approval: “Any of the proposed emerald green arborvitaes for back outdoor storage screening that do not survive must be replaced with plant materials of the same or like species of equal size within the next planting season, but in any event, within six months of the plant’s demise. The property owner will be responsible of said replacement”.

4. Special Use standards. In response C.3, the applicant stated that the landscape plan was approved. Note that the site plan (includes the landscape plan) has not been approved yet, such site plan application will be scheduled concurrently with your Special Use amendment application.

Engineering Department comments

1. Provide WDNR NOI and any wetland delineation reports
2. Development agreement required for public improvements (sanitary relay)
3. Storm Water Facilities Maintenance Agreement required
4. Storm Water Management Access Easement required
5. Existing water main easement, sanitary easement, and utility easements need to be vacated
 - Need to vacate existing water main easement, please draft up vacation document
 - Need to vacate existing sanitary sewer easement and create new easement, please draft up vacation document
 - Need to vacate majority of drainage easement and create new one to cover existing storm sewer at the NE corner of the site, please draft up vacation document
 - New sanitary sewer easement required
 - New drainage easement required
6. Army Corp determination may be required for exemption of wetlands on south end of site, if not exempted coordination may be required for outfalls into the wetland boundary
7. Plat of survey is required. Find the attached.

For more information, call Assistant City Engineer Tyler Beinlich (414) 425-7510

Fire Department comments

8. The fire department has concerns on the storage of "...wooden pallets and crates in an area located directly behind our facility. ." In the drawings, the storage area appears to directly join with the building. Stacks of wooden pallets pose a significant fire hazard when stored outside near a building. The applicant will need to provide additional information on the quantity and arrangement of wood pallet storage and what fire protection systems would be implemented if this storage area directly abuts to the building. Additional information can be found in NFPA 1 (2012 edition) adopted by Wisconsin SPS 314.01.
9. The fire department will also require fire hydrants to provide a reliable water supply to this side of the building.

For more information, call Fire Chief James Mayer 414-427-7580

Police Department comments

10. The PD has no comment regarding this request.



KUENY ARCHITECTS, L.L.C.



January 12, 2024

Re: Allis Roller Facility Special Use Amendment

We are submitting the following items for the Allis Roller Facility Special Use Amendment

- 1- Application form including Response to Special Use Standards and Regulations
- 2- (3) Copies - Project Narrative
- 3- (3) Copies of Civil Plans
 - C1 – Existing Conditions
 - C2 – Site Prep & Erosion Control
 - C3 – Dimension Plan
 - C4 – Grading/Paving Plan
 - C5 – Utility Plan
 - C6 – Construction Details
 - C7 – Construction Details
- 4- (3) Copies - 24x36 Sheet A101 Architectural Site Plan
- 5- (3) Copies - 24x36 Sheet A102 Landscape Plan.

Sincerely



Kueny Architects, LLC
Jon P. Wallenkamp
Principal

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



APPLICATION DATE: _____
 STAMP DATE city use only

COMMON COUNCIL REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME Russell Dudan		NAME Jon Wallenkamp	
COMPANY Allis Roller, LLC		COMPANY Kueny Architects LLC	
MAILING ADDRESS 5801 W. Franklin Dr		MAILING ADDRESS 10505 Corporate Drive, Suite 100	
CITY/STATE Franklin, WI	ZIP 53132	CITY/STATE Pleasant Prairie, WI	ZIP 53158
PHONE 414-423-9000 x123		PHONE 262-857-8101	
EMAIL ADDRESS russ.dudan@allis-roller.com		EMAIL ADDRESS jonw@kuenyarch.com	

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS 5801 W. Franklin Dr.	TAX KEY NUMBER 931 9001 000
PROPERTY OWNER Allis Roller, LLC	PHONE 262 365-3294
MAILING ADDRESS	EMAIL ADDRESS russell.dudan@allis-roller.com
CITY/STATE ZIP	DATE OF COMPLETION office use only

APPLICATION TYPE

Please check the application type that you are applying for

- Concept Review
 Comprehensive Master Plan Amendment
 Planned Development District
 Rezoning
 Special Use / Special Use Amendment
 Unified Development Ordinance Text Amendment

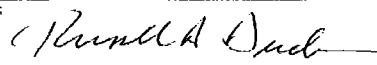
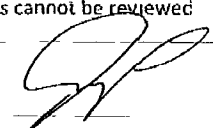
Most requests require Plan Commission review and Common Council approval.
 Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments.

SIGNATURES

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

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

I, the applicant, certify that I have read the following page detailing the requirements for plan commission and common council approval and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE 	APPLICANT SIGNATURE 
NAME & TITLE Russell Dudan, President, Allis Roller, LLC	NAME & TITLE Jon Wallenkamp / Partner
DATE	DATE 01/12/2024
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE

NAME & TITLE _____ DATE _____ NAME & TITLE _____ DATE _____

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- Application fee payable to the City of Franklin... [select one of the following]
 - \$1,500: New Special Use > 4000 square feet.
 - \$1,000: Special Use Amendment.
 - \$750 New Special Use < 4000 square feet.
- Word Document legal description of the subject property.
- One copy of a response to the General Standards, Special Standards, and Considerations found in Section 15-3.0701(A), (B), and (C) of the UDO available at www.franklinwi.gov
- Three (3) complete collated sets of application materials to include ...
 - Three (3) project narratives.
 - Three (3) folded copies of the Site Plan package, drawn to scale at least 24" X 36", The submittal should include only those plans/items as set forth in Section 15-7.0101, 15-7.0301 and 15-5.0402 of the UDO that are impacted by the development. (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc.
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable.
- Email or flash drive with all plans / submittal materials.
- Additional information as may be required.
 - Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval.

UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$200 Application fee payable to the City of Franklin.
- Three (3) project narratives, including description of the proposed text amendment.
 - Requires a Class II Public Hearing notice at Plan Commission.
 - The City's Unified Development Ordinance (UDO) is available at www.franklinwi.gov.

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:** This is an expansion to an existing facility.
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:** Expansion to an existing business with no changes in use.
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 changes will not affect the neighboring properties.
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** Already connected to existing 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 project is located in an existing industrial areas and won't affect existing residential areas.
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** N/A
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 Addition project was approved according to existing regulations. Requesting amendment to some site changes

B. **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 use will not change with the proposed addition.

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** Not applicable

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** Not applicable

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** The landscape plan was approved and is attached with this submittal.

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 use will continue to be the same of the existing facility and surrounding properties.

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR APPROVAL
OF A SPECIAL USE FOR 5801 WEST FRANKLIN DRIVE,
Qualified Products & Northern Gear (NORTEK)

Scanned

WHEREAS, Qualified Products & Northern Gear (NORTEK Holding Company) has petitioned the Common Council of the City of Franklin for a Special Use requesting the location of a Tool & Die Machining and Warehousing business located in Planned Development District No. 7 at 5801 West Franklin Drive.

WHEREAS, the petitioner requested Special Use approval on the following legally described property in the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Tax Key No. 931-0006-001

Lots 1 and 2 Block 6 Franklin Industrial Park, being a Re-division of Certified Survey Map No. 3226 and a Subdivision of lands in part of the Southwest 1/4 of the Northwest 1/4, the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin excluding Lot 3 Block 6 Franklin Industrial Park Addition No. 1.

WHEREAS, said petition has been duly referred to the Plan Commission of the City of Franklin for a public hearing thereof pursuant to the requirements of Chapter 62.23 of the Wisconsin Statutes, and more particularly for the use of the above-described land for the location of the proposed Tool & Die Machining and warehouse facility.

WHEREAS, the conditions and restrictions, as recommended by the City Plan Commission, are as follows:

1. This Special Use Permit shall be issued for the use of the subject property:
To allow operation of a Tool & Die Machining and warehouse business.
This Special Use Permit shall not be transferable for other uses on the subject property.
2. The applicant shall not disturb or remove the tree line and brush along South 60th Street.
3. The applicant shall clean the drainage residue from the fans and grills regularly and provide the City with documentation of the cleaning schedule.
4. The applicant shall lubricate the fan(s) as needed to reduce the noise of operating the fan.
5. Any future expansion of the Special Use requires the installation of curb and gutter on the parking lot and driveway.
6. The applicant shall comply with all requirements of the City of Franklin Unified Development Ordinance (as amended), City Design Standards and Construction Specifications, Building Code and Fire Safety Code, including addressing of building, and all other applicable governmental laws, statutes, rules, regulations, codes and ordinances.
7. The erection, construction, alteration and location of signs, other advertising structures, marquees and awnings shall be in accordance with the provisions of the City of Franklin Sign Ordinance and shall be submitted and approved by the Economic Development Commission.

8. Outside storage of materials and supplies shall be prohibited.
9. Trucks, construction vehicles, and/or abandoned vehicles shall not be parked on the property, except business related trucks parked in designated areas, not to exceed a total count of 2 vehicles.
10. There shall be no use of external speakers without amendment of this Special Use.
11. All additions or alterations to the Building and/or Site Plan shall be approved by the Economic Development Commission prior to Building Permit issuance.
12. When conflicts occur in terms and conditions of this Special Use, with other City Codes and regulations, the more restrictive shall apply.
13. This special use shall be established within one (1) year after the date of granting thereof, by way of the issuance of occupancy permits, or without further action by the Plan Commission or the Common Council, the special use authorization shall be null and void.

NOW , THEREFORE, BE IT RESOLVED that the conditions and restrictions as recommended by the Plan Commission hereinabove set forth by and the same are hereby adopted and approved as the conditions and restrictions for the said use.

NOW, THEREFORE, BE IT FURTHER RESOLVED that in the event the owner does not comply with the conditions and restrictions of this Special Use Permit following a ten (10) day notice and failure to comply, the Common Council upon notice and hearing may revoke the Special Use Permit granted to the owner.

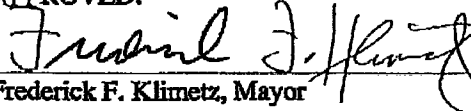
BE IT FURTHER RESOLVED that the violations of the terms and conditions of this Resolution shall be considered to be a violation of the Unified Development Ordinance and the penalty for such violations shall bear a maximum forfeiture of \$2,500.00, or as amended for each violation upon conviction and a maximum sentence of ninety (90) days imprisonment if such forfeiture is not paid. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any violation is not a waiver of that or any other violation of this permit.

BE IT FURTHER RESOLVED that the City Clerk be and is hereby directed to record a certified copy of this resolution with the Register of Deeds for Milwaukee County, Wisconsin.

INTRODUCED at a special meeting of the Common Council this 13th day of March, 2003, by Alderman
Solomon.

PASSED AND ADOPTED by the Common Council of the City of Franklin this 13th day of March, 2003.

APPROVED:


Frederick F. Klimetz, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0



Allis Roller, LLC
5801 W Franklin Dr.
Franklin, WI 53132

Phone: 414.423.9000 X123

Fax: 414.423.9216

russ.dudan@allis-roller.com

1/12/2024

Re: Allis Roller is requesting a Special Use Amendment to Resolution 2003-5502 for the property at 5801 West Franklin Drive, Franklin, WI

The prior Conditions and Restrictions resolution was signed with the City of Franklin by Qualified Products and Northern Gear. Allis Roller has since purchased this property. Allis Roller manufactures parts for industrial OEMs, primarily agricultural, including John Deere, CNH, Vilter (Copeland), Dana Corp, Putzmeister, and many others. We are seeking to expand our facilities in Franklin due to business growth. The planned \$9.5M expansion will create more opportunities, more jobs, and a higher property value. However, we would like to obtain a few amendments to the current resolution to improve the return on investment and increase the flexibility of our investment in the property.

Article 1:

Allis Roller is a metal manufacturing business, not a Tool and Die Machining business as was the prior owner

Article 5:

We are requesting the requirement of installation of curb and gutter (C&G) in our parking lots be removed. We do understand the streets and avenues in the park have C&G, however, the majority of the buildings in the park around us, including our current parking areas, do not have C&G. One concern we have is the grade on the north side of the building is designed to have stormwater flow entirely across the pavement and into the grass areas and swales, adding curb to the north lot will stop the flow of water and create ponding in the warm months and ice build-up in the winter. Our current storm water run-off plans for the expansion include ponds and collection areas to capture the run-off.

The installation of C&G is approximately a \$150k adder to our project, which does not add to the value, safety, or productivity of the property. We would prefer to use the funds for the construction of the building itself

Article 8:

We are requesting approval to store metal shipping racks from our customers and wood pallets and crates in an area located directly behind our facility as noted in the drawing plans. The shipping racks are made of metal, are painted, are stackable, and all materials would be kept orderly and close to



the building. We are not asking to store any other materials or equipment outside of the building. The metal shipping racks use a lot of floor space, and we prefer to use the floor space for production. When we build the new building, we will have ample floor space to store the racks inside, however, as we fill the building with new equipment and production lines (and jobs) we would like the option to store the racks outside if necessary.

Thank you for your consideration of our amendments. We have enjoyed a 20-year history of having our business in Franklin and look forward to many more.

Regards,

A handwritten signature in black ink that reads "Russell A. Dudan". The signature is fluid and cursive, with a long horizontal stroke at the end.

Russell A. Dudan
President
Allis Roller, LLC

KUENY ARCHITECTS, L.L.C.



February 20, 2024

Re Allis Roller Facility Special Use Amendment – Response to review comments

Attn: Régulo Martínez-Montilva, Principal Planner

Mr. Martinez

Per your request, the following are the response to the comments of items 2, 8 and 9 issued on your letter dated February 5, 2024.

Department of City Development comments

2. Outdoor storage screening. What is the height of the proposed storage racks? Staff suggests submitting a rendering as viewed from public streets to illustrate the proposed screening, specifically S. 57th and S. 60th streets.

R. The height of the racks are going to be 14-15 ft max. The south loading dock area will have on the west side and on the east side of this area a lines of Emerald Green Arbovitae that will act as a screening for this area covering the view from both 57th and 60th street. See attached new sheet A103 Exterior Storage Views with the proposed views to the South-East and South West corners of the addition.

Fire Department comments

8. *The fire department has concerns on the storage of " . wooden pallets and crates in an area located directly behind our facility. " In the drawings, the storage area appears to directly join with the building* Stacks of wooden pallets pose a significant fire hazard when stored outside near a building The applicant will need to provide additional information on the quantity and arrangement of wood pallet storage and what fire protection systems would be implemented if this storage area directly abuts to the building. Additional information can be found in NFPA 1 (2012 edition) adopted by Wisconsin SPS 314.01.

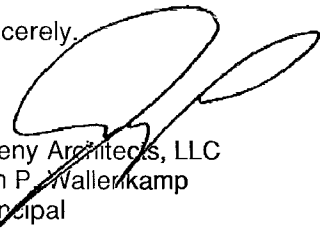
R. Due to fire hazard concerns of storing wood pallets outside, all the wood pallets will be stored inside the addition area where sprinkler system protects the complete facility. Only non-combustible crates will be stored in this area.

9. The fire department will also require fire hydrants to provide a reliable water supply to this side of the building

R. A new fire hydrant will be installed centered on the south side of the south loading parking area to comply with the Fire Department requirements. See revised civil sheet C5 Utility Plan and attached sheet A103 Exterior Storage Views showing the new hydrant location.

See attached sheet A101 Architectural Site Plan showing the approved parking areas with curb & gutter.

Sincerely,


Kueny Architects, LLC
Jon P. Wallenkamp
Principal



Office of the Fire Chief

James C. Mayer

To: Members of the City of Franklin Plan Commission
Allis Roller, LLC
Kueny Architects, LLC

Date: March 18, 2024

Subject: Wood Pallet Storage – Allis Roller Special Use amendment

In regard to the request by Allis Roller, LLC to store idle wood pallets in their proposed “Outdoor storage area”; there was concern from the fire department due to the close proximity of wood pallets to the building and other commodities being stored in this area, compliance with the State of Wisconsin fire prevention code SPS413 would not be met. (A summary of the code requirements is attached to the final page of this memorandum).

Because of the significant potential of a rapidly spreading fire in large stacks of dry, wood pallets the location and manner of this storage is specifically defined in the state fire code. It requires specific setbacks between the piles of wood pallets, structures and property lines. If large quantities of idle pallets are stored indoors or directly adjacent to structures, the code requires a fast-action, automatic fire suppression (sprinkler) system to be installed.

After reviewing the fire code requirements, Kueny Architects has offered an alternative location on the proposed site for stacks of wood pallets to be stored (revised site plan attached). This new location exceeds the 50-foot distance from the building required for the storage of 200 or more pallets and conforms to the State of Wisconsin fire prevention code as long as the height and separation of pallet stacks follows the guidance of the code.

The City of Franklin Fire Department approves the request for pallet storage in this newly defined area and appreciate the efforts of the staff from Allis Roller and Kueny Architects to assure the proposed use adheres to the adopted fire safety standards.

Storage of Idle Pallets

NFPA 1 (2012) Adopted by WI SPS314 Fire Prevention Code



34.10 Storage of Idle Pallets.

34.10.1* General. Idle pallets shall be stored outside or in a separate building designated for pallet storage, unless permitted by 34.10.2.

34.10.2 Indoor Storage. Idle pallets shall be permitted to be stored in a building used for other storage or other purpose if the building is sprinklered in accordance with Section 13.3.

34.10.3* Outdoor Storage. Idle pallets stored outside shall be stored in accordance with Table 34.10.3(a) and Table 34.10.3(b).

34.10.4 Idle pallet stacks shall not exceed 15 ft (4.6 m) in height nor shall cover an area of greater than 400 ft² (37 m²). Pallet stacks shall be arranged to form stable piles. A distance of not less than 8 ft (2.4 m) shall separate stacks. Piles shall be no closer than 8 ft (2.4 m) to any property line.

Table 34.10.3(a) Required Clearance Between Outside Idle Pallet Storage and Other Yard Storage

Pile Size	Minimum Distance	
	ft	m
Under 50 pallets	20	6
50–200 pallets	30	9
Over 200 pallets	50	15

Table 34.10.3(b) Required Clearance Between Outside Idle Pallet Storage and Building

Wall Construction	Minimum Distance of Wall from Storage					
	Under 50 Pallets		50 to 200 Pallets		Over 200 Pallets	
	ft	m	ft	m	ft	m
Masonry with no openings	0	0	0	0	10	3.0
Masonry with wired glass in openings, outside sprinklers and fire doors	0	0	10	3	20	6
Masonry with wired or plate glass, outside sprinklers and fire doors	10	3	0	0	30	9
Wood or metal with outside sprinklers	10	3	0	0	30	9
Wood or metal or other	30	9	30	9	30	9



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/3/2024
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Municipal Code § 10-7A, Parks Commission – Membership by Adding a Franklin Public School District Community Education and Recreation Department Member as an Ex-officio, Non-Voting Member of the Parks Commission	ITEM NUMBER B. 7.

BACKGROUND

The Parks Commission has requested the addition of an ex-officio member from the Franklin Education and Recreation Department. The minutes are attached from the 02/12/24 Parks Commission meeting recommending this appointment. The specific item follows:

Item IV D

Ex Officio Representation of the Franklin Education and Recreation Department A proposal to add an Ex Officio member to provide information to the Commission about and assist in coordinating with the Franklin Public Schools Education and Recreation Department Facility and Recreation Manager Leah Voss will attend the meeting on behalf of the Rec Department.

This request would require Common Council approval to help with coordination It was agreed that a representative from the recreation department would be beneficial in coordinating events

Vice Chair Malecki moved, and Commissioner Lance seconded, to approve the proposal to add an ex-officio member to provide information to the Commission about and assist in coordinating with the Franklin Public Schools Education and Recreation Department Facility and Recreation Manager Leah Voss will attend the meeting on behalf of the Recreation Department. On a voice vote, all voted 'aye'; the motion carried 4-0-2

The Parks Commission believes this addition will be beneficial, as the Rec Department coordinates numerous programs for Franklin residents and is a significant user of City park facilities. They have insight into the demand for facilities, which will benefit the Commission. Implementing the Comprehensive Outdoor Recreation Plan will allow for coordination to prevent duplication and make the best use of all public recreation facilities in the City.

FISCAL NOTE

There is no fiscal impact associated with this requested change.

COUNCIL ACTION REQUESTED

A motion to approve Ordinance 2024-_____ to Amend Municipal Code § 10-7A, Parks Commission – Membership by Adding a Franklin Public School District Community Education and Recreation Department Member as an Ex-officio, Non-Voting Member of the Parks Commission.

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND MUNICIPAL CODE § 10-7A, PARKS COMMISSION – MEMBERSHIP BY ADDING A FRANKLIN PUBLIC SCHOOL DISTRICT COMMUNITY EDUCATION AND RECREATION DEPARTMENT MEMBER AS AN EX-OFFICIO, NON-VOTING MEMBER OF THE PARKS COMMISSION

WHEREAS, the Parks Commission has reviewed the circumstances and opportunities relative to the relationship with the Franklin Public School District Community Education and Recreation Department; and

WHEREAS, the Parks Commission recommends that the best manner for the Commission to collaborate, oversee, monitor, and administer park programs is to establish a member of the Franklin Public School District Community Education and Recreation Department as an ex-officio, non-voting member of the Parks Commission; and

WHEREAS, State Statute, Wis. Stats. Section 27.08(1) provides that “Such board [Parks Commission] shall be organized as the common council shall provide,”

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

SECTION 1: §10-7 [Parks Commission] A., “Membership,” of the Municipal Code of Franklin, Wisconsin, is hereby amended and recreated as follows:

§10-7 A. Membership

- (1) The Parks Commission shall consist of seven members, including one alderman and six citizens, all appointed by the Mayor and subject to confirmation by the Common Council. The term of the Alderman member shall be one year, only while in the office of Alderman, and expiring upon the April 30 following the appointment. The citizen members shall be appointed for three-year terms, expiring upon April 30 of the third year following the appointment, excepting that the initial appointments shall provide for two members to serve a one-year term and two members to serve a two-year term, expiring upon the April 30 of the first year and second year following such appointments, respectively. The Parks Director shall provide technical and staff assistance to the Commission.
- (2) In addition to the members mentioned earlier of the Commission, the Education and Recreation Liaison of the City shall be an ex-officio, non-voting member of the Parks Commission, whose position shall

not affect quorum determinations. If the individual appointed as the Education and Recreation Liaison is otherwise also appointed and confirmed as a member of the Parks Commission per item (1) above, the individual shall remain a voting member as conferred by that appointment. The Parks Commission shall appoint the Education and Recreation Liaison subject to confirmation by the Common Council. The Education and Recreation Liaison shall serve the Commission because of their respective office. Either the Parks Commission or the Common Council may rescind the appointment of the Education and Recreation Liaison, with or without cause, subject to a three-quarters vote of the respective membership.

- (3) In addition to the members mentioned earlier, the Parks Commission shall have ex-officio, non-voting members whose positions shall not affect quorum determinations. The Franklin Public School District Community Education and Recreation Department ex-officio member shall be appointed by the Mayor and confirmed by the Common Council. The term of this member shall be indefinite and may be terminated at the pleasure of the Common Council.

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of April 2024.

This resolution was passed and adopted at a regular meeting of the Common Council of the City of Franklin on April 3, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

City of Franklin
Parks Commission Meeting
February 12, 2024
Minutes

Approved
March 11, 2024

I. Call to Order and Roll Call

Vice Chair Karen Malecki called the February 12, 2024, Parks Commission meeting to order at 6.30 p m commencing in the Common Council Chambers at Franklin City Hall at 9229 W. Loomis Road, Franklin, Wisconsin

Present was Vice Chair Karen Malecki, Commissioners Mary Remington, Kristen Stanley, and Susan Lance Present was Principal Planner Marion Ecks, City Engineer Glen Morrow, Department of Public Works Dale Borchardt and City Arborist Tom Riha. Excused was Chair Michael Wrench, Absent were Alderwoman Courtney Day and Ex-Officio Michelle Runte

- II. Citizen Comment Period** Franklin resident Tina Raduege of 4421 W. Central Ave provided comments regarding the denial of her request for the use of Pickleball Courts at Pleasant View Park. Ms Raduege contacted the recreation department regarding adding additional court sessions for advanced players Accommodations were unable to be met. Courts at Pleasant View Park were allowed for reservations on Wednesday nights in summer, 2023 Suggested to charge a nominal fee for court rentals

III Approval of Minutes – Regular meeting of January 8, 2024

Commissioner Remington moved and Commissioner Stanley seconded to approve the minutes of the January 8, 2024 meeting On voice vote, all voted ‘aye’, motion carried 4-0-2.

IV. Unfinished Business

- A. Update on parks maintenance.** Trees have been cleaned up that were downed during the recent storm There has been more traffic at Kayla’s playground A ‘pre-bid’ is going in on February 21, 2024 for the resurfacing of Kayla’s playground Shut down of the playground for resurfacing is tentatively scheduled for June. City Engineer Morrow reviewed a handout regarding the expansion of the Cascade Creek and River Terrace trails. Discussion only, no action taken.
- B. Park Pavilion Use. Draft ordinance to add Municipal Code Section 183-48D. to prohibit use of City park pavilions without proper authorization.** City Engineer Morrow submitted comments from the January meeting to the City Attorney The City Attorney opposed the suggestion of asking for identification As a result, this item removed **Added** to the request for Council Action was the following D Use of Pavilions not in accordance with the posted signage is prohibited. Those without reservations may be asked by the City to vacate the premises and citations may be issued for Ordinance violation. Commissioner Lance asked that the language be updated to state. Those ‘with or without’ reservations may be asked by the City to vacate the premises and citations may be issued for Ordinance violation

Commissioner Lance moved and Commissioner Remington seconded to approve the language Vice Chair Malecki and Commissioner Stanley abstained from the vote as they were concerned that the language is too vague Commissioner Stanley to send her concerns via email to Principal Planner Ecks who will forward to Gail Olsen and Commissioner Lance.

C Park Facilities Reservations and Permitting Policies. Discussion of reservation policies for league sports and other groups, fees, rules, and policies for parks. Demand is high for pickleball court reservations and complaints are being received regarding availability. Currently only baseball diamonds may be reserved on a short-term basis. The Franklin Recreation Department is the only City pay for play option. Reservation software is not in the budget until 2025. **Principal Planner Ecks provided verbiage for an interim process:**

- Pickleball and tennis court facilities are not reservable by the general public. Courts will be available on a first-come, first-served basis. League reservation requests for organized group play must come from an established community organization whose membership is open to the general public.
- Court facilities may be reserved for private events as part of a pavilion rental, subject to approval by the Parks Commission.

Commissioner Stanley moved and Commissioner Remington seconded to approve the language, after review from Legal, with addition of amended language around reserving courts for single use at private events, with a recommendation the City Attorney revises the language. On voice vote, all voted 'aye'; motion carried 4-0-2.

i. Pickleball Facility Reservation Policy. The Franklin Recreation Department is not an option to collect fees for the City. The City should look to implement a policy when software is available and research how other cities are reserving their courts. Vice-Chair Malecki provided a 'draft' hand out on rental fees at pavilions for a decreased cost during non-prime times and for shorter periods of time. This item was tabled. Discussion only, no action taken.

D. Department Director & Policy overview for Commission Principal Planner Ecks is reviewing administrative tasks of different City departments and their staffing levels. Some suggestions: possible reallocation of duties, need for central point of contact. At next meeting, discuss recommendation of a department director or manager be added to the budget. This would be a City paid position and would need a job description and personnel addition. Discussion only, no action taken.

E 2023 and 2024 Budget. Parks Commission requests for information on park finances. Principle Planner Ecks reported that a CIP sheet has been submitted to the finance department. There will be a full budget discussion at some point. Previous recommendations were not presented to Common Council due to lack in staff. The number of parks/trails in the City has increased but staffing in Department of Public Works has not. Tom Riha, Department of Public Works Arborist, was present. Commissioner Stanley commented that she would help create a visual of the increase in number of parks with no increase in the parks staff. Discussion only, no action taken.

F. Parks Marketing Materials. Park amenities donation policy and Parks marketing materials including maps, pamphlets, etc. Park materials created by Vice-Chair Malecki were presented to Common Council and positive feedback was provided. Funding was not received for printing. Tourism commission should be approached about a printing effort. Vice-Chair Malecki will attend the February 21, 2024 Tourism Commission meeting. It was requested that a park list be displayed in the cases at each park. Vice-Chair Malecki received estimates for printing park rental packets. It was suggested to look at marketing for printing needs in 2025. Vice Chair Malecki reached out to the House of Correction but has not received information on printing costs of the city newsletter, however she is getting more quotes. Discussion only, no action taken.

- G. Franklin High School Pickleball Club –Resident David Hust request to reserve the pickleball courts at Pleasant View Park, located at 4620 W Evergreen St. for Pickleball Club programs. Requested dates are for Tuesdays and Friday afternoons, 3:00 p.m. to 4:30 p.m. from March 1, 2024 to June 10, 2024.** This group has been meeting for multi purposes at Franklin High School There are approximately 50 members The requestor was not present for discussion He will be recontacted by Principal Planner Ecks to attend the March meeting Discussion only, no action taken
- H. Franklin Recreation Department Pickleball Leagues – Updated Request. Franklin School District Community Education and Recreation Department’s request to extend approved time to 12:00 p.m.** Franklin Recreation Department Manager, Leah Voss was present The request should state to extend time from 8 00 a m - 12:30 p.m. on Saturday mornings

Commissioner Lance moved and Commissioner Remington seconded to approve the request to extend approved time to 12.30 p m.. On voice vote, all voted ‘aye’, motion carried 4-0-2

V. New Business

- A. Senior Pickleball Leagues. Franklin resident Sam Crisci request to reserve pickleball courts at Lion Legend Park, located at 8032 S Legend Dr., for resident pickleball leagues. Requested dates are for Monday through Friday mornings 9:30 a.m. to an unspecified time, May 13 through October 14, 2024** Mr Crisci has annually reserved Pickleball courts at Vernon Barg for the last couple of years. Based on the newly discussed language, pickleball and tennis court facilities are not reservable by the general public. Courts will be available on a first-come, first-serve basis. League reservation requests for organized group play must come from an established community organization whose membership is open to the general public Court facilitates may be reserved for private events as part of a pavilion rental, subject to approval by the Parks Commission.

Commissioner Stanley moved and Commissioner Remington seconded to deny the requested dates for Monday through Friday mornings 9:30 a m to an unspecified time, May 13 through October 14, 2024 On voice vote all voted ‘aye’, motion carried 4-0-2

- B Resident Pickleball Leagues. Franklin resident David Newscom request to reserve three (3) pickleball courts at Pleasant View Park, located at 4620 W. Evergreen St., for resident pickleball leagues. Requested dates are for Monday through Friday mornings 7:30 a.m. to 10:30 a.m., May through September 2024.** Based on newly discussed language, pickleball and tennis court facilities are not reservable by the general public Courts will be available on a first-come, first-serve basis. League reservation requests for organized group play must come from an established community organization whose membership is open to the general public. Court facilitates may be reserved for private events as part of a pavilion rental, subject to approval by the Parks Commission.

Commissioner Stanley moved and Commissioner Remington seconded to deny the request to reserve three (3) pickleball courts at Pleasant View Park, located at 4620 W. Evergreen St., for resident pickleball leagues. Requested dates are for Monday through Friday mornings 7.30 a m. to 10 30 a.m., May through September 2024 On voice vote, all voted ‘aye’, motion carried 4-0-2

- C. Resident Pickleball Leagues. Residents Steve Boll and Pat Harris request to reserve the pickleball courts at Pleasant View Park, located at 4620 W Evergreen St, for resident pickleball leagues. Requested dates are for Wednesday evenings, 5:30 p.m. to 7:30 p.m.,**

March through October 2024. Based on newly discussed language, pickleball and tennis court facilities are not reservable by the general public. Courts will be available on a first-come, first-serve basis. League reservation requests for organized group play must come from an established community organization whose membership is open to the general public. Court facilities may be reserved for private events as part of a pavilion rental, subject to approval by the Parks Commission

Commissioner Stanley moved and Commissioner Remington seconded to deny the request to reserve the pickleball courts at Pleasant View Park, located at 4620 W. Evergreen St, for resident pickleball leagues. Requested dates are for Wednesday evenings, 5:30 p.m. to 7:30 p.m., March through October 2024. On voice vote all voted 'aye'; motion carried 4-0-2.

- D. Ex Officio Representation of Franklin Education and Recreation Department. Proposal to add an Ex Officio member to provide information to the Commission about, and assist in coordinating with, the Franklin Public Schools Education and Recreation Department. Facility and Recreation Manager, Leah Voss, will attend the meeting on behalf of the Recreation Department.** This request would require Common Council approval to help with coordination. It was agreed that a representative from the recreation department would be beneficial in coordination of events

Vice Chair Malecki moved and Commissioner Lance seconded to approve the proposal to add an Ex Officio member to provide information to the Commission about and assist in coordinating with the Franklin Public Schools Education and Recreation Department. Facility and Recreation Manager, Leah Voss, will attend the meeting on behalf of the Recreation Department. On voice vote, all voted 'aye', motion carried 4-0-2

- V. Adjournment.** Commissioner Remington moved and Commissioner Lance seconded to adjourn the meeting at 8:43 p.m. On voice vote, all voted 'aye', motion carried 4-0-2.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS AND RECOMMENDATIONS	A Resolution Approving a Business Development Guide for Marketing and Promoting the City of Franklin, WI.	ITEM NUMBER M. 8.

Annexed hereto is a copy of the above-entitled Resolution with Attachment A (Business Development Guide) 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.

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

At its September 5, 2023 meeting the Common Council passed 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.

At its March 15, 2024 meeting, the Economic Development Commission passed a motion to recommend Common Council Approval of the attached Business Development Guide for Marketing and Promoting the City of Franklin, WI.

Webpage development and business park marketing fliers are forthcoming.

The Economic Development Director will be present at the meeting to provide information.

COUNCIL ACTION REQUESTED

A Resolution Approving a Business Development Guide for Marketing and Promoting the City of Franklin, WI.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING A BUSINESS DEVELOPMENT GUIDE FOR MARKETING AND PROMOTING THE CITY OF FRANKLIN, WI.

WHEREAS, the Common Council approved an Agreement with Carl Collective (Trozzolo Creative Resources Inc.), for Marketing Materials Development Professional Services related to generating marketing materials for the City of Franklin; and

WHEREAS, the Economic Development Commission having reviewed a Business Development Guide, Developed by Carl Collective in conjunction with staff, to be used for Marketing and Promotion of the City, and having recommended said Business Development Guide to the Common Council for approval; and

WHEREAS, the Common Council upon the recommendation of the Economic Development Commission and City staff, and having reviewed said Business Development Guide, attached as ATTACHMENT A, found same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Business Development Guide, in the form and content as annexed hereto, be and the same is hereby approved.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

ATTACHMENT A - BUSINESS DEVELOPMENT GUIDE

Business Development Guide Found on the Following Page



Franklin

W I S C O N S I N

ECONOMIC DEVELOPMENT GUIDE

WELCOME TO FRANKLIN



It is my pleasure to welcome you to the City of Franklin, Wisconsin! Franklin showcases friendly people, vibrant residential neighborhoods, a strong business climate, and a convenient location with access to world-class amenities.

It is no wonder that Franklin consistently ranks among the fastest-growing communities in Wisconsin. All of this makes Franklin a highly desirable community, but we don't stop there. It is our vision to continually enhance the quality of life for present and future generations by providing economic growth through the highest quality of residential, recreational and business development in Southeastern Wisconsin.

Sincerely,
John Nelson, Mayor
City of Franklin

Opening New Businesses



New Residential Developments



Manufacturing Growth



More TID Investments



Expanded Transit Options for Workers



Growing Our Tourism Economy





CHOOSE FRANKLIN

Choose Franklin. We are one of Wisconsin's fastest growing and economically prosperous communities, a growing hub of innovation, commerce, and economic development. Our quality of life is second to none. And we have the workforce, services, infrastructure and incentives you are looking for – with plenty of room to grow with you.

GROWTH

The data does not lie. Be a part of what's next.

LOCATION

Minutes from Milwaukee, central to opportunity.

ROOM TO GROW

Lots of space waiting for your next development.

WORKFORCE

Dedicated talent pool to fit dynamic needs.

PUBLIC INFRASTRUCTURE AND SERVICES

We are ready for your next project.

LOW COSTS

It costs less to do business in Franklin.

INCENTIVES AND COLLABORATION

Let us help you grow in Franklin.

QUALITY OF LIFE

See why Franklin is a great place to live, work, play—and grow.



GROWTH

The data doesn't lie. Become a part of one of the fastest-growing cities in the state – and a community committed to grow responsibly. Our population has increased over 68% since 1990, and more growth is on the horizon. We've embraced a multitude of new businesses and an increasingly thriving economic landscape, as well as industrial growth (adding more than 1.1 million square feet since 2019). Yet throughout this transformative period and as our city continues to evolve, we live by a commitment to sustainable growth.



Photo: Luxe Golf Bays

Residential

20.16% Increase in Assessed Value Since 2010, 1,950 Total Units



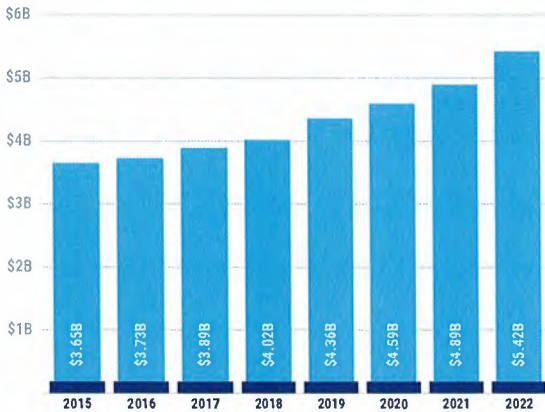
Equike Live Velo Village

Commercial

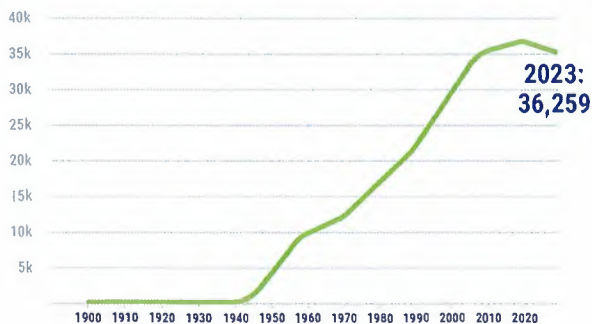
10.89% Increase in Assessed Value Since 2010



Steady Growth in Property Value



Franklin Population Growth



Industrial

10.65% Increase in Assessed Value Since 2010





LOCATION

Conveniently located within the Milwaukee-Chicago-Madison I-94 corridor, Franklin is easily accessible with proximity to major highways and interstates. Situated minutes from Mitchell International Airport (5 miles) and O'Hare International (70 miles), the Port of Milwaukee (10 miles), and passenger rail and bus service at the Milwaukee Multimodal Station (11 miles), you'll have no trouble getting to your next destination with ease. Additionally, we have strong access to freight rail services.

In the Middle of It All



ROOM TO GROW

We have more than enough space for your business to grow. As of 2023, 61% of the city, covering 21 square miles, remains undeveloped, with ample opportunities in our business parks and other parts of the city.

Five Business/Industrial Parks



WORKFORCE

We hear you – you need access to a high-quality, adaptable workforce, and the next generation of talent. We have it. With strong local schools and proximity to 18 universities and technical colleges within a 30-mile radius, our community benefits from a diverse and educated workforce. And we are connected to workers from across the county through public transit and FlexRide Milwaukee, a ridesharing platform that affordably connects City of Milwaukee workers to jobs in Franklin.

Industry Employment Projections Milwaukee County

	2020 Employment	Projected 2030 Employment	Occupational Openings	Percent Change (2020-2030)
Architecture & Engineering	8,320	8,670	630	4.0%
Arts, Design, Entertainment, Sports, & Media	10,380	11,400	1,180	9.8%
Business & Financial Operations	33,300	35,840	3,200	7.6%
Building & Grounds Cleaning & Maintenance	15,210	15,030	1,890	-1.2%
Community & Social Service	11,410	12,030	1,340	5.4%
Computer & Mathematical	14,520	16,380	1,200	12.8%
Construction & Extraction	11,220	12,020	1,230	7.1%
Education, Training, & Library	32,850	34,400	3,040	4.7%
Farming, Fishing, & Forestry	1,860	1,780	260	-4.3%
Food Preparation & Serving Related	42,490	44,460	7,600	4.6%
Healthcare Practitioners & Technical	37,340	38,770	2,100	3.8%
Healthcare Support	13,580	14,140	1,600	4.1%
Installation, Maintenance, & Repair	15,200	15,490	1,480	1.9%
Legal	5,330	5,590	380	4.9%
Life, Physical, & Social Science	2,600	2,790	250	7.3%
Management	31,570	34,560	2,840	9.5%
Office & Administrative Support	72,360	70,340	7,780	-2.8%
Personal Care & Service	38,160	44,990	6,700	17.9%
Production	40,190	37,150	4,070	-7.6%
Protective Service	12,070	11,970	1,350	-0.8%
Sales & Related	42,150	42,040	5,580	-0.3%
Transportation & Material Moving	30,110	31,120	3,830	3.4%
Total All Occupations	522,240	540,960	69,560	3.6%

Source: Milwaukee County 2023 Workforce Profile

Access to the Next Generation of Talent

Community and School Experiential Learning (Franklin HS)



Community Internships, Youth Apprenticeships, and FHS Internships: Franklin High School is a partner in delivering experiential learning opportunities through internships and apprenticeships. Students have the opportunity to engage in tailored experiences within their chosen career fields, where they can gain practical skills and industry insights and build valuable connections. These initiatives collectively form a comprehensive foundation for holistic career development, ensuring students are well-prepared for success in their chosen professions.

Certified Nursing Assistant (CNA) Program, MATC Dual Enrollment Academy, Early College Credit Program (ECCP), and Start College Now (SCN) Initiative:

Students can also explore diverse educational pathways with unique opportunities for skill development and career exploration. The MATC Dual Enrollment Academy covers fields like healthcare, STEM, manufacturing, creative arts, business, and more. The Start College Now initiative allows enrollment in college courses at leading Wisconsin technical colleges, and the Early College Credit Program partners with institutions like Marquette, UW-Milwaukee, UW-Parkside, the Milwaukee School of Engineering and Milwaukee Institute of Art and Design. The high school's CNA program offers a one-course, two-college-credit option.



Community Facts & Data Points



36,816
People
43.4 Median Age



14,015
Households
77% Owner Occupied

Median Home Value

\$280,000

Average Home Value

\$380,896

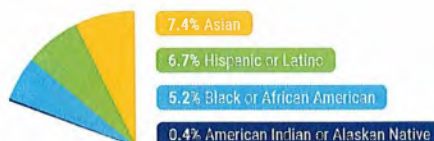
Franklin Median Household Income

\$100,524

Wisconsin Median Household Income

\$70,996

19.7% Diverse Population



2023 Tax Rates (per \$1,000 of assessed value)

City of Franklin: \$4.05
Oak Creek/Franklin Schools: \$8.17
Whitnall Schools: \$8.25
Milwaukee County: \$3.37
Milwaukee Metropolitan Sewerage District: \$1.32
Milwaukee Area Technical College: \$0.86



Equalized Assessed Evaluation in Franklin: \$6,063,973,200

Colleges & Universities Within 30 Minutes of Franklin

Alverno College | Bryant & Stratton College | Carroll University | Herzing University | Marquette University | Medical College of Wisconsin | Mount Mary University | Milwaukee Area Technical College | Milwaukee Institute of Art and Design | Milwaukee School of Engineering | University of Wisconsin - Milwaukee | University of Wisconsin - Parkside | Waukesha County Technical College | Wisconsin Lutheran College

Franklin
Milwaukee County
34.58 sq mi
1048.70 pop/sq mi

Source: U.S. Census Bureau



PUBLIC INFRASTRUCTURE AND SERVICES

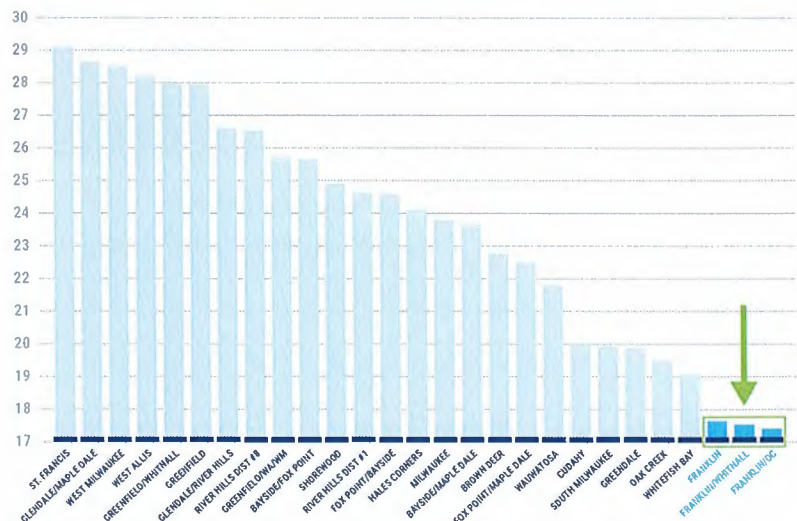
We think regionally and invest locally when it comes to the critical needs of your business. High-quality infrastructure provides you access to public sewer, water, and stormwater conveyance systems throughout the city, all at affordable rates. And our city services – from award-winning, full-time first responders and Public Works to urban planning and economic development teams – are unparalleled. We have the people in place for your next development, and we continue to invest in our services.



LOW COSTS

Simply put, your investment goes further in Franklin. With competitive real estate prices and streamlined operational expenses, businesses can thrive economically while maintaining quality and efficiency. Franklin's cost-effective environment encourages strategic resource allocation, fostering sustainable growth.

Franklin: Lowest Tax Rates in the County
Milwaukee County Property Tax Rates by City/School District



Source: Wisconsin Policy Forum

INCENTIVES AND COLLABORATION

Our seasoned economic development staff is ready to work with you on projects of all sizes, guiding you with industry-specific resources and helping you navigate local, regional and state funding opportunities for your project. We have a successful history of allocating tax incremental financing and other local funds to support your projects.



TIF Districts

Tax incremental financing (TIF) districts help fund infrastructure and facilities development that otherwise wouldn't be possible. The City of Franklin currently has six active TIF districts.



BallPark Commons: Investing in a Franklin Destination



Ballpark Commons is Franklin's top attraction – bringing hundreds of thousands of visitors a year to a growing mixed-use space destination in which to live, work and play. From athletic fields and event venues to apartments and hotels to retail spaces, Ballpark Commons reflects our dedication to developing the city for future generations. And we have lived up to that commitment by providing city funding, including TIF financing, approval of environmental exceptions, facilitation of special use permits, and other support.

Carmex: Helping Our Businesses Grow



Carma Labs, the force behind Carmex, has been an integral part of Franklin since relocating to a new facility in 1976. Now, with city support that could include up to \$1.81 million in tax incremental financing (TIF), they're poised for a major expansion with a new headquarters.

Saputo Cheese: Bringing New Business to Town



Franklin welcomes Saputo Cheese USA Inc., poised to create up to 650 jobs at its expansive new cheese processing facility in the 500-acre Franklin Corporate Park. With a special use permit approved by the Franklin Common Council – as well as TIF support – this \$85 million venture is a testament to Franklin's growth and potential as a business destination, and our desire to work with you to make your next development happen.



Source: Milwaukee Milkmen

QUALITY OF LIFE

In Franklin, we put family first, and we take pride in being a safe and welcoming community to live, work and play. We are one of the top 10 safest cities in the state. The foundations of our community are our high-performing schools, our distinctive neighborhoods, and an abundance of quality recreational and natural spaces. Our nearly 4,000 acres of parks offer botanical gardens, championship golf courses, a world-class nature center, miles of trails and more. Add in professional baseball, a growing local arts scene, unique events, and one of the top youth sports complexes in the country – not to mention Lake Michigan and the amenities and attractions of Milwaukee just a few miles away – and our quality of life is second to none.

Oakwood Park Golf Course



Source: Golf Wisconsin

Enchant Christmas



Source: VISIT Milwaukee

Conservancy for Healing and Heritage



Source: Catholic Herald

Croatian Eagle and Polonia Soccer Clubs



Franklin High School



Ascension Hospital - Franklin



John Regetz
Economic Development Director
Phone: 414-427-7566
Email: JRegetz@franklinwi.gov

SCAN TO LEARN MORE



franklinwi.gov/Business



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute an Agreement With CP2. Inc. for Professional Strategic Planning Services	ITEM NUMBER M. 9.

Annexed hereto are a copy of the above Resolution and a copy of the Agreement with an Attachment therefore.

At its May 5, 2023 meeting, the Common Council directed staff to solicit proposals for professional strategic planning services to the City's Economic Development Commission. The objective of the effort is to create a strategic plan that provides goals and objectives for the EDC to pursue and by which to measure its success.

As directed, the Economic Development Commission (EDC) and staff determined a preferred firm with which to contract, then collaborated with that firm to prepare a contract for consideration by the EDC and Common Council. The contract includes deliverables pertaining to developing a strategic plan for economic development including, facilitation, meetings, publishing, promotion, etc.

At its March 15, 2024 meeting, the EDC recommended Common Council approval of the attached proposal to provide professional strategic planning services from CP2, Inc., for \$19,800. The cost is approximately 51% of the funds available for strategic planning under Other Professional Services in the Economic Development Department's 2024 budget.

It is noted that due to the nature and relatively smaller size of the project and vendor, required liability insurance coverages have been reduced, or eliminated, for the following: General & Commercial (reduced 50%); Contractor's Pollution, Umbrella and Worker's Compensation and Employer's (eliminated).

The Economic Development Director will be present at the meeting to provide information.

COUNCIL ACTION REQUESTED

A Motion to Adopt A Resolution Authorizing Certain Officials to Execute an Agreement With CP2. Inc. for Professional Strategic Planning Services

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH CP2. INC. FOR PROFESSIONAL STRATEGIC PLANNING SERVICES

WHEREAS, the Common Council directed staff to solicit proposals for professional strategic planning services to the City’s Economic Development Commission (EDC), the objective of which is to create a strategic plan that provides goals and objectives for the EDC to pursue and by which to measure its success; and

WHEREAS, Economic Development Commission (EDC) and staff determined a preferred firm with which to contract, then collaborated with that firm to prepare a contract for consideration by the EDC and Common Council. The contract includes deliverables pertaining to developing a strategic plan for economic development including, facilitation, meetings, publishing, promotion, etc.; and

WHEREAS, the EDC recommended Common Council approval of a proposal, attached hereto, from CP2, Inc., to provide professional strategic planning services, for \$19,800.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement to Provide Professional Strategic Planning Services with CP2. Inc., in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk 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 _____, 2023.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

This AGREEMENT made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and CP2 Consulting, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 25 N River Lane, Suite 2531, Geneva, IL 60134.

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 Strategic Planning Services for the Economic Development Commission.

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 Strategic Planning Services for the Economic Development Commission, as described in CONTRACTOR's proposal to CLIENT dated October 11, 2023 annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$19,800], subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a benchmark basis (see p. 7 Attachment A). CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$19,800. For stipulated services rendered, invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. The Economic Development Commission 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, John Regetz, 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>)	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B. Automobile Liability (<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>
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 as of April 5, 2024.

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

CP2 Consulting, Inc.

BY _____

BY _____

PRINT NAME John R. Nelson

PRINT NAME Cory Poris Plasch

TITLE Mayor

TITLE CEO

DATE _____

DATE _____

BY _____

PRINT NAME Danielle Brown

TITLE Director of Finance and Treasurer

DATE _____

BY _____

PRINT NAME: Shirley J. Roberts

TITLE City Clerk

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE _____

ATTACHMENT A

Franklin Economic Development Commission

**Proposal for Comprehensive
Strategic Planning Services**



OCTOBER 2023

Prepared by: CP² Consulting

Strategic Plan Proposal for Franklin Economic Development Commission

October 11, 2023

John Regetz
Director, Economic Development Dept.
9229 W. Loomis Road
Franklin, WI 53132

RE: Comprehensive Strategic Plan Services Proposal

Dear John,

I am pleased to submit our qualifications to assist the Franklin Economic Development Commission (Franklin EDC) with strategic planning services. The following proposal outlines how CP² Consulting can address the following needs:

- Review and modify the organization's mission and long-term vision to set organizational priorities and the Franklin EDC's overall strategic direction;
- Conduct stakeholder engagement activities via varied methods such as focus groups, and online surveys;
- Facilitate strategic planning workshops with the Franklin EDC's Board and key City staff to develop organizational goals that can be measured and monitored;
- Facilitate an implementation strategy to deliver progress reports on organizational goals and initiatives;
- Provide a final summary report of the strategic planning process and outcomes for use by the Commission, City, staff, and broader community.

As the attached proposal reflects, I have considerable experience facilitating strategic planning and stakeholder engagement processes like the one envisioned for Franklin Economic Development Commission. CP² Consulting specializes in serving nonprofit and public sector clients. I will be the lead consultant for this project, and my career has been focused on roles either in local government or nonprofits, including as the former Executive Director of a Chamber of Commerce and working directly with businesses while at the City of DeKalb, IL. I started my career as a 911 dispatcher and have served in several roles, including in the city manager's office, in several communities. My Master of Public Administration (MPA) degree includes a specialization in public leadership and strategic management, and I hold a certification in Strategic Management Performance Systems endorsed by George Washington University and the Baldrige Foundation.

Thank you for the opportunity to provide these services to the Franklin Economic Development Commission.

Sincerely,



Cory Poris Plasch
CP² Consulting, Inc.

Project Approach

Strategic planning, at its core, is establishing a clear direction forward for the organization in alignment with its mission and core values.

The CP² Consulting strategic planning methodology is based upon leading practices in strategic planning, refined and continually updated based upon emerging industry trends and knowledge gained through client engagements. Our methodology is comprehensive and thorough, while remaining flexible enough to meet the specific needs of our clients.

In the following proposal, CP² Consulting recommends a multi-phased, participative format to engage Franklin Economic Development Commission (Franklin EDC), and key City staff as well as broader community members to shape the desired future direction of the Franklin EDC.

Phase 1: Project Launch

This phase involves project start-up activities which include:

1. Project review meetings with key Franklin EDC project staff to confirm scope of work and expected outcomes;
2. Provide an overview of the strategic planning process;
3. Review history and current fit of mission, vision and values of the organization and determine the need for any adjustments;
4. Identify and confirm internal and external stakeholder involvement and the overall environmental scanning process elements; and,

The purpose of this phase is to confirm the overall project scope and intended outcomes, make any necessary refinement to the project plan and budget, and enhance CP²'s understanding of any challenges with previous strategic plans as well as the strategic gains made.

Phase 2: Comprehensive Stakeholder Engagement

Stakeholder engagement is a key component of the strategic planning effort as it allows you to understand your organization from a variety of perspectives. This effort seeks to understand community needs and expectations as well as the needs and expectations of internal stakeholders, who have an “insider view” of the organization

- Internal stakeholders—refers to individuals or groups who are within the organization by virtue of being employed/appointed by the organization. This includes employees or groups at all levels, the governing board, committees, and consistent volunteers.
- External stakeholders—refers to individuals or groups who are outside the organization but are affected by the actions of the organization and the quality of life in the community. These include, but are not limited to: businesses, neighborhoods, residents of all ages, historically marginalized populations, special interest groups, educational facilities including K-12 schools and higher ed, taxing jurisdictions and nonprofits.

Strategic Plan Proposal for Franklin Economic Development Commission

There are several avenues for collecting stakeholder data proposed for this project, which include:

- **Invitational Focus groups**. These groups are facilitated by the consultant with groups identified and invited by the client. Sessions run approximately 90 minutes and consist of 8-12 individuals from each of the selected stakeholder groups. Groups can be either internal or external stakeholders. *For this project, up to three focus groups are recommended, including area business representatives and residents.*
- **Online survey of stakeholders**. These surveys can be targeted to internal or external stakeholder groups, a subsection of internal or external stakeholder groups, and/or the entire community. A semi-custom survey is developed collaboratively between key staff and the consultant. Some written surveys can be made available and manually entered if needed. The survey is administered by the consultant and the raw data is owned by the consultant but upon request will be anonymized and shared with the client. *For this project, an external stakeholder survey is recommended.*

All stakeholder engagement activities include:

- a. Discussion and finalization of methods to be used (e.g., focus groups – number and types, type of survey, etc.).
- c. Facilitation of the process with selected approaches.
- d. Summarization and presentation of thematic results derived from the raw data.

It is the responsibility of Franklin EDC to secure any facilities or meeting rooms as well as coordinate invites needed for stakeholder engagement. Franklin EDC will coordinate with CP² Consulting for room arrangements/set-up, participant list, and refreshments for all workshops and project sessions. The Franklin EDC is responsible for reviewing and securing facilities including technology or equipment, supplies and/or other ancillary logistical items; as well as refreshments and any associated costs.

Phase 3: Understanding the Operating Environment

The introductory step in the strategic planning process is to understand the operating environment. This is accomplished in two ways: (1) an Environmental Scan; and (2) a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis.

- **Conduct Environmental Scan**
An environmental scan is a thoughtful analysis and evaluation of the strategic environment facing the organization. Environmental factors affecting the organization's operative environment should be reviewed, including: financial and economic conditions, demographics, political and intergovernmental relations, community and stakeholder issues, technology changes, environmental sustainability, and the regulatory environment. It is prepared by staff with guidance from the consultant.
- **SWOT Analysis**
A SWOT questionnaire is administered in advance of the strategic planning retreat to all strategic planning participants. This provides a leadership perspective on the current internal and external environments. The SWOT is administered by the consultant to ensure anonymity; candor by participants is encouraged to uncover and understand strategic issues. The data generated is used at the strategic planning retreat.

Phase 4: Strategic Planning Workshops

Strategic Planning Session #1- Review Stakeholder Feedback and Environmental Scan

This session includes the Commission and key City staff and is dedicated to reviewing the results of internal and/or external stakeholder feedback and the environmental scan. The consultant will present focus group and survey results (if applicable); staff presents the environmental scan. The session concludes with a facilitated discussion amongst the session participants regarding issues raised.

Strategic Planning Session #2A – Facilitate Strategic Discussion, Mission, and Vision Review, and Strategic Goal Development

This session includes the Commission and key City staff and focuses on reviewing or confirming organizational purpose, examining the operating environment, and establishing strategic goals. The current mission, vision, and values will be reviewed, and updated as appropriate. A facilitated process is held to generate a list of organizational challenges and a resulting set of strategic goals. The group's effort will be informed by the results of the information generated by the scan, profile, and results of the SWOT questionnaire. (This session is generally 3-4 hours and is held in the morning)

Strategic Planning Session #2B –Establish Outcomes, Key Indicators, Targets

This session includes the Commission and key City staff and is dedicated to defining a set of outcomes, key performance indicators, and targets to measure progress towards the strategic goals established in Session #2A. Measures are established with the priority of establishing clear alignment between all measures, resulting in coordination throughout the organization. (This session is typically combined with Session #2A and is held in the afternoon)

Phase 5: Implementation Strategy and Plan

Achieving strategic goals can be a challenge unless deadlines and accountability measures are put into place. As a result, many strategic plans that are initiated are never fully realized. CP² Consulting in collaboration with Franklin EDC, will focus on ensuring full adoption and implementation of the plan including an implementation strategy to guide the organization forward over the next 3-5 years.

Strategic Plan Implementation Session —Develop Strategic Initiatives/Project Plans

This session focuses on cascading the strategic plan through the development of initiatives and project plans. Project plans will be developed to include milestones to measure progress on initiatives, providing accountability. Options to manage the Strategic Plan progress, including internal tracking or using external software, will be determined with the leadership team. A Strategic Plan Final Report will be submitted to the Economic Development Director once Initiatives are established.

Project Timeline

The strategic planning meeting activities and workshops will be held on dates that are mutually convenient for both the Franklin EDC’s participants and CP² Consulting. The anticipated start for the project will be December 2023. The completion date will be dependent on the timing and sequence of the various planning components and leadership workshops. The following is an estimated timeline for the recommended multi-phased approach:

Sample Project Plan*

Project Initiation	December 1 st	Project planning, with key staff including survey development
Development of Environmental Scan, Organizational Profile	December 15 th - January 31 st	Environmental Scan, Organizational Profile
Stakeholder Engagement	January 3 rd - January 31 st	Stakeholder Engagement including surveys and focus groups
Data review, preparation	February 1 st - February 11 th	Synthesis of stakeholder data
Strategic Planning Session #1-	February 12 th	Review Stakeholder Feedback, Environmental Scan, Organizational Profile
Internal SWOT	February 13 th - February 23 rd	Internal SWOT Survey of Board and staff leadership
Strategic Planning Sessions #2 and #3	February 27 th	Strategic planning sessions including review and updating of mission, vision, and values as appropriate
Strategy implementation Session #1	March 7 th	Management & staff sessions Initiatives, action plans, performance management
Summary Report including Executive Summary	March 15 th	Report submitted for client review

**Dates to be confirmed after initial project meeting between the Franklin EDC project staff and CP² Consulting*

Budget

Breakdown of Costs

The fee for this project (not including stakeholder engagement) is:	\$15,500
Stakeholder Engagement Options:	
Focus groups (one day of focus groups with up to 3 groups total recommended)	\$1,800/day
Semi-Custom External Stakeholder Survey	\$2500
Total	<u>\$19,800</u>

Payments shall occur according to the following schedule:

1. Twenty-five percent (25%), upon execution of this agreement.
2. Twenty-five percent (25%) upon completion of stakeholder engagement
3. Twenty-five percent (25%) upon completion of strategic planning sessions
4. Twenty-five percent (25%) upon submittal of final report
5. Payments shall be made upon receipt of an itemized invoice.
6. Travel costs are included in this proposal for services as proposed (two on-site sessions and one day of focus groups).

If this proposal is acceptable, please sign below and return one copy to Cory Poris Plasch at cory@cp2consulting.net



Cory Poris Plasch

Date

Approval:

Franklin Economic Development Commission/City of Franklin WI Date

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 3, 2024
Reports & Recommendations	An Ordinance to Amend Municipal Code 207-15 (i) To Defer Up to Twenty-Six Special Assessments for Water Lines Constructed for a Water Tower to Serve the City of Franklin	ITEM NO. Ald. Dist. 2 M.10.

BACKGROUND

There is a desire to not assess properties for a watermain that is installed to serve the new tower on S. Lovers Lane Road. The Common Council passed a similar ordinance on June 27, 2023 and the project has been expanded to pass by other parcels.

ANALYSIS

Below is how a municipal code 207-15 (i) was adopted in 2023. The proposed ordinance changes the parcels from ten to twenty-six.

*207-15 (i) A deferment of the principal and interest of a special assessment until such time as the subject benefitted property is connected to the subject public water facility or subdivided into two or more parcels, or such earlier specified date or occurrence as may be specified by the Common Council, where the Common Council determines it appropriate and reasonable under the circumstances of a public project undertaken to develop and provide , a water tower serving the City of Franklin other than the specific provision of the public facility improvement(s) for the special benefit of the subject property, though which special benefit is nonetheless a resultant thereof, provided that the limited and determinable area to be specially assessed for the project is very small (no more than ~~ten~~ **twenty-six** parcels of record as of the date of the adoption of the preliminary resolution, in relation to the area of general benefit to be served*

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

OPTIONS

Adopt the ordinance as presented or other direction to staff.

FISCAL NOTE

The project is making use of excess American Rescue Plan Act (ARPA) funds so that the net cost to the City is negligible.

RECOMMENDATION

Motion to adopt Ordinance No. 2024- _____ an Ordinance to Amend municipal code 207-15 (i) to defer up to twenty-six special assessments for water lines constructed for a water tower to serve the City of Franklin.

Engineering: GEM

ORDINANCE NO. 2024-_____

AN ORDINANCE TO MODIFY SECTION 207-15K.(2)(i) OF THE FRANKLIN
MUNICIPAL CODE TO DEFER UP TO TWENTY-SIX SPECIAL ASSESSMENTS
FOR WATER LINES CONSTRUCTED FOR A
WATER TOWER TO SERVE THE CITY OF FRANKLIN

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

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

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

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

SECTION 1: Section 207-15K.(2)(i) of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows [*note deletions appear in strike-through text, additions appear in double-underlined text*]

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

nonetheless a resultant thereof, provided that the limited and determinable area to be specially assessed for the project is very small

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 3, 2024
REPORTS & RECOMMENDATIONS	A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Granted by Section 207-15 of the Municipal Code, and Section 66.0701 of the State Statutes and Establish a Public Hearing Date for the Cost of a Watermain on S. Lovers Lane Road from W. St. Martins Road to 7910 S. Lovers Lane Road	ITEM NO. Ald Dist. 2 D.11.

BACKGROUND

On March 19, 2024, Common Council discussed a watermain project on S. Lovers Lane (item G.18) aka “the southern section of watermain” and part of the motion was to “*Direct Staff to return with an ordinance allowing a fair and equitable redistributed assessment for properties along the north and south watermain sections.*” The redistribution of assessments is in reference to using the excess American Rescue Plan Act (ARPA) funds that are being used to fund the southern watermain section.

A proposed ordinance would modify Ordinance No. 2023-2541 adopted on June 27, 2023 (item G.7) “An ordinance to create section 207-15K.(2)(i) of the Franklin Municipal Code pertaining to deferment of payment of special assessments.” Furthermore, on June 27, 2023 (item G.8) the Common Council directed Staff to “*prepare engineer’s report and return with a preliminary resolution for special assessment*” for the “northern section of watermain.”

This Council Action addresses the Preliminary Resolution for a Special Assessment. The Engineer’s report will be completed after the southern section is under construction. Substantial completed expected by August 30, 2024.

The northern section of watermain and the elevated storage tank are under construction as Contract A and Contract B, respectively. The southern section of watermain will be advertised and constructed as Contract C.

ANALYSIS

Although the engineer’s report won’t be completed until the projects are bid and mostly constructed (to account for construction change orders), a spreadsheet has been constructed for consideration. The entirety of affected parcels for the northern and southern sections of watermain (from W. St. Martins Road to 7910 S. 100th Street) totals 39 parcels. Four of the 39 parcels are owned by the City of Franklin that is anticipated to be combined into one parcel, bringing the total number of parcels adjacent to the watermain to 36.

Of the 36 parcels, only 23 are subject to assessment (highlighted yellow) for the watermain as the rest are: 1) have existing access to another watermain, or 2) unbuildable because of natural wetland features, lot configuration, etc. All parcels could choose to be assessed for a water service if they should choose to have a service installed at the time of construction. Note that the window for the northern section (parcels 1-18) has elapsed and none of those parcels have chosen to connect at this time.

Parcel #	Address	Owner	Tax Key No.
1	N/A	State of Wisconsin	801 9979 000
2	7911 S 100th St	Alejandro A Cuevas	800 9971 000
3	N/A	Alfahel Nabil	801 9980 000
4	N/A	Mackenzie Square Condos LLC	800 9972 008
5	7970 S 100th St	Classic Realty of West Allis	801 9981 002
6	7973 S 100th St	B Boys Properties LLC	800 9973 000
7	7977 S 100th St	B Boys Properties LLC	800 9974 000
8	8041 S 100th St	John & Marylyn Kaishian	800 9975 000

9	8050 S 100th St	Tri County Baptist Church	801 9981 001
10	8052 S 100th St	Carl E. Buckner	801 9982 000
11	8054 S 100th St	Laurence Hendrickson	801 9983 000
12	8081 S 100th St	Donald L & Paula Awe	800 9976 000
13	N/A	City of Franklin	801 9985 000
14	N/A	City of Franklin	801 9984 000
15	8120 S Lovers Lane Rd	City of Franklin	801 9986 000
16	8135 S 100th St	Mundo Landscaping LLC	800 9977 000
17	N/A	City of Franklin	801 9987 000
18	8171/8173 S 100th St	Douglas & Carrie Clark	800 9978 000
19	8209/8211 S 100th St	James A Schabowski	800 9979 001
20	8210 S 100th St	James M Mudlaff & Amy L Stewart	801 9988 003
21	8230 S 100th St	Larry H Mueller	801 9989 001
22	8231/8233 S 100th St	Charlotte E Sauer	800 9979 002
23	8252 S 100th St	Loomis Meadow LLC	801 9990 000
24	8261 S 100th St	Richard & Maureen Pankowski	800 9980 001
25	N/A	8252 S 100th Street LLC	840 9977 009
26	N/A	John O'Malley	840 9977 001
27	8307/8309 S 100th St	Freedom Capital LLC, A Wisconsin Limited Liability Company	841 0018 000
28	8310 S 100th St	Allen Lembach	840 9978 000
29	8310 S 100th St	Allen Lembach	840 9979 000
30	8321 S 100th St	Gabriel Rivera & Marjorie Y Mendoza	841 0019 000
31	8333 S 100th St	Lloyd A, Kristin A Hoeper	841 0020 000
32	8360 S 100th St	Franklin Four LLC	840 9980 000
33	8373 S 100th St	Edward Struebing & Amanda A Queen	841 0022 001
34	N/A	Edward Struebing & Amanda Queen	841 0021 000
35	8380/8376 S 100th St	SKIFF, ADAM	840 9981 000
36	8423 S 100th St	Todd Watson	841 0025 001
37	N/A	Loomis Top LLC	840 9982 003
38	10010 W St Martins Rd	Margaret Kawczynski	841-0001-000
39		Goldfinger LLC	840 9984 000

The 23 highlighted parcels reflect 4,917.06 feet of assessable frontage. Note that parcels have a minimum assessable frontage of 100 feet.

Ordinance No. 2023-2541 allowed for the indefinite deferment until the parcel connects to the watermain or is subdivided into two or more parcels. A new ordinance will propose to modify the same section of the municipal code to allow for this same deferment. This will be discussed in detail in another council action on this agenda.

To use the \$1,000,000 ARPA funds, Staff is proposing a methodology similar to what is being employed with the DPW utility project (ARPA funding) and the Loomis Pathway project (Park Impact Fee funding). The philosophy of using the ARPA funds on this project is proposed to be as follows:

1. Total the construction costs for both sections of the watermain (Contracts A & C) for the total project costs.
2. Divide the total project costs by the assessable frontage (4,917.06 feet) to determine the assessable \$/LF costs and assign to each parcel.
3. Use ARPA funds to pay for the City's assessment (764.25 feet).
4. Take the remainder of the ARPA funds left over after the City's assessment is paid and deduct from the balance to be assessed to the other 22 parcels for the mandatory watermain assessments then divide by the remaining 4,152.81 feet to determine the new assessable \$/LF costs to assign each of the remaining 22 parcels.
5. None of the ARPA funds would be used to pay for optional installation of services for any of the 39 parcels.
6. Note that the above numbers are subject to adjustments when a detailed engineer's report is prepared.

Once the above philosophy is employed with known construction costs, Staff can complete the engineer's report and conduct the public hearing for the special assessment. Mid-August 2024 is an appropriate target.

OPTIONS

Direct Staff to proceed with the philosophy of the use of \$1,000,000 ARPA funds as described herein or other direction to Staff

FISCAL NOTE

The remaining ARPA funds of roughly \$2 million need to be encumbered by December 31, 2024 and spent by December 31, 2026. If not, any remaining funds will have to be paid back to the US Treasury. Future budget amendments may be needed based on the outcome of spending. It is anticipated that the entirety of this project can be constructed by the end of 2024.

The more exact fiscal impact to the City budget can be outlined when the engineer's report is prepared.

A budget amendment is still needed for this unplanned project.

RECOMMENDATIONS

Adopt Resolution 2024-_____ a preliminary resolution declaring intent to exercise special assessment powers granted by section 207-15 of the Municipal Code, and section 66.0701 of the State Statutes [*on September 3, 2024*] and establish a Public Hearing date [*on August 20, 2024*] for the cost of a watermain on S. Lovers Lane Road from W. St. Martins Road to 7910 S. Lovers Lane Road.

And direct Staff to send a letter to owners of all 39 parcels to provide an update on this project and a change in the ordinance and the effects on the owners.

Engineering - GEM

RESOLUTION NO. 2024 -

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE
SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15 OF THE
MUNICIPAL CODE, AND SECTION 66.0701 OF THE STATE STATUTES AND
ESTABLISH A PUBLIC HEARING DATE FOR THE COST OF A
WATERMAIN ON S. LOVERS LANE ROAD FROM
W. ST. MARTINS ROAD TO 7910 S. LOVERS LANE ROAD

WHEREAS, pursuant to Section 207-15 of the Municipal Code of the City of Franklin, Wisconsin, and Section 66.0701 of the State Statutes, the Common Council has been granted the authority to exercise special assessment powers for public improvements within its jurisdiction; and

WHEREAS, there exists a need for the establishment of a watermain along S. Lovers Lane from W. St. Martins Road to 7910 S. Lovers Lane Road to serve a new elevated water storage tower at 8120 S. Lovers Lane; and

WHEREAS, the Common Council recognizes the importance of public infrastructure improvements to the overall well-being and development of the community.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin:

1. The Common Council declares its intent to exercise police powers granted to it by law and a judge that it is necessary for the health, safety and welfare of the public and affected property owners that a public work of improvement be made for the cost of a watermain from W. St. Martins Road to 7910 S. Lovers Lane Road.
2. The assessment to be for the cost of a watermain and related work necessary for the watermain, including but not limited to, pipe, valves, fittings, hydrants, excavation and backfill.
3. The Common Council in this process exercises its power to levy special assessments under its police power as authorized in Section 207-15 of the Municipal Code and Section 66.0701 of the Wisconsin Statutes.
4. The Common Council further declares that a public hearing be held on _____ to consider this project and its funding.
5. The Common Council further declares that the amount assessed against any property for this improvement shall be upon a reasonable basis as determined by the Common Council.
6. That the City Engineer and/or his authorized representative is directed to prepare the report as described in Section 207-15.E. of the Municipal Code for the installation of a watermain from W. St. Martins Road to 7910 S. Lovers Lane Road.

7. Upon completion of such report the City Engineer and/or his authorized representative is directed to file a copy thereof in the Office of the City Clerk for public inspection.
8. That the City Clerk is directed to schedule and give notice of a Public Hearing to be conducted by the Mayor and Common Council in accordance with the provisions of Section 207-15.I. of the Municipal Code.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the ARPA Fund to Re-Appropriate the Transfer of \$18,100 from the Capital Improvement Fund to the Water Utility Fund	ITEM NUMBER M.12.

BACKGROUND

The City of Franklin was awarded \$3,748,286 in American Rescue Plan (ARPA) Fund monies from the pandemic. The Common Council had approved two projects for use of the ARPA funds. One project was the fiber optic network project and the other project was a city-wide new phone system project. In most recent meetings, the Common Council has approved Water Utility, Sewer Utility and Building Improvement Projects for the remaining use of the ARPA Funds.

On March 19, 2024, the Common Council authorized a resolution to authorize the use of excess ARPA Funds for the design of a water main from W. St. Martins Road to 8120 S. Lovers Lane in the amount of \$18,100.00.

FISCAL NOTE

Authorize or deny the budget amendment. The approval of this budget amendment leaves a lower allowable amount of unallocated ARPA funding to be used for the building improvements project with Johnson Controls.

The GL Numbers for the budget amendment are as follows:

14-0000-5597	Transfer to Capital Improvement – Fund 46	Decrease	\$18,100
14-0000-5595	Transfer to Water Utility – Fund 65	Increase	\$18,100

A future budget amendment will need to be authorized by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2024-_____, an Ordinance Adopting the 2024 Annual Budget for the ARPA Fund to Re-Appropriate the Transfer of \$18,100 from the Capital Improvement Fund to the Water Utility Fund

Roll Call Vote Required.

Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE ARPA FUND TO RE-APPROPRIATE THE TRANSFER OF \$18,100 FROM THE CAPITAL IMPROVEMENT FUND TO THE WATER UTILITY FUND

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget did not appropriate the remaining ARPA funds to any specific project as it was unknown at the time of the 2024 budget adoption; and

WHEREAS, a budget amendment is needed to re-appropriate funds to the Water Utility Fund totaling \$18,100 that the ARPA Fund anticipated transferring to the Capital Improvement Fund; and

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

Section 1 That the 2024 ARPA Fund Budget be amended as follows:

ARPA Fund

0000	Transfer to Capital Improvement – Fund 46	Decrease	\$18,100
0000	Transfer to Water Utility Fund – Fund 65	Increase	\$18,100

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

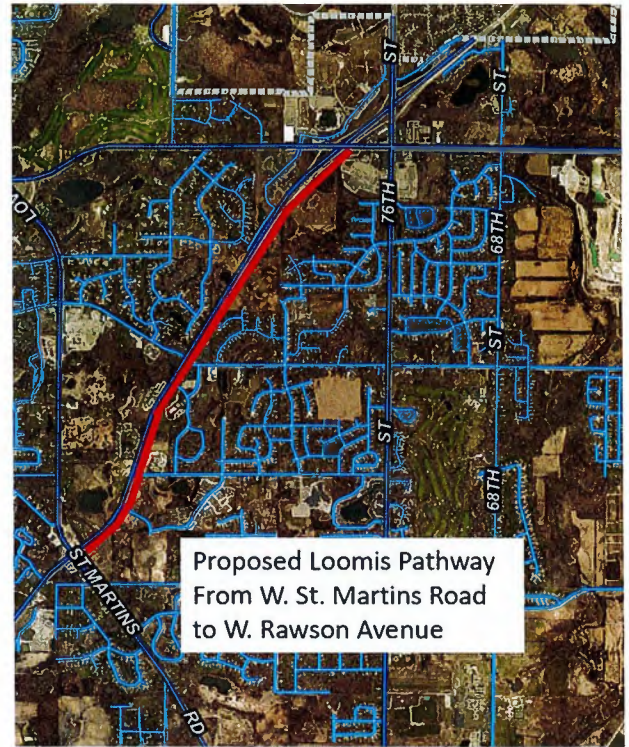
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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 3, 2024
Reports & Recommendations	<p align="center">A Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Granted by Section 207-15 of the Municipal Code, and Section 66.0701 of the State Statutes and Establish a Public Hearing Date for the Cost of a Pathway on W. Loomis Road (STH 36) from W. St. Martins Road (STH 100) to W. Rawson Avenue (CTH BB)</p>	<p align="center">ITEM NO. Ald. Dist. 2</p> <p align="right">M. 13.</p>

BACKGROUND

The Wisconsin Department of Transportation (WisDOT) plans a significant overlay for W. Loomis Road (STH 36), project ID 2240-00-08/2240-00-78. This project is expected to be completed in 2024.

This project was discussed at the April 6, July 21, and October 6, and November 7, 2023 Common Council meetings. A Memorandum of Understanding and a State Municipal Maintenance Agreement were executed with the expectation that the City's portion of expenses for a 5-foot sidewalk would be approximately \$466,000. A July 27, 2020, non-participating letter was sent to WisDOT asking that a 6-foot wide concrete path be installed for a delivered cost of approximately \$500,000. On November 7, 2023, Common Council discussed an updated cost estimate of \$1,067,000. Staff was just advised that the actual bid from Zignego Company, Inc. was received and Franklin's portion is \$647,550.65. the City will start receiving invoices as WisDOT pays Zignego.



This pathway along the east/south side of W. Loomis Road is a necessary section of the City to get pedestrians from the planned St. Martins pathway to the Ball Park Commons area on W. Rawson Avenue. This path would serve pedestrian traffic to the Post Office, Police Department / Municipal Court, City Hall, Library, retirement communities, and other proposed commercial developments.

At the November 7, 2023 meeting, the Common Council directed Staff to conduct a neighborhood meeting and prepare a public hearing for assessment of the pathway. With the assistance of Alderwoman Eichmann, the meeting was held at the Franklin Public Library on January 11, 2024 and was sparsely attended. All properties fronting W. Loomis Road, each side, from W. St. Martins Road to W. Rawson Avenue was mailed an invitation.

Similar to a recent decision to assess a pathway along S. 27th Street, properties along W. Loomis Road could also be assessed. Municipal Code §207-15 discusses Special Assessments and *“the cost of installing or constructing any public work or improvement by the City may be charged under this section **in whole or in part** to the property benefited by such work or improvement, and the City Council may make an assessment against such benefited property in the manner provided herein.”* Additionally, Subsection K.(2)(e) discusses deferments for sidewalks in that *“a deferment of the principal and interest of a special assessment for the installation of sidewalks is hereby authorized only as to lands abutting such improvements which at the time of the levy of such special assessment are zoned single-family or two-family residential under Zoning Ordinance No. 221 of Franklin, Wisconsin, as amended from time to time, and such deferred assessment shall remain deferred until any date upon which the property is rezoned so as to allow for a multifamily residential, business, institutional or industrial use.”*

ANALYSIS

Staff did a thorough evaluation of property widths by looking at the legal descriptions for each property, when possible. A few parcels existed before the formation of W. Loomis Road and distances were estimated with the best available information.

Also, Staff took a closer look at 7545 W. Loomis (Landmark Credit Union) and has removed this property from assessment roll as it could be argued that this property is not really a corner lot but really fronts W. Rawson Avenue and has a sidewalk along W. Rawson Avenue. These efforts adjusted the assessable frontage from 11,844.63 feet to 11,642.59 feet. The assessment roll now stands at 29 parcels.



Assuming that the City desires to use Park Impact Fees to pay for the assessment for all of the City parcels and distribute the remaining Park Impact Fees to the other parcels, the pertinent numbers are shown below:

\$647,550.65	Franklin's portion of project cost
11,642.59 feet	Total assessment length for 30 affected parcels (does not include right-of-way at crossing streets).
\$ 55.62	Assessment Rate if no impact fees were assigned
2,241.80 feet	Total assessment length for 4 City owned parcels
\$124,686.95	Assessment for City owned parcels
\$401,481.40	Park Impact Fees (62%) to be used on the project
\$124,686.95	City Parcel Assessments
\$276,794.45	Park Impact Fees for remainder of parcels
\$246,069.25	Costs to be distributed amongst non-city parcels
9,400.79 feet	Assessment length of non-city parcels
\$ 26.18	Assessment Rate after using impact fees
11	Parcels zoned R6 (residential)
5099.16 feet	Assessment length for R6 parcels
\$133,472.45	Assessment for R6 parcels (indefinite deferment)
\$112,596.80	Assessment Bills to be sent in 2024 (14 parcels)
5	Anticipated deferments ending in near future
\$116,520.23	Anticipated deferments ending in near future
\$ 16,952.22	Ultimate anticipated R6 deferments (6 parcels)

It is requested that the Common Council establish a public hearing later this summer and after hearing the public and given necessary discussion would adopt a final resolution for special assessment of cost of a pathway on W. Loomis Road (STH 36) from W. St. Martins Road (STH 100) to W. Rawson Avenue (CTH BB).

A full spreadsheet of the calculations for all 29 parcels is attached. The green cells are City of Franklin owned, the orange cells are the R6-zoned parcels, and the yellow cells are the R6-zoned parcels that Staff estimates will be rezoned in the near future to a non-single/double family residential property. These parcels are also shown on the overall parcel map with the corresponding colors.

OPTIONS

- A. Adopt the preliminary resolution for a hearing and a follow-up final resolution for the special assessment based on the methodology above.
 - a. Select both hearing and final resolution to appear on different dates (perhaps August 6, 2024 and August 20, 2024 respectively); or
 - b. Select both hearing and final resolution to appear on the same date (perhaps August 20, 2024)
- B. Other direction to Staff concerning the methodology of anticipated assessment and use of Park Impact Fees.

FISCAL NOTE

The 2024 adopted budget anticipated \$466,000 (the budget was adopted before the WisDOT estimate of \$1,067,000) in the Fund 46. A budget amendment is needed for the additional \$181,550.65. The School Traffic Light (\$250,000 minus \$43,500 design) or Fire Station # 4 Design (\$355,000 budget with \$266,250 from borrowing) are possible considerations for budget transfers.

This project is expected to add \$401,481.40 to the needed expenditures for the Park Impact Fee calculations.

RECOMMENDATION

(Option A.a) Adopt Resolution 2024-_____ a preliminary resolution declaring intent to exercise Special Assessment Powers Granted by Section 207-15 of the Municipal Code, and Section 66.0701 of the State Statutes [*on August 20, 2024*] and establish a Public Hearing Date [*on August 6, 2024*] for the Cost of a Pathway on W. Loomis Road (STH 36) from W. St. Martins Road (STH 100) to W. Rawson Avenue (CTH BB).

And direct Staff to return with a budget amendment for this project taking funds from the _____ project.

Engineering Department: GEM

RESOLUTION NO. 2024 -

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE
SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15 OF THE
MUNICIPAL CODE, AND SECTION 66.0701 OF THE STATE STATUTES AND
ESTABLISH A PUBLIC HEARING DATE FOR THE COST OF A PATHWAY ON
W. LOOMIS ROAD (STH 36) FROM W. ST. MARTINS ROAD (STH 100)
TO W. RAWSON AVENUE (CTH BB)

WHEREAS, pursuant to Section 207-15 of the Municipal Code of the City of Franklin, Wisconsin, and Section 66.0701 of the State Statutes, the Common Council has been granted the authority to exercise special assessment powers for public improvements within its jurisdiction; and

WHEREAS, there exists a need for the establishment of a pathway along W. Loomis Road (STH 36) from W. St. Martins Road (STH 100) to W. Rawson Avenue (CTH BB) in Franklin, Wisconsin, to enhance pedestrian safety and accessibility; and

WHEREAS, the Common Council recognizes the importance of public infrastructure improvements to the overall well-being and development of the community.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin.

1. The Common Council declares its intent to exercise police powers granted to it by law and a judge that it is necessary for the health, safety and welfare of the public and affected property owners that a public work of improvement be made for the cost of a pathway to be constructed by Wisconsin Department of Transportation (WisDOT) as part of a WisDOT project.
2. The assessment to be for the cost of a pathway and related work necessary for the pathway, including, but not limited to, grading, fill, aggregate, ADA ramps, and concrete.
3. The Common Council in this process exercises its power to levy special assessments under its police power as authorized in Section 207-15 of the Municipal Code and Section 66.0701 of the Wisconsin Statutes.
4. The Common Council further declares that a public hearing be held on _____ to consider this project and its funding.
5. The Common Council further declares that the amount assessed against any property for this improvement shall be upon a reasonable basis as determined by the Common Council.
6. That the City Engineer and/or his authorized representative is directed to prepare the report as described in Section 207-15.E. of the Municipal Code for the

installation of a pathway along the south/east side of W. Loomis Road from W. St. Martins to W. Rawson Avenue.

7. Upon completion of such report the City Engineer and/or his authorized representative is directed to file a copy thereof in the Office of the City Clerk for public inspection.
8. That the City Clerk is directed to schedule and give notice of a Public Hearing to be conducted by the Mayor and Common Council in accordance with the provisions of Section 207-15.I. of the Municipal Code.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.

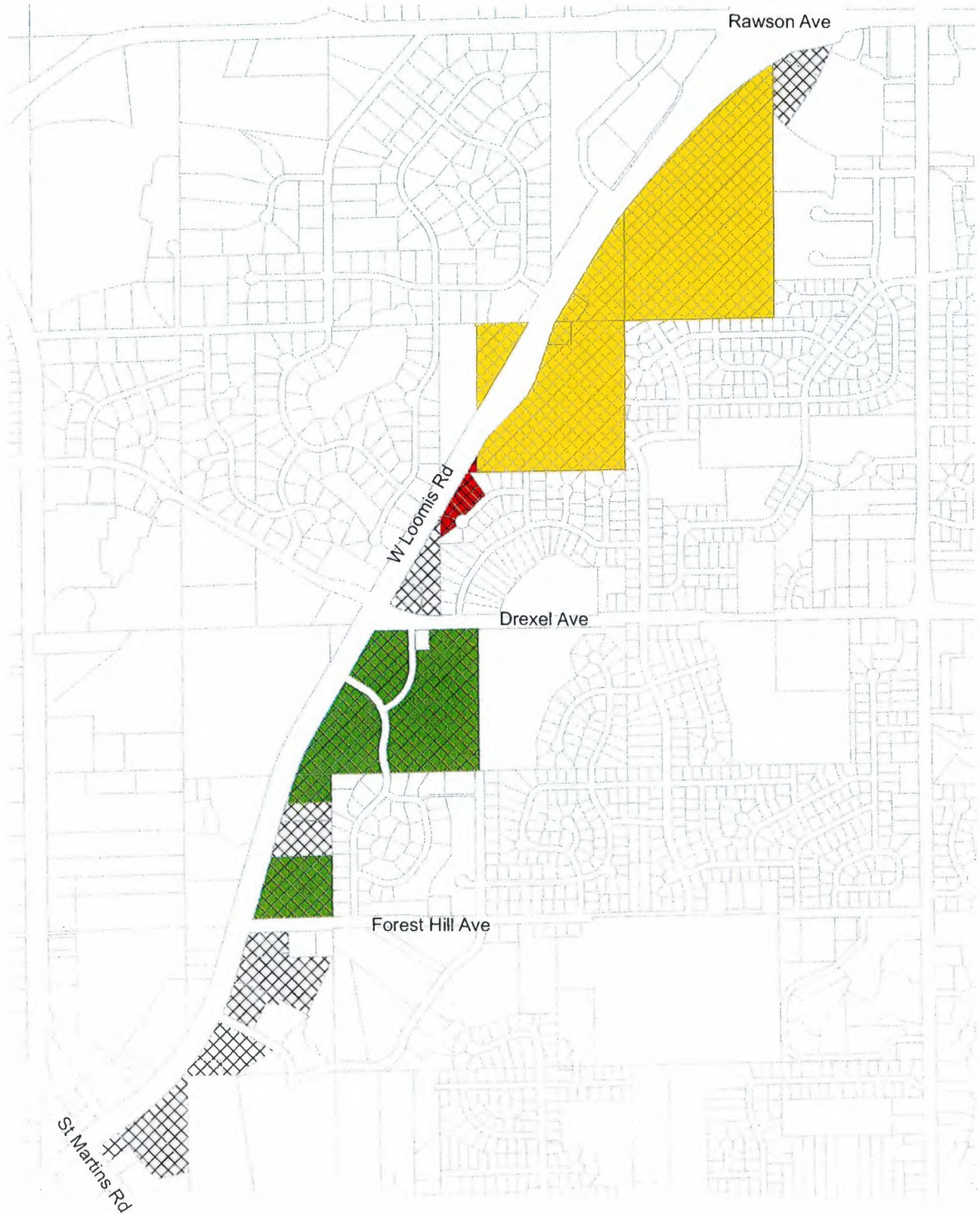
APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



Proposed Loomis Pathway Assessment 2024



Proposed Loomis Pathway Assessment

4/3/2024

Address	Tax Key	Owner	Zoning	Distance	Assessments Not Using Park Impact Fees	Assessment Using Park Impact Fees	2024 Deferment	Probable Deferment Changes
8820 W WHISPERING OAKS CT	793 0074 000	ANDRESEN, RANDY J & ANDRESEN, USA ↑	R6	88.46	\$ 4,920.07	\$ 2,315.47	\$ 2,315.47	
9535 W LOOMIS RD	840 9971 015	BRENWOOD PARK HEALTH HOLDINGS LI	PDD21	306.08	\$ 17,023.90	\$ 8,011.76	\$ -	
8802 W WHISPERING OAKS CT	793 0075 000	CRESSWELL MARILYN R FAMILY TRUST (T	R6	98.89	\$ 5,500.18	\$ 2,588.48	\$ 2,588.48	
9821 W LOOMIS RD	840 9994 001	CROSSROADS AT FRANKLIN LLC	PDD36	232.18	\$ 12,913.65	\$ 6,077.40	\$ -	
9745 W LOOMIS RD	840 9997 002	CROSSROADS AT FRANKLIN LLC	PDD36	298.48	\$ 16,601.20	\$ 7,812.83	\$ -	
9661 W LOOMIS RD	840 9997 003	CROSSROADS AT FRANKLIN LLC	PDD36	539.47	\$ 30,004.85	\$ 14,120.83	\$ -	
8836 W WHISPERING OAKS CT	793 0073 000	DONOHOO, ROBERT D & DONOHOO, DIA	R6	90	\$ 5,005.72	\$ 2,355.78	\$ 2,355.78	
9455 W LOOMIS RD	801 9999 001	FRANKLIN CITY OF	I1	574.62	\$ 31,959.86	\$ -	\$ -	
9331 W LOOMIS RD	801 9994 000	FRANKLIN CITY OF	B6	262.88	\$ 14,621.16	\$ -	\$ -	
8032 S LEGEND DR	802 9995 001	FRANKLIN CITY OF	I1	948.5	\$ 52,754.74	\$ -	\$ -	
8032 S LEGEND DR	802 9995 001	FRANKLIN CITY OF	I1	455.8	\$ 25,351.20	\$ -	\$ -	
7199 S 76TH ST	755 1002 000	FRANKLIN STATION LLC (A DE LLC)	PDD 16	75.65	\$ 4,207.59	\$ 1,980.17	\$ -	
9000 W DREXEL AVE	793 9998 008	MITCHELL SAVINGS BANK SA	B6	244.46	\$ 13,596.65	\$ 6,398.83	\$ -	
7181 S 76TH ST	755 1001 000	NICOLE DEL CARPIO PROPERTIES, LLC	PDD 16	491.37	\$ 27,329.57	\$ 12,861.80	\$ -	
0 W LOOMIS RD	801 9996 000	NITZ, DELORES-REVOCABLE TRUST	B6	330.6	\$ 18,387.68	\$ 8,653.58	\$ -	
9371 W LOOMIS RD	801 9995 000	NITZ, DELORES-REVOCABLE TRUST	B6	165.6	\$ 9,210.53	\$ 4,334.64	\$ -	
8301 W OLD LOOMIS RD	755 9997 000	RAWSON-LOOMIS LLC	R6	1872.1	\$ 104,124.56	\$ 49,002.93	\$ 49,002.93	\$ 49,002.93
8910 W DREXEL AVE	793 9998 007	SASS REALTY A WI PRTNRSHP	B6	646.38	\$ 35,951.09	\$ 16,919.24	\$ -	
0 W LOOMIS RD	793 0078 000	SHERER, SCOTT & SHERER, CARON	R6	184.85	\$ 10,281.19	\$ 4,838.52	\$ 4,838.52	
8864 W WHISPERING OAKS CT	793 0071 000	TILLMAN, SUE A - LIVING TRUST	R6	35.44	\$ 1,971.14	\$ 927.66	\$ 927.66	
9575 W BRENWOOD PARK DR	840 9971 003	UNITED STATES POSTAL SERVICE	PDD21	408.02	\$ 22,693.71	\$ 10,680.08	\$ -	
8661 W LOOMIS RD	793 9995 000	VASQUEZ, IGNACIO	R6	1187.7	\$ 66,058.83	\$ 31,088.50	\$ 31,088.50	\$ 31,088.50
8621 W LOOMIS RD	793 9996 000	WERRA, BONNIE BEE	R6	215.8	\$ 12,002.61	\$ 5,648.65	\$ 5,648.65	\$ 5,648.65
9501 W LOOMIS RD	840 9971 007	WHPC-BRENWOOD PARK-FRANKLIN, LLC	PDD21	202.21	\$ 11,246.74	\$ 5,292.92	\$ -	
9501 W LOOMIS RD	840 9971 008	WHPC-BRENWOOD PARK-FRANKLIN, LLC	PDD21	251.68	\$ 13,998.22	\$ 6,587.82	\$ -	
0 W LOOMIS RD	754 9999 002	WOLDANSKI, JOSEPH T & ANN T - REV TR	R6	875.92	\$ 48,717.90	\$ 22,927.54	\$ 22,927.54	\$ 22,927.54
8495 W LOOMIS RD	754 9999 001	WOLDANSKI, SUSAN L	R6	300	\$ 16,685.74	\$ 7,852.61	\$ 7,852.61	\$ 7,852.61
8850 W WHISPERING OAKS CT	793 0072 000	YEKO, PETER R & STENICKA, JENNIFER A	R6	150	\$ 8,342.87	\$ 3,926.31	\$ 3,926.31	
9609 W LOOMIS RD	840 9972 000	ZIDAR, TONY L JR - REV LIV TRUST 2019	B4	109.45	\$ 6,087.51	\$ 2,864.90	\$ -	
Totals				11,642.59	\$ 647,550.65	\$ 246,069.25	\$ 133,472.45	\$ 116,520.23

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 3, 2024
Reports & Recommendations	Direction Concerning the Design of the W. Puetz Road Pathway From S. 76 th Street to W. St. Martins Road	ITEM NO. Ald. Dist. 1 & 2 M.14.

BACKGROUND

On September 5, 2023, Common Council directed Staff to start with project development for Grant applications in the Transportation Alternative Program (TAP) for the Puetz Road Pathway from S. 76th Street to W. St. Martins. Staff submitted a TAP grant application on October 27, 2023 and Common Council passed a resolution supporting the project on November 7, 2023 (Resolution No. 2023-8061).



Staff participated on the Advisory Committee on Transportation System Planning and Programming for the Milwaukee Urbanized Area (Milwaukee TIP Committee) and this project was recommended for funding in the 2027-2028 funding cycles.

ANALYSIS

Staff has been in contact with Wisconsin Department of Transportation (WisDOT) staff that administers the TAP program and has been discussing how to implement the project at the earliest available opportunity. There appears to be an opportunity to start the design in the fall of 2024.

On March 19, 2024, the Finance Director provided an update to the Common Council (Item G.27) on the impact fees and reported that *“If the City made the decision to not spend another park fee dollar on any projects, the City would have to start returning park impact fees back to residents in April 2025.”* There are other park related projects in the works, but this committed trail project would be best to get started sooner rather than later.

Staff would like permission from Common Council to start the selection process for a consultant so that a contract for design could be authorized by Common Council as soon as WisDOT processes would allow this fall.

There will be approvals and agreements with WisDOT forthcoming to make the project official. No contract with a consultant will occur until all relevant agreements with WisDOT are executed and WisDOT authorizes the signing of a contract.

The WisDOT process to select a design consultant is extensive. The selection must be based on qualifications and many firms will be solicited to submit a proposal. Staff will ask a member of the Common Council to participate in reviewing qualifications and proposals and also any interviews (perhaps one of the affected aldermen from districts 1 or 2?).

Many residents are speculating and campaigning for which side of the road to place the path. This will be one of the first evaluations that the selected consultant will perform and the City can select the chosen side considering the evaluation.

OPTIONS

Direct Staff to proceed with the solicitation and selection of a design consultant prior to all anticipated WisDOT agreements.

FISCAL NOTE

This Puetz Pathway trail project has an estimated design and construction budget of \$2,070,000 with \$1,656,000 grant (80%) and \$414,000 (20%) local funding. This project would be eligible for 62% park impact fees (\$256,680) leaving \$157,320 impact to the City's budget in 2024, 2025, and 2026. If awarded the grant, a budget amendment for the 2024 budget would need to be made.

RECOMMENDATION

Direct Staff to proceed with the solicitation and selection of a design consultant for the Puetz Pathway and return with a contract after all agreements necessary for funding the design are secure.

And direct Staff to involve Alderman _____ in the consultant selection process.

Engineering: GEM

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 4/3/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Authorizing Certain Officials to Execute a Master Energy Services Agreement with Johnson Controls, Inc. to Develop an Energy Saving Performance Contract to Implement Energy Efficiency, Safety, Security and Renewable Energy Measures at Various City Buildings and Infrastructure</p>	<p style="text-align: center;">ITEM NUMBER M.15.</p>

BACKGROUND

The City seeks to create a Comprehensive Efficiency Program to benefit municipal buildings and infrastructure, create cost-saving efficiencies, and ensure safe and secure facilities. On March 5, 2024, the Council approved the selection of Johnson Controls, Inc. as the qualified Performance Contracting provider based on the City’s February 2024 solicitation of competitive sealed proposals from qualified providers.

The Master Energy Services Agreement with Johnson Controls includes the process of creating the scope, cost, efficiency savings, and intended timeline and outcomes of the future Energy Saving Performance Contract (Implementation Contract). The agreement will result in preparing the Implementation Contract for the City to consider.

FISCAL NOTE

An Energy-Saving Performance Contract will create cost-saving efficiencies and facility improvements. The City can reinvest the savings to pay for all or a portion of the cost of infrastructure renewal or as otherwise desired by the City. The cost of the project development effort is \$95,000. This cost will be transferred to the total cost of the Implementation Contract and will be payable separately only if the City elects not to implement a project. Staff recommends using funds from the Facility Improvements – City Buildings budget item from the Capital Outlay Fund account number 46-0181-5822.9645.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Master Energy Services Agreement with Johnson Controls, Inc. to Develop an Energy Saving Performance Contract to Implement Energy Efficiency, Safety, Security and Renewable Energy Measures at Various City Buildings and Infrastructure.

RESOLUTION NO. 2023-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A MASTER ENERGY SERVICES AGREEMENT WITH JOHNSON CONTROLS, INC. TO DEVELOP AN ENERGY SAVING PERFORMANCE CONTRACT TO IMPLEMENT ENERGY EFFICIENCY, SAFETY, SECURITY AND RENEWABLE ENERGY MEASURES AT VARIOUS CITY BUILDINGS AND INFRASTRUCTURE

WHEREAS, the Common Council seeks to create a Comprehensive Efficiency Program to benefit the City's municipal buildings and infrastructure and create cost-saving efficiencies and safe and secure facilities; and

WHEREAS, the City issued an RFQ for Performance Contracting and selected Johnson Controls, Inc. as the qualified partner for an Energy Savings Performance Contract for four (4) years with optional renewals; the contract being intended to implement energy efficiency, safety, security, and renewable energy measures in municipal facilities to reduce energy costs and consumption; and

WHEREAS, the purpose of the Master Energy Services Agreement, as entitled by Johnson Controls, Inc., is to provide the basis of the project's scope, the obligations of both parties, the financial metrics to be met, and the intended outcomes and timeline; and

WHEREAS, the project development is intended to commence upon approval, be completed within 3 months, and cost \$95,000.00; and the study thereunder will result in the preparation of an Energy Saving Performance Contract (Implementation Contract) for the Common Council to review and consider at that time for potential entry into and execution thereof at the discretion of the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Master Energy Services Agreement with Johnson Controls, Inc., in the form and content as annexed hereto, subject to minor changes approved by the Director of Administration and the City Attorney, be and the same is hereby approved.

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

BE IT FURTHER RESOLVED, that \$95,000 be appropriated from the Facility Improvements—City Buildings budget item from the Capital Outlay Fund account number 46-0181-5822. 9645 to fund the agreement.

Resolution No. 2024-_____
Page 2

BE IT FINALLY RESOLVED, that the Director of Administration, Fire Chief, and the Director of Finance and Treasurer are hereby authorized to take all steps necessary to implement this Resolution.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

**MASTER ENERGY SERVICES AGREEMENT
BETWEEN**

**City of Franklin
9229 West Loomis Rd.
Franklin, WI 53132**

AND

**Johnson Controls, Inc.
507 E Michigan Ave.
Milwaukee, WI 53202**

The purpose of this Master Energy Services Agreement (Agreement) is to confirm the intent of Johnson Controls, Inc. (JCI) and the City of Franklin (City) to develop Energy Savings Performance Contract(s) (Project). This Agreement will provide the basis of the scope of the Project, the obligations of both parties, the intended outcomes and timeline. This structure will allow the City to review and approve individual Energy Conservation Measure (ECM) Projects, on a case-by-case basis, as addendums to this Master Energy Services Agreement. In addition to the terms and conditions contained in this Agreement, the terms and conditions set forth in Addendum A, Terms & Conditions shall apply to this Agreement and shall be read in conjunction with this Master Energy Services Agreement but shall control over any conflicting term or provision in the Master Energy Services Agreement.

JCI and the City agree as follows:

1. Term

This Agreement is for a term of four (4) years with optional renewals per Request For Qualifications, Comprehensive Efficiency Program Through Performance Contracting, February 2024.

2. Scope of Services

It is the Parties' mutual understanding that this Agreement will identify the anticipated outcomes of the Project, if implemented, the roles and responsibilities of each party in developing a preliminary Project Pro-Forma, as well as the requirements necessary for the parties to enter into a subsequent formal contract to implement the Project. It is both Parties' mutual understanding that this initial Project will include the facilities and infrastructure as listed below. Other City facilities and infrastructure can be added by addendum to this Master Energy Services Agreement:

- Franklin Public Library
- City Hall
- Fire Station #1
- Law Enforcement Center

The Agreement will provide for the development of ECMs at the listed City's facilities that will provide energy savings, operational savings, and capital cost avoidance. Where possible the Project will assist the City by providing additional improvements to reduce the City's deferred maintenance backlog or desired ECMs not affordable otherwise. The ECMs of focus for this Project are listed below:

- **HVAC:** Evaluate and identify existing HVAC equipment upgrades to maximize efficiency and life-cycle improvements.
 - Chilled Water system
 - Hot Water Heating Boiler system
 - HVAC Air Handling Units and Roof Top Unit (RTU) system
- **Solar:** Evaluate and identify possible solutions for Solar PV
- **Temperature Controls and Building Automation System (BAS):** Evaluate and identify opportunities for BAS upgrades and integration of buildings to existing BAS. Evaluate upgrades to related HVAC equipment and conversion of pneumatic temperature controls to Direct Digital Controls (DDC)
- **Security and Access Control:** Evaluate and identify opportunities for security and access control upgrades throughout City buildings

- **Space planning and reconfiguration:** Evaluate and identify opportunities for space reconfiguration and updates at City Hall
- **LED Lighting Conversion:** Evaluate and identify possible interior and exterior LED lighting upgrades along with integrated technologies that can be part of a SMART building environment (example daylight harvesting sensors)
- **Water conservation:** Evaluate and identify possible water improvements throughout the City’s building (e.g. toilets, sinks, urinals, showers, etc.)
- **Building Envelope:** Evaluate and identify possible building envelope improvements that directly impact building efficiency
- **OpenBlue Enterprise Manager (OBEM):** Evaluate and identify OBEM modules of value including Energy Management (collect, analyze and display information for utility meters), Green Hub (public-facing display of sustainability and conservation data), Net Zero Advisor (used to monitor GHG emissions for Scope 1 and 2)

Note: Additional ECMs and buildings can be evaluated if agreed upon by both parties.

The City will provide the following to JCI as a part of the Agreement:

- a. City’s most recent 36 months of utility bills and data (electricity, gas and water), covering the time period from March 1st 2021 to March 31st 2024.
- b. Access to site drawings and plans
- c. Operational and Capital expenses for the last 3 years and as planned for the next 5 years related to infrastructure and equipment listed above.

3. Development Schedule

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others under their direction to work diligently to achieve the Milestone Schedule identified herein:

Milestone*	Complete Date
Agreement approved by Common Council and executed	4/3/2024
Project kickoff and JCI Commences on-site development work <ul style="list-style-type: none"> •City provides pertinent documents and data to execute the development •JCI provides contract form for City review 	4/8/2024
Bi-weekly progress review meetings	Ongoing
Project Workshops: <ul style="list-style-type: none"> •Measurement and Verification (M&V) •ECM Review Workshop •Financial Workshop •Legal Workshop 	5/1/2024
City legal review of contract terms and conditions completed	5/15/2024
Substantial completion progress review with City	6/4/2024
Draft Energy Savings Performance Contract (Implementation Contract) due for City review	6/18/2024
JCI completes RFP for Tax Exempt Lease Purchase (TELP) providers, if requested by City	6/25/2024
City staff completes final review and approval of Implementation Contract	7/1/2024
City completes Project funding decision and contract preparation	7/1/2024
Implementation Contract and Project funding approved by Public Works Committee, if necessary	7/16/2024
Implementation Contract and Project funding approved by Finance and Personnel Committee, if necessary	7/16/2024

Implementation Contract and Project funding approved by Common Council and executed	7/16/2024
Implementation begins	8/1/2024

*These milestones may be modified by subsequent work plans mutually agreed upon by both parties.

4. Deliverables

Upon completion of the project development, JCI shall deliver to the City a firm Energy Savings Performance Contract (Implementation Contract) including the following information:

- A written description of each ECM proposed to be implemented;
 - Design of new systems, equipment options and cost to implement
 - Detailed Scope of Work, equipment sizing, schematics for Johnson Controls managed RFP’s for equipment and install (Note: City will have right to determine equipment brands and technologies)
- Base year energy consumption calculation (energy measurements)
- Energy and operational savings and deferred maintenance calculations
- Information on available incentives and grants – FOE, PSC, Inflation Reduction Act
- Financial, legal and measurement & verification workshops
- Cost and description of ongoing services provided by JCI and jointly developed with the Client to maintain equipment and systems installed by JCI
- A financial pro forma cash flow documenting the proposed Project
- A preliminary schedule for implementation of the Project
- A summary of the Measurement & Verification plan, including proposed IPMV protocols, such as Option A, B, C, or D that will be used for each ECM
- A firm contract (Implementation Contract) by JCI to implement the project

5. Records and Data

During the project development, the City will furnish to JCI upon its request, accurate and complete data concerning current: equipment performance data if available; costs; budgets; facilities requirements; future projected loads; facility operating requirements; collective bargaining agreements; etc. JCI will provide a separate document with a formal request for the required data shortly after touring the City facilities. The City shall make every effort to provide that information within 14 days of request.

6. Preparation of Energy Savings Performance Contract (Implementation Contract)

JCI will prepare and submit to City an Implementation Contract to implement the improvements and operational efficiency measures, procedures, and services identified in the Deliverables section that could reduce the City’s overall operating expense and improve operating conditions in the system. JCI and City shall work diligently during the project development to complete and populate contract documents. The Implementation Contract shall be prepared on standard JCI contract forms, copies of which will be made available to the City. The Implementation Contract shall provide a written savings guarantee in accordance with the enabling legislation.

7. Project Development Cost and Payment Terms

The City agrees to pay JCI the sum of \$95,000 payable within 60 days after JCI provides the Deliverables identified herein. However, the City will have no obligation to pay this amount if JCI and the City enter into an Implementation Contract within 60 days after JCI provides the Deliverables. Costs for project development will be transferred to the total cost of the Implementation Contract and be subject to the payment terms outlined in that contract. The City shall pay the amount indicated if the City elects not to implement a project with JCI.

8. Indemnity

JCI and the City agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. To the extent permitted by law, JCI and the City agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or

suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the City will be responsible to the other for any special, indirect, or consequential damages.

9. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest State or Federal court having jurisdiction over the matter.

10. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the City and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the City. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

JOHNSON CONTROLS, INC.		CITY OF FRANKLIN	
By	David F. Angello	By	
Signature		Signature	
Title	General Manager	Title	
Date		Date	

ADDENDUM A – TERMS & CONDITIONS

This AGREEMENT (“AGREEMENT”, as stated within this Addendum A, is this Addendum A and the Master Energy Services Agreement to which it is annexed), is made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter “CLIENT”) and Johnson Controls, Inc. (hereinafter “CONTRACTOR”), whose principal place of business is 507 East Michigan Avenue, Milwaukee, Wisconsin 53202.

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

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in the Master Energy Services Agreement, with a not-to-exceed budget of \$95,000.00, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$95,000.00. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Director of Administration Kelly S. Hersh 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, Jeff Van Ess 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 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 \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B. Automobile Liability (<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>

C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$5,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis to the extent of Contractor's negligence</i>
D. 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 to the extent of Contractor's negligence.</i>
E. 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, and such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and such certificate shall name CLIENT as an additional insured as required above.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of April 8, 2024.

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 be read in conjunction with the Master Energy Services Agreement but shall control over any conflicting term or provision of such Master Energy Services Agreement.

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

CITY OF FRANKLIN, WISCONSIN

Johnson Controls, Inc.

BY _____

BY _____

PRINT NAME John R Nelson

PRINT NAME _____

TITLE Mayor

DATE _____

BY _____

PRINT NAME Danielle L Brown

TITLE Director of Finance and Treasurer

DATE _____

BY _____

PRINT NAME Shirley J Roberts

TITLE City Clerk

DATE _____

Approved as to form

Jesse A Wesolowski, City Attorney

DATE _____

TITLE _____

DATE _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 3, 2024
Reports & Recommendations	A Resolution Ratifying an Offer to Purchase between the City of Franklin and Mallory Improvement Corp for the Sale of the Property Located at 9619 South 60th Street (Tax Key No. 898-9997-011)	ITEM NO. Ald. Dist. 1 M.16.

BACKGROUND

There is an abandoned City of Franklin Water Utility well site located on a 0.23-acre parcel (100-foot by 100-foot) with the address of 9619 South 60th Street and TKN 898-9997-011. Common Council discussed the sale of this property on September 15, 2020. Staff then negotiated the sale with an adjacent property owner Giuffre Bros. Cranes, Inc. for \$13,250.

ANALYSIS

As this parcel is currently City owned, the assessors do not have an assessment value. When negotiated, the value was initially calculated using the assessed value of the vacant .49-acre parcel that is immediately west of the well site:

0.490 acres @ \$28,400 = \$57,959.18/acre
\$57,959.18/acre x 0.230 acres = \$13,330.61

The final negotiated price was \$13,250. Considering title work, closing services, etc. the final check to the City will be \$12,075.

FISCAL NOTE

None

RECOMMENDATION

Motion to adopt Resolution No. 2024 - _____, A Resolution Ratifying an Offer to Purchase between the City of Franklin and Mallory Improvement Corp for the Sale of the Property Located at 9619 South 60th Street (Tax Key No. 898-9997-011)

Engineering Department: GEM

RESOLUTION NO. 2024-_____

RESOLUTION RATIFYING AN OFFER TO PURCHASE BETWEEN THE CITY OF FRANKLIN AND MALLORY IMPROVEMENT CORP FOR THE SALE OF THE PROPERTY LOCATED AT 9619 S. 60TH STREET (TAX KEY NO. 898-9997-011)

WHEREAS, the City previously had a municipal well on the .23 acre parcel located at 9619 S. 60th Street; and

WHEREAS, the well was abandoned leaving the parcel vacant and unused for many years; and

WHEREAS, the owner of the adjacent property, Mallory Improvement Corp (the land-holding entity for the occupant of the parcel, Giuffre Bros. Cranes) contacted the City about potentially purchasing the well parcel; and

WHEREAS, the Common Council in a closed session at its meeting on September 15, 2020, directed staff to negotiate with the adjacent owner subject to certain discussed parameters, but failed to take public action on the same upon returning to open session; and

WHEREAS, engineering staff and the City Attorney's office negotiated an offer to purchase consistent with those parameters but the fact that the Council did not take formal action upon the possible sale was overlooked until the title company for the transaction identified the need for a resolution or minutes reflecting the authorization to sell the property; and

WHEREAS, in order to complete the sale, presently scheduled to close on April 5, 2024, the Council needs to ratify the attached purchase agreement;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Offer to Purchase between the City of Franklin and Mallory Improvement Corp for the Sale of the Property Located at 9619 South 60th Street (Tax Key No. 898-9997-011) in the form as attached is ratified.

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to execute all necessary documents to effectuate the sale upon review and approval by the City Attorney's office.

Introduced by Ald. _____ at a regular meeting of the Common Council of the City of Franklin the 3rd day of April, 2024.

RESOLUTION NO. 2024-_____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this 3rd day of April, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON November 10, 2023 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING FIRM)~~ ~~(AGENT OF BUYER AND SELLER)~~ ~~STRIKE THOSE NOT APPLICABLE~~

3 The Buyer, Mallory Improvement Corp, a Wisconsin Corporation
4 offers to purchase the Property known as 9619 S 60th Street (Tax Key No 898-9997-011)

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Franklin,
8 County of Milwaukee Wisconsin, on the following terms

9 **PURCHASE PRICE** The purchase price is Thirteen Thousand Two Hundred Fifty and 00/100
10 Dollars (\$ 13,250 00)

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all perennial crops, garden bulbs, plants, shrubs and trees, fences, storage buildings on permanent foundations
25 and docks/piers on permanent foundations

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in
27 an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before November 20, 2023

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer
31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on See Addendum A

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
43 transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ None accompanies this Offer
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged

47 ■ EARNEST MONEY of \$ 1,000 00 will be mailed, or commercially, electronically
48 or personally delivered within 5 days ("5" if left blank) after acceptance

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
50 Title Company pursuant to Addendum A) ~~STRIKE THOSE NOT APPLICABLE~~

51 (listing Firm if none chosen, if no listing Firm, then drafting Firm, if no Firm then Seller)
52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54 disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller,
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer, (3) as directed by court order, (4)
64 upon authorization granted within this Offer, or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis Admin Code Ch REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to (1) earnest money payment(s), (2) binding acceptance, (3)
78 occupancy, (4) date of closing, (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except None

80 _____ If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 ~~**VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis Stat § 709.033. The law provides "§ 709.02
87 Disclosure. . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . to
88 the prospective buyer of the property a completed copy of the report. . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.~~

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and those identified in Addendum A.

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include

- 102 a Flooding, standing water, drainage problems, or other water problems on or affecting the Property
- 103 b Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program
- 109 d Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material, any type of fill, dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal, high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides, excessive rocks or rock formations, or other soil problems
- 114 e Material violation of an environmental rule or other rule or agreement regulating the use of the Property
- 115 f Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 118 soil, or other potentially hazardous or toxic substances on the Property, manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property, or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties
- 121 h The Property is served by a joint well, Defects related to a joint well serving the Property, or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property, or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil, or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law, leaking,
131 corrosion, or failure to meet operating standards (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k Existing or abandoned manure storage facilities located on the property.
- 135 l Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment,
136 remodeling that may increase the Property's assessed value, pending special assessments, or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property, or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association, or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o Any zoning code violations with respect to the Property, the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance), conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes), restrictive covenants or deed restrictions on the Property, or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land, has been assessed a use-value assessment
157 conversion charge, or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program
- 160 s. A dam is totally or partially located on the Property, or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t No legal access to the Property, or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another, such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations, a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide
- 173 x Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property
- 174 y Significant crop damage from disease, insects, soil contamination, wildlife, or other causes, diseased or dying trees or
175 shrubs, or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z Animal, reptile, or other insect infestations, drainage easement or grading problems, excessive sliding, or any other
177 Defect or material condition.

178 aa Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property
179 bb Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f)
180 cc Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a

181 lease agreement or an extension of credit from an electric cooperative
182 **N/A** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING.** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of _____
252 _____

253 _____ [insert proposed use
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 **N/A ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255

258 **N/A SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development

261 **N/A PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

266 **ALL THAT APPLY** conventional in-ground, mound, at grade, in-ground pressure distribution, holding
267 tank, other _____

268 **N/A EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255

271 **N/A APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use _____
274 _____

275 **N/A UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**
277 electricity _____, gas _____; sewer _____,
278 water _____, telephone _____, cable _____,
279 other _____

280 **N/A ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads

282 **N/A LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs a **CHECK ALL THAT APPLY** rezoning, conditional use permit,
284 variance, other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within 30 days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of 0.2 acres, maximum of 0.25
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and None
293 _____

294 **STRIKE AND COMPLETE AS APPLICABLE:** Additional map features that may
295 be added include but are not limited to staking of all corners of the Property, identifying dedicated and apparent streets, lot
296 dimensions, total acreage or square footage, easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies (1) the significant encroachment, (2) information materially
301 inconsistent with prior representations, or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
 306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
 307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
 308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
 309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
 311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
 312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE. Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
 314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
 315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
 319 reported to the Wisconsin Department of Natural Resources.

320 ~~INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 305-319).~~

321 ~~(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date~~
 322 ~~on line 1 of this Offer that discloses no Defects.~~

323 ~~(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an~~
 324 ~~inspection of~~

325 ~~See Paragraph 7 of Addendum A for additional provisions related to inspections (list any Property component(s)~~
 326 ~~to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.~~

327 ~~(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided~~
 328 ~~they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent~~
 329 ~~inspector or independent qualified third party.~~

330 ~~Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).~~

331 ~~**CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s);**~~
 332 ~~**as well as any follow-up inspection(s).**~~

333 ~~This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers~~
 334 ~~to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the~~
 335 ~~Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).~~

336 ~~**CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**~~

337 ~~For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent~~
 338 ~~of which Buyer had actual knowledge or written notice before signing this Offer.~~

339 ~~**NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**~~
 340 ~~**value of the Property, that would significantly impair the health or safety of future occupants of the Property; or**~~
 341 ~~**that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**~~
 342 ~~**of the premises.**~~

343 ~~**RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.~~

344 ~~If Seller has the right to cure, Seller may satisfy this contingency by~~

345 ~~(1) delivering written notice to Buyer within 15 ("10" if left blank) days after Buyer's delivery of the Notice of Defects~~

346 ~~stating Seller's election to cure Defects,~~

347 ~~(2) curing the Defects in a good and workmanlike manner, and~~

348 ~~(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.~~

349 ~~This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and~~

350 ~~(1) Seller does not have the right to cure, or~~

351 ~~(2) Seller has the right to cure but~~

352 ~~(a) Seller delivers written notice that Seller will not cure, or~~

353 ~~(b) Seller does not timely deliver the written notice of election to cure.~~

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **N/A** **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property

367 ■ **LOAN AMOUNT ADJUSTMENT** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment
379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is

381 (1) signed by Buyer, or,

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS** If Buyer does not deliver a loan commitment on or before the Deadline on line 357
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394 or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within 30 days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close, or

407 (2) None

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value Seller and Buyer agree to promptly execute an amendment initiated
 426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price
 427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
 428 appraisal report and

429 (1) Seller does not have the right to cure, or

430 (2) Seller has the right to cure but

431 (a) Seller delivers written notice that Seller will not adjust the purchase price, or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
 433 report

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **N/A** **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
 436 Buyer's property located at _____
 437 no later than _____ (the Deadline) If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
 439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
 440 or proof of bridge loan financing, along with a written notice waiving this contingency Delivery of verification or proof of
 441 bridge loan shall not extend the closing date for this Offer

442 **N/A** **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
 443 offer has been accepted If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
 444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void Buyer must deliver the following

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked,

446 (2) Written waiver of _____
 447 _____ (name other contingencies, if any), and

448 (3) Any of the following checked below

449 Proof of bridge loan financing

450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
 451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close

452 Other _____
 453 _____

454 [insert other requirements, if any (e g , payment of additional earnest money, etc)]

455 **N/A** **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
 456 delivery of written notice to Buyer that this Offer is primary Unless otherwise provided, Seller is not obligated to give Buyer
 457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
 458 secondary buyers Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
 459 delivery of Seller's notice that this Offer is primary Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
 460 if left blank) after acceptance of this Offer All other Offer Deadlines that run from acceptance shall run from the time this
 461 Offer becomes primary

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
 463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
 464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~STRIKE ONE~~ ("Buyer" if neither is
 465 stricken)

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values
 467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
 468 association assessments, fuel and _____

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**

472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) NOTE THIS CHOICE
 474 APPLIES IF NO BOX IS CHECKED

475 Current assessment times current mill rate (current means as of the date of closing)

476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

478 _____

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 480 **substantially different than the amount used for proration especially in transactions involving new construction,**
 481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
 482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction

TITLE EVIDENCE

489 ■ **CONVEYANCE OF TITLE** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and None

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin Seller shall
504 pay all costs of providing title evidence to Buyer Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance

506 ■ **GAP ENDORSEMENT** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523)

512 ■ **DELIVERY OF MERCHANTABLE TITLE** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney In
518 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 ~~**LEASED PROPERTY**~~ If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing The terms of the
536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____

537 _____
538 _____ Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 606

DEFINITIONS

540 ■ **ACTUAL RECEIPT** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission

543 ■ **BUSINESS DAY** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day

546 ■ **DEADLINES** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days The Deadline expires at Midnight on the
548 last day Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day "Midnight" is defined as 11 59 p m Central Time

553 ■ **DEFECT** "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would
554 significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises

556 ■ **FIRM** "Firm" means a licensed sole proprietor broker or a licensed broker business entity

557 ■ **PARTY** "Party" means the Buyer or the Seller, "Parties" refers to both the buyer and the Seller

558 ■ **PROPERTY** Unless otherwise stated, "Property" means the real estate described at lines 4-8

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X" They are not part of this offer if marked "N/A" or are left blank

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA), (ii) report sales and financing concession
569 data to multiple listing service sold databases, (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry, and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent Occupancy shall be given subject to tenant's rights, if any

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies

597 If Buyer defaults, Seller may

598 (1) ~~sue for specific performance and request the earnest money as partial payment of the purchase price; or~~

599 (2) ~~terminate the Offer and have the option to: (a) request the earnest money as liquidated damages, or (b) sue for actual~~
600 ~~damages.~~

601 If Seller defaults, Buyer may

602 (1) ~~sue for specific performance; or~~

603 (2) ~~terminate the Offer and request the return of the earnest money; sue for actual damages; or both~~

604 In addition, the Parties may seek any other remedies available in law or equity The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445 If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall (1) withhold the amount required to be withheld pursuant to IRC § 1445, or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A

651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) **Personal** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671

670 Name of Seller's recipient for delivery, if any Glen Morrow with Copy to City Attorney's Office

671 Name of Buyer's recipient for delivery, if any Dominic Giuffre and Angela Peardon

672 (2) **Fax** fax transmission of the document or written notice to the following number

673 Seller () Buyer ()

674 (3) **Commercial** depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680

677 (4) **U.S. Mail** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller 9229 W Loomis Rd , Franklin WI 53132

680 Address for Buyer 6635 S 13th Street, Milwaukee, WI 53221

681 (5) **Email** electronically transmitting the document or written notice to the email address.

682 Email Address for Seller GMorrow@franklinwi.gov and brian@wrslegal.net

683 Email Address for Buyer dgiuffre@giuffre.com and apeardon@giuffre.com

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686 **ADDENDA:** The attached Addendum A is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Brian C Sajdak, Asst City Attorney, Wesolowski, Reidenbach & Sajdak, S C

688 _____
689 (x) *Dominic J. Giuffre* 11-17-2023
690 Buyer's Signature ▲ Print Name Here ▶ Dominic J Giuffre, President Date ▲

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
696 **COPY OF THIS OFFER.**

697 (x) *[Signature]* 11-10-2023
698 Seller's Signature ▲ Print Name Here ▶ John R Nelson, Mayor Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] _____
702 _____ on _____ at _____ a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM A
TO VACANT LAND OFFER TO PURCHASE BETWEEN
CITY OF FRANKLIN AND MALLORY IMPROVEMENT CORP.**

This Addendum is made part of the Vacant Land Offer to Purchase dated November 10, 2023 (the "Offer"), attached hereto, between the City of Franklin ("Seller") and Mallory Improvement Corp ("Buyer") for approximately 0.23 acres of land in Franklin, Wisconsin. If any term or provision of this Addendum A conflicts or is inconsistent with any term or provision of the Offer, this Addendum A shall control.

1. **Property.** Seller agrees to sell, and Buyer agrees to purchase the approximately 0.23 acres located at 9619 S 60th Street, Franklin, Wisconsin, which is identified as tax parcel 898-9997-011 (the "Property"). The Property is described as Outlot 1 of Certified Survey Map 4144.
2. **Acceptance.** In addition to lines 28-30 in the Offer, acceptance on the part of the Buyer occurs only upon execution of the Offer by the Mayor upon receiving authorization to do so by the Common Council.
3. **Environmental Representations.** Seller represents that to the actual knowledge of the City of Franklin, without any duty of investigation that on the date hereof the following: (i) the Property is in compliance with all federal, state and local laws, rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, processed waste water, or solid and hazardous waste, including, but not limited to, all regulations and standards of the Environmental Protection Agency and the Wisconsin Department of Natural Resources; (ii) there are no pending or threatened actions or proceedings by the local municipality, the Wisconsin Department of Natural Resources, United States Environmental Protection Agency or any other government entity, and to Seller's knowledge there is no basis for any such action or proceeding, (iii) Seller has never disposed of any solid or hazardous waste on the Property, and Seller has no notice or knowledge of any solid or hazardous waste having ever been disposed of on the Property, and, (iv) there are no landfills, hazardous substances, underground storage tanks, PCBs, subterranean tunnels, cavities, wells, mines, sinkholes, springs or concealed fill-ins on or under the Property, and, to Seller's knowledge, neither the Property nor any part thereof has been used, and prior to closing will not be used, for the manufacture, storage or disposal of any hazardous substance, solid waste or hazardous waste as the same be identified as hazardous by any federal, state, county or municipal law, statute, ordinance, order or regulation related to protection of the environment and applicable to the Property (including without limitation, any regulations promulgated by the Federal Environmental Protection Agency and the Wisconsin Department of Natural Resources)
4. **Former Well Site.** Seller represents that a municipal well was formerly located on the Property. The well has been abandoned pursuant to Wisconsin DNR regulations. There exists on the Property former water main piping which has been abandoned and left underground.
5. **Government Programs.** Buyer is unaware of any governmental programs, as that

term is defined and described in Lines 182-228 of the Offer. This paragraph shall constitute Seller's compliance with the disclosure requirement contained within those Lines

6. "As-Is Where Is" Sale Any representations within this offer have been made solely as an inducement to Buyer to enter into this Offer such that with the exception of any express warranties set forth in this Offer, Buyer acknowledges that this sale is made and will be made without any representation, covenant or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by Seller, including none of the Conditions Affecting the Property or Transaction set forth in lines 94-181 of the Offer, which Conditions are specifically excluded from this Offer As a material part of the consideration for this sale, Buyer agrees to accept the Property on an "AS IS" and "WHERE IS" basis, with all faults and any and all latent and patent defects, and without any representation or warranty, all of which Seller hereby disclaims Buyer acknowledges that Buyer is not now relying, and will not later rely, upon any representations and warranties made by Seller or Broker or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property. Pursuant to Wis Stat § 709.08, Buyer waives the rights it otherwise would have under § 709.02 to receive a real estate condition report, and under § 709.05 to rescind Consistent with this understanding and agreement, Lines 83 through 100 of the Offer are hereby stricken

7 Inspection Period Commencing on the date of Acceptance and expiring on the date that is 180 days after the Acceptance date (the "Inspection Period"), Buyer and its agents, contractors and designees shall have the right, at Buyer's sole cost and expense, to physically inspect and review the Property and to determine whether the Property is suitable for Buyer's needs (taking into consideration any matters deemed relevant by Buyer, including soil conditions, engineering characteristics, utilities, access, title, zoning, leasing prospects and Buyer's determination whether or not development of the Property is feasible)(collectively, the "Due Diligence Activities"). Notwithstanding the foregoing, Buyer shall not conduct any Phase II environmental testing or sampling on the Property without the prior written consent of Seller, which may be withheld in Seller's sole discretion. In the event that Buyer, in its sole and absolute discretion and for any reason whatsoever (or for no reason), determines that the Property is not suitable for its needs, then Buyer may terminate this Offer at any time prior to expiration of the Inspection Period by giving a written termination notice to Seller. Notwithstanding the above notice of termination provision, it shall be conclusively deemed that Buyer has determined that the Property is not suitable for its needs and that Buyer has terminated this Offer pursuant to this Section 5 unless, on or prior to the expiration of the Inspection Period, Buyer either (i) closes on the purchase of the Property, or (ii) delivers to Seller written notice that Buyer has elected to waive its right to terminate this Offer under this Section 5 If Buyer delivers the termination notice referenced above or if Buyer is deemed to have terminated this Offer as provided above, the Title Company shall immediately deliver the Earnest Money to Buyer free of any claims by Seller, and neither Seller nor Buyer thereafter shall have any further right or obligation under this Offer unless expressly provided otherwise in this Offer

8 No Damage, Indemnification Buyer expressly agrees as follows (i) any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's designees onto the Property in connection with the Due Diligence Activities shall not damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant on the Property, (ii) in the event the Property is altered or disturbed in any manner in connection

with the Due Diligence Activities, Buyer shall immediately return the Property to the condition existing prior to the Due Diligence Activities; and (iii) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Buyer or Buyer's designees onto the Property

9 **Lien Waivers.** Upon receipt of a written request from Seller, Buyer will provide Seller with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Seller. Buyer shall be bound by the same indemnification, defense, and hold harmless obligation as specified above in Section 6.2 with respect to any claims or demands for payment, or any liens or lien claims made against Seller or the Property, arising out of the Due Diligence Activities

10. **Insurance** Buyer shall, and shall cause all of Buyer's designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Seller covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000, and deliver to Seller, upon Seller's request, a certificate of insurance evidencing that such insurance is in force and effect. Such insurance shall be maintained in force throughout the term of this Offer.

11. **Driveway Entrance.** Seller and Buyer agree that Buyer shall be allowed to replace the existing southern-most driveway to South 60th Street on Buyer's adjacent parcel (9563 S. 60th Street) with a driveway on the Property at Buyer's sole cost and expense and following any permit restrictions currently required by the City of Franklin

12 **Disputes** In the event of litigation arising out of this Offer, the prevailing party shall be entitled to court costs and reasonable attorney's fees from the unsuccessful party

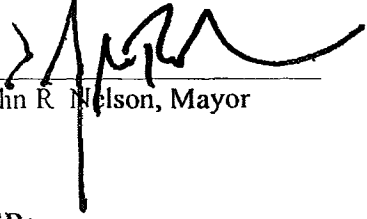
13 **Entire Agreement** This Offer constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties. Buyer acknowledges that Buyer has not relied upon, and will not rely upon, any representations or warranties made by Seller or Seller's agents unless such representations or warranties are expressly set forth in this Offer.

14. **Binding Effect** Buyer may assign its rights under this Offer only with the prior written consent of Seller, which Seller may withhold in Seller's sole discretion. This Offer shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and permitted assigns

15 **Title Company** Knight Barry Title, Inc., 201 E Pittsburgh Ave, Suite 200, Milwaukee WI 53204, will provide title for this transaction

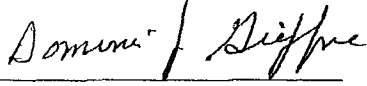
SELLER:

CITY OF FRANKLIN

By  Date 11-10-2023
John R. Nelson, Mayor

BUYER:

MALLORY IMPROVEMENT CORP

By  Date 11-17-2023
Dominic J. Guffre, President

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE SANITARY SEWER FUND TO PROVIDE ADDITIONAL \$915,839 APPROPRIATIONS FOR THE CONSTRUCTION OF THE 2024 SUMP PUMP PROJECT FULLY FUNDED BY THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	ITEM NUMBER M17.

Background

On November 7, 2023, the Common Council directed Staff to bid out Private Property Inflow and Infiltration (PPII) projects for Willow Pointe Estates and the Lake Pointe Estates.

The bids were organized with a base bid and eleven alternates. Two bids were received on December 4, 2023 and UPI, LLC was the apparent lowest responsive and responsible bidder. Staff has been working with Milwaukee Metropolitan Sewerage District (MMSD) on how to finance 100% of the project with MMSD funds. It appears that with the 2024 allocation for PPII funds earmarked for the City of Franklin and awaiting MMSD Commission approval (in the works), all eleven alternates may be awarded.

Clark Dietz, the engineer for the project, prepared the bid evaluation and recommends that UPI, LLC be selected for the work. On March 19, 2024, the Common Council approved a resolution to award UPI, LLC a contract to construct the 2024 Sump Pump Project in the amount of \$1,415,839.00, contingent on full funding by MMSD.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to provide additional appropriations to cover the increased cost of this project (which is to be funded by MMSD.)

Fiscal Note

The 2024 Budget includes \$500,000 in Fund 61 PPII Storm Laterals. An additional budget appropriation in the amount of \$915,839 is needed to support this project.

The GL Numbers associated with this amendment are:

61-0000-4150	Revenue – Other Grants	Increase	\$1,415,839.00
61-0731-5829.7637	Sanitary Sewer Rehab – PPII Storm Laterals	Increase	\$915,839.00

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the Sanitary Sewer Fund to Provide Additional \$915,839 Appropriations for the Construction of the 2024 Sump Pump Project Fully Funded by the Milwaukee Metropolitan Sewerage District.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE SANITARY SEWER FUND TO PROVIDE ADDITIONAL \$915,839 APPROPRIATIONS FOR THE CONSTRUCTION OF THE 2024 SUMP PUMP PROJECT FULLY FUNDED BY THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget only appropriated \$500,000 to the PPII Storm Laterals Project; and

WHEREAS, a budget amendment is needed to support a \$1,415,839 appropriation in the Sanitary Sewer Fund for the construction of the 2024 sump pump project; and

WHEREAS, the City of Franklin 2024 Adopted Budget will not be financially impacted as the Milwaukee Metropolitan Sewerage District is set to fully fund this project; and

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

Section 1 That the 2024 Sanitary Sewer Fund Budget be amended as follows:

Sanitary Sewer Fund				
0000	Revenue	Other Grants	Increase	\$1,415,839.00
0731	Sewer Rehab	PPII Storm Laterals	Increase	\$915,839.00

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 4/3/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AUTHORIZE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FRANKLIN AND THE FRANKLIN SCHOOL DISTRICT TO PARTNER ON LOCAL TRAFFIC CALMING AND PEDESTRIAN SAFETY ENHANCEMENTS (FRANKLIN HIGH SCHOOL TRAFFIC SIGNAL PROJECT)</p>	<p style="text-align: center;">ITEM NUMBER M 18.</p>

BACKGROUND

Traffic concerns have persistently arisen at the intersection of S. 51st. Street and S. Preserve Way, particularly before and after school hours at Franklin High School. The City of Franklin Common Council previously empowered Franklin staff to draft a Memorandum of Understanding (MOU) with representatives from Franklin Public Schools. Following the collaboration, a final draft of the MOU was prepared, with raSmith, Inc. contracted to provide Traffic Signal and Roadway Design improvement services, leveraging their expertise in addressing Franklin High School traffic issues.

Consultation with two traffic engineering firms recommended a budget of \$250,000 to \$300,000. The proposed MOU outlines a cost-sharing arrangement for construction funding (capped at \$200,000 for the City), with ongoing maintenance the sole responsibility of the School District.

The MOU, approved at the 3/20/24 school board meeting, is appended for reference.

FISCAL NOTE

The Common Council previously approved a budget of \$250,000 for the school traffic light project. Subsequently, a contract and budget amendment were sanctioned for raSmith, Inc.'s services. This amendment drew additional appropriations from the Capital Improvement Fund balance to the 2023 Annual Budget School Traffic Light Account (46-0331-5839.9780), ensuring that the agreed-upon MOU amount falls within the budget.

COUNCIL ACTION REQUESTED

A motion to approve the memorandum of understanding between the City of Franklin and the Franklin School District to partner on local traffic calming and pedestrian safety enhancements (Franklin High School Traffic Signal Project).

**MEMORANDUM OF UNDERSTANDING:
PARTNERSHIP ON LOCAL TRAFFIC CALMING AND
PEDESTRIAN SAFETY ENHANCEMENTS
(FRANKLIN HIGH SCHOOL TRAFFIC SIGNAL PROJECT)**

redraft 2/19/24

This Memorandum of Understanding (“MOU”) between the City of Franklin (“City”) and Franklin Public Schools (“School District”) outlines an agreement to partner on specific traffic controls and signage features to improve pedestrian safety on South 51st Street, namely at the crossway of South Preserve Way (“Road Segment”).

WHEREAS, the City has exclusive jurisdiction over placing features within the rights-of-way of the Road Segment and

WHEREAS, the City utilizes generally accepted engineering best practices as relates to traffic attenuation and uses the Manual on Uniform Traffic Control Devices (MUTCD) regarding specifications of regulatory signage and

WHEREAS, the Road Segment is a significantly traveled thoroughfare for students and other pedestrians traveling by foot as well as commuters traveling via automobile and

WHEREAS, the City and School District agree that pedestrian safety, particularly in and adjacent to community schools, is of the utmost importance and

WHEREAS, to augment existing safety features on the Road Segment, representatives from the City and School District have collaborated on specific public works improvements (the “Work”) and wish that said improvements be constructed as soon as is reasonably practical.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The above recital is hereby incorporated and made a part of this MOU.
2. The City shall be responsible for the design, materials procurement, and construction management for the Work on the Road Segment, as is usual and customary for City roads and rights-of-way.
3. The scope of the Work is as follows:
 - a. Design and construct a traffic signal system at the corner of South Preserve Way and South 51st Street. The traffic signal system shall contain video camera detection (no in-pavement loop detectors), emergency vehicle preemption, and lighting on two light poles. The system will be programable and have a manual override feature. The traffic signal system will be laid out to avoid impacting curb ramps and minimize impact on existing buried utilities. The traffic signals shall be provided with and served by electrical service.
 - b. High visibility crosswalks will use continental (“Piano key”) crosswalk markings on all four legs at South Preserve Way and North High School Driveway crossing.

- c. Install one “SCHOOL” text pavement marking in each direction (Northbound—south of South Preserve Way or south High School southern driveway, southbound—north of West Highlands Drive or northern High School driveway).
 - d. Addition/Modification School Zone Assembly signs. The City will review MUTCD concerning options for sign messaging on school speed limit signing (“when children are present,” “when flashing,” and others). A new flashing beacon school speed limit assembly will be installed northbound north of West Forest Hill Avenue and southbound south of West Drexel Avenue. Upon review of MUTCD, school signing locations and sequence may be modified for MUTCD compliance.
4. The School District may program the signals as needed. Any other adjustments or modifications to the traffic signal system or other traffic and pedestrian safety features shall be the City's sole responsibility.
5. The City and School District agree to a Cost-Share to fund the costs of the Work. The City shall provide all City Department of Public Works services necessary for the Traffic Signal Project at its own cost and with no cost to the School District. The School District shall reimburse the City 50% of the total project costs (the City’s share is not to exceed \$200,000) for the design, purchase, and construction/installation of the improvements (total project costs estimated to be \$300,000). To satisfy the Cost-Share, the City will submit an invoice to the School District after completion of the Work, which the School District shall promptly pay and deliver the payment to the City within 30 days from the date of sending the invoice by the City to the School District. Any payments not paid and delivered promptly by the School District shall accrue interest at 2% per month.
6. The City and School District may add measures to the above scope of Work and reserve the right to implement additional measures without formal amendment to this MOU as long as the measures do not exceed 100% of and for the design, purchase, and construction/installation costs of such additional measures as to the costs thereof to be reimbursed by the School District to the City.
7. The School District is solely responsible for any necessary maintenance, repairs, replacement, and electricity charges regarding the Work for the duration of the School District’s presence in this location. Whenever possible, the City, at its discretion, will utilize the existing City Department of Public Works crew to perform the maintenance. When necessary, the City will summon qualified maintenance technicians, and invoices for all contracted work or materials shall be submitted as an invoice to the School District, for which the School District shall promptly pay and deliver the payment to the City within 30 days from the date of the sending of the invoice by the City to the School District. Any payments not paid and delivered promptly by the School District shall accrue interest at 2% per month.
8. This MOU may be formally amended by mutual consent of the Common Council of the City of Franklin and the Board of Education of Franklin Public Schools. Any amendment to this MOU must be made in writing and signed by both parties.

WITNESSING THIS, the Common Council of the City of Franklin and the Board of Education of Franklin Public Schools have authorized this MOU to be signed by their appropriate officers.

Date: _____
City of Franklin

Date: _____
Franklin Public Schools

By: _____
John R. Nelson, Mayor

By: _____
Mike Spragg, School Board President

Attest: _____
Shirley J. Roberts, City Clerk

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 4/3/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND §55-1 OF THE MUNICIPAL CODE TO REMOVE THE POSITION OF PLANNING MANAGER FROM THE CODIFIED LISTING OF CITY OFFICIALS; UNCLASSIFIED SERVICE</p>	<p style="text-align: center;">ITEM NUMBER M.19.</p>

The Planning Manager position has been an established fixture in the Municipal Code §55-1 City Officials; unclassified service since the adoption of Ordinance 2001-1671. However, it is the only non-director-level position among the listed City Officials.

In anticipation of a recruitment drive to fill our vacant Planning Manager role, the Mayor and Staff are requesting the approval of an Ordinance to rectify this contradiction by removing the Planning Manager from §55-1 of the Municipal Code.

Rationale for Action:

1. **Alignment with Established Norms:** The proposed amendment brings coherence to our organizational structure by consistently classifying City Officials as predominantly director-level positions. This alignment simplifies administrative oversight and reinforces the hierarchy within our municipal governance framework.
2. **Enhancing Operational Efficiency:** By eliminating the Planning Manager position from the codified listing of City Officials, we streamline administrative processes and clarify reporting structures. This refinement enhances operational efficiency, facilitating smoother decision-making and resource allocation.
3. **Facilitating Recruitment Efforts:** Removing the Planning Manager from the codified list removes potential confusion regarding the classification of the role, thereby facilitating our recruitment efforts. A clearly defined organizational structure enhances our ability to attract top-tier talent and ensures that prospective candidates understand the scope and responsibilities of the position.

COUNCIL ACTION REQUESTED

Motion to approve an ordinance to amend §55-1 of the Municipal Code to remove the position of Planning Manager from the codified listing of City Officials; unclassified service.

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND §55-1 OF THE MUNICIPAL CODE TO REMOVE THE POSITION OF PLANNING MANAGER FROM THE CODIFIED LISTING OF CITY OFFICIALS; UNCLASSIFIED SERVICE

WHEREAS, §55-1 of the Municipal Code lists City Officials; unclassified service, and the Common Council of the City of Franklin has decided to remove the Planning Manager position from the aforesaid listing of City Officials.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Franklin, Wisconsin, as follows:

SECTION 1: §55-1 of the Municipal Code of Franklin, Wisconsin, is hereby amended to remove the following: “Planning Manager Director of Administration, subject to confirmation by majority of all members of Council Indefinite (removal by three-fourths vote of all members of Council)” under the **Official, Method of Selection** and **Term** headings, respectively.

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

SECTION 3: All Ordinances or parts of Ordinances in contravention to this Ordinance are hereby repealed.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of April 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of April 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS & RECOMMENDATIONS	FINALIZATION TAX INCREMENT FINANCE DISTRICT #4 (ASCENSION HOSPITAL) – ACCEPT FINAL AUDIT AND AUTHORIZE DISTRIBUTION OF REMAINDER FUNDS	ITEM NUMBER M. 20.

Background

On April 3, 2023, A Resolution terminating Tax Incremental Finance District #4 was presented to the Common Council and approved through Resolution #2023-7968. All of the projects included in the project plan for TID #4 have been completed, and TID #4 has generated enough tax increment to pay off all of its obligations. The TID has no remaining debt. The 2005 base value of the TID was \$19,817,900 and the 2022 value was \$80,532,100.

As outlined previously, there was a formal process that was required to officially close TID #4. All of those requirements have now been met, and the final audit is also attached.

The last part of the TID termination process includes: The Council accepting the final TID #4 Audit, and authorizing the release of the unused funds from TID #4 to the applicable taxing jurisdictions.

Fiscal Note

All remaining funds will be distributed back to the affected taxing entities per the following schedule:

Jurisdiction	Apportioned Levy	Percentage	TID #4 Increment Return
Oak Creek-Franklin School District	\$8,133,399.94	12.7601%	\$262,449.73
Milwaukee Area Technical College	\$4,985,846.92	7.8220%	\$160,884.03
Milwaukee County	\$19,518,721.89	30.6219%	\$629,832.95
Milwaukee Metro Sewerage District	\$7,652,575.43	12.0057%	\$246,934.42
City of Franklin	\$23,450,500.00	36.7903%	\$756,704.14
Total	\$63,741,044.18		\$2,056,805.27

Recommendation

Staff recommends that Council accepts the final TID #4 Audit, as attached, and authorize all of the TID #4 remaining funds, totaling \$2,056,805.27, to the applicable taxing jurisdictions (including City of Franklin.)

COUNCIL ACTION REQUESTED

Motion to accept the final TID #4 Audit, and authorize the Director of Finance & Treasurer to distribute all of the TID #4 remaining funds to all applicable taxing jurisdictions in conjunction with the closure of Tax Incremental Finance District #4.

Finance Dept - DB

<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 1/3/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Terminating Tax Incremental Finance District #4 (Ascension Hospital)</p>	<p style="text-align: center;">ITEM NUMBER G 10.</p>

BACKGROUND

On June 21, 2005, the Council approved a Resolution and Tax Incremental Financing (TIF) Project Plan for a new Tax Incremental District (TID) identified as TID #4. The purpose for creating the TID was to improve road infrastructure and promote quality development in the district. In 2018, the Council approved additional project costs for infrastructure to support the new corporate park to the west of S. 27th Street.

With the upcoming April 18th deadline to notify the Wisconsin Department of Revenue (DOR) of a TID termination for the current year, staff is submitting this request to close this TID in 2023.

ANALYSIS

All of the projects included in the project plan for TID #4 have been completed, and TID #4 has generated enough tax increment to pay off all of its obligations. The TID has no remaining debt. The 2005 base value of the TID was \$19,817,900 and the 2022 value is \$80,532,100. An increase of \$60,714,200.

The State allows a one-time levy limit increase in the year a TID is terminated. Approximately 50% of the increment may be used. 50% of the 2022 increment is \$30,357,100. When multiplied by the 2022 tax rate of approx. \$17.40/\$1,000 of assessed value, the result is approx. \$528,200 of additional tax levy allowed.

Any remaining funds will be distributed back to the affected taxing entities.

After termination, staff will complete the following:

- Notify the DOR of the termination, as well as forward the Final Audit Submission Date Agreement (form PE-223) to them;
- Engage the City's independent auditor to complete the required close-out audit; and
- Distribute any remaining funds to all affected taxing entities.

FISCAL IMPACT

Upon dissolution, the tax increment for this district will be converted to general tax revenue for all subsequent tax years, and any remaining funds in the account will be divided among all of the taxing entities according to Wisconsin Department of Revenue regulations.

RECOMMENDATION

Staff recommends adoption of the above noted resolution.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2023-____ A Resolution Terminating Tax Incremental Finance District #4; and to authorize staff to proceed with the final closure steps.

ROLL CALL VOTE REQUIRED

TSB

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-_____

A RESOLUTION TERMINATING TAX INCREMENTAL FINANCE DISTRICT #4

WHEREAS, on June 21, 2005, the City of Franklin Common Council adopted Resolution No. 2005-5907, creating Tax Incremental Finance District #4 (TID #4), a mixed-use district, with an effective date of January 1, 2005, to improve road infrastructure and promote quality development in the district, and adopted a project plan in the same year; and

WHEREAS, in 2018, the City of Franklin Common Council approved additional project costs for infrastructure to support the new Corporate Park to the west of S. 27th Street; and

WHEREAS, all of the projects included in the project plan have been completed and all obligations of the District have been met in the prescribed allowed time; and

WHEREAS, sufficient increment was collected as of the 2022 tax roll, to cover TID #4 project costs; and

WHEREAS, Wisconsin State Statutes require that when a municipality recovers its costs incurred in a district, that District shall be dissolved.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that Tax Increment Finance District #4 is hereby terminated; and

BE IT FURTHER RESOLVED, that the City Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty days of this resolution or prior to the deadline of April 18, 2023, whichever comes first, that the TID has been terminated, and

BE IT FURTHER RESOLVED, that the City Clerk shall sign the required DOR Final Accounting Submission Date Form (PE-223) agreeing on a date by which the City shall submit the final accounting information to the DOR; and

BE IT FURTHER RESOLVED, that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares as determined in the final audit by the City's auditor, CliftonLarsonAllen LLP (CLA).

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of April, 2023

Resolution introduced and adoption moved by Alderperson _____. Motion for adoption seconded by Alderperson _____. On a roll call motion passed by a vote of ____ ayes to ____ nays.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Karen L Kastenson, City Clerk

RES 2022-____
AMEND RES. 2013-6920
AUTHORITY FOR
DISBURSEMENT

AYES _____ NOES _____ ABSENT _____

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 4**

FINANCIAL STATEMENTS

FROM DATE OF CREATION THROUGH APRIL 3, 2023



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 4
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FROM DATE OF CREATION THROUGH APRIL 3, 2023**

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INDEPENDENT AUDITORS' REPORT

Common Council
City of Franklin, Wisconsin
Franklin, Wisconsin

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the City of Franklin, Wisconsin, Tax Incremental District No. 4 (the District), which comprise the historical summary of project costs, project revenues and net cost to be recovered through tax increments and the related historical summary of sources, uses, and status of funds for the period of January 1, 2023 through April 3, 2023 and from the date the District was created through April 3, 2023, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the net project costs to be recovered through tax increments as of April 3, 2023, and the sources, uses, and status of funds for the period of January 1, 2023 through April 3, 2023 and from the creation date of the District through April 3, 2023, in accordance with the financial reporting provisions of the Wisconsin Department of Revenue as described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter - Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared by the District, in accordance with the financial reporting provisions of the Wisconsin Department of Revenue, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of the Wisconsin Department of Revenue. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified with respect to this matter.

Emphasis of Matter – Reporting Entity

As discussed in Note 1, the financial statements present only the District and do not purport to, and do not, present fairly the financial position of the City of Franklin, Wisconsin (the City) as of April 3, 2023, or the changes in its financial position from the date of creation through April 3, 2023 in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of the Wisconsin Department of Revenue as described in Note 1. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Common Council
City of Franklin, Wisconsin

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Restrictions on Use

This report is intended solely for the information and use of the common council, the Wisconsin Department of Revenue, management and the overlying taxing districts, and is not intended to be and should not be used by anyone other than these specified parties.

Report on Other Legal and Regulatory Requirements

In accordance with tax incremental district laws and regulations, we have also issued our report dated March 8, 2024, on our test of compliance with Wisconsin State Statutes 66.1105 and the project plan. The purpose of that report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. That report is an integral part of an audit performed in accordance with tax incremental district laws and regulations in considering the District's compliance.



CliftonLarsonAllen LLP

Milwaukee, Wisconsin
March 8, 2024

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 4
HISTORICAL SUMMARY OF PROJECT COSTS, PROJECT REVENUES,
AND NET COST TO BE RECOVERED THROUGH TAX INCREMENTS
FOR THE PERIOD OF JANUARY 1 – APRIL 3, 2023
AND FROM DATE OF CREATION THROUGH APRIL 3, 2023**

	Period of January 1 - April 3, 2023	From Date of Creation
PROJECT COSTS		
Capital Expenditures	\$ -	\$ 12,818,332
Professional Services	-	811,879
Administration	4,750	478,555
Final Distribution	2,056,807	2,056,807
Interest and Fiscal Charges	-	1,492,820
Total Project Costs	2,061,557	17,658,393
PROJECT REVENUES		
Tax Increments	1,126,691	15,327,495
Exempt Computer Aid and Personal Property Tax Aid	53,732	546,286
Payment in Lieu of Taxes	-	931,597
Investment Income	42,322	534,203
Miscellaneous Revenues	-	318,812
Total Project Revenues	\$ 1,222,745	17,658,393
NET COST TO BE RECOVERED (EXCESS RECOVERED) THROUGH TAX INCREMENTS AT APRIL 3, 2023		-
RECONCILIATION OF RECOVERABLE COSTS		
Less. Fund Balance		-
NET COST TO BE RECOVERED (EXCESS RECOVERED) THROUGH TAX INCREMENTS AT APRIL 3, 2023		\$ -

See accompanying Notes to Financial Statements

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 4
HISTORICAL SUMMARY OF SOURCES, USES, AND STATUS OF FUNDS
FOR THE PERIOD OF JANUARY 1 – APRIL 3, 2023
AND FROM DATE OF CREATION THROUGH APRIL 3, 2023**

	Period of January 1 - April 3, 2023	From Date of Creation
SOURCES OF FUNDS		
Tax Increments	\$ 1,126,691	\$ 15,327,495
Exempt Computer Aid and Personal Property Aid	53,732	546,286
Payment in Lieu of Taxes	-	931,597
Investment Income	42,322	534,203
Miscellaneous Revenues	-	318,812
Total Sources of Funds	1,222,745	17,658,393
USES OF FUNDS		
Capital Expenditures	-	12,818,332
Professional Services	-	811,879
Administration	4,750	478,555
Final Distribution	2,056,807	2,056,807
Interest and Fiscal Charges	-	1,492,820
Total Uses of Funds	2,061,557	17,658,393
EXCESS OF SOURCES OVER (UNDER) USES	(838,812)	-
Fund Balance - Beginning of Year	838,812	-
FUND BALANCE - ENDING	\$ -	\$ -

See accompanying Notes to Financial Statements

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 4
NOTES TO FINANCIAL STATEMENTS
APRIL 3, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the City of Franklin, Wisconsin's Tax Incremental District No. 4 (the District) conform to accounting principles as applicable to governmental units and as defined by Wisconsin Statutes Section 66.1105.

The City of Franklin, Wisconsin (the City) uses the criteria set forth by the Governmental Accounting Standards Board to determine the scope of the reporting entity of the Tax Incremental District No. 4. The accompanying financial statements reflect all the significant operations of the City of Franklin, Wisconsin's Tax Incremental District No. 4.

A. Description of Fund Structure

This report contains the financial information of the City of Franklin, Wisconsin's Tax Incremental District No. 4. The summary statements were prepared from data recorded in the following fund of the City of Franklin, Wisconsin:

Capital Projects Tax Incremental District No. 4

Detailed description of the purpose of this fund can be found in the City of Franklin, Wisconsin's basic financial statements.

The data was consolidated for the purpose of this report. Therefore, the amounts shown in the accompanying statements will not directly correlate with amounts shown in the basic financial statements of the City of Franklin, Wisconsin.

The District was created under provisions of the Wisconsin Statute Section 66.1105. The purpose of that section is to allow a municipality to recover development and improvements costs in a designated area from the property taxes generated on the increased value of the property after the creation date of the District. The tax on the increased value is called a tax increment.

Project costs may not be incurred longer than five years prior to the termination date of the District. The statutes allow the municipality to collect tax increments until the net project cost has been fully recovered, or maximum life based on the resolution date and type of tax increment district, whichever occurs first.

Original Project Plan	Creation Date	Last Date to Incur Project Costs	Last Year to Collect Increment
TIF No. 4	June 21, 2005	June 21, 2020	2023

The estimated revenue and expenditures of the District are adopted in the project plan. Those estimates are for the entire life of the District and may not be comparable to final results presented in this report.

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 4
NOTES TO FINANCIAL STATEMENTS
APRIL 3, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Accounting

Under the regulatory basis of accounting, revenues are recognized only to the extent that they are susceptible to accrual, which means when they become both measurable and available to finance expenditures of the fiscal period. Revenue is considered to be available when it is collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. If accrued revenue is not yet available, the related receivable is matched by a deferred inflow of resources for unavailable revenue and revenue recognition occurs only when the revenue eventually does become available. Project costs, other than interest on long-term debt, are recorded when the related fund liability is incurred.

District increments are recorded as revenue in the year due. Intergovernmental aids and grants are recognized as revenues in the period the related expenditures are incurred, if applicable, or when the City is entitled to the aids.

Other general revenues are recognized when received in cash or when measurable and available under the criteria described above.

C. Use of Estimates

The preparation of financial statements in conformity with the regulatory basis of accounting requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

D. Measurement Focus

The measurement focus of all governmental funds is the funds flow concept. Under the funds flow concept, sources and uses of financial resources, including capital outlays, debt proceeds, and debt retirements are reflected in operations. Resources not available to finance expenditures and commitments of the current periods are recognized as deferred inflows of resources or a reservation of fund balance. Liabilities for claims, judgements, compensated absences, and pension contributions which will not be currently liquidated using expendable available financial resources are shown in the long-term debt footnote disclosure. The related expenditures are recognized when the liabilities are liquidated.

**CITY OF FRANKLIN, WISCONSIN
TAX INCREMENTAL DISTRICT NO. 4
NOTES TO FINANCIAL STATEMENTS
APRIL 3, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Claims and Judgements

Claims and judgements are recorded as liabilities if all the conditions of Governmental Accounting Standards Board pronouncements are met. Claims and judgements that would normally be liquidated with expendable available financial resources are recorded during the year as expenditures in the governmental funds. If they are not liquidated with expendable available financial resources, a liability is shown in the long-term debt footnote disclosure. The related expenditure is recognized when the liability is liquidated.

NOTE 2 TAX INCREMENT

The tax increment from the 2022 tax roll which will have been recorded as revenue in the calendar year 2023 and in these financial statements is \$1,126,691.

NOTE 3 TERMINATION, RECORDING AND FINAL REPORTING DATES OF THE TIF DISTRICT

On April 3, 2023, the Common Council of the City of Franklin, Wisconsin, adopted the Resolution #2023-7968 terminating TIF District No. 4 effective April 3, 2023 and authorizing the City Treasurer to distribute excess increment to overlying taxing districts. The City deemed that sufficient tax increment had been collected as of the 2022 tax roll, payable in 2023, to cover all of the District project costs, and was now able to escrow funds to cover the District's remaining outstanding obligations.

On April 10, 2023 (within 60 days of the termination resolution date), the City notified the Wisconsin Department of Revenue that the District had been terminated.

By April 3, 2024, the City shall provide a final accounting for the District to the Wisconsin Department of Revenue.

The District determined that a final distribution of \$2,056,807 will be paid to the taxing jurisdictions which represent the District, representing the remaining surplus at the end of the District's life. The following taxing jurisdictions comprise the final distribution amount determined by the District:

Oak Creek-Franklin Joint School District	\$	262,450
Milwaukee Area Technical School District		160,884
Milwaukee County		629,833
Milwaukee Metropolitan Sewerage District		246,934
City of Franklin, Wisconsin		756,706
Total	<u>\$</u>	<u>2,056,807</u>



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS
OF TAX INCREMENTAL FINANCING DISTRICT LAWS AND REGULATIONS**

Common Council
City of Franklin, Wisconsin
Franklin, Wisconsin

We have audited, in accordance with the auditing standards generally accepted in the United States of America, the financial statements of City of Franklin, Wisconsin Tax Incremental District No. 4 (the District), which comprise the Historical Summary of Project Costs, Project Revenues, and Net Cost to be Recovered Through Tax Increments and the related Historical Summary of Sources, Uses, and Status of Funds for the period of January 1, 2023 through April 3, 2023 and from the date the District was created through April 3, 2023, and the related notes to the financial statements and have issued our report thereon dated March 8, 2024.

In connection with our audit, nothing came to our attention that caused us to believe that the District failed to comply with the provisions of Wisconsin State Statutes Section 66 1105 and the project plan, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the District's noncompliance with the above-referenced provisions, insofar as they relate to accounting matters.

This report is intended solely for the information and use of the common council, the Wisconsin Department of Revenue, management and the overlying taxing districts and is not intended to be, and should not be, used by anyone other than the specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Milwaukee, Wisconsin
March 8, 2024



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS & RECOMMENDATIONS	FINAL DESIGNATION OF THE CITY OF FRANKLIN PORTION OF TIF DISTRICT #4 TAX INCREMENT PROCEEDS	ITEM NUMBER M. 21.

Background

All work on completing the reporting on TIF District #4 was completed and the distribution of the unused portion of the final year’s tax increment will be made to the respective taxing jurisdictions. The total distribution amount is \$2,056,805.27. A copy of that distribution calculation is attached.

To make the funds usable a tentative designation of the City of Franklin portion was made to the City’s General Fund pending a review by the Common Council. The \$756,704.14 received can be confirmed to the General Fund or designated to another Fund at this time or it could be confirmed to the General Fund and amounts transferred to other funds at later times when needs arise.

The designation possibilities included:

- The General Fund
- The Capital Improvement Fund
- The Equipment Revolving Fund
- The Street Improvement Fund

Analysis

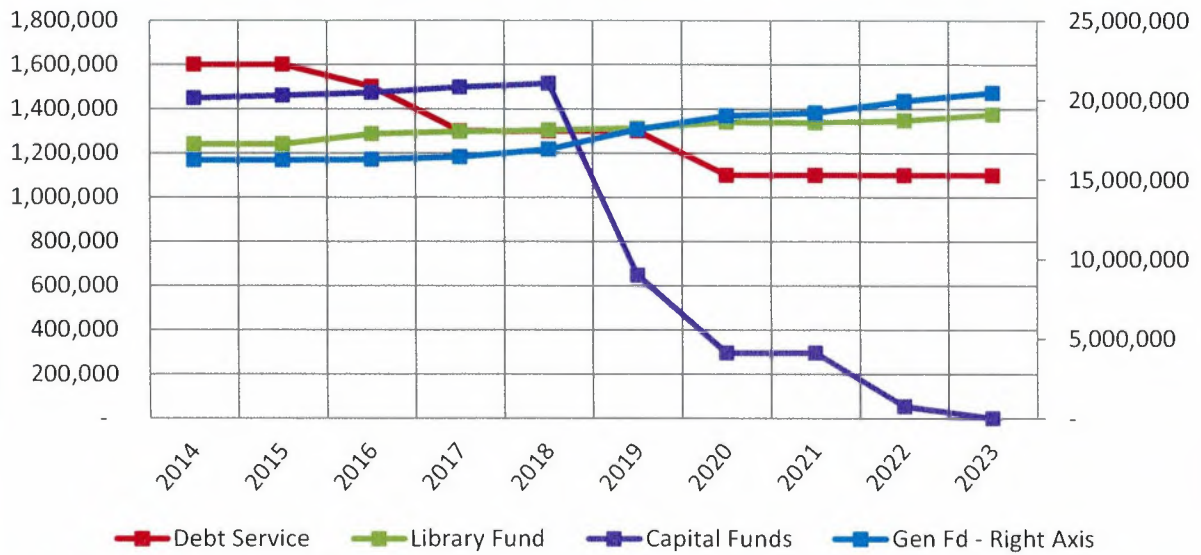
History dating back to 2008 shows that the following funds received a portion of the annual tax levy:

- General Fund
- Library
- Debt Service
- Capital Outlay
- Equipment Replacement Fund
- Street Improvement Fund

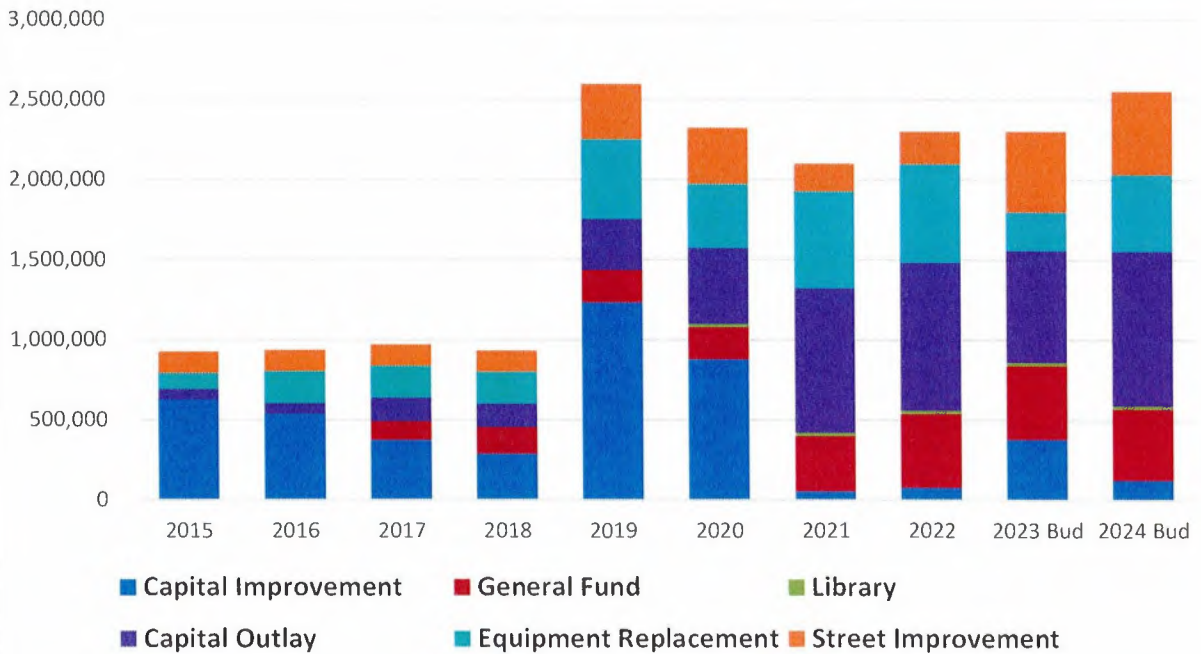
Beginning in 2019, there was a shift in the apportionment of **annual taxy levy** to support increased operational costs in the General Fund. By 2020, the Equipment Replacement Fund and Street Improvement Fund were no longer receiving any tax levy to support its annual costs. The Equipment Replacement Fund was relying solely on Landfill Siting Resources to fund its capital costs whereas the Street Improvement Fund was relying solely on the General Transportation Aids and Landfill Siting Resources appropriated to fund its capital costs.

Beginning in 2019, there was a shift in the apportionment of **annual landfill siting resources** to support increased operational costs in the General Fund. Slowly, the Equipment Replacement Fund has been receiving less funds to support its capital costs. To reduce debt services costs, more landfill siting has shifted to the Capital Outlay Fund to support annual capital costs, mainly the larger purchases of police squad cars.

Total Tax Levy by type



Landfill Siting Resources by Fund



Equipment Replacement Fund

It is clear that the City of Franklin has struggled to support the Equipment Replacement Fund with Tax Levy dollars and Landfill Siting Resources. Replacement costs of equipment has doubled and tripled in some instances than historically. It is evident that equipment is being replaced at a slower rate than the life expectancy, and departments are increasing their operational budgets to support maintenance on this equipment. Based on the rolling schedule of the Equipment Replacement Fund, the following is noticeable:

- More resources are needed to support the purchase of new equipment
- Replacement costs are increasing at a rapid rate
- Life expectancy years are going to have to increase
- Departments may have to use the “if it’s not broke, don’t replace it” method to expand the usage years of equipment

Highway	32	2003 Bomag Asphalt Roller	\$26,930	\$44,511	22	2003	2025	\$51,601
Highway	705	2007 Street Sweeper - Freightliner	\$183,982	\$270,184	18	2007	2025	\$313,217
Highway	711	2009 Freightliner M2106V Single Axle Dump Truck w/plov, wing & Spreader	\$120,253	\$166,458	16	2009	2025	\$192,971
Highway	712	2009 Freightliner M2106V Single Axle Dump Truck w/plov, wing & Spreader	\$129,076	\$178,671	16	2009	2025	\$207,129
Highway	700	2011 Ford F-150 Ser # 23900	\$17,634	\$23,009	14	2011	2025	\$26,673
Police		Mobile & Portable Radios	\$342,000	\$433,235	10	2012	2022	\$459,619
Highway	708	2011 Ford F-150 Ser # 23899	\$17,634	\$23,009	14	2011	2025	\$26,673
			\$837,510	\$1,139,077				\$1,277,884
Highway	717	2001 John Deere 450H Dozer	\$65,975	\$115,688	25	2001	2026	\$138,137
Highway	723	2008 Ford 550 Bucket Truck	\$91,404	\$130,320	18	2008	2026	\$155,609
Highway	46	John Deere Lawn Tractor w 59" snowblower	\$26,400	\$36,544	17	2009	2026	\$43,635
Highway	729	2011 Freightliner M2106V Single Axle Dump Truck w salt spreader, w/plov & wing	\$139,510	\$187,490	16	2010	2026	\$223,873
Highway	762	2011 Freightliner M2106V Tandem Axle Dump Truck w salt spreader, w/plov & wing	\$146,614	\$197,037	16	2010	2026	\$235,272
Highway	749	Ford Super Duty F550 4x4	\$70,648	\$92,179	15	2011	2026	\$110,067
Police		Phoenix Software (Records Management)	\$160,850	\$243,300	20	2006	2026	\$290,513
Highway	750	Pick Up Truck	\$28,060	\$31,582	10	2016	2026	\$37,710
			\$729,461	\$1,034,139				\$1,234,816
Highway	51	WI Steam Cleaner Culvert Steamer	\$10,995	\$16,147	20	2007	2027	\$19,858
Fire	203	2007 KME Fire Engine/Pumper (Engine 113)	\$321,128	\$471,587	20	2007	2027	\$579,993
Highway	713	2009 Freightliner M2106V Single Axle Dump Truck w/plov, wing & Spreader	\$138,356	\$191,517	18	2009	2027	\$235,542
Highway	731	Freightliner M2 Snowplow with blades	\$149,485	\$195,044	16	2011	2027	\$239,879
Highway	60	2012 John Deer 328D Skid Steer	\$42,285	\$53,565	15	2012	2027	\$65,879
Highway	004	2012 Morbard M18R Brush Chipper	\$55,202	\$69,928	15	2012	2027	\$86,003
Fire	R-15	2015 Superliner Type III Ambulance - 2015 Ford E450	\$180,131	\$208,821	12	2015	2027	\$256,824
Inspect	773	2017 Jeep Cherokee	\$24,866	\$27,172	10	2017	2027	\$33,418
Inspect	770	2017 Jeep Cherokee	\$24,686	\$26,975	10	2017	2027	\$33,176
Fire	R-17	2017 Ambulance	\$187,806	\$205,221	10	2017	2027	\$252,396
			\$1,134,940	\$1,465,977				\$1,802,967

The Finance Department will have to work diligently with Department Heads to evaluate equipment and determine what finances are available to support these capital costs.

Street Improvement Fund

In recent years, the Public Works Department is increasingly asked to perform more work with less resources. Due to lack of resources, the 2021-2023 Local Street Improvement Programs (LSIP) have included the work to adjust and rebuild storm sewer structures, water valve boxes and sanitary manholes to the bid contracts. Lack of resources in the Street Improvement Fund has created the following issue:

There are approximately 180 miles of City roads and that number will only get larger as new development includes public infrastructure. In 2023, the City planned to improve 2.37 miles (1.3% of our roads) through the resurfacing work. In the 5 years prior, the City resurfaced an average of 2.8 miles per year. The LSIP is now tracking at a 100-year cycle pace for resurfacing roads. Meaning that at this rate, there are roads being paved in 2024 that may not be resurfaced until 2124. An ideal cycle would be 25 years, meaning 7 miles are improved every year.

The cost of resurfacing per mile has dramatically increased in the last few years. The increase is significantly attributed to the cost of contracting out work that DPW and Water/Sewer Staff previously performed. The lack of resources and increase in staff has caused the outsourcing of services.

The cost per mile over the past 6 years are as follows:

Year	Miles	Total Cost	Cost Per Mile
2023	2.37	\$1,252,057.41	\$528,294.27
2022	1.79	\$891,491.05	\$499,159.36
2021	2.08	\$942,867.82	\$453,301.84
2020	3.44	\$1,130,167.00	\$328,504.36
2019	3.86	\$968,789.00	\$250,991.46
2018	3.07	\$832,832.00	\$270,856.36

Options

1. Ratify the action of designating the TIF District #4 tax increment proceeds to the General Fund
2. Designate the TIF District #4 tax increment proceeds to another fund

Recommendation

Option 2: Designate the TIF District #4 tax increment proceeds to another fund. The Equipment Replacement Fund needs roughly \$650,000 additional funds above landfill siting revenue allocated to fully fund the equipment set for replacement in 2025. Using the TIF District #4 tax increment proceeds would fund the \$650,000 needed and have roughly \$107,000 to fund additional projects in the Street Improvement Fund.

Or another option as the Council so chooses.

COUNCIL ACTION REQUESTED

Motion to designate the TIF District #4 tax increment proceeds to the Equipment Revolving Fund as noted in Option 2 with the remaining funds allocated to the Street Improvement Fund.

**City of Franklin
2023 Tax Increment Calculation
12/31/2023**

Jurisdiction	Apportioned Levy	%	TID #4 Increment Return
Schools.			
Franklin	36,465,542.00		
Oak Creek	8,133,399.94	12.7601%	262,449.73
Whitnall	2,545,799.37		
Total Schools	47,144,741.31		
MATC	4,985,846.92	7.8220%	160,884.03
County	19,518,721.89	30.6219%	629,832.95
MMSD	7,652,575.43	12.0057%	246,934.42
City	23,450,500.00	36.7903%	756,704.14
Total	63,741,044.18		2,056,805.27

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 3, 2023
Reports & Recommendations	A Resolution to Execute Amendment 1 to Contract with Clark Dietz, Inc. for Construction Services Related to the 2024 Sump Pump Project in the Amount of \$62,770	ITEM NO. Ald. Dist. 2 <i>M. 22</i>

BACKGROUND

On March 19, 2024, Common Council adopted a resolution to award UPI, LLC a contract to construct 2024 Sump Pump Project in the amount of \$1,415,839.00, contingent on full funding by Milwaukee Metropolitan Sewerage District (MMSD). The project is considered a Private Property Inflow and Infiltration (PPII) project and the projects will be numerous locations in the Willow Pointe Estates and the Lake Pointe Estates subdivisions.

This project was designed by Clark Dietz, Inc. from a contract signed February 7, 2023. This amendment to the contract is for construction services during construction.

ANALYSIS

Franklin Staff is providing much of the resident coordination and the “boots on the ground” inspection services. Clark Dietz has submitted this amendment on a time and material basis, as needed, for the overall supervision of the contractor and the construction administrative tasks.

OPTIONS:

Award Amendment 1 to Clark Dietz or other direction to Staff.

FISCAL NOTE

Like the explanation for the UPI construction contract, the 2024 Budget includes \$500,000 in Fund 61 PPII Storm Laterals. This is 100% funded with MMSD funds and a Funding Agreement modification at MMSD is expected to be finalized soon that will cover 100% of these expenses. A budget amendment will be needed to cover the increased cost of the project- again fully reimbursable by MMSD.

RECOMMENDATION

Adopt Resolution 2024-____ a resolution to execute amendment 1 to contract with Clark Dietz, Inc. for construction services related to the 2024 Sump Pump Project in the amount of \$62,770, contingent upon full funding from Milwaukee Metropolitan Sewerage District.

And direct Staff to return with a Budget Amendment to fully fund the project.

Department of Engineering GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO EXECUTE AMENDMENT 1 TO CONTRACT WITH
CLARK DIETZ, INC. FOR CONSTRUCTION SERVICES RELATED TO THE
2024 SUMP PUMP PROJECT IN THE AMOUNT OF \$62,770

WHEREAS, the City of Franklin is attempting to eliminate Private Property Inflow and Infiltration (PPII) from entering the sanitary sewer system; and

WHEREAS, providing alternative locations to discharge sump pumps is a way to eliminate PPII; and

WHEREAS, Milwaukee Metropolitan Sewerage District (MMSD) has funds earmarked for Franklin to fund the elimination of PPII; and

WHEREAS, Clark Dietz, Inc. performed the design of the PPII projects and is best suited to assist in the supervision of the contractor and other construction services.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize Amendment No. 1 to Clark Dietz, Inc. for the construction oversight services for the 2024 Sump Pump project.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the professional services contract on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024

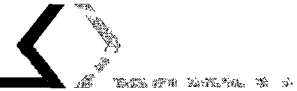
APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



March 26, 2024

Glen E. Morrow, PE
City Engineer / Director of Public Works / Utility Manager
City of Franklin
9229 W. Loomis Rd
Franklin, WI 53132

RE: **2024 PPII Sump Pump Construction Oversight
City of Franklin PPII Engineering Services**

Dear Glen,

We appreciate the opportunity to continue our involvement in the City of Franklin's MMSD funded PPII Sump Pump program. MMSD funding agreement M10005FR01 requires full-time construction inspection services. The City of Franklin staff will complete inspection services for the day-to-day construction, however, construction inspection oversight has been requested of Clark Dietz.

The scope of services proposed is intended to provide construction inspection oversight on a part-time basis to support City staff throughout the construction project from pre-construction to project close-out.

Below is a Task list breakdown:

- Task 1: Pre-construction Coordination
- Task 2: Construction Meetings
- Task 3: Inspection Oversight Services (24 weeks @ 5/hours per week)
- Task 4: Pay Estimate Assistance
- Task 5: Project Close-Out Assistance
- Task 6: As-Built Documentation Assistance
- Task 7: MMSD Reimbursement Assistance

It is expected that City staff is responsible for the resident coordination.

Our not-to-exceed fee for construction inspection services for the PPII Sump Pump project described will be \$62,770. The expectation is to have field visits as needed to ensure construction is progressing appropriately; therefore, there is \$1,500 item included for travel expenses such as mileage.

Sincerely,
Clark Dietz, Inc.

A handwritten signature in black ink, appearing to read "Mustafa Emir".

Mustafa Emir, PhD, PE
Executive Vice president

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 1

2023 City of Franklin PII Engineering Services – MMSD Agreement M10005FR01 (“Project”)

This Amendment to the Professional Services Agreement dated February 7th, 2023 is by and between.

City of Franklin (“Client”)

9229 W Loomis Rd. Franklin, WI 53132

and

Clark Dietz, Inc. (“Clark Dietz”)

759 North Milwaukee Street, Suite 624, Milwaukee, WI 53202

Now, Therefore; this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

The effective date of this Amendment is April 8, 2024

Agreed to by City of Franklin

BY _____
John R. Nelson, Mayor

DATE _____

BY _____
Shirley J Roberts, City Clerk

DATE _____

BY _____
Danielle Brown, Director of Finance and
Treasurer

DATE _____

APPROVED AS TO FORM

Jesse A Wesolowski, City Attorney

DATE _____

Agreed to by Clark Dietz

By  _____

Title Executive Vice President

Date March 27, 2024

PART I
SERVICES BY CLARK DIETZ

A. Amendment Description

The scope of services is to provide construction inspection oversight on a part-time basis to support City of Franklin staff throughout the Sump Pump Construction Project from pre-construction to project close-out. This is included as part of the MMSD funding agreement M10005FR01 which requires full-time construction inspection services.

B. Scope

Breakdown of hours are included in the attachment. Below are a list of tasks included:

Task 1 Pre-construction Coordination

Task 2 Construction Meetings

Task 3 Inspection Oversight Services (24 weeks @ 5/hours per week)

Task 4 Pay Estimate Assistance

Task 5 Project Close-Out Assistance

Task 6 As-Built Documentation Assistance

Task 7 MMSD Reimbursement Assistance

The City of Franklin and their staff will complete full time construction inspection services for this project, however, construction inspection oversight will be provided by Clark Dietz. The following is a list of items included in the scope:

1. Construction oversight on a part-time basis (24 weeks @ 5 hours/week).
2. Attend weekly construction meetings.
3. Review project schedule and make recommendations, as necessary.
4. Review City prepared files and documentation of payable work and other related project activities. These documentation files will be in accordance with City and MMSD funding agreement requirements.
5. Review project milestones, construction budget, and other activities that will have an impact on City facilities or services.
6. Evaluate, coordinate, and prepare Change Order request. The City will process all Change Orders.
7. Assist in preparing pay estimates and review with the Contractor monthly to determine what amount of the construction is completed in order to recommend disbursement of funds.
8. Review punch lists and assist in oversight on completion of punch list.
9. Clark Dietz is ***not*** responsible for resident coordination.
10. Provide coordination between the Contractor, MMSD, and City staff for critical construction activities.

C. Schedule

Clark Dietz shall provide the services hereunder according to a mutually agreed upon schedule as requested by the Client. It is understood that the Project will be constructed during the 2024 season and a final schedule will be determined during the pre-construction meeting.

D. Assumptions/Conditions (If applicable)

This Amendment is subject to the following assumptions/conditions

- 1 This amendment is based on an anticipated number of construction weeks as mentioned in the scope (24 part-time weeks plus pre-project coordination assistance and project closeout assistance) Any extension past 24 weeks or a request to increase our part-time scope due to Contractor scheduling or City requests will require a revision to this scope and fee.
- 2 This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions, property entry agreements, or negotiation/acquisition services.
- 3 This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
- 4 Local and State permits for this project (street cuts, utility relocations, etc.) are not the responsibility of Clark Dietz

The tasks below can be performed for an additional fee

1. Preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services,
2. Preparation of assessment roles or schedules,
3. Geotechnical investigations;
4. Processing of any permits,
5. Contaminated site and environmental assessment investigations or remediation activities,
6. Cultural, historic, archeological, or wetland assessment investigations or remediation activities
7. Retrieval and procurement of records required pursuant to a Freedom of Information Act request

The lists above are not all-inclusive.

**PART II
CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services.

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification

B. Representative

No Change

C. Decisions

No Change

D. Other

The City of Franklin will assume the responsibility of the following.

- 1 Daily construction observation
- 2 Daily diaries and daily project documentation
3. All residential coordination during construction
- 4 Create punch list items for the project
5. Measure construction quantities and format them to be usable for a progress payment estimate
6. Any local building or plumbing permit coordination
- 7 Any other day-to-day typical construction observations requirements needed to satisfy the project and MMSD funding agreements

The list above is not all-inclusive

**PART III
COMPENSATION**

A. Compensation

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Amendment will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates" The total compensation authorized by this Amendment will not exceed **\$62,770** and increases the total compensation authorized to **\$289,210** It shall include the following:

- a Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written Client approval before authorizing these services
- b Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz

B. Billing and Payment – No Change

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2024

<u>TITLE</u>	<u>HOURLY RATE</u>
Engineer 9	\$260.00
Engineer 8	250.00
Engineer 7	240.00
Engineer 6	230.00
Engineer 5	210.00
Engineer 4	180.00
Engineer 3	165.00
Engineer 2	150.00
Engineer 1	135.00
Technician 5	175.00
Technician 4	165.00
Technician 3	150.00
Technician 2	135.00
Technician 1	115.00
Intern	100.00
Clerical	105.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

City of Franklin PPII - Sump Collection - Professional Construction Fee

TASK	DESCRIPTION	Project Principal	Project Manager	Engineer	TOTALS
		\$230	\$180	\$165	
1	Pre-Construction Coordination	4	20	4	28
2	Construction Meetings	4	30	4	38
3	Inspection Oversight Services (24 weeks @ 5/hrs average per week).		90	30	120
4	Construction Pay Estimate Assistance		10	30	40
5	Project Close-Out Assistance		16	20	36
6	As-Built Documentation Assistance		10	30	40
7	MIMSD Reimbursement Assistance		24	24	48
	Total Engineering Hours	8	200	142	350
	Construction Engineering Fee	\$1,840	\$36,000	\$23,430	\$61,270
	Reimbursed Travel Expenses				\$1,500
	Total Construction Engineering Fee				\$62,770

A G R E E M E N T

This AGREEMENT, made and entered into this 7th day of February, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Clark Dietz, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 759 N. Milwaukee St., Suite 624, Milwaukee WI 53202.

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 Design Engineering Services in accordance with MMSD funding agreement between Milwaukee Metropolitan Sewerage District (MMSD) and CLIENT M10005FR01;

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 Design Engineering Services in accordance with MMSD funding agreement between Milwaukee Metropolitan Sewerage District (MMSD) and CLIENT M10005FR01, as described in CONTRACTOR's proposal to CLIENT dated January 31, 2023, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at CONTRACTOR's standard billing rates with a not-to-exceed budget of **\$226,440**, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of **\$226,440**. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Mustafa Emir, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

D. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
E. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of February 8, 2023.

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS


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

XII. CONTROLLING TERMS AND PROVISIONS


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

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

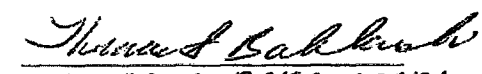
CITY OF FRANKLIN

BY: 
Stephen R. Olson, Mayor

DATE: 2/8/23

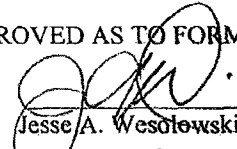
BY: 
Karen L. Kastenson, City Clerk

DATE: 2-8-23

BY: 
THOMAS S. BAKALARSKI
Director of Finance and Treasurer
INTERIM CITY COMPTROLLER / TREASURER

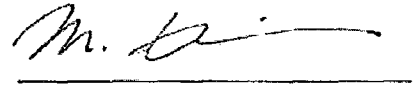
DATE: 2/8/23

APPROVED AS TO FORM:


Jesse A. Wesolowski, City Attorney

DATE: 2/9/23

CLARK DIETZ INC.

BY: 
Mustafa Emir, PhD, PE, EVP

DATE: February 1, 2023

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS & RECOMMENDATIONS	An Ordinance to amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the TID #4 Fund to Provide Additional \$2,056,807 Appropriations for the Final Distribution of Remaining Funds to All Applicable Taxing Jurisdictions	ITEM NUMBER M.23

BACKGROUND

On April 3, 2023, A Resolution terminating Tax Incremental Finance District #4 was presented to the Common Council and approved through Resolution #2023-7968. At the time of the 2024 Budget creation, the Final TID #4 Financial Audit had not been performed and the final distribution of fund amounts were not yet determined. The formal process required to officially close TID #4 has been completed and the final audit has been completed. A formal budget amendment is needed to provide appropriations and allow for the remaining funds to be distributed.

FISCAL NOTE

All remaining funds will be distributed back to the affected taxing entities per the following schedule:

Jurisdiction	Apportioned Levy	Percentage	TID #4 Increment Return
Oak Creek-Franklin School District	\$8,133,399.94	12.7601%	\$262,449.73
Milwaukee Area Technical College	\$4,985,846.92	7.8220%	\$160,884.03
Milwaukee County	\$19,518,721.89	30.6219%	\$629,832.95
Milwaukee Metro Sewerage District	\$7,652,575.43	12.0057%	\$246,934.42
City of Franklin	\$23,450,500.00	36.7903%	\$756,704.14
Total	\$63,741,044.18		\$2,056,805.27

RECOMMENDATION

Authorize or deny the budget amendment. Per the Tax Incremental Financing Manual: “The municipality must return the excess increments to the overlying taxing jurisdictions in proportion to the amounts that belong to each taxing jurisdiction.”

The GL Numbers for the budget amendment are as follows:

49-0641-5219	Increase	\$262,449.73
49-0641-5219	Increase	\$160,884.03
49-0641-5219	Increase	\$629,832.95
49-0641-5219	Increase	\$246,934.42
49-0000-5589	Increase	\$756,704.14

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2024-_____, an Ordinance Adopting the 2024 Annual Budget for the TID #4 Fund to Provide Additional \$2,056,807 Appropriations for the Final Distribution of Remaining Funds to All Applicable Taxing Jurisdictions.

Roll Call Vote Required.

Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE TID #4 FUND TO PROVIDE ADDITIONAL \$2,056,807 APPROPRIATIONS FOR THE FINAL DISTRIBUTION OF REMAINING FUNDS TO ALL APPLICABLE TAXING JURISDICTIONS

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget did not appropriate funds for the TID #4 closure distribution of all remaining funds; and

WHEREAS, the final financial audit of TID#4 has been completed and the final distribution amount has been determined; and

WHEREAS, a budget amendment is needed to support a \$2,056,807 appropriation in the TID #4 Fund for this project; and

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

Section 1 That the 2024 TID #4 Fund Budget be amended as follows:

TID #4 Fund

0641	Oak Creek-Franklin School District	Increase	\$262,449.73
0641	Milwaukee Area Technical College	Increase	\$160,884.03
0641	Milwaukee County	Increase	\$629,832.95
0641	Milwaukee Metro Sewerage District	Increase	\$246,934.42
0000	Transfer to Other City Funds	Increase	\$756,704.14

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

12/31/2023

TAX YEAR / COLLECTION YEAR	TAX INCREMENT VALUE	TIF (TAX) RATE	ANNUAL TIF INCREMENT AMOUNT	PILOT	EXEMPT COMPUTER AID	EXEMPT PERS AID	EXEMPT PROP AID	INTEREST ON INVESTMENT S - GAINS/LOSS ES	OTHER REVENUES	DEBT SERVICE - INTERST	OTHER EXPENSES	NEW BORROWING RANTS	OTHER RANTS	END OF YEAR FUND BALANCE	Fund Balance Net of Outstanding Debt
2004/2005			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,407.82	\$ -	\$ 47,553.13	\$ 214,313.45			\$ (222,458.76)	
2005/2006	Base Value		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,860.39	\$ -	\$ 129,485.13	\$ 695,077.66			\$ (929,161.16)	
2006/2007			\$ 17,701.53	\$ -	\$ 4,884.00	\$ -	\$ -	\$ 28,754.00	\$ 294,196.00	\$ 116,893.00	\$ 3,575,742.00			\$ (4,276,260.63)	
2007/2008			\$ 236,803.13	\$ -	\$ 6,862.00	\$ -	\$ -	\$ 9,354.09	\$ 34,336.54	\$ 187,046.33	\$ 439,832.37			\$ (4,615,783.57)	
2008/2009			\$ 12,611.46	\$ 70,255.34	\$ 5,474.00	\$ -	\$ -	\$ 9,208.71	\$ (14,072.66)	\$ 223,923.50	\$ 557,723.43			\$ (5,104,953.65)	
2009/2010			\$ 1,268,429.94	\$ 78,217.00	\$ 3,254.00	\$ -	\$ -	\$ 5,120.35	\$ -	\$ 186,645.74	\$ 60,852.80			\$ (4,009,430.90)	
2010/2011			\$ 836,102.91	\$ -	\$ 59,197.00	\$ -	\$ -	\$ 5,849.12	\$ -	\$ 174,163.53	\$ 380,766.86			\$ (3,663,212.26)	
2011/2012			\$ 909,841.24	\$ -	\$ 57,003.00	\$ -	\$ -	\$ 3,799.68	\$ -	\$ 144,248.17	\$ 13,686.50			\$ (2,850,503.01)	
2012/2013			\$ 815,922.79	\$ 46,373.59	\$ 46,504.00	\$ -	\$ -	\$ (3,255.35)	\$ -	\$ 101,797.00	\$ 12,122.88			\$ (2,058,877.86)	
2013/2014			\$ 954,727.07	\$ 18,000.65	\$ 24,620.00	\$ -	\$ -	\$ 905.71	\$ -	\$ 59,904.00	\$ 93,344.87			\$ (1,213,873.30)	
2014/2015			\$ 1,009,059.82	\$ 92,021.05	\$ 19,631.00	\$ -	\$ -	\$ 404.18	\$ -	\$ 14,695.00	\$ 30,765.10			\$ (138,217.35)	
2015/2016			\$ 1,289,708.53	\$ 91,206.00	\$ 18,043.00	\$ -	\$ -	\$ (5,034.53)	\$ -	\$ 920.00	\$ 12,504.75			\$ 1,242,260.90	
2016/2017			\$ 1,013,892.17	\$ 148,173.45	\$ 15,960.00	\$ -	\$ -	\$ 18,282.83	\$ -	\$ -	\$ 32,591.15			\$ 2,405,998.20	
2017/2018			\$ 1,059,412.67	\$ 132,871.59	\$ 16,184.61	\$ -	\$ -	\$ 56,083.33	\$ -	\$ -	\$ 579,102.52			\$ 3,091,457.88	
2018/2019			\$ 1,011,223.94	\$ 121,758.86	\$ 16,586.52	\$ 4,827.26	\$ -	\$ 118,138.06	\$ -	\$ -	\$ 296,053.77			\$ 4,067,938.75	
2019/2020			\$ 1,138,802.10	\$ 73,889.47	\$ 16,586.52	\$ 37,144.91	\$ -	\$ 73,020.00	\$ -	\$ -	\$ 6,927,806.79			\$ (1,520,425.04)	
2020/2021			\$ 1,160,641.69	\$ 58,830.33	\$ 16,586.52	\$ 69,462.56	\$ -	\$ 1,698.00	\$ -	\$ 23,750.00	\$ 223,431.78			\$ (460,387.72)	
2021/2022			\$ 1,256,922.50	\$ -	\$ 16,586.52	\$ 37,144.91	\$ -	\$ 12,286.00	\$ 4,352.27	\$ 9,375.00	\$ 18,718.23			\$ 838,811.25	
2022/2023	Closure		\$ 1,126,690.59	\$ -	\$ 16,586.52	\$ 37,144.91	\$ -	\$ 42,322.00	\$ -	\$ -	\$ 4,750.00			\$ 2,056,805.27	
			\$ 15,327,494.08	\$ 931,597.33	\$ 360,559.21	\$ 185,724.55	\$ 534,204.39	\$ 318,812.15	\$ 1,432,399.53	\$ 14,169,186.91					

City of Franklin 2023 Tax Increment Calculation 12/31/2023			TID #4 Increment Return
Jurisdiction	Apportioned Levy	%	
Schools			
Franklin	36,465,542.00		
Oak Creek	8,133,399.94	12.7601%	262,449.73
Whitnail	2,545,799.37		
Total Schools	47,144,741.31		
MATC	4,965,846.92	7.8220%	160,884.03
County	19,518,721.89	30.6219%	629,832.95
MMSD	7,652,575.43	12.0057%	246,934.42
City	23,450,500.00	36.7903%	756,704.14
Total	63,741,044.18		2,056,805.27

\$ 2,056,805.27

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 4-3-24
REPORTS & RECOMMENDATIONS	An Ordinance to Amend the Municipal Code Section 207-12 to Require Easements for Water Service Pipes with a Diameter of 6 Inches and Larger	ITEM NO. All Districts M. 24.

BACKGROUND

On March 4, 2024, Common Council discussed a change in policy to water services and hydrants after a recommendation from the Board of Water Commissioners. The change to the easement template language was approved on March 19, 2024. This Council Action is to add the requirement for an easement to the Municipal Code.

ANALYSIS

After consultation with the Director of Inspection Services, it is agreed that Section 207-12 Service Pipes is the appropriate section to add this requirement. The added paragraph F adds language to compliment the new water easement template language.

§ 207-12 Service pipes.

- A. Installation. All service pipes from the mains to the premises served shall be installed by, and at the cost of, the owner of the property to be served or the applicant for the service. Such installation shall be under the inspection of the Plumbing Inspector.*
- B. Pipes. No service shall be installed unless it conforms to specifications drawn up by the Council and approved thereby, a copy of which specifications shall be kept on file by the City Engineer and shall be open to inspection by any person interested.*
- C. Repairs. All repairs for service pipes and plumbing systems of buildings shall be made by and at the expense of the owners of the premises served. The City may, in case of an emergency, repair any service pipes, and if this is done, the cost of such repair work shall be repaid to the City by the owner of the premises served.*
- D. Excavations. Excavations for installing service pipes or repairing the same shall be made in compliance with the ordinance provisions relating to making excavations in streets.*
- E. Shutoff boxes. Shutoff boxes shall be located at the place determined by the Director of Public Works. Such boxes shall be located so that they are easily accessible and shall be protected from frost.*
- F. Ownership of water service pipes with a diameter of 6 inches and larger. All water service pipes with nominal diameter of 6 inches and larger approved for construction on, or after April 1, 2024 shall be dedicated to the Water Utility in a non-exclusive easement. The Water Utility shall have responsibility for maintenance of pipe, fittings, valves, hydrants and other water appurtenances only and all routine and emergency maintenance, repairs, or replacement shall be charged to the underlying owner(s) of the lands containing the easement. Costs shall be computed with actual City employee wages with benefits, materials used, rental equipment, and contractor invoices, if applicable. Payment for services are due within 30-days of invoice to Grantor and unpaid invoices are subject interest and penalties and past-due balances are also subject to adding to the annual tax bill for the subject parcels.**

OPTIONS

- A. Approve or deny the ordinance as presented. Or
- B. Approve the ordinance with modifications provided by the Common Council

FISCAL NOTE

The fiscal impact to the City / Water Utility is unknown but will be immense in that it shifts the entire cost of watermain maintenance and repairs from the Utility to the property owners.

RECOMMENDATIONS

(Option A) Adopt Ordinance 2024-_____ an ordinance to amend the Municipal Code Section 207-12 to require easements for water service pipes with a diameter of 6 inches and larger.

Engineering - GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE SECTION 207-12 TO
REQUIRE EASEMENTS FOR WATER SERVICE PIPES WITH A
DIAMETER OF 6 INCHES AND LARGER

WHEREAS, the Fire Department and the Board of Water Commissioners have recommended to the Common Council that it is in the best interest of public safety for the Water Utility to own, maintain and operate all pipe, fittings, valves, hydrants and other water appurtenances located on private lands available for fighting fires; and

WHEREAS, many other communities make dedication of “fire service lines” a requirement for developments; and

WHEREAS, the Water Utility needs to limit the financial liability for water systems not on public property; and

WHEREAS, on March 19, 2024, the Common Council made modifications to the water easement template to address the needs of the public safety and the financial concerns of the Water Utility.

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

SECTION I. Section 207-12 of the Municipal Code of the City of Franklin is hereby amended to add a paragraph F. as follows:

- F. Ownership of water service pipes with a diameter of 6 inches and larger. All water service pipes with nominal diameter of 6 inches and larger approved for construction on, or after April 1, 2024 shall be dedicated to the Water Utility in a non-exclusive easement. The Water Utility shall have responsibility for maintenance of pipe, fittings, valves, hydrants and other water appurtenances only and all routine and emergency maintenance, repairs, or replacement shall be charged to the underlying owner(s) of the lands containing the easement. Costs shall be computed with actual City employee wages with benefits, materials used, rental equipment, and contractor invoices, if applicable. Payment for services are due within 30-days of invoice to Grantor and unpaid invoices are subject interest and penalties and past-due balances are also subject to adding to the annual tax bill for the subject parcels.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3 rd , 2024
REPORTS & RECOMMENDATIONS	Results of the Department of Public Works Sale of Surplus Vehicles & Equipment	ITEM NUMBER M. 25.

The following are the results of the sale of Department of Public Works surplus equipment through Auction Associates on March 9th, 2024:

EQUIPMENT	AUCTION SALE PRICE
2011 Ford F-150, VIN #1FTNF1CF0BKD23899	\$5,600.00
Miller Welder	\$1,400.00
Millermatic 200 Welder	\$550.00
Plasma Cutter	\$1,200.00
Pneumatic Truck Jack	\$160.00
Anvil	\$210.00
Jack Stands (qty 6)	\$155.00
<i>Other Dept Vehicles:</i>	
2014 Ford Taurus, VIN #1FAHP2MK5EG121990 (Health Dept #411004 – rec'd from PD)	\$5,000.00
2014 Ford Taurus, VIN #1FAHP2MK9EG121989 (Planning Dept #001473 – rec'd from PD)	\$4,750.00
Sub-Total	\$19,025.00
Auction Fee/Commission	-\$2,012.75
Tow Away Fee	-\$75.00
Total	\$16,937.25

COUNCIL ACTION REQUESTED
This item is for Council review only, no action necessary.

Consignor Settlement: Spring Government Municipal Auction 2024

Auction Associates Inc.
W5066 County Road BE
Bonduel, WI 54107
Phone 920-748-3002

March 9, 2024

Consignor:
 City of Franklin
 Kevin Schlueter
 7979 West Ryan Road
 Franklin, Wisconsin 53132

Commission Settings:
 Calculate Commission By: Each
 Commission Structure Type: Sliding Scale

up to \$2000.00	13%
\$2,000.00-\$25,000.00	10%
Over \$25,000.00	8%

	UNIT PRICE	COMMISSION	TOTAL
2011 Ford F150 Vin# 1FTNF1CF0BKD23899 - #708	\$5,600.00	\$560.00	
2014 Ford Taurus Vin# 1FAHP2MK5EG121990 - health #411004	\$5,000.00	\$500.00	
2014 Ford Taurus VIN: 1FAHP2MK9EG121989 - Planning #1473	\$4,750.00	\$475.00	
Miller Welder	\$1,400.00	\$182.00	
Millermatic 200 Welder	\$550.00	\$71.50	
Plasma Cutter	\$1,200.00	\$156.00	
Pnuematic Truck Jack	\$160.00	\$20.80	
Anvil	\$210.00	\$27.30	
Jack Stands (6)	\$155.00	\$20.15	
Tow Away Fee	\$75.00		

Total Invoice Sale Price:	19,025.00
Total Commission:	2,012.75
Tow Away Fee	75.00
Total Due To Consignor:	16,937.25

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the ARPA Fund to Re-Appropriate the Transfer of \$85,000 from the Capital Improvement Fund to the Sanitary Sewer Fund and Provide \$85,000 Appropriations in the Sanitary Sewer Fund to Support the Design of the DPW Campus Utilities	ITEM NUMBER M. 26.

BACKGROUND

The City of Franklin was awarded \$3,748,286 in American Rescue Plan (ARPA) Fund monies from the pandemic. The Common Council had approved two projects for use of the ARPA funds. One project was the fiber optic network project and the other project was a city-wide new phone system project. In most recent meetings, the Common Council has approved Water Utility, Sewer Utility and Building Improvement Projects for the remaining use of the ARPA Funds.

On March 19, 2024, the Common Council authorized a resolution to enter into an agreement with Foth Infrastructure and Environment, LLC for the design of the DPW Campus Utilities in the vicinity of S. 80th Street, S. 76th Street, and W. Ryan Road for \$85,000.00.

FISCAL NOTE

Authorize or deny the budget amendment. The approval of this budget amendment leaves a lower allowable amount of unallocated ARPA funding to be used for the building improvements project with Johnson Controls.

The GL Numbers for the budget amendment are as follows:

14-0000-5597	Transfer to Capital Improvement – Fund 46	Decrease	\$85,000
14-0000-5596	Transfer to Sanitary Sewer Fund – Fund 61	Increase	\$85,000
61-0000-4830	Transfer from Other Funds – Fund 14	Increase	\$85,000
61-0731-5826.7636	Sanitary Sewer Construction – DPW Utilities	Increase	\$85,000

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2024-_____, an Ordinance Adopting the 2024 Annual Budget for the ARPA Fund to Re-Appropriate the Transfer of \$85,000 from the Capital Improvement Fund to the Sanitary Sewer Fund and Provide \$85,000 Appropriations in the Sanitary Sewer Fund to Support the Design of the DPW Campus Utilities.

Roll Call Vote Required.

Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE ARPA FUND TO RE-APPROPRIATE THE TRANSFER OF \$85,000 FROM THE CAPITAL IMPROVEMENT FUND TO SANITARY SEWER FUND AND PROVIDE \$85,000 APPROPRIATIONS IN THE SANITARY SEWER FUND TO SUPPORT THE DESIGN OF THE DPW CAMPUS UTILITIES

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget did not appropriate the remaining ARPA funds to any specific project as it was unknown at the time of the 2024 budget adoption; and

WHEREAS, a budget amendment is needed to re-appropriate funds to the Sanitary Sewer Fund totaling \$85,000 that the ARPA Fund anticipated transferring to the Capital Improvement Fund; and

WHEREAS, a budget amendment is needed to support a \$85,000 appropriation in the Sanitary Sewer Fund for the design of the DPW Campus Utilities project approved by the Common Council on March 19, 2024; and

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

Section 1 That the 2024 ARPA Fund Budget be amended as follows:

ARPA Fund

0000	Transfer to Capital Improvement – Fund 46	Decrease	\$85,000
0000	Transfer to Sanitary Sewer Fund – Fund 61	Increase	\$85,000

Section 2 That the 2024 Sanitary Sewer Fund Budget be amended as follows:

Sanitary Sewer Fund

0000	Transfers In From Other Funds – Fund 14	Increase	\$85,000
0731	Sanitary Sewer Construction – DPW Utilities	Increase	\$85,000

Section 3 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 4 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 5 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ___ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL	COMMITTEE OF THE WHOLE DISCUSSION	MTG DATE 3-11-24
REPORTS & RECOMMENDATIONS	A Resolution to Enter Into an Agreement with Foth Infrastructure and Environment, LLC For the Design of the DPW Campus Utilities in the Vicinity of S. 80 th Street, S. 76 th Street, and W. Ryan Road for [\$55,000] [\$85,000]	ITEM NO. Ald Dist. 1 M.16.

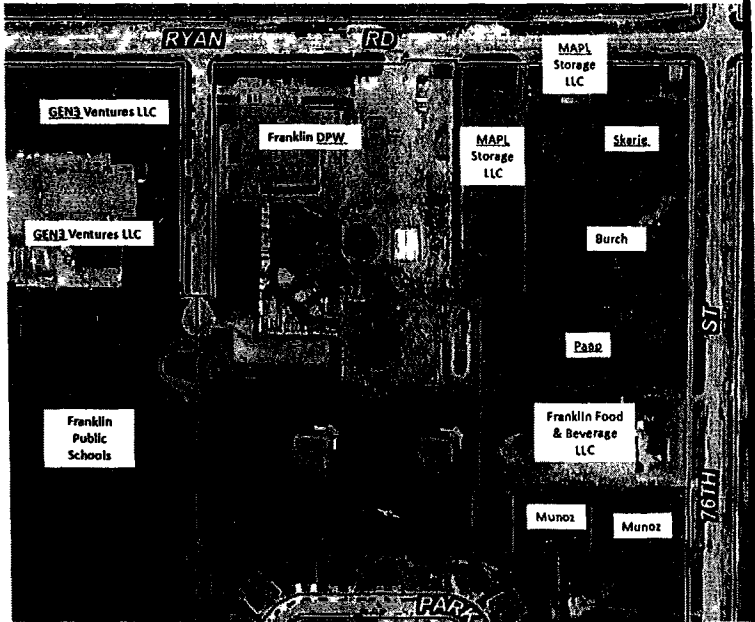
BACKGROUND

On March 4, 2024, Common Council moved to use excess American Rescue Plan Act (ARPA) funds for utility projects in the vicinity of S. 80th Street, S. 76th Street and W Ryan Road. The discussion also included the possibility of extending a sanitary sewer to the far reaches of the southwest corner of S. 76th Street and W. Ryan Road and staff was instructed to visit with the affected property owners concerning this option.

This council action is for the design of the discussed project.

ANALYSIS

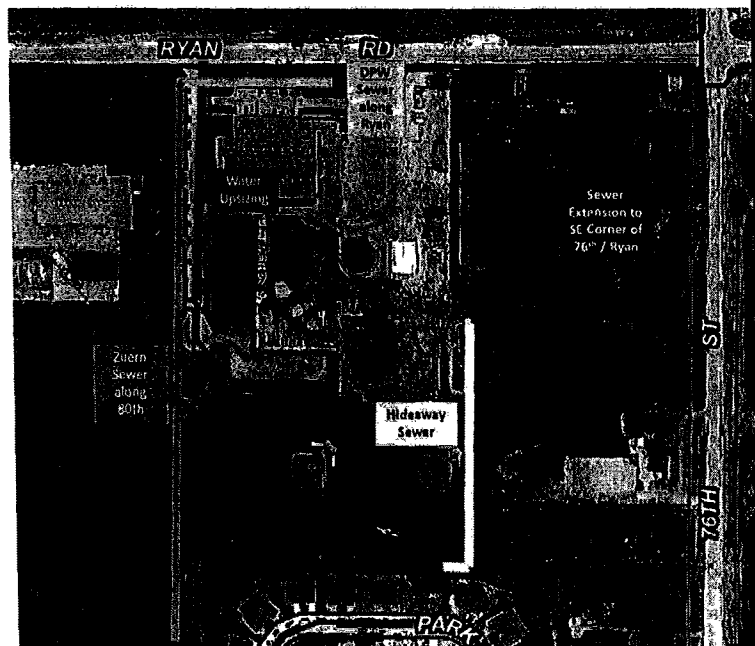
Since March 4, 2024, Staff met with four property owners to discuss the extension of the sanitary sewer. Staff met with the Paap, Burch, Skarie, and MAPL Storage property owners and all are acceptable to this project, although unlikely that any will choose to connect at this time. All properties were notified of the intent to assess a portion of the project (thanks to allocation of ARPA funds), yet each property would receive a deferment until the property connected to the sanitary sewer. In addition, no on-site septic disposal permit, repair, replacement or septic holding tank would be permitted for these properties. Should an on-site system fail, connection to the sanitary sewer extension would be required and payment(s) for the assessment would commence.



Foth is a qualified civil engineering firm that has performed other utility design projects for the City and is the only firm of this type that has an office, let alone headquarters, within the City of Franklin. Staff is comfortable with Foth's engineering staff and has reviewed the scope and fee for this work and find it to be reasonable.

Foth has been asked to provide a scope and fee for two scenarios.

- 1. Provide design and bidding services for.
 - a. Watermain upsizing (blue) from 8-inch to 16-inch diameter along S. 80th Street



- b. DPW Sewer (orange) along W. Ryan Road to abandon the DPW sewage holding tank.
 - c. Zuern Sewer (green) along S. 80th Street to abandon the GEN3 Ventures (dba Zuern) sewage holding tank and connect to the existing sewer in the Park Circle development.
 - d. Hideaway Sewer (yellow) to serve the future DPW storage building, the Munoz residence/property, the Franklin Food & Beveridge (dba Hideaway Restaurant), Paap residence, and the MAPL Storage commercial property.
2. Provide design and bidding services for everything included in Scenario 1 plus:
 - a. Sewer Extension to the SE Corner of S. 76th Street and W. Ryan Road (red) to serve the Burch residence, the Skarie residence, and the MAPL Storage residential property.

Scenario 2 will undoubtedly cost more than Scenario 1. Should the available ARPA funds not fully cover a 50% assessment coverage, the funds can be used and participation might be less (for example, only 45% assessment coverage). Staff still needs to return to Common Council with a proposed ordinance that allows for the indefinite deferment for the sanitary sewer serving properties along S. 76th Street. Staff is planning to bid the Sewer Extension to the SE Corner of S. 76th Street and W. Ryan Road (red) as an alternate so the decision to construct/not construct could be made at the time of award for the construction.

Note that the contract for Foth includes a clause that is not in the standard template. Paragraph VII.B. allows for the Client (City) to hold the Contractor (Foth) harmless for negligence caused by the City. This follows a paragraph where Foth holds the City harmless for the same issues. This clause is not uncommon, but Staff asked for comment from the City's insurance carrier and received the response *"that if you can avoid having this language included it would be better for the City That said, I understand the argument that in fairness it should go both ways In the end it doesn't achieve a whole lot when both sides agree to indemnify each other for their sole negligence The legal and court system are already set up to do that Maybe see if it can be removed, but I wouldn't let it hold up the project if it is a big issue "*

The other change to the standard template is the Professional Liability (Errors and Omissions) is kept at \$2,000,000 but Foth requests "single limit" be changed to "per claim and in the aggregate." In summary, Staff has no issue with these changes for this and all future projects, but will keep the standard template as it is.

OPTIONS

1. Authorize Foth to complete design services for Scenario 1 (without properties at the southwest corner of 76th/Ryan).
2. Authorize Foth to complete design services for Scenario 2 (complete project with all properties). Remember that the decision to construct the sewer extension can be made at the time of awarding a construction bid.
3. Other direction to Staff.

FISCAL NOTE

The remaining ARPA funds of roughly \$2 million need to be encumbered by December 31, 2024 and spent by December 31, 2026. If not, any remaining funds will have to be paid back to the US Treasury. Future budget amendments may be needed based on the outcome of spending. It is anticipated that the entirety of this project can be constructed by the end of 2024.

The efforts to design Scenario 1 is expected to be \$50,000-\$55,000 and the efforts to design Scenario 2 is expected to be \$80,000-\$85,000.

The more exact fiscal impact to the City budget can be outlined when the project is bid.

A budget amendment is needed for this unplanned project.

RECOMMENDATIONS

(Option 2) Authorize Resolution 2024-_____, a resolution to enter into an agreement with Foth Infrastructure and Environment, LLC for the design of the DPW Campus Utilities in the vicinity of S. 80th Street, S. 76th Street, and W. Ryan Road for [\$55,000] [\$85,000]. And

Direct Staff to bid this project and return with a recommendation to award contract for construction in 2024. And

Direct Staff to return with a budget amendment in the amount of [\$55,000] [\$85,000] for the design of this project And

Direct Staff to return with an ordinance allowing indefinite deferment of sewer assessments for the properties along S. 76th Street.

Engineering - GEM

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 4-3-24</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Approval of Event Service Agreement with Service Sanitation for 2024 St. Martins Fair Portable Restroom/Handwash Facilities</p>	<p style="text-align: center;">ITEM NUMBER N 27.</p>

Service Sanitation has provided the required facilities in the past, along with cleaning services between the two days of the Fair. Attached is the Event Service Agreement in the amount of \$17,349.00. Funds are available in the St. Martins Fair Fund.

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

COUNCIL ACTION REQUESTED

Motion to approve the 2024 Event Service Agreement with Service Sanitation in the amount of \$17,349.00 with funding from the St. Martins Fair Fund, subject to review and approval by the City Attorney.

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, 2024, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Service Sanitation of Wisconsin, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 135 Blaine Street, Gary Indiana 46406.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide portable restroom facilities use services for the St. Martins Fair over and through the Labor Day weekend and Labor Day.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for providing portable restroom facilities, as described in CONTRACTOR's proposal to CLIENT dated March 27, 2024, annexed hereto and incorporated herein as Exhibit A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit

for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Exhibit A, with a not-to-exceed budget of \$17,349.00, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$17,349.00. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Maggie Poplar, Deputy City Clerk, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Becky Wilson, Account Manager, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

- A. Limit of General/Commercial Liability \$2,000,000

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

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of August 29, 2024.

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

SERVICE SANITATION WISCONSIN, INC.

BY: _____

BY: _____

PRINT NAME: John R. Nelson

PRINT NAME: _____

TITLE: Mayor

TITLE: _____

DATE: _____

DATE: _____

PRINT NAME: Shirley J. Roberts

TITLE: Director of Clerk Services-City Clerk

DATE: _____

BY: _____

PRINT NAME: Danielle Brown

TITLE: Director of Finance and Treasurer

DATE: _____

BY: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____

Exhibit A
(is annexed hereto)

3-27-24

EVENT SERVICE AGREEMENT

Billing Address
CITY OF FRANKLIN
9229 W LOOMIS RD
FRANKLIN, WI 53132

Service Address
ST MARTINS FAIR
ALONG W ST MARTINS RD
FRANKLIN, WI 53132

Customer #: 58 - 1272
Contact Name SHIRLEY ROBERTS
Phone (414) 425-7500

Qty:	Restroom Services	Rate:	Total:
Thursday, August 29, 2024			
		Work Order # 8774690	
130	DEL EVENT BASIC PORT REST		
9	DEL EVENT HANDICAP REST		
20	DEL EVENT HANDWASH		
9	DEL HAND SANI STAND		
> START DELIVERY THURSDAY			
(CAN FINISH UP BY SATURDAY AS			
THE EVENT OPENS SUNDAY)			
** CALL CONTACT ON THE WAY **			
** MUST CALL KEVIN AND MEET			
ONSITE BEFORE PLACING UNITS **			
CONTACT KEVIN 414 659 2719			
CONTACT WILL DIRECT PLACEMENT			
OF ALL EQUIPMENT			
** YOU MUST CONFIRM SPOTTING WITH			
KEVIN - DO NOT SKIP THIS STEP			
>> PLACEMENT MAP PENDING <<			
<hr/>			
Sunday, September 1, 2024		Work Order # 8774751	
** TOTAL EVENT BILLING **			
130	DEL EVENT BASIC PORT REST	\$79 00	\$10,270 00
9	DEL EVENT HANDICAP REST	\$140 00	\$1,260 00
20	DEL EVENT HANDWASH	\$79 00	\$1,580 00
9	DEL 4-STATION HS STAND	\$79 00	\$711 00
168	EXTRA SERVICE MONDAY	\$21 00	\$3,528 00

Qty: Restroom Services

Rate:

Total:

Monday, September 2, 2024

Work Order # 8774752

130 EVENT BASIC REST XTRA SVC
9 EVENT HANDICAP EXTRA SVC
20 EVENT HANDWASH EXTRA SVC
9 EX SVC 4-STATION HS STAND
*** SERVICE BY 6AM PLEASE ***
START SERVICING @ LOCATION 10
AND MOVE DOWN (9,8,7, ETC) FROM
THERE - MAIN EVENT STARTS @ 6AM
>> MAP PENDING <<
* THERE ARE GOING TO BE
CONCRETE BARRIERS IN PLACE
BUT YOU CAN DRIVE THROUGH
JUST ZIG ZAG THROUGH CAREFULLY *

Tuesday, September 3, 2024

Work Order # 8774753

130 RET EVENT BASIC RESTROOM
9 RET EVENT HANDICAP REST
20 RET EVENT HANDWASH
9 RET HAND SANI STAND
** PICKUP TUESDAY PLEASE **
>> MAP PENDING <<

Total For Event: \$17,349.00

Plus Applicable Sales Tax

Terms:

NET 30

Customer #:

58 - 1272

This Service Agreement is subject to Service Sanitation's Terms and Conditions which are fully incorporated herein.

RENTAL TERMS & CONDITIONS

1. ACCEPTANCE:

Customer shall be deemed to have accepted these terms and conditions upon oral acknowledgment signature, or other conduct indicating acceptance. Customer hereby acknowledges and agrees that these Terms and Conditions shall apply to all sites and all orders placed by the Customer at any time. Customer's consent and agreement to these Terms and Conditions may not be withdrawn or revoked except upon written notice to Service Sanitation Inc. (Company) at least thirty (30) days before the effective date of such revocation and such revocation of Customer's agreement to these Terms and Conditions shall only apply to future orders. These terms and conditions shall supersede any inconsistent terms of any purchase order or Customer documents.

2. COMPANY OBLIGATIONS.

The obligations of COMPANY shall include

- a. Supply the sanitation equipment (Equipment) listed in service agreement (Service Agreement) and provide the type of service plan stated within Service Agreement. The delivery dates are approximate and the Company shall have no liability for any failure or delay in making delivery or for failure to give notice of any such failure.
- b. Provide additional Equipment and service as requested by the Customer at Company's customary rates. Service schedule shall be determined by Company and is subject to change.
- c. Maintain Equipment in good working order under ordinary use. Company shall not be responsible for failure to render such maintenance due to causes beyond reasonable control of the Company.

3. CUSTOMER'S OBLIGATIONS:

The obligations of the CUSTOMER shall include

- a. Remit amounts due as indicated on Service Agreement and all subsequent amounts due not later than the terms indicated on associated invoices. Routed service pricing is subject to change without prior notice. Customer is responsible for all taxes however designated arising out of the provisions of services under this agreement including without limitations sales, use, transfer, privilege excise or other tax or duty.
- b. Retain absolute and sole control possession and custody of Equipment and return such Equipment to Company at end of the service period.
- c. Acknowledge that Company has no control over use of the Equipment by Customer. Customer should make no use of the Equipment for other than sanitation purposes. While Equipment is in Customer's possession Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials. In the event that such waste is found in the Equipment Customer shall arrange and pay for separate removal of such waste.
- d. Customer agrees to comply, at Customer's expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines.

4. LOCATION OF EQUIPMENT:

- a. Customer is responsible to exercise due diligence and care in the selection of the location designated for Equipment and to supervise the placement of such Equipment. Customer is responsible for any damages that accrue therefrom.
- b. Requests to relocate Equipment will be fulfilled by Company. Additional charges may apply. Company is not liable for damages associated with relocation of Equipment by Customer. In all cases, Customer is required to notify Company in advance of Equipment relocation.
- c. Customer is responsible for ensuring Equipment is available or accessible for servicing or maintenance at ground level without hazard to Company, its agents, employees or Equipment. If Company is unable to service units due to Customer's failure to make them accessible, Customer is responsible for any damages that accrue therefrom. Customer will be charged for a service rate in addition to any extra service call resulting thereof.

5. POWER & WATER SOURCES FOR RESTROOM TRAILERS/WATER SYSTEMS :

With regard to restroom trailer or Pro-Flush water system service, Customer shall provide appropriate power and/or water source as indicated on Service Agreement at service site in advance of delivery. Customer is responsible for maintaining the availability of power and water resources and monitoring such throughout the duration of the service period. Failure to provide and maintain resources may result in additional time and materials charges, delayed delivery and/or subsequent damages for which Customer accepts full responsibility.

6. LIMIT OF SERVICE SANITATION'S LIABILITY:

Service Sanitation's aggregate liability under this agreement shall not exceed the amounts paid to Service Sanitation in connection with agreement.

INITIAL:

7. DAMAGED OR LOST EQUIPMENT-

- a. Customer acknowledges that he has had an opportunity to personally inspect the sanitation Equipment, finds it suitable for his needs and in good condition, and that he understands its proper use.
- b. Customer must notify the Company immediately and discontinue use of the Equipment if the units become unsafe or in disrepair for any reason. Company is not responsible for any incidental or consequential damages caused by delays or otherwise.
- c. No alterations to Equipment permitted unless approved by Company in writing.
- d. Customer agrees to pay for any damage to or loss of the goods as an insurer regardless of the cause except reasonable wear and tear, while Equipment is out of the possession of the Company. The cost of the repairs will be borne by the Customer whether performed by the Company or at the Company's option by others. Equipment damaged beyond repair will be invoiced at replacement cost. Customer agrees to accept Company's decision regarding reparability.

8. WARRANTIES:

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. There is no warranty that the Equipment is suited for Customer's use or that it is free from defects.

9. HOLD HARMLESS:

Customer agrees to assume the risks associated with use of Company Equipment and services. Customer further agrees to hold Company harmless for any and all claims or lawsuits associated with service or Equipment including claims against Customer by a third party, except as may result from sole negligence or willful misconduct of company. Company shall not be liable for any property damage, personal injury, loss of profits, interruptions of business, out-of-pocket expenses or any direct, indirect, special, consequential, punitive, exemplary, or incidental damage however caused, whether based on contract, tort, strict liability warranty or any other basis arising out of, or connected with this agreement, or the use of any service furnished hereunder.

10. INDEMNITY:

Customer agrees to indemnify and reimburse Company for any and all claims, damages, or liabilities of any kind arising out of the use of the Equipment by Customer, Customer's agents or any third party except for claims, damages, or liabilities arising from Company's negligence, and Customer further agrees to indemnify and reimburse Company for any and all claims, damages, or liabilities arising out of any breach of this contract by Customer.

11. DURATION AND CANCELLATION:

No pro-rata adjustment is made for partial use. Unless agreed upon in writing or unless specific retrieval date is listed on the Service Agreement, the minimum billing period is 4 weeks. A delivery must be cancelled in writing at least 24 hours in advance to avoid a cancellation fee. Deliveries cancelled with less than 24 hour notice and deliveries cancelled on arrival will be charged full amount listed on service agreement. Deposits remitted for restroom trailers will be forfeited unless written notification of cancellation is provided 30 days prior to delivery date.

12. LATE PAYMENT / COLLECTION COSTS:

All charges are payable in full with no privilege to pay in installments. Past due amounts are subject to 18% APR. Customer is also obligated to reimburse Company for all costs/expenses incurred in the collection of fees for service, including without limitation, collection, attorneys' fees and court costs.

13. DEFAULT:

If the Customer fails to pay any service payment or other charge due, perform any of its other obligations, Company without notice shall have the right to terminate the agreement immediately to take possession of any or all of its property without any legal process, to enter Customer's premises to take such possession or pursue any other remedy at law or equity. All such remedies shall be cumulative and may be exercised concurrently.

14. NONWAIVER & SEVERABILITY:

No provision of this contract can be waived except by the written consent of Company. Failure by Company to enforce any provision shall not constitute waiver of provision. The provisions of this agreement shall be severable so that invalidity, unenforceability or waiver of any provision(s) shall not affect remaining provisions.

15. GOVERNING LAW:

This agreement shall be governed by the laws of the State of Illinois.

WHAT IS A DAMAGE WAIVER?

The damage waiver was designed to provide extra financial protection and peace of mind in the event of accidental damage to our equipment during a typical rental period. The damage waiver also protects renters from vandalism, graffiti or complete unit destruction.

HOW DOES IT WORK?

In an effort to protect you, the damage waiver will be added to all new routed orders. Special event customers will also be given the option to add the damage waiver by selecting "I accept" below. Customers choosing to opt-out of the damage waiver must select "I do not accept" below.

DAMAGE WAIVER TERMS:

- a. Unless damage waiver provision is declined, Company agrees, in consideration of an additional charge, to modify responsibilities of the Customer detailed in paragraph 7 regarding Equipment damaged, destroyed, lost or stolen while in the Customer's possession or control. In consideration of damage waiver fee and unit replacement schedule listed below, Customer is responsible for a portion unit replacement cost in case of damage to, destruction of, or theft of the units with the exception of damage or loss due to Customer's neglect or misuse. Damage waiver fees are assessed as a one-time charge for events and as a recurring charge per billing period for routed Equipment.

FEES

Unit Type	Basic	Standard	Deluxe	Handicap	ADA	Handwash	Sani-Stand
WAIVER FEE (PER UNIT)	\$10	\$20	\$20	\$20	\$20	\$20	\$20
DISCOUNTED REPLACEMENT	\$150	\$200	\$200	\$200	\$250	\$150	\$100
TOTAL REPLACEMENT	\$650	\$850	\$1,400	\$1,500	\$1,800	\$800	\$300

- b. Damage waiver provision is not available on Pro-Flush water systems or restroom trailers.
- c. In order for damage waiver to be effective and as a condition thereto, Customer agrees that he/she shall report all loss and/or damage to the police department, obtain a copy of the police report issued and deliver such report to Company within 14 days of the date of loss or damage.
- d. Notwithstanding the foregoing, Customer agrees that this damage waiver provision shall not relieve Customer of its obligation to obtain and maintain public liability insurance.

Please select ONE of the following options.

New Delivery Date

New Pick-up Date

I ACCEPT the Damage Waiver

I DECLINE the Damage Waiver

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF ACCEPTING ON BEHALF OF AN ORGANIZATION, I CERTIFY THAT I AM AN AUTHORIZED SIGNATORY FOR SAID COMPANY.

Signature _____

First Name _____ LastName: _____

Company Name _____

Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2023

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

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

PRODUCER RBN & Associates, Inc 303 E Wacker Dr Ste 650 Chicago IL 60601	CONTACT NAME Telisa Gibson	
	PHONE (A/C, No, Ext) 312-856-9400	FAX (A/C, No) 312-856-9425
E-MAIL ADDRESS tgibson@rbninsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Service Sanitation, Inc 135 Blaine Street Gary IN 46406	HOMEDIS-01	INSURER A Nautilus Insurance Company 17370
		INSURER B Hartford Fire Insurance Co 19682
		INSURER C Trumbull Insurance Company 27120
		INSURER D National Fire & Marine Ins Co
		INSURER E INSURER F

COVERAGES

CERTIFICATE NUMBER: 1804346039

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		GSP2019193-17	9/1/2023	9/1/2024	EACH OCCURRENCE	\$ 2 000 000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100 000
							MED EXP (Any one person)	\$ 10 000
							PERSONAL & ADV INJURY	\$ 2 000 000
							GENERAL AGGREGATE	\$ 2 000 000
							PRODUCTS - COMP/OP AGG	\$ 2 000 000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83CSES11201	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 3 000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			42-UMO-308648-05	9/1/2023	9/1/2024	EACH OCCURRENCE	\$ 5 000 000
							AGGREGATE	\$ 5 000 000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WNS11203	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E L EACH ACCIDENT	\$ 1 000 000
							E L DISEASE - EA EMPLOYEE	\$ 1 000 000
							E L DISEASE - POLICY LIMIT	\$ 1 000,000
A	Pollution Liab			GSP2019193-17	9/1/2023	9/1/2024	Limit	2 000 000

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

RE St Martins Fair August 31st-Sept 5th, 2023

City of Franklin, is listed as additional insured with respect to the General Liability as required by written contract or agreement 30 Days Notice of Cancellation

Internal Use only Customer #58-1272

CERTIFICATE HOLDER**CANCELLATION**
 City of Franklin
 9229 W Loomis Road
 Franklin WI 53132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY RBN Insurance Services		NAMED INSURED Homewood Disposal Service, Inc 1501 175th St Homewood, IL 60430	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**NAMED INSURED INCLUDES:
Homewood Disposal Services; DBA: Star Disposal; Star Investments; Star Disposal of Indiana; Kankakee/A&J Disposal; Kankakee Sanitary; Action Industries; A&J Disposal; At Your Disposal; Nu Way Disposal Inc.; Tinley Park Disposal; Heartland Disposal of Illinois, and Illinois Central Disposal.**

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE DONATIONS FUND TO PROVIDE \$1,338.77 OF FURNITURE/FIXTURE APPROPRIATIONS FOR THE DONATION AND INSTALLATION OF THE COMMUNITY BENCH AT THE SENIOR CENTER	ITEM NUMBER M 28.

Background

On February 21, 2024, the Common Council motioned to accept the donation of a bench in memory of Frank and Mildred Lisowicz to be located near the main entrance to the Franklin City Hall Community Room.

Donations have been accepted by Karen Murawski and Daniel Trampe March 21, 2024.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to provide appropriations to purchase the community bench and bench plaque in memory of Frank and Mildred Lisowicz.

Fiscal Note

The City of Franklin has agreed to purchase and install the bench near the entrance to the Franklin City Hall Community Room using the donated funds from March 21, 2024. The total amount being appropriated for the purchase is \$1,338.77. The amount donated by Karen Murawski and Daniel Trampe is \$1,338.77, thus the City of Franklin is not impacted financially.

The GL Numbers associated with this amendment are:

Donations Fund – Fund 28

28-0000-4729	Donations – Other Departments	Increase	\$1,338.77
28-0181-5812	Furniture/Fixtures	Increase	\$1,338.77

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2024-_____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the Donations Fund to Provide \$1,338.77 of Furniture/Fixture Appropriations for the Donation and Installation of the Community Bench at the Senior Center.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE DONATIONS FUND TO PROVIDE \$1,338.77 OF FURNITURE/FIXTURE APPROPRIATIONS FOR THE DONATION AND INSTALLATION OF THE COMMUNITY BENCH AT THE SENIOR CENTER

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget did not appropriate furniture and fixture appropriations for a community bench to be installed at the entrance of the Senior Center located in Franklin City Hall; and

WHEREAS, a budget amendment is needed to support a \$1,338.77 appropriation in the Donation Fund for purchase and installation of the community bench; and

WHEREAS, the City of Franklin 2024 Adopted Budget will not be financially impacted as the City of Franklin received two donations for this purchase totaling the payable amount; and

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

Section 1 That the 2024 Donation Fund Budget be amended as follows:

Donations Fund

0000	Donations	Other Department	Increase	\$1,338.77
0181	City Buildings	Furniture/Fixtures	Increase	\$1,338.77

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS & RECOMMENDATIONS	REQUEST TO MAKE 2024 SCHEDULED MUNICIPAL REVENUE OBLIGATION PAYMENT TO VELO VILLAGE APARTMENTS	ITEM NUMBER M.29.

Background

On April 6, 2020, Resolution 2020-7611 authorized the issuance of a \$14.952 million Municipal Revenue Obligation to Velo Village Apartments, LLC. The MRO was issued to the Developer after commencement of the construction of the 265-unit five building apartment complex located at 7125, 7165, 7195, 7235 and 7250 Ballpark Dr.

The MRO payments are to come from Tax Increment in TID 7. The MRO is non-interest bearing.

For 2024, the MRO payment amounts to \$816,000. After the MRO payment, the MRO would have a balance due of \$12,912,000.

In 2019, the City of Franklin borrowed \$2,060,000 for Infrastructure in TID 7 and borrowed \$4.5 million (the “City Loan”) in a TID 7 mortgage. As of 1/1/24, there is still outstanding principal and interest payments totaling \$5,970,905.

Part of the MRO agreement states, “All Tax Increment and all payments made on the City Loan shall be applied (with the City Loan payments being applied first, prior to any Tax Increment) in the following order of priority until each of the following is paid in full:

1. Payment of principal and interest on the GO Bonds issues to fund the City Payment as set forth on Exhibit C
2. Payment of the TIF Administration Fee (\$15,000) as set forth on Exhibit C, as well as the reimbursement to the City for the City’s share of the appraiser for the Put, and for the arbitrator, both of which are expressly to be reimbursed from the District as an additional administrative cost under this Agreement
3. Payment of any amounts due to the City under the Note which have not been timely made by the Developer in breach of the Loan Documents
4. Payment of principal on the MRO
5. Payment of any amounts due in any prior year on the MRO, but not paid (and shall not bear interest)”

Analysis

Initial TID projections from Ehlers in 2019 projected significantly higher generations of Tax Increment. In 2019, the 2023 tax rate was projected to be \$23.34 with a total tax increment amount of \$989,592. Current conditions in 2023 generated the tax rate to be \$17.27 with a total tax increment amount of \$722,392. Municipalities throughout the State of Wisconsin have seen a dramatic tax rate decrease in the last 3-5 years. This is mostly attributed to limited property tax increases (due to additional funding for property tax credits and tight statutory fiscal controls on local governments). After debt service payments are paid and TID Administration Costs are reduced, the total net Available Tax Increment to apply to the MRO is \$481,512. That is significantly less than the required \$816,000 MRO payment per the agreement and schedule.

In 2021 & 2022, Velo Village Apartments, LLC repaid the City Loan in a total of \$4.5 million. Per the agreement, payments made on the City Loan shall be applied to the MRO. Previous administration used repayment dollars towards the 2022 MRO payment. In 2023, the City did the same.

I have provided a copy of the TID 7 future projections which shows that based on the current conditions, the City's ability to provide total MRO payments to Velo Village will end in 2029. 2029 is the final year that the City will use the repayment of City Loan dollars towards the MRO payment. 2030 and beyond, projections show that MRO payments will be limited to the tax increment generated, which will be less than the MRO payments due.

Ehlers projects that TID 7 will close in the 2040 Revenue Year.

Recommendation

Staff recommends payment of the MRO principal and provide a formal letter stating the challenges of future projected MRO payments.

The Director of Finance consulted with Quarles & Brady Attorney Doug Buck, who was key in the initial creation of TID 7, and his recommendation is the same as above.

Finance Committee was set to review this at their March 26, 2024 meeting, however, that meeting was cancelled due to a lack of quorum.

COUNCIL ACTION REQUESTED

Motion authorizing the scheduled \$816,000 MRO principal payment on April 3, 2024 and provide Velo Village Apartments, LLC with a formal letter stating the challenge of future projected MRO annual payments

Finance Dept - DB

City of Franklin, Wisconsin Tax Increment District # 7

Tax Increment Projection Worksheet

Type of District	Blighted Area
District Creation Date	May 23, 2019
Valuation Date	Jan 1, 2019
Max Life (Years)	27
Expenditure Period/Termination	22 5/23/2041
Extension Eligibility/Years	Yes
Recipient District	Yes

Base Value	1,477,432
Appreciation Factor	0.00%
Base Tax Rate	\$24.05
Rate Adjustment Factor	-1.00%
Tax Exempt Discount Rate	
Taxable Discount Rate	1.50%

Apply to Base Value

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation	
1	2019	16,406,319	2020	0	16,406,319	2021	\$24.05	394,615	388,783	
2	2020	23,795,881	2021	0	40,202,200	2022	\$23.81	957,299	1,351,913	
3	2021	2,200,000	2022	0	42,402,200	2023	\$23.57	999,588	2,351,502	
4	2022	0	2023	0	42,402,200	2024	\$23.34	989,592	3,341,094	
5	2023	0	2024	0	42,402,200	2025	\$23.10	979,696	4,320,791	
6	2024	0	2025	0	42,402,200	2026	\$22.87	969,900	5,290,690	
7	2025	0	2026	0	42,402,200	2027	\$22.65	960,201	6,250,891	
8	2026	0	2027	0	42,402,200	2028	\$22.42	950,599	7,201,489	
9	2027	0	2028	0	42,402,200	2029	\$22.19	941,093	8,142,582	
10	2028	0	2029	0	42,402,200	2030	\$21.97	931,682	9,074,263	
11	2029	0	2030	0	42,402,200	2031	\$21.75	922,365	9,996,628	
12	2030	0	2031	0	42,402,200	2032	\$21.54	913,141	10,909,769	
13	2031	0	2032	0	42,402,200	2033	\$21.32	904,010	11,813,779	
14	2032	0	2033	0	42,402,200	2034	\$21.11	894,970	12,708,749	
15	2033	0	2034	0	42,402,200	2035	\$20.90	886,020	13,594,769	
16	2034	0	2035	0	42,402,200	2036	\$20.69	877,160	14,471,928	
17	2035	0	2036	0	42,402,200	2037	\$20.48	868,388	15,340,316	
18	2036	0	2037	0	42,402,200	2038	\$20.27	859,704	16,200,021	
19	2037	0	2038	0	42,402,200	2039	\$20.07	851,107	17,051,128	
20	2038	0	2039	0	42,402,200	2040	\$19.87	842,596	17,893,724	
21	2039	0	2040	0	42,402,200	2041	\$19.67	834,170	18,727,894	
22	2040	0	2041	0	42,402,200	2042	\$19.48	825,828	19,553,723	
23	2041	0	2042	0	42,402,200	2043	\$19.28	817,570	20,371,293	
24	2042	0	2043	0	42,402,200	2044	\$19.09	809,394	21,180,687	
25	2043	0	2044	0	42,402,200	2045	\$18.90	801,301	21,981,988	
26	2044	0	2045	0	42,402,200	2046	\$18.71	793,288	22,775,275	
27	2045	0	2046	0	42,402,200	2047	\$18.52	785,355	23,560,630	
Totals							42,402,200	0	Future Value of Increment	23,560,630

Notes:
Actual results will vary depending on development, inflation of overall tax rates.
NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Version H Pre Sale



City of Franklin

Tax Increment District #7

Tax Increment Projection Worksheet

Type of District	Blighted Area		Base Value	7,495,500
District Creation Date	May 23, 2019		Appreciation Factor	1.00%
Valuation Date	Jan 1,	2019	Base Tax Rate	\$18.83
Max Life (Years)	27		Rate Adjustment Factor	-0.50%
Expenditure Period/Termination	22	5/23/2041		
Revenue Periods/Final Year	27	2047		
Extension Eligibility/Years	Yes	3		
Eligible Recipient District	Yes			

Construction	Year	Value Added	Valuation	Inflation	Total	Revenue Year	Tax Rate ¹	Tax Increment
			Year	Increment	Increment			
1	2019	533,300	2020		533,300	2021	\$21.37	11,911
2	2020	20,262,900	2021		20,796,200	2022	\$20.59	431,370
3	2021	18,088,700	2022		38,884,900	2023	\$18.83	732,130
4	2022	3,236,500	2023		42,121,400	2024	\$18.73	789,102
5	2023	0	2024	421,214	42,542,614	2025	\$18.64	793,008
6	2024	0	2025	425,426	42,968,040	2026	\$18.55	796,933
7	2025	0	2026	429,680	43,397,721	2027	\$18.45	800,878
8	2026	0	2027	433,977	43,831,698	2028	\$18.36	804,843
9	2027	0	2028	438,317	44,270,015	2029	\$18.27	808,827
10	2028	0	2029	442,700	44,712,715	2030	\$18.18	812,830
11	2029	0	2030	447,127	45,159,842	2031	\$18.09	816,854
12	2030	0	2031	451,598	45,611,440	2032	\$18.00	820,897
13	2031	0	2032	456,114	46,067,555	2033	\$17.91	824,961
14	2032	0	2033	460,676	46,528,230	2034	\$17.82	829,044
15	2033	0	2034	465,282	46,993,513	2035	\$17.73	833,148
16	2034	0	2035	469,935	47,463,448	2036	\$17.64	837,272
17	2035	0	2036	474,634	47,938,082	2037	\$17.55	841,417
18	2036	0	2037	479,381	48,417,463	2038	\$17.46	845,582
19	2037	0	2038	484,175	48,901,638	2039	\$17.38	849,767
20	2038	0	2039	489,016	49,390,654	2040	\$17.29	853,973
21	2039	0	2040	493,907	49,884,561	2041	\$17.20	858,201
22	2040	0	2041	498,846	50,383,406	2042	\$17.12	862,449
23	2041	0	2042	503,834	50,887,240	2043	\$17.03	866,718
24	2042	0	2043	508,872	51,396,113	2044	\$16.95	871,008
25	2043	0	2044	513,961	51,910,074	2045	\$16.86	875,320
26	2044	0	2045	519,101	52,429,175	2046	\$16.78	879,652
27	2045	0	2046	524,292	52,953,466	2047	\$16.69	884,007
Totals		42,121,400		10,832,066		Future Value of Increment		21,232,100

Notes:

¹Tax rate shown for 2023 and prior revenue years are actual per DOR Form PC-202 (Tax Increment Collection Worksheet).

City of Franklin

Tax Increment District #7

Tax Increment Projection Worksheet

Type of District		Blighted Area	
District Creation Date	May 23, 2019		
Valuation Date	Jan 1, 2019		
Max Life (Years)	27		
Expenditure Period/Termination	22	5/23/2041	
Revenue Periods/Final Year	27	2047	
Extension Eligibility/Years	Yes	3	
Eligible Recipient District	Yes		

Base Value	7,495,500
Appreciation Factor	1.00%
Base Tax Rate	\$17.27
Rate Adjustment Factor	-0.50%

TID closure year:

14,952,000

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment	TID Administration Fee	City Debt Service	Total Available	Required MRO Payments	Use of City Loan	Total MRO Payments
1	2019	533,300	2020	533,300	2021	\$21.37	11,911	88,435	266,877	(343,400.29)	459,000	-201,977	459,000
2	2020	20,262,900	2021	20,796,200	2022	\$20.59	425,128	15,000	153,105	257,023.00	459,000	-200,389	765,000
3	2021	18,088,700	2022	38,884,900	2023	\$18.83	734,216	15,000	154,605	564,611.00	765,000	-334,488	816,000
4	2022	3,236,500	2023	42,121,400	2024	\$17.27	722,392	15,000	225,880	481,512.00	816,000	-334,258	816,000
5	2023	-606,100	2024	41,936,514	2025	\$17.18	720,622	15,000	223,880	481,742.38	816,000	-334,258	816,000
6	2024	0	2025	42,355,879	2026	\$17.10	724,189	15,000	315,759	393,430.71	816,000	-422,569	816,000
7	2025	0	2026	42,359,438	2027	\$17.01	727,774	15,000	316,413	396,361.70	816,000	-419,638	816,000
8	2026	0	2027	43,207,232	2028	\$16.93	731,377	15,000	311,863	404,514.18	816,000	-411,486	816,000
9	2027	0	2028	43,639,305	2029	\$16.84	734,997	15,000	2,910,543	(2,190,945.51)	816,000	-2,175,195	0
10	2028	0	2029	44,075,698	2030	\$16.76	738,635	15,000	140,273	583,362.73	819,000	0	583,363
11	2029	0	2030	44,516,455	2031	\$16.67	742,291	15,000	137,723	589,568.97	720,000	0	589,569
12	2030	0	2031	44,961,619	2032	\$16.59	745,966	15,000	135,073	595,893.32	720,000	0	595,893
13	2031	0	2032	45,411,235	2033	\$16.51	749,658	15,000	206,316	528,342.10	720,000	0	528,342
14	2032	0	2033	45,865,348	2034	\$16.43	753,369	15,000	226,110	512,259.16	720,000	0	512,259
15	2033	0	2034	46,324,001	2035	\$16.34	757,098	15,000	269,748	472,350.83	720,000	0	472,351
16	2034	0	2035	46,787,241	2036	\$16.26	760,846	15,000	277,210	468,635.97	720,000	0	468,636
17	2035	0	2036	47,255,114	2037	\$16.18	764,612	15,000	274,118	475,494.66	720,000	0	475,495
18	2036	0	2037	47,727,665	2038	\$16.10	768,397	15,000	15,000	753,396.99	720,000	0	753,397
19	2037	0	2038	48,204,941	2039	\$16.02	772,201	15,000	15,000	757,200.55	720,000	0	757,201
20	2038	0	2039	48,686,991	2040	\$15.94	776,023	15,000	15,000	761,022.95	720,000	0	761,023
21	2039	0	2040	49,173,861	2041	\$15.86	779,864	15,000	15,000	764,865.41	720,000	0	764,865
22	2040	0	2041	49,665,599	2042	\$15.78	783,725	15,000	15,000	768,726.87	720,000	0	768,727
23	2041	0	2042	50,162,255	2043	\$15.70	787,604	15,000	15,000	772,588.33	720,000	0	772,588
24	2042	0	2043	50,663,878	2044	\$15.62	791,503	15,000	15,000	776,449.79	720,000	0	776,450
25	2043	0	2044	51,170,517	2045	\$15.54	795,421	15,000	15,000	780,311.25	720,000	0	780,311
26	2044	0	2045	51,682,222	2046	\$15.47	799,358	15,000	15,000	784,172.71	720,000	0	784,173
27	2045	0	2046	52,199,044	2047	\$15.39	803,315	15,000	15,000	788,034.17	720,000	0	788,034
Totals		41,515,300		10,683,744		Future Value of Increment	19,402,493	0	373,435	6,545,492	14,139,000	-4,500,000	11,801,528

Per agreement, different than 14,952,000 because MRO started 1 year late due to not enough increment generated the first year

¹Tax rate shown for 2024 and preceding revenue years is actual per DOR Form PC-202 (Tax Increment Collection Worksheet).

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 3, 2024
REPORTS AND RECOMMENDATIONS	Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER M. 30.

COUNCIL ACTION REQUESTED

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/3/2024
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of April 3, 2024.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of April 3, 2024.



License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
April 3, 2024 – 5:45 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 New	Angela Martinez Target Store T-2388			
Operator 2023-2024 New	Mandy Mayrand Swiss Street Pub & Grille			
Operator 2023-2024 New	April Ritter Country Lanes Bowling Center			
Operator 2023-2024 New	Charleen Zinda Target Store T-2388			
Operator 2024-2025 New	Ann Adamski Franklin Civic Celebration			
Operator 2024-2025 Renewal	John Bergner Franklin Civic Celebration			
Operator 2024-2025 Renewal	Daniel Crass Franklin Noon Lions			
Operator 2024-2025 Renewal	David Fifarek The Rock Sports Complex			
Operator 2024-2025 Renewal	Dennis Fons Franklin Noon Lions			
3.	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	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/3/2024
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated March 15, 2024 through March 28, 2024, Nos. 197217 through Nos. 197397 in the amount of \$ 3,620,968.54. Also included in this listing are EFT Nos. 5633 through EFT Nos. 5646, Library vouchers totaling \$ 68,637.47, Water Utility vouchers totaling \$ 119,330.66 and Property Tax Refunds in the amount of \$ 25,195.57. Voided checks in the amount of \$ (5,235.99) are separately listed.

Early release disbursements dated March 15, 2024 through March 27, 2024 in the amount of \$ 720,715.94 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a list of property tax disbursements, EFT No. 505 dated March 20, 2024, in the amount of \$ 22,994.73. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated March 22, 2024 is \$ 471,589.13, previously estimated at \$ 480,000. Payroll deductions dated March 22, 2024 are \$ 482,713.70, previously estimated at \$ 500,000.

The estimated payroll for April 5, 2024 is \$ 470,000 with estimated deductions and matching payments of \$ 255,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of March 28, 2024 in the amount of \$ 3,620,968.54
- Payroll dated March 22, 2024 in the amount of \$ 471,589.13 and payments of the various payroll deductions in the amount of \$ 482,713.70 plus City matching payments and
- Estimated payroll dated April 5, 2024 in the amount of \$ 470,000 and payments of the various payroll deductions in the amount of \$ 255,000, plus City matching payments.

ROLL CALL VOTE NEEDED