

The Facebook page for the Economic Development Commission (<https://www.facebook.com/forwardfranklin/>) will be live streaming the Common Council meeting so that the public will be able to watch and listen to the meeting.

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, SEPTEMBER 15, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes - Regular Common Council Meeting of September 1, 2020.
- D. Hearings.
- E. Organizational Business – Mayor Olson has made the following appointments for Common Council Confirmation:
 - 1. James Martins, 8410 Fountain Ct., Ald. Dist. 1 – Fire and Police Commission, for a 5 year unexpired term expiring 04/30/25.
 - 2. Robert Goetsch, 4037 W. Forest Hill Ave., Ald. Dist. 5 – Economic Development Commission, for a 2 year term expiring 06/30/22.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Request From the Fire Chief for Common Council Approval of the Revised Agreement for Mutual Assistance (Also Referred to as the Milwaukee County “Shared Services Agreement”).
 - 2. Extension of Agreement Between Milwaukee County and the City of Franklin (Fire Department) for Continued Participation in the County-Wide Provision of Advanced Life Support (Paramedic) Services Through 2025.
 - 3. A Resolution Authorizing Certain Officials to Accept a Landscape Bufferyard Easement for and as Part of the Approval of a 2 Lot Certified Survey, Being Part of the Fractional Northwest Quarter of the Southwest Quarter and the West Half of the Northeast Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Bear Development, LLC, Applicant (Franklin Mills, LLC and Daniel L. Mathson and Virginia K. Mathson, Property Owners)) (at 10082 South 124th Street and Property Generally Located South of Loomis Court and East of South North Cape Road).
 - 4. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a 2 Lot Certified Survey, Being Part of the Fractional Northwest

Quarter of the Southwest Quarter and the West Half of the Northeast Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Bear Development, LLC, Applicant (Franklin Mills, LLC and Daniel L. Mathson and Virginia K. Mathson, Property Owners)) (at 10082 South 124th Street and Property Generally Located South of Loomis Court and East of South North Cape Road).

5. Concept Review for a Commercial Development Proposal of Six Lots, Including Storage, Kwik Trip, and Health Club (9540 S. 76th St/Tax Key No. 897-9996-000) (James B. O'Malley, Applicant).
6. An Ordinance to Amend the Unified Development Ordinance Text to Amend Section 15-3.0702 to Allow for Accessory Structures Greater than 1,200 Square Feet in Floor Area, Subject to Special Use Approval.
7. Authorization for the Department of Public Works to Purchase Radar Message Signs.
8. Request from the Parks Commission for the Common Council to Approve the Conceptual Site Plan for Pleasant View Neighborhood Park.
9. A Resolution Authorizing Certain Officials to Execute an Amendment No. 1 to an Agreement With Graef-USA, Inc. for Professional Architectural and Engineering Services for the Pleasant View Park Master Plan Update, in the Amount of \$123,590.
10. Environmental Commission Recommendation to Add Buckthorn to the List of Noxious Weeds.
11. Release of Escrow Deposit for the Public Improvements at the Forest View Apartments Located at 5833-5977 W. Forest View Court.
12. Presentation of the Mayor's 2021 Recommended Budget.
13. Proposal by Shelly Tessmer to Develop a Dog Park on Property Located Immediately West of 6855 South 27th Street (Tax Key No. 738-9974-005). The Common Council May Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(e), for Market Competition and Bargaining Reasons, to Consider the Potential Acquisition of Property to be Used for Public Dog Park Purposes in the City, and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.
14. Potential sale of property owned by the City of Franklin at 9619 South 60th Street, Franklin, Wisconsin, bearing Tax Key No. 898-9997-011; such property previously having been a public water well site use. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential sale of property owned by the City of Franklin at 9619 South 60th Street, Franklin, Wisconsin, bearing Tax Key No. 898-9997-011; such property previously having been a public water well site use, 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.

Miscellaneous Licenses from License Committee Meeting of September 15, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

Common Council Meeting Agenda

September 15, 2020

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J. Adjournment.

*Notice is given that a majority of the Economic Development Commission may attend this meeting to gather information about an agenda item over which the Economic Development Commission has decision-making responsibility. This may constitute a meeting of the Economic Development Commission, per State ex rel. Badke v. Greendale Village Board, even though the Economic Development 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

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

REMINDERS:

September 17	Plan Commission Meeting	7:00 p.m.
October 6	Common Council Meeting	6:30 p.m.
October 8	Plan Commission Meeting	7:00 p.m.
October 20	Common Council Meeting	6:30 p.m.
October 22	Plan Commission Meeting	7:00 p.m.
October 31	Trick or Treat	4:00 p.m. to 7:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
SEPTEMBER 1, 2020
MINUTES

- ROLL CALL A.1. The regular meeting of the Common Council was held on September 1, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Also present were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
- CITIZEN COMMENT B.1. Citizen comment period was opened at 6:31 p.m. and closed at 7:01 p.m.
- MINUTES
AUGUST 18, 2020 C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council Meeting of August 18, 2020 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- MAYORAL
APPOINTMENT E. Alderman Mayer moved to confirm the Mayoral appointment of Jamie Groark, 7971 Chapel Hill Ct. S., Ald. Dist. 2, to the Environmental Commission for a 3-year unexpired term expiring 4/30/2022. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.
- CONSENT AGENDA G.1. Alderman Mayer moved to accept the donation from Victory of the Lamb, Inc. in the amount of \$14,700.00 to the Police Department. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.
- Alderman Mayer moved to approve the following consent agenda items:
- AIR CONDITIONER G.1.(a) Allow the Police Department to purchase an air conditioner unit and
POLICE DEPT. installation for computer server room for a cost not to exceed \$24,000.
- DONATIONS G.1.(b) Acknowledge and accept donations received during July and August,
2020 to the Police and Fire Departments.
- RES. 2020-7664 G.1.(c) Adopt Resolution No. 2020-7664, A RESOLUTION TO AUTHORIZE
S. 68TH ST. CHANGE ORDER NO. 2 FOR THE S. 68TH STREET VERTICAL
VERTICAL ALIGNMENT IMPROVEMENTS PROJECT IN THE AMOUNT OF
ALIGNMENT \$27,741.01 SAVINGS.

Approval of the Consent Agenda items was seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

RES. 2020-7665
DRIVE-IN THEATER
AT 7035 S.
BALLPARK DR.

G.2. Alderman Mayer moved to adopt Resolution No. 2020-7665, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR THE OPERATION OF A DRIVE-IN THEATER UPON PROPERTY LOCATED AT 7035 SOUTH BALLPARK DRIVE (MICHAEL E. ZIMMERMAN/THE ROCK SPORTS COMPLEX, LLC/BPC COUNTY LAND, LLC, APPLICANTS, BPC COUNTY LAND, LLC), amending Condition No. 5. to state that “Theater audio shall be transmitted by radio only, including all announcements, advertising, music, broadcast voices, announcers, and movies, the use of outdoor speakers shall not be permitted.” and subject to the adjustments to speakers so that they shall be directed away from neighbors’ properties. Seconded by Alderman Barber.

Alderwoman Wilhelm moved to amend the motion to “Theater audio shall be transmitted by radio only for theatre events, exclusive of corporate events, and the use of outdoor speakers shall not be permitted for theater events and used for corporate events during daylight hours.” Seconded by Alderman Nelson. Alderwoman Wilhelm withdrew motion and Alderman Nelson withdrew his second.

On the roll call vote for the adoption of Resolution No. 2020-7665, all voted Aye; motion carried.

REJECT CHANGE OF
OUTLOT 1 OF CSM
NO. 6596

G.3. Alderman Dandrea moved to reject the change of the designation of Outlot 1 of Certified Survey Map No. 6596, due to potential encroachments into protected natural resource features such as wetland setbacks and buffers present on the subject property (north side of West Rawson Avenue at approximately Fieldstone Court, Tax Key No. 748-9997-007) (Michael H. Dilworth, owner of FHCC, LLC, applicant). Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

DENY CSM

G.4. Alderman Nelson moved to reject the Certified Survey Map application due to potential encroachments into protected natural resource features such as wetland setbacks and buffers present on the subject property (north side of West Rawson Avenue at approximately Fieldstone Court, Tax Key No. 748-9997-007) (Michael H. Dilworth, owner of FHCC, LLC, applicant). Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7666
NISENBAUM

G.5. Alderman Nelson moved to adopt Resolution No. 2020-7666, A RESOLUTION TO AMEND RESOLUTION NO. 2019-7526, A

- HOMES & REALTY, INC. RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A TWO-FAMILY RESIDENTIAL SIDE BY SIDE RANCH TOWNHOME USE UPON PROPERTY LOCATED AT 10504 WEST CORTEZ CIRCLE, TO EXTEND THE TIME FOR OBTAINING OF THE ISSUANCE OF A BUILDING PERMIT (GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC., APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.
- AGREEMENT TO HOST STUDENTS IN HEALTH DEPT. G.6. Alderwoman Wilhelm moved to allow the Director of Health and Human Services to sign Affiliation Agreement with Alverno College to host Nursing and Health Education students. Seconded by Alderman Barber. All voted Aye; motion carried.
- COVID-19 RESPONSE SUPPLEMENTAL FUNDING G.7. Alderwoman Wilhelm moved to allow the Director of Health and Human Services to accept the Centers for Disease Control (CDC) COVID-19 Response Supplemental Funding. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- COVID-19 SERVICE AGREEMENT WITH MILW. CO. G.8. Alderwoman Wilhelm moved to allow the Director of Health and Human Services authorization to execute a Service Agreement with the Milwaukee County Office of Emergency Management Emergency Medical Services Division for medical services related to COVID-19 testing. Seconded by Alderman Mayer. All voted Aye; motion carried.
- ORD. 2020-2447 AMEND 2020 CAPITAL IMPROVEMENT FUND G.9. Alderman Nelson moved to adopt Ordinance No. 2020-2447, AN ORDINANCE TO AMEND ORDINANCE NO. 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR CAPITAL IMPROVEMENT FUND TO MOVE \$30,000 OF CONTINGENCY APPROPRIATIONS FOR THE SOUTH 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS AND \$7,000 FOR THE WEST RAWSON AVENUE STREET LIGHT PROJECTS. Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.
- EHLERS & ASSOC. SECURITIES AND EXCHANGE AGENT G.10. Alderwoman Hanneman moved to direct staff to engage Ehlers & Associates for Dissemination Agent for Issuer Continuing Disclosure services for 2021 Required under Securities and Exchange Commission Rule 15c2-12. Seconded by Alderman Nelson. All voted Aye; motion carried.
- TRICK OR TREAT OBSERVANCE G.11. Alderman Barber move to establish a date and time for the Halloween Trick-or-Treat observance in the City of Franklin on October 31, 2020, from 4:00 p.m. to 7:00 p.m. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

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|-----------------------------|-------|---|
| POPULATION ESTIMATE | G.12. | Alderswoman Wilhelm moved to place on file the Wisconsin Department of Administration January 1, 2020 estimate of 36,514. Seconded by Alderman Barber. All voted aye; motion carried. |
| DS200 BALLOT SCANNER | G.13. | Alderman Mayer moved to authorize the Director of Clerk Services/City Clerk to purchase one DS200 Ballot Scanner and Tabulator in an amount not to exceed \$7,000 with a future budget amendment for funding to be taken from the Capital Outlay Contingency Account if grant funds are not available. Seconded by Alderswoman Wilhelm. All voted Aye; motion carried. |
| COVID-19 EXP. | G.14. | No action was required on the COVID-19 expenditures. |
| JULY, 2020 FINANCIAL REPORT | G.15. | Alderman Dandrea moved to receive and place on file July, 2020 Financial Report. Seconded by Alderman Barber. All vote Aye; motion carried. |
| COMMITTEE OF THE WHOLE | G.16. | <p>Following the Committee of the Whole Meeting on August 31, 2020</p> <ul style="list-style-type: none">(a) Alderswoman Wilhelm moved to direct staff to proceed as discussed in closed session at the Committee of the Whole meeting held on August 31, 2020, regarding the potential acquisition of property for public park purposes in Franklin, including, but not limited to properties for what has been conceptually termed water tower park, located in the 8100 block on the east side of South Lovers Lane Road. Seconded by Alderman Barber. All voted Aye; motion carried.
(b) No action was taken on the Committee of the Whole agenda item of Wholesale Public Water Supply to Franklin 2024.
(c) Alderman Dandrea moved to direct staff to proceed as discussed in closed session at the Committee of the Whole meeting held on August 31, 2020, regarding the Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of Mills Hotel Wyoming, LLC, Applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance; A Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being All of Lot 84 in Ryan Meadows, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Mills Hotel Wyoming, LLC, |

Applicant) (Generally on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G); and Site Plan application by Copart of Connecticut, Inc. to allow for construction of a 7,200 square foot building and vehicle storage yard for Copart, Inc. (on approximately 44-acres upon or adjacent to the afore described properties), approved at the May 7, 2020 Plan Commission meeting, conditioned in part on the approval of a concurrent rezoning application (Mills Hotel Wyoming, LLC, Applicant) (for a portion of the afore described properties), which was denied by the Common Council on May 19, 2020 (all related to properties within the Bear Development Ryan Meadows Development). Seconded by Alderman Barber. On roll call, Alderman Barber, Alderwoman Hanneman, and Alderman Dandrea voted Aye; Alderman Nelson, Alderwoman Wilhelm, and Alderman Mayer voted No. Mayor Olson broke the tie by voting in the affirmative. Motion carried.

(d) No action was on the 2021 Budget kick-off information.

LICENSES AND
PERMITS

H. Alderman Nelson moved to approve the following:

Grant Temporary Entertainment and Amusement License to Mulligan's Irish Pub & Grill, Brian Francis, 8933 S. 27th St. on Saturday, September 12, 2020, from 6:00 p.m. to 10:00 p.m.;

Deny Operator's License applications for Manuel Correa-Coria, 6388 S. 20th St., Milwaukee; and Jenny Keonoukhoun, 7839 S. Scepter Dr. Apt. 21, due to falsification of applications;

Hold Heather M Borger, 511 Montana Ave., South Milwaukee, until applicant contacts Clerk's office to appear before the License Committee.

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

VOUCHERS AND
PAYROLL

I. Alderman Dandrea moved to approve City vouchers with an ending date of September 1, 2020 in the amount of \$1,434,835.74; Payroll dated August 28, 2020 in the amount of \$415,272.32 and payments of the various payroll deductions in the amount of \$536,986.29 plus City matching payments; Estimated payroll dated September 11, 2020 in the amount of \$410,000.00 and payments of the various payroll deductions in the amount of \$229,000.00, plus City matching payments; Approval to release payments to miscellaneous vendors in the amount of \$55,951.00; and Approval to release Library vouchers not to exceed

\$39,000.00 Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

DEVELOPMENT
AGREEMENT TID 8

- G.17. Alderwoman Hanneman moved to enter closed session at 8:17 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Building Mixed Use Development and a Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Buildings Mixed Use Development (Public Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the development agreements for the development of property located on the south side of West Elm Road in the approximately 3500 block area where West Elm Road to be extended to the West, consisting of approximately 79.79 acres, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried

No action was taken on this item upon reentering closed session at 8:37 p.m.

ADJOURNMENT

- J. Alderman Mayer moved to adjourn the meeting at 8:37 p.m. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 09-15-20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Mayoral Appointments</p>	<p style="text-align: center;">ITEM NUMBER E.</p>

The Mayor has made the following appointments for Council confirmation:

1. James Martins, 8410 Fountain Ct., Ald. Dist. 1 – Fire and Police Commission, for a 5 year unexpired term expiring 04/30/25.
2. Robert Goetsch, 4037 W. Forest Hill Ave., Ald. Dist. 5 - Economic Development Commission, for a 2 year term expiring 06/30/22.

COUNCIL ACTION

Motion to confirm the following Mayoral appointments:

1. James Martins, 8410 Fountain Ct., Ald. Dist. 1 – Fire and Police Commission, for a 5 year unexpired term expiring 04/30/25.
2. Robert Goetsch, 4037 W. Forest Hill Ave., Ald. Dist. 5 - Economic Development Commission, for a 2 year term expiring 06/30/22.

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Monday, September 7, 2020 12:36 PM
To: Lisa Huening, Shirley Roberts, Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: James Martins
PhoneNumber:
EmailAddress:
YearsasResident: 15
Alderman: 1
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: yes
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: City of Franklin Fire Department
CompanyAddressJob1:
TelephoneJob1:
StartDateandPositionJob1: 12-12-02 Fire Chief
EndDateandPositionJob1: 12-12-12 Fire Chief Retired
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature:

James Martins

Date:

9-7-2020

Signature2:

James Martins

Date2:

9-7-2020

Address:

8410 Fountain Court Franklin WI 53132

PriorityListing:

DescriptionofDutiesJob1:

Manage the operations of the department as well as emergency services.

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

Between my time as a Deputy Chief for the City of Milwaukee and my years of service to the City of Franklin Fire Department had nearly 40 years in the fire service

ClientIP:

75.9.81.151

SessionID:

y5x2mml0skshxqhxdcmdcsns

[See Current Results](#)

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>9/15/2020</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council approval of the revised “Agreement for Mutual Assistance” (also referred to as the Milwaukee County “Shared Services Agreement”)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 1.</i></p>

In November of 2018, Council approved the “Agreement for Mutual Assistance” between all fire/EMS agencies within Milwaukee County. All other municipalities had signed on to the agreement in May of 2014. Franklin was not an original signatory as the City Attorney and City Administrator at the time had significant concerns over indemnity language in the agreement.

Despite these concerns, signing on to this was necessary in order to participate in the more robust mutual aid system known as Milwaukee County “Shared Services”. Originally, Shared Services participants included only Milwaukee, West Allis, North Shore, Wauwatosa, Oak Creek, and St. Francis fire departments. Franklin is thus far the only other “transfer-in” to Shared Services participation on 01/01/19; however, it is expected that all other Milwaukee County municipal fire departments will be participants by the end of 2021. Franklin signed on to the agreement in 2018 with the understanding that we would participate in Shared Services, but push to have the indemnity language corrected in the agreement.

In March of 2020, the ICC voted to send the document to the three municipal insurance administrators of the participants (League of WI Municipalities, CVMIC, and City of Milwaukee) rather than 19 independent municipal attorneys for revision and approval. That has now been accomplished, and is the document that is included in the packet.

The original 2014 agreement also included a related memorandum of understanding (MOU) signed by the fire chiefs that were participating in the Shared Services response model. The fire chief signed this document in 2018, and this is what technically “allows” participation in the Shared Services mutual aid response model. Signing this document confirms FFD’s commitment to adhere to Shared Services standards regarding standard operating procedures and protocols, training performance requirements, communications templates, and resource allocation; however, it also gives FFD administration a voice and vote in establishing said standards. This is now being referred to as the Shared Services “Operational Policy.” The consensus among the Milwaukee County Association of Fire Chiefs and the ICC is that this document is an agreement between participating chiefs to meet mutually accepted standards, which is self-enforced and is not subject to political approval. This document has not been included, as it is a “living” document that will likely be revised as the remaining departments sign on to Shared Services in 2021.

COUNCIL ACTION REQUESTED

Motion to approve Fire Department participation in the Milwaukee County “Agreement for Mutual Assistance” and to authorize the Fire Chief to participate in any continued revision and amendment of the Shared Services Operational Policy.

AGREEMENT FOR MUTUAL ASSISTANCE

This Agreement for Mutual Assistance, (“Agreement”), is entered into as of the date signed the respective parties, each a Wisconsin Municipal Corporation acting by and through its fire departments, each with proper authorization to execute this Agreement, (herein referred to collectively as “the Parties” or “the Departments” and individually as “a Party” or “a Department”), and is made pursuant to Wis. Stat. Secs. 66.0301 and 66.03125.

Section 1. Purpose.

The purpose of this agreement is to provide for extended firefighting capabilities in the participating municipalities when deemed necessary under the circumstances described herein. The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

The governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters. As such, this Agreement is intended to provide for fire department response circumstances not specifically otherwise provided for under separate non-applicable to this Agreement existing Mutual Aid Fire Service Agreements and Mutual Aid Box Alarm System Agreements, that being the response to a call for service in an area outside of the responder’s municipality, due to the proximity of facilities and equipment for a potentially more rapid response.

The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

Section 2. Authority.

This Agreement is made and entered into by the parties pursuant to the authority granted by Wisconsin Statute Section 66.0301, which authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and Wisconsin Statute Section 66.03125, which authorizes fire departments to engage in mutual assistance within a requesting fire department’s jurisdiction.

Section 3. Definitions.

Mutual Assistance

Mutual Assistance as applied herein means the loaning of services with the accompanying apparatus, by one or more municipalities, to meet an emergency beyond the capabilities of the municipality being aided.

Participating Municipalities

A municipality that commits itself to this mutual aid agreement by passage of a resolution or ordinance authorizing participation in the program with other participating member municipalities for rendering

and receiving mutual aid and in the event of an incident in accordance with team operating procedures.

Requesting Agency

The municipality in which an incident occurs that cannot be adequately handled by the local Fire Department.

Aiding Agency

A municipality furnishing fire and/or EMS personnel, equipment and apparatus to a Requesting Agency's municipality.

Emergency condition

For the purposes of this Agreement, any unexpected fire and/or EMS occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Sections 4. Mutual Considerations and Conditions.

1. In consideration for each party's mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties may be dispatched to such point where the emergency condition and/or hazardous situations exists in order to assist in the protection of life and property, subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, logistical methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in an Operation Policy and signed by the Chiefs of the departments upon authorization from their respective governing bodies. No party shall have any obligation pursuant to this Agreement to another party unless and until an Operation Policy is executed between the respective parties. Said Operation Policy may be revised or amended at any time by mutual agreement of the Fire Chiefs as they are so respectively authorized and as conditions may warrant. The Operational Policy should be reviewed annually and as needed.

2. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the fire department of the jurisdiction in which the mutual assistance service is being provided and in accordance with the Operation Policy.
3. Either party may decline a request for mutual aid, if in the best judgment and discretion of the responding party's fire chief or other ranking officer in charge at the time, the safety of the

responding party's own jurisdiction's inhabitants would be excessively compromised or otherwise put in unwarranted jeopardy. In the event of such decision, the responding party shall immediately notify the requesting party of its decision and may assist the requesting party in summoning assistance of other service providers, if practical or feasible. These actions shall be monitored by the Chief or their designees to ensure equitability of services.

No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement. However, once a request is accepted it should generally be carried through and not withdrawn.

4. While it is deemed equally beneficial, sound and desirable for the parties of this agreement to work collaboratively in accordance with the terms of this agreement, it is not the intent of the parties to transfer risk to or assume liability on behalf of another party to this agreement. At all times while equipment and personnel of any party's fire department are traveling to, from, or within the geographical limits of any other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.

5. This Agreement is not intended to create an employer/employee relationship between the parties. The requesting party, or the party in charge under the operations policy, shall assume control over the operations of the mutual aid incident scene; however, it shall be each party's responsibility to maintain the safety of its own personnel and others at the scene or within its immediate vicinity. Each party to this Agreement, in relation to any and all other parties to this Agreement, is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department municipality for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 Wisconsin Statutes and any civil liability insurance. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department.

The terms and provisions of this Agreement are applicable to and only for the benefit of the parties hereto, and not to any other person or claimant not a party hereto, and shall not under any circumstances be construed to be enforceable by or in any way used as evidence for any claim for wages, benefits or the like which may be due to any employee of any party hereto.

6. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes. The parties also agree that they are not waiving any other immunities or defenses available to them under

state, federal or administrative law. All of the provisions of Section 895.46 of the Wisconsin Statutes also apply.

7. Each party hereto shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of being a party to this Agreement. Annually and upon request, a party must provide evidence of compliance with the insurance provisions of this section to the other party.
8. The parties agree that each shall respond without any cost, charge or financial assessment to the other for cost incurred pursuant to this Agreement. However all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. The Chief or designee of the Department receiving reimbursement shall be responsible for working with the other parties to find a reasonably equitable distribution among all claimant departments. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.
9. In the event that any individual performing duties subject to this Agreement shall be named as a defendant party in any state or federal civil lawsuit brought by a third party, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits and the same insurance of his/her employing agency that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed. Moreover, 895.46 Wis. Stats., shall apply to such individual performing duties subject to this Agreement. Accordingly, the benefits of defense and indemnification to third party lawsuits as described in this paragraph shall be supplied by the party where the individual is regularly employed.
10. This Agreement shall commence and become effective as to any party shall be on the date of the signature of any such party hereto and shall supersede any previous versions of this mutual aid agreements entered into by the parties.
11. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief. The cancellation notice shall be filed with the Clerks of each municipality.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 5. Effect of Other Agreements

1. The Municipal Elected Bodies for the undersigned may from time to time enter into separate agreements for the purchase and/or equitable sharing of equipment, personnel, etc. with and between any of the undersigned parties. Said separate agreements are not intended to impact the intent or terms of this Mutual Aid Agreement contained herein.

2. Separate agreements under this section should be approved subject to notification of all of the undersigned parties.
3. Should any party outside of Milwaukee County be considered as a party to this agreement, all undersigned parties should be notified of such interest and intent.

BE IT RESOLVED:

1. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.
2. This Agreement is hereby approved subject to the terms, conditions and limitations set forth in said agreement.
3. The parties hereby enter into this Agreement knowingly, voluntarily and for the benefit of their communities, humanity and the common good.
4. The undersigned representatives of each party are hereby authorized to abide to the terms, conditions and limitations set forth in this Agreement.

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Corporation

Signatory

Date

AGREEMENT FOR MUTUAL ASSISTANCE

This Agreement for Mutual Assistance, (“Agreement”), is entered into as of the date signed the respective parties, each a Wisconsin Municipal Corporation acting by and through its fire departments, each with proper authorization to execute this Agreement, (herein referred to collectively as “the Parties” or “the Departments” and individually as “a Party” or “a Department”), and is made pursuant to Wis. Stat. Secs. 66.0301 and 66.03125.

Section 1. Purpose.

The purpose of this agreement is to provide for extended firefighting capabilities in the participating municipalities when deemed necessary under the circumstances described herein. The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

The governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters. As such, this Agreement is intended to provide for fire department response circumstances not specifically otherwise provided for under separate non-applicable to this Agreement existing Mutual Aid Fire Service Agreements and Mutual Aid Box Alarm System Agreements, that being the response to a call for service in an area outside of the responder’s municipality, due to the proximity of facilities and equipment for a potentially more rapid response.

The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

Section 2. Authority.

This Agreement is made and entered into by the parties pursuant to the authority granted by Wisconsin Statute Section 66.0301, which authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and Wisconsin Statute Section 66.03125, which authorizes fire departments to engage in mutual assistance within a requesting fire department’s jurisdiction.

Section 3. Definitions.

Mutual Assistance

Mutual Assistance as applied herein means the loaning of services with the accompanying apparatus, by one or more municipalities, to meet an emergency beyond the capabilities of the municipality being aided.

Participating Municipalities

A municipality that commits itself to this mutual aid agreement by passage of a resolution or ordinance authorizing participation in the program with other participating member municipalities for rendering

and receiving mutual aid and in the event of an incident in accordance with team operating procedures.

Requesting Agency

The municipality in which an incident occurs that cannot be adequately handled by the local Fire Department.

Aiding Agency

A municipality furnishing fire and/or EMS personnel, equipment and apparatus to a Requesting Agency's municipality.

Emergency condition

For the purposes of this Agreement, any unexpected fire and/or EMS occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Sections 4. Mutual Considerations and Conditions.

1. In consideration for each party's mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties may be dispatched to such point where the emergency condition and/or hazardous situations exists in order to assist in the protection of life and property, subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, logistical methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in an Operation Policy and signed by the Chiefs of the departments upon authorization from their respective governing bodies. No party shall have any obligation pursuant to this Agreement to another party unless and until an Operation Policy is executed between the respective parties. Said Operation Policy may be revised or amended at any time by mutual agreement of the Fire Chiefs as they are so respectively authorized and as conditions may warrant. The Operational Policy should be reviewed annually and as needed.

2. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the fire department of the jurisdiction in which the mutual assistance service is being provided and in accordance with the Operation Policy.
3. Either party may decline a request for mutual aid, if in the best judgment and discretion of the responding party's fire chief or other ranking officer in charge at the time, the safety of the

responding party's own jurisdiction's inhabitants would be excessively compromised or otherwise put in unwarranted jeopardy. In the event of such decision, the responding party shall immediately notify the requesting party of its decision and may assist the requesting party in summoning assistance of other service providers, if practical or feasible. These actions shall be monitored by the Chief or their designees to ensure equitability of services.

No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement. However, once a request is accepted it should generally be carried through and not withdrawn.

4. While it is deemed equally beneficial, sound and desirable for the parties of this agreement to work collaboratively in accordance with the terms of this agreement, it is not the intent of the parties to transfer risk to or assume liability on behalf of another party to this agreement. At all times while equipment and personnel of any party's fire department are traveling to, from, or within the geographical limits of any other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
5. This Agreement is not intended to create an employer/employee relationship between the parties. The requesting party, or the party in charge under the operations policy, shall assume control over the operations of the mutual aid incident scene, however it shall be each party's responsibility to maintain the safety of its own personnel and others at the scene or within its immediate vicinity. Each party to this Agreement, in relation to any and all other parties to this Agreement, is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department municipality for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 Wisconsin Statutes and any civil liability insurance. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department.

The terms and provisions of this Agreement are applicable to and only for the benefit of the parties hereto, and not to any other person or claimant not a party hereto, and shall not under any circumstances be construed to be enforceable by or in any way used as evidence for any claim for wages, benefits or the like which may be due to any employee of any party hereto.

6. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes. The parties also agree that they are not waiving any other immunities or defenses available to them under

state, federal or administrative law. All of the provisions of Section 895.46 of the Wisconsin Statutes also apply.

7. Each party hereto shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of being a party to this Agreement. Annually and upon request, a party must provide evidence of compliance with the insurance provisions of this section to the other party.
8. The parties agree that each shall respond without any cost, charge or financial assessment to the other for cost incurred pursuant to this Agreement. However all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. The Chief or designee of the Department receiving reimbursement shall be responsible for working with the other parties to find a reasonably equitable distribution among all claimant departments. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.
9. In the event that any individual performing duties subject to this Agreement shall be named as a defendant party in any state or federal civil lawsuit brought by a third party, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits and the same insurance of his/her employing agency that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed. Moreover, 895.46 Wis. Stats., shall apply to such individual performing duties subject to this Agreement. Accordingly, the benefits of defense and indemnification to third party lawsuits as described in this paragraph shall be supplied by the party where the individual is regularly employed.
10. This Agreement shall commence and become effective as to any party shall be on the date of the signature of any such party hereto and shall supersede any previous versions of this mutual aid agreements entered into by the parties.
11. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief. The cancellation notice shall be filed with the Clerks of each municipality.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 5. Effect of Other Agreements

1. The Municipal Elected Bodies for the undersigned may from time to time enter into separate agreements for the purchase and/or equitable sharing of equipment, personnel, etc. with and between any of the undersigned parties. Said separate agreements are not intended to impact the intent or terms of this Mutual Aid Agreement contained herein.

2. Separate agreements under this section should be approved subject to notification of all of the undersigned parties.
3. Should any party outside of Milwaukee County be considered as a party to this agreement, all undersigned parties should be notified of such interest and intent.

BE IT RESOLVED:

1. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.
2. This Agreement is hereby approved subject to the terms, conditions and limitations set forth in said agreement.
3. The parties hereby enter into this Agreement knowingly, voluntarily and for the benefit of their communities, humanity and the common good.
4. The undersigned representatives of each party are hereby authorized to abide to the terms, conditions and limitations set forth in this Agreement.

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Corporation

Signatory

Date

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<p>APPROVAL</p> <p><i>3/11</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p><i>9/15/2020</i></p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Extension of Agreement between Milwaukee County and the City of Franklin (Fire Department) for continued participation in the County-wide provision of Advanced Life Support (Paramedic) services through 2025.</p>	<p>ITEM NUMBER</p> <p><i>G. 2.</i></p>

The attached agreement allows the Franklin Fire Department to operate as part of the county-wide paramedic system. The Milwaukee County EMS System is widely regarded as a national "model" for provision of pre-hospital emergency medical services (EMS), and the Franklin Fire Department has been providing high-quality ALS services to City and County residents under MCEMS direction since 1989.

The agreement, which was negotiated between the Intergovernmental Cooperation Council (ICC) and Milwaukee County, with participation and input from the Milwaukee County Association of Fire Chiefs and Milwaukee County Office of Emergency Management-EMS, has been in effect in its current form since 2017, with minor modifications and a subsequent extension through the end of 2020.

Current consensus among members of the ICC and the MCAFC is that, while not perfect, the agreement is equitable and effective. The county-wide Regional Response Model at the beginning of the COVID-19 pandemic proves the value of such a regional approach to providing emergency services.

Included are the original 2017 agreement along with updated distribution tables through 2025 and Milwaukee County Board resolution approving the extension.

The City of Franklin is treated favorably in the terms of the agreement and the Fire Chief recommends approval.

COUNCIL ACTION REQUESTED

Request Council approval of the extension of the agreement between the City and Milwaukee County for continued participation in the Milwaukee County EMS system through 2025.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MILWAUKEE COUNTY AND CITY OF FRANKLIN FOR
EMERGENCY MEDICAL SERVICES (EMS) (2017 – 2018)**

THIS AGREEMENT is entered into pursuant to Section 66.0301, Wisconsin Statutes, between Milwaukee County, a municipal body corporate (hereinafter referred to as “County”), and City of Franklin, a Wisconsin municipal corporation, pursuant to an intergovernmental agreement as authorized under the provisions of Wis. Stat. § 66.0301, (hereinafter referred to as “Municipality”). Together, County and Municipality, shall be referred to as “Parties”.

RECITALS:

Whereas, Section 66.0301(2), Wisconsin Statute authorizes agreements between a county, city or village for the receipt and furnishing of emergency medical services; and

Whereas, Chapter 256 of the Wis. Stats., Department of Health Services (DHS) Chapter 110 of the Wis. Administrative Code, Department of Transportation (DOT) Chapter 309 of the Wis. Administrative Code, which are incorporated by reference into this contract to define emergency medical services (EMS) as set forth herein; and

Whereas, the County wishes to provide for the coordinated delivery system of EMS services to the citizens of the County and others, and both Parties are willing to share in the costs of the program; and

Whereas, the County, the Fire Chiefs of Milwaukee County, the Intergovernmental Cooperation Council (ICC), and the contracted-for-service Medical Director and associated health system, all desire that fire-based emergency medical services provide for the most efficient and seamless provision of quality emergency medical care to the residents and visitors of Milwaukee County; and

Now therefore, in consideration of the objectives of the Parties and the mutual benefits accruing to the Parties from performance of the covenants herein made, it is mutually agreed that this Agreement sets forth their respective responsibilities in conjunction with the provision of Emergency Medical Services within Milwaukee County.

ARTICLE I. PURPOSE AND SCOPE

A. The Parties enter into this Agreement for the purpose of providing EMS Services to the citizens and visitors of Milwaukee County, which may include (check all that apply):

- Advanced Life Support (ALS) services at the paramedic level (also hereinafter referred to as “paramedic service”), and/or
- Basic Life Support (BLS) services, and/or, (also hereinafter referred to as “BLS service”), and/or
- Advanced Emergency Medical Technician (AEMT) services.

38 The Parties agree that the Municipalities in Milwaukee County, the Milwaukee County Fire Chiefs
40 Association (MCAFC), the Intergovernmental Cooperation Council (ICC), Milwaukee County and
41 its contracted-for-service Medical Director and associated health system, desire that a uniform EMS
4 delivery system be in place that enhances resources and benefits to the public in an efficient and
4 cost effective manner.

44 B. The Parties agree that EMS services will be performed and their respective duties and
45 responsibilities will be in accord with the provisions of this Agreement and further in accordance
46 with Wisconsin State Statute Chapter 256; Wisconsin Administrative Code, Chapter DHS 110 and
4 Chapter Trans 309; and Milwaukee County Ordinance Chapter 97, as they exist at the time this
48 Agreement is entered into, which are incorporated by reference into this Agreement as if set forth
herein. The adoption by reference is intended to incorporate future amendments to the provisions of
50 state law or county ordinance to provide the EMS level services as intended by this Agreement; and
51 if the provisions of state law or county ordinance were or are recodified or renumbered, the
reference or adoption is intended to incorporate the recodification or the renumbering.

4 ARTICLE II. TERM

This Agreement shall be effective from January 1, 2017 until December 31, 2018 unless extended
56 or terminated in accordance with terms of this contract.

58 ARTICLE III. COUNTY REQUIREMENTS

A. County will provide both initial (classroom, skills lab, clinical and distance learning) and
60 continuing education training at the paramedic level at no cost to Municipality:

61 1. That have been issued an independent State Emergency Medical Technician –
62 Paramedic (EMT-P) license, and

6 2. Whose paramedics meet the saturation level as defined herein, ARTICLE III(B)(5).

64 B. Municipality and County shall work together to create the most efficient means possible to
65 deliver educational services herein with the intent to ensure provider departments are able to
66 provide ALS services to their assigned response area(s) while also balancing the County's access to
6 education resources.

68 1. County reserves the right to provide services detailed in this section either through
County employees or contractors.

70 2. County reserves the right to limit class enrollment and change or cancel class
7 scheduling based on resources to include budget and staff.

7 3. County reserves the right to establish minimum entrance requirements for EMT-P
3 candidates.

6 4. The education programs shall meet the State of Wisconsin license requirements and
qualify students for participation in the National Registry Examination for an Emergency Medical
Technician – Paramedic (NREMT-P).

5. County will accept enrollment and continuing education of paramedic providers to a saturation point listed below for each Municipality. Municipality may have a number greater than the saturation number, however, those associated excess education costs shall be borne by said Municipality on a fee for service basis.

SATURATION NUMBERS								
	MED UNITS	PARAMEDIC*	FIRE STATIONS	PARAMEDIC**	FORMULA PARAMEDICS	2017 PARAMEDICS*	VARIANCE	SATURATION NUMBERS
Franklin	3	27	3	12	39	38	1	39
Greendale	2	18	1	4	22	13	9	22
Greenfield	4	36	2	8	44	42	2	44
Milwaukee	13	117	36	144	261	191	70	261
North Shore	3	27	5	20	47	33	14	47
Oak Creek	3	27	3	12	39	38	1	39
South Milwaukee	3	27	1	4	31	15	16	31
Wauwatosa	3	27	3	12	39	54	-15	54
West Allis	4	36	3	12	48	62	-14	62
TOTAL					570	486	84	599

- * The numbers to be used will be the actual paramedics licensed by January 1st, 2017
- I Applicable to Municipalities that hold State EMT-P licenses
- II Formula based on # Med Units and # of Fire Stations
- III Med Units are manned by 2 paramedics/shift, +1 for vacation/sick time E.g., 1 Med Unit operating 3 shifts needs 9 paramedics.
- IV Fire Station paramedic staffing of 1/shift, +1 additional coverage over 3 shifts for vacation/sick time
- V Saturation number based on the higher of the formula, or number of trained paramedics as of January 1st, 2017
- VI Med Units equipped by the County must be staffed and available 25% or more during each year in order to be in the count.
- VII The Saturation number may change if a Municipality increases or decreases the number of Med Units or Fire Stations.
- VIII Additional Municipalities may be added to the Saturation table should they become state-licensed or should they ride on a partnering Municipality's state license, with approval from the State DHS.

a. Paramedic saturation numbers are a balance of:

- i. Paramedic proficiency (increased numbers diminish medical practice occurrences in the field);
- ii. Staffing complexities of ALS transport units, or Med Units;
- iii. Grandfathering of paramedics already licensed by the Municipality on the date of January 1st, 2017; and
- iv. County budget restraints on education and equipment resources.

C. County shall provide on-line and off-line medical direction to include formal patient care protocols, policies, procedures and standards and medical oversight for municipal employees active in the provision of EMS services.

D. County shall maintain the current inventory of cardiac monitor-defibrillator equipment and communication equipment necessary to transmit voice and electrocardiogram (ECG) data on transporting paramedic ambulances, or Med Units, as defined in Wisconsin Administrative Code, Department of Health Services, DHS Section, 110.50. Capital replacement of cardiac monitors and communication equipment will be based on the annual budgetary appropriations of the County.

1. Replacement of the current inventory of cardiac monitor-defibrillator equipment and communications equipment shall be in accordance with the number of paramedic ambulances, or Med Units, in each municipality, shown below.

	MED UNITS
Franklin	3
Greendale	2
Greenfield	4
Milwaukee	13
North Shore	3
Oak Creek	3
South Milwaukee	3
Wauwatosa	3
West Allis	4

2. The County shall consult the Municipality, with adequate advanced notice, for the planned replacement of equipment that is within the County's financial responsibility.

3. The County must approve cardiac monitor-defibrillators and communications equipment that is purchased independently by a Municipality before it can be operated in EMS service.

4. The County and Municipality will negotiate responsibility for purchase and maintenance of cardiac monitor-defibrillator and communication equipment for new paramedic ambulances, or Med Units, placed in service.

E. County shall allow municipalities providing BLS services to enter into separate agreements with the County Office of Emergency Management (OEM) - EMS Education Center on a fee for service basis for refresher class, continuing education and Internet web based education.

F. County shall be solely responsible for securing funding, equipment, and education, necessary to allow the Municipality to participate in research projects that are initiated by an institution with approval from a fully accredited Institutional Review Board (IRB) via the Association for the Accreditation of Human Protection Programs, Inc. (AARPP) with oversight from a Human Research Protection Program (HRPP). The County shall also:

1. Assure that any patient care research that requires new or updated equipment, software or hardware will be considered a direct expense of the organization requesting a research study be conducted by the EMS agencies within the County of Milwaukee. All avenues to recover and reimburse these costs will be explored by the organization requesting the research study within the research organization's legal and ethical constraints.

2. Be responsible to ensure research protocol education and training will be integrated into existing Wisconsin Department of Health Services (DHS) EMS Section mandated continuing education programming whenever possible.

3. Ensure all studies conducted within the County EMS System shall have Institutional Review Board (IRB) approval from an accredited IRB for federal-wide assurance of protection of human subjects and Office of Emergency Management (OEM) - EMS Research Committee approval and that said study is monitored by a Human Research Protection Program (HRPP).

4. Ensure that indirect costs of research such as but not limited to, meeting attendance, protocol compliance and quality improvement efforts will be based on a mutually agreed

upon exchange of services and payment between the County and the Principle Investigator of the study. County will pass along to the Municipality the exchange of services or payments received.

5. Ensure all EMS research studies performed in the County of Milwaukee will be reviewed and approved consistent with the County OEM - EMS Research Policies and Procedures and by the County OEM - EMS Research Committee.

6. Research is a matter of policy determination by the Milwaukee County Board of Supervisors per MCGO 97.07(6), noting the duties and powers of the emergency medical services council as “recognizing that the county board of supervisors reserves the right to review all policies and programs.”

ARTICLE IV. MUNICIPALITY REQUIREMENTS

A. The Municipality is responsible for the purchase of any vehicle and all equipment required under Wisconsin Administrative Code, Department of Transportation (DOT), Chapter Trans 309. The Municipality is responsible for insuring and maintaining its vehicles and equipment. The Parties agree to collectively develop standard equipment inventory for paramedic services. Non-disposable equipment provided by the County shall remain the property of the County and the County may, upon written notification provided 72 hours in advance to the Municipality, remove any County-owned equipment. All equipment purchased by the Municipality will remain property of the Municipality.

B. The Municipality shall assume liability for replacement of County-owned equipment when the equipment is lost and/or damaged due to an act of negligence on the part of Municipality’s employee(s). The Municipality will not be held liable for defects in equipment purchased by the County.

C. If the Municipality performing EMS service chooses to bill users for services, it will do so in accordance with local, state and federal guidelines. Transport coding shall be commensurate with said guidelines, current medical billing standards, and EMS scope of practice. The Municipality shall retain EMS revenue earned to cover the cost of providing services. The County shall not be held fiscally responsible for the inability to collect any revenues, contractual allowances or other write-offs for individual accounts associated with those invoices for EMS services.

D. Municipality is responsible for EMS services to conform with Wis. s.s. 256, DHS 110, DOT 309, MCGO 97, and published standards, protocols, policies and procedures of the OEM – EMS Division.

E. Municipality will ensure their County-equipped, on-duty paramedic transport unit resources, or Med Unit(s), are available to all municipalities within the boundaries of Milwaukee County if requested and the resources are available at the time of the request. Daily operations, to include peak demand periods which require extraordinary resource utilization, may require mutual aid assistance from outside the Municipality. The intent herein is for all requested and available units to be sent to Municipality requesting such mutual aid. Should the sending Municipality require

similar aid, the same shall hold true. Said Municipality shall not be required to provide services when:

1. Equipment and/or staffing is unavailable due to emergency conditions and/or hazardous situations confronting the Municipality requested to make available its paramedic resources;

a. An emergency condition is defined as a sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both;

b. A hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

F. Municipality paramedic transport units, or Med Units, that are equipped by the County, shall be staffed and available 25% or more during each year in order to count as a Med Unit; Municipality shall provide verification of such availability quarterly to the County.

G. Municipality agrees that attendance standards for paramedic training set by the County shall be adhered to; in absence thereof, students may be withdrawn from their current training and the Parties shall meet on a case-by-case basis to assess re-enrollment of affected individuals.

H. Municipality agrees to cooperate with County in administering a progressive quality improvement program consistent with other high performing EMS systems in the United States. This includes specific adherence to existing performance metrics captured and tracked by OEM - EMS Quality Assurance/Improvement with deviation standards commensurate with national benchmarking and previously established through a Performance Measurement Initiative (PMI). Municipalities of any EMS service are required to meet PMI requirements in order to maintain medical control and system practice privileges for their EMS providers. Failure of Municipality to comply with PMI standards will result in a loss of County funds outlined in ARTICLE V(B).

I. Municipal paramedics licensed after July 1, 2010, shall achieve and maintain credentials as a National Registry Emergency Medical Technician – Paramedic (NREMT-P) throughout their tenure as a paramedic within Milwaukee County.

J. Municipality shall provide electronic patient care records for patients treated and/or transported by an EMS unit, electronically, within 72 hours, which meets the County’s database and/or repository needs. The data collection method utilized by the Municipality shall meet the National EMS Information System Project (NEMSIS) dataset standards in effect during the term of the contract.

K. Municipality shall provide connectivity to/from the video conferencing system, and also ensure it is operating and maintained, as previously deployed in partnership by County and Municipalities as of the date of execution of this contract.

L. Respond to all quality assurance and quality improvement inquiries from the County in the timeframe established by the County.

M. Municipality shall agree to participate in research as determined by the OEM - EMS Research Committee. This could include, but is not limited to enrolling patients, data collection and

educational sessions. Municipalities shall have a minimum of one representative of all Municipalities on the OEM - EMS Research Committee. Municipalities are not responsible to fund equipment, medications or education that is related to a research study conducted under authorities in ARTICLE III(F).

ARTICLE V. COUNTY FUNDING REQUIREMENTS

A. The County shall include in its adopted annual budget, funds to be paid to contracted Municipality to assist in provision of coordinated, county-wide delivery of paramedic services in the amounts detailed below.

- 2017: \$1,875,000;
- 2018: \$1,750,000;
- 2019: \$1,625,000; available for Municipalities under contract extension only;
- 2020: \$1,500,000; available for Municipalities under contract extension only.

B. The County shall make payment of the first \$1.5M of the funds detailed in ARTICLE V(A) according to the distribution formula developed by the Intergovernmental Cooperation Council (ICC) of Milwaukee County on the schedule provided below. The County shall make equal payments to the Municipality during the first week of each quarter of the years covered by this agreement.

ICC EMS Formula Schedule. Formula noted in Attachment A:

DISTRIBUTION OF COUNTY \$1.5M					
	ORIGINAL ICC FORMULA 2016	ORIGINAL ICC FORMULA 2017	2018	SECOND YEAR 30-30-40 FORMULA 2019*	THIRD YEAR 30-30-40 FORMULA 2020*
Franklin	\$ 125,004.00	\$ 125,004.00	\$ 123,198.26	\$ 121,392.53	\$ 119,586.79
Greendale	\$	\$	\$ 3,225.85	\$ 6,451.71	\$ 9,677.56
Greenfield	\$ 115,149.00	\$ 115,149.00	\$ 111,867.09	\$ 108,585.17	\$ 105,303.26
Milwaukee	\$ 601,066.50	\$ 601,066.50	\$ 620,336.94	\$ 639,607.38	\$ 658,877.82
North Shore	\$ 181,252.50	\$ 181,252.50	\$ 175,623.89	\$ 169,995.27	\$ 164,366.66
Oak Creek	\$ 136,591.50	\$ 136,591.50	\$ 132,642.95	\$ 128,694.39	\$ 124,745.84
South Milwaukee	\$ 144,916.50	\$ 144,916.50	\$ 135,959.76	\$ 127,003.02	\$ 118,046.28
Wauwatosa	\$ 97,234.50	\$ 97,234.50	\$ 97,672.78	\$ 98,111.07	\$ 98,549.35
West Allis	\$ 98,785.50	\$ 98,785.50	\$ 99,472.48	\$ 100,159.45	\$ 100,846.43
TOTAL	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000

* If Contract Extension occurs.

C. The remaining funds, beyond \$1.5M but not to exceed the figures detailed in ARTICLE V(A), shall be distributed on a basis of \$30 per ALS transport on a schedule determined by the County. Estimates are provided in the table below based on ALS transports between 2013 and the second quarter of 2016. Distribution will be based on the actual number of transports during the contract period and shall not exceed \$375,000 in 2017, \$250,000 in 2018, and \$125,000 in 2019. There will be no payments in 2020.

ESTIMATE OF DISTRIBUTION OF COUNTY FUNDS PER AVERAGE ALS TRANSPORT					
	ACTUAL \$30/ALS TRANSPORT 2016	ESTIMATE \$30/ALS TRANSPORT 2017	ESTIMATE \$30/ALS TRANSPORT 2018	ESTIMATE \$30/ALS TRANSPORT 2019*	N/A 2020*
Franklin	\$ 21,407.44	\$ 16,055.58	\$ 10,703.72	\$ 5,351.86	\$ -
Greendale	\$ 12,764.50	\$ 9,573.38	\$ 6,382.25	\$ 3,191.13	\$ -
Greenfield	\$ 40,108.26	\$ 30,081.20	\$ 20,054.13	\$ 10,027.07	\$ -
Milwaukee	\$ 252,214.62	\$ 189,160.97	\$ 126,107.31	\$ 63,053.66	\$ -
North Shore	\$ 44,045.28	\$ 33,033.96	\$ 22,022.64	\$ 11,011.32	\$ -
Oak Creek	\$ 25,129.17	\$ 18,846.88	\$ 12,564.59	\$ 6,282.29	\$ -
South Milwaukee	\$ 15,194.37	\$ 11,395.78	\$ 7,597.19	\$ 3,798.59	\$ -
Wauwatosa	\$ 38,970.23	\$ 29,227.67	\$ 19,485.12	\$ 9,742.56	\$ -
West Allis	\$ 50,166.10	\$ 37,624.58	\$ 25,083.05	\$ 12,541.53	\$ -
TOTAL**	\$ 500,000	\$ 375,000	\$ 250,000	\$ 125,000	\$ -

* If Contract Extension occurs.

** 2017 total shall not exceed \$375,000. 2018 total shall not exceed \$250,000. 2019 total shall not exceed \$125,000.

ARTICLE VI. LIABILITY AND RISK ALLOCATION REQUIREMENTS

A. Indemnity and Hold Harmless. Subject to the provisions of Wisconsin law, Municipality and County hereby agree to defend, indemnify and hold the other Party harmless for actions by each Party's respective employees, agents, or authorized representatives and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, and liabilities arising out of the injury or death of either Party's employees, agents, or authorized representatives caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of either Party or of its agents or anyone acting under their direction or control or on their behalf in connection with or incidental to the performance of this Agreement. Each Party's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the Party indemnified to the fullest extent permitted by law but in no event shall they apply to the liability caused by the sole negligence of willful misconduct of the Party indemnified or held harmless.

B. Insurance and Indemnification. Each Party shall procure the necessary insurance to protect against claims that may arise out of this Agreement. Pursuant to Law, an obligation to pay damages because of injury to any person arising out of the rendering or failing to render emergency medical services by its paramedics and for the worker's compensation coverage of its paramedics, shall be the responsibility of the Municipality, it being understood and agreed that said paramedics are the employees of the Municipality for whom they work and are not the agents of Milwaukee County. Pursuant to Law, an obligation to pay damages because of injury to any person arising out of the negligence or fault of the County or the County's Medical Director, shall be the responsibility of the County, it being understood and agreed that said Medical Director is the agent of Milwaukee County.

C. Immunity. The Parties to this Agreement are governmental entities entitled to governmental immunities under law, including but not limited to Section 893.80, Wisconsin Statutes. Nothing contained herein shall waive the rights and defenses to which each Party may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 893.80, Wisconsin Statutes or any subsequent amendments thereof.

2 19 D Limitation on Claims. This Agreement shall not give rise to any liability or legal
3 0 responsibility arising from, or relating to, failure to respond to any request for aid, lack of speed in
4 1 responding to such a request, inadequacy or malfunction of equipment or supplies, or the abilities,
5 2 training, experience, errors or omissions of responding personnel.

6 3 **ARTICLE VII. GENERAL PROVISIONS**

7 4 A. Independent Relationship. None of the provisions of this Agreement are intended to create
8 5 nor shall they be deemed or construed to create a partnership, joint venture or any relationship
9 6 between the Parties other than that of independent entities contracting with each other hereunder
10 7 solely for the purpose of effectuating the provisions of this Agreement. Nothing contained within
11 8 this agreement is intended to be a waiver or estoppel of the Parties or its insurer to rely upon the
12 9 limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05, 893.80
13 0 or any other statutory provision. To the extent that indemnification is available and enforceable, the
14 1 Parties or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater
15 2 than the limits of liability of municipal claims established by Wisconsin law.

16 3 B. Governmental Functions and No Third Party Rights. All functions and activities performed
17 4 under this Agreement are hereby declared to be governmental functions conducted pursuant to the
18 5 powers conferred by the Wisconsin Statutes. Functions and activities performed under this
19 6 Agreement are carried out for the benefit of the general public and not for the benefit of any specific
20 7 individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an
21 8 agreement for the benefit of any third parties or persons and no third parties or persons shall have
22 9 any right of action under this Agreement for any cause whatsoever.

23 0 C. General Termination. Either party may terminate this Agreement without cause by serving a
24 1 sixty (60) day notice via certified mail in the event of passage and signing of a resolution by the
25 2 respective governing body declaring the intention of ending the provision of EMS services or
26 3 withdrawing support from the EMS system. Additionally, either party may terminate this
27 4 Agreement for-cause if either party is in material breach of its obligations under the terms of the
28 5 Agreement. Material breach of any provision of the contract, by either Party, may serve as grounds
29 6 for termination of the contract. In the event of a material breach of the Agreement, the offending
30 7 party shall have thirty (30) days from the date notice has been given to initiate correction of the
31 8 situation. If there is failure to initiate correction at the end of the 30-day period, the contract shall
32 9 be considered terminated 60 days from the original date of notification and any further obligations
33 0 on behalf of the Municipality and/or the County are terminated.

34 1 D. Emergency Termination by the County in Critical Service Situations. In recognition that the
35 2 OEM - EMS Program operates to provide health and safety services to all county residents and that
36 3 situations may arise which would prohibit the delivery of these services, thereby jeopardizing the
37 4 health and safety of county residents, the County may, with the recommendation of its contracted-
38 5 for-service Medical Director, suspend this contract on twenty-four (24) hours notice whenever a
39 6 situation occurs which would prohibit the Municipality from fulfilling its responsibility to provide
40 7 services to residents at the level mandated by the OEM - EMS program and which cannot be
41 8 corrected within a twenty-four (24) hour time span. For the purposes of this section, situations
42 9 which might interrupt the delivery of services to residents include, but are not limited to acts of
43 0

3 nature, acts of the Municipality or its employees or any other action which would reduce the
31 availability of trained and authorized EMS providers. In the event such a situation exists which
jeopardizes the health and safety of County residents and which warrants execution of the County's
right to suspend the contract under this section, the following shall occur:

1. The County shall inform the Municipality in writing of the situation jeopardizing the
5 safety and health of county residents and the intention of the County to suspend the OEM -
8 EMS contract for services within 24 hours unless the situation can be addressed and
1 corrected within a time span not to exceed 24 hours from the time of notification. This
2 notification shall include the date and exact time of suspension and shall be delivered to the
3 Municipality either electronically with verification of receipt, or through a postal service
377 with delivery confirmation.

2. The Director of the Office of Emergency Management shall inform the Office of the
523 County Executive and the Chair of the Committee on Judiciary, Safety and General Services
54 of the decision to suspend the contract under this section and provide a justification of the
5 action and the anticipated actions required to insure continuous delivery of services to
76 County residents. A full report of the situation shall be provided to the Municipality and
made available for the County Board of Supervisors and the County Executive within a ten
728 (10) day period following the execution of the County's right to suspend the contract under
379 this section. This report shall include, but not be limited to, the situation which warranted
330 the suspension of the contract, the actions of the Office of Emergency Management to insure
37 delivery of services to residents once the contract for services was suspended, the plans of
38 the Office of Emergency Management to insure continued delivery of services to residents
34 in the immediate future, and what, if any future contract changes would be required with the
35 Municipality or any other Municipality with which the County contracts for paramedic
6 services to insure the delivery of services.

3. Upon notification of the County's intent to suspend the contract under these
348 provisions, the Municipality shall address the concerns of the County within eight (8) hours
349 of receipt of notification of the County's intent to suspend the contract under this section
340 with a plan to correct the situation in a time frame not to exceed the twenty-four (24) hour
34 time frame, if the Municipality desires to maintain the operation of the Program(s).

4. The County has the right to reject any and all corrective action plans if those plans
347 do not, in the opinion of the County, insure the safety and health of County residents. The
348 contract shall be considered void twenty-four (24) hours from the original date and time of
344 notification and any obligations on behalf of the Municipality and/or the County suspended.
4

5 E. Contract Extensions: Should the County initiate a Capital Project for public safety data
interoperability and analytics, Capital Project WO30301 of the 2017 Milwaukee County
8 Recommended Capital Budget, County shall provide written notification to the Municipality. If the
49 Municipality chooses to participate in the Capital Project, the Municipality shall provide written
379 notification in kind and the Municipality shall be eligible for an automatic two-year extension of
this contract.

379 F. Disputes. Both Parties agree to attempt in good faith to resolve disputes informally as they
arise. In the event that informal dispute resolution is unsuccessful, either party may bring the

3 4 dispute before a third party mediator for consideration and final resolution. Nothing in this dispute
resolution process shall preclude either party from pursuing remedies available under the law.

56 G. Non-discrimination, Affirmative Action, Equal Opportunity and the Fair Labor Standards
Act. In the performance of work under this Agreement, the Parties shall not discriminate against any
8 employee or applicant for employment because of race, religion, color, national origin, age, sex,
9 sexual orientation, gender identity, or handicap, which shall include, but not be limited to,
61 employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
1 suspension; rates of pay or other forms of compensation; and selection for training including
62 apprenticeships.

36 H. Governing Law. This Agreement has been executed and delivered in, and shall be construed
364 and enforced, in accordance with the laws of the State of Wisconsin and ordinances of Milwaukee
33 County.

300 I. Endorsement. Each signatory to this Agreement represents that he or she has authority from
36 his or her respective Municipality or the County to enter into this Agreement in compliance with
33 Wisconsin State Statutes Section 66.0301.

52 J. Amendments. This Agreement may be amended from time to time by mutual agreement of
1 the Parties provided that any amendment shall be in writing and approved by the respective Parties
1 governing body.

5 K. Assignment. No Party may assign this Agreement.

L. Notices. Any notices under this Agreement given to the Parties shall be conclusively
3 deemed to be sufficiently given if personally delivered, sent by prepaid registered mail addressed or
3 sent electronically [should include to whom notices should be sent for each Party].

5 6 M. The Municipality and the County shall carry out its obligations under this Agreement in
compliance with the privacy regulations pursuant to the Public Law 104-191 of August 21, 1996,
5 8 known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F –
9 Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), to protect the privacy
81 of any personally identifiable protected health information (“PHI”) that is collected, processed or
8 learned as a result of Municipality services provided.

82 END OF TERMS – SIGNATURE PAGE FOLLOWS
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ATTACHMENT A

\$ 1,500,000

30-30-40 FORMULA

	POPULATION SERVED	30% OF POPULATION	SQ. MILES SERVED	30% OF SQ. MILES	AVG ALS TRANSPORT	40% OF ALS TRANSPORTS	TARGET
Franklin	35,451	3.7% \$ 16,845	34.69	14.5% \$ 65,166	4.2% \$ 24,935	\$ 106,947	
Greendale	14,332	1.5% \$ 6,810	5.57	2.3% \$ 10,463	2.5% \$ 14,985	\$ 32,259	
Greenfield	36,720	3.9% \$ 17,448	11.52	4.8% \$ 21,641	7.2% \$ 43,241	\$ 82,330	
Milwaukee	612,928	64.7% \$ 291,246	100.4	41.9% \$ 188,604	52.3% \$ 313,922	\$ 793,771	
North Shore	65,240	6.9% \$ 31,000	24.69	10.3% \$ 46,381	7.9% \$ 47,585	\$ 124,966	
Oak Creek	35,053	3.7% \$ 16,656	28.45	11.9% \$ 53,444	4.5% \$ 27,006	\$ 97,106	
South Milwaukee	39,577	4.2% \$ 18,806	9.57	4.0% \$ 17,977	3.1% \$ 18,566	\$ 55,349	
Wauwatosa	47,102	5.0% \$ 22,382	13.25	5.5% \$ 24,890	9.1% \$ 54,345	\$ 101,617	
West Allis	60,624	6.4% \$ 28,807	11.41	4.8% \$ 21,434	9.2% \$ 55,415	\$ 105,655	
TOTAL	947,027	100.0% \$ 450,000	239.55	100.0% \$ 450,000	100% \$ 600,000	\$ 1,500,000	

TEN-YEAR ADJUSTMENT FORMULA TO A NEW 30-30-40 FORMULA												
	2016/2017	10-YR +/-	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027 TARGET
Franklin	\$ 125,004.00	-\$ 1,805.74	\$ 123,198.26	\$ 121,392.53	\$ 119,586.79	\$ 117,781.06	\$ 115,975.32	\$ 114,169.59	\$ 112,363.85	\$ 110,558.12	\$ 108,752.38	\$ 106,947
Greendale	\$	\$ 3,225.85	\$ 3,225.85	\$ 6,451.71	\$ 9,677.56	\$ 12,903.41	\$ 16,129.27	\$ 19,355.12	\$ 22,580.97	\$ 25,806.83	\$ 29,032.68	\$ 32,259
Greenfield	\$ 115,149.00	-\$ 3,281.91	\$ 111,867.09	\$ 108,585.17	\$ 105,303.26	\$ 102,021.35	\$ 98,739.43	\$ 95,457.52	\$ 92,175.61	\$ 88,893.69	\$ 85,611.78	\$ 82,330
Milwaukee	\$ 601,066.50	\$ 19,270.44	\$ 620,336.94	\$ 639,607.38	\$ 658,877.82	\$ 678,148.27	\$ 697,418.71	\$ 716,689.15	\$ 735,959.59	\$ 755,230.03	\$ 774,500.47	\$ 793,771
North Shore	\$ 181,252.50	-\$ 5,628.61	\$ 175,623.89	\$ 169,995.27	\$ 164,366.66	\$ 158,738.04	\$ 153,109.43	\$ 147,480.81	\$ 141,852.20	\$ 136,223.58	\$ 130,594.97	\$ 124,966
Oak Creek	\$ 136,591.50	-\$ 3,948.55	\$ 132,642.95	\$ 128,694.39	\$ 124,745.84	\$ 120,797.28	\$ 116,848.73	\$ 112,900.18	\$ 108,951.62	\$ 105,003.07	\$ 101,054.52	\$ 97,106
South Milwaukee	\$ 144,916.50	-\$ 8,956.74	\$ 135,959.76	\$ 127,003.02	\$ 118,046.28	\$ 109,089.54	\$ 100,132.80	\$ 91,176.07	\$ 82,219.33	\$ 73,262.59	\$ 64,305.85	\$ 55,349
Wauwatosa	\$ 97,234.50	\$ 438.28	\$ 97,672.78	\$ 98,111.07	\$ 98,549.35	\$ 98,987.64	\$ 99,425.92	\$ 99,864.21	\$ 100,302.49	\$ 100,740.77	\$ 101,179.06	\$ 101,617
West Allis	\$ 98,785.50	\$ 686.98	\$ 99,472.48	\$ 100,159.45	\$ 100,846.43	\$ 101,533.41	\$ 102,220.39	\$ 102,907.36	\$ 103,594.34	\$ 104,281.32	\$ 104,968.30	\$ 105,655
TOTAL	\$ 1,500,000		\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000

- I The intent is to adjust the ICC % formula into a known, data driven distribution
- II Ten years of adjustment time is calculated to reach the target formula
- III The ten year adjustment approach does not guarantee future funding beyond the contract
- IV NEW 30-30-40 Formula would be implemented in 2018, year 2 of the contract.
- V For 2017 and 2018, monies not to exceed \$375k and \$250k, respectively would be distributed at \$30/ALS transport.

IN WITNESS, WHEREOF, the Parties have executed this Agreement as of the day and year set forth herein

For the City of Franklin

By, Mayor Steve Olson

Date

For the County of Milwaukee

Office of Emergency Management (OEM):

By Christine Westrich, Director of OEM

Date

Corporation Counsel:

Reviewed for Execution by Corporation Counsel:

By Corporation Counsel

Date

Community Business Development Partners (CBDP) DBE:

Reviewed as to disadvantaged business enterprise (DBE);

Approved with regards to County Ordinance Chapter 42:

By CBDP

Date

Risk Management:

By Risk Management

Date

Comptroller:

By Comptroller

Date

County Executive:

Chris Abele, County Executive

Date

Corporation Counsel:

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

By Corporation Counsel

Date

**AMENDMENT NO. 2
TO
INTERGOVERNMENTAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES (EMS)**

This Amendment No. 2 to Intergovernmental Agreement for Emergency Medical Services (EMS) (this “Amendment No. 2”) is entered into as of January 1, 2021 (the “Amendment Effective Date”), by and between Milwaukee County, a Wisconsin municipal body corporate (“County”), and [_____] (“Municipality”). Each of the County and Municipality also may be referred to herein as a “Party” and both may be referred to collectively as the “Parties.”

RECITALS:

Whereas, County and Municipality entered into that certain Intergovernmental Agreement Between Milwaukee County and [_____] For Emergency Medical Services (EMS) (2017 – 2018), effective as of January 1, 2017 (the “Agreement”), relating to the provision of a coordinated delivery system of EMS services to the residents of the County and others; and

Whereas, County and Municipality previously extended the term of the Agreement via Amendment: Intergovernmental Agreement for Emergency Medical Services (EMS) (2017-2018) dated July 21, 2017, through December 31, 2020 pursuant to Article VII(E) thereof; and

Whereas, representative of the strength of the County EMS System, as proven by the 2020 Adopted Capital Budget's investment in Project WO27301 of \$1.125M for countywide cardiac defibrillators, the Parties desire to extend further the term of the Agreement through December 31, 2025; and

Whereas, the Parties desire to further amend the Agreement as more particularly set forth herein;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereby agree as follows:

- 1.0 TERM. The term of the Agreement is hereby extended through December 31, 2025, unless extended or terminated in accordance with the terms of the Agreement.
- 2.1 AMENDMENT OF CHARTS. The charts in the following sections of the Agreement are hereby deleted and replaced with the charts set forth below:

2.1 Article III(B)(5):

SATURATION NUMBERS

	MED UNITS	PARAMEDIC (Footnote III)	FIRE STATIONS	PARAMEDIC (Footnote IV)	FORMULA PARAMEDICS	2020 ACTUAL PARAMEDICS	VARIANCE	SATURATION NUMBERS
Franklin	4	36	3	12			6	48
Greendale	2	18	1	4	22	17	5	22
Greenfield	4	36	2	8			1	44
Milwaukee	14	126	30	120	246	197	49	246
North Shore	3	27	5	20			-6	42
Oak Creek	3	27	3	12	39	40	-1	40
South Milwaukee	3	27	1	4			14	31
Wauwatosa	2	18	4	16	34	59	-25	59
West Allis	2	18	3	12			-47	77
TOTAL					530	534		609

- I Applicable to Municipalities that hold State EMT-P licenses
- II Formula based on # Med Units and # of Fire Stations
- III Med Units are manned by 2 paramedics/shift, +1 for vacation/sick time E g , 1 Med Unit operating 3 shifts needs 9 paramedics
- IV Fire Station paramedic staffing of 1/shift, +1 additional coverage over 3 shifts for vacation/sick time
- V Saturation Number based on the higher of the formula, or number of trained paramedics as of **January 1st, 2020**.
- VI Med Units equipped by the County must be staffed and available 25% or more during each year in order to be in the count
- VII The Saturation Number may change if a Municipality increases or decreases the number of Med Units or Fire Stations
- VIII Additional Municipalities may be added to the Saturation table should they become state-licensed or should they ride on a partnering Municipality's state license, with approval from the State DHS

2.2 Article III(D)(1):

See number of "MED UNITS" displayed in the Article III(B)(5) chart.

2 3 Attachment A

ATTACHMENT A

\$ 1,500,000

2021 30-30-40 FORMULA												
	POPULATION SERVED		30% OF POPULATION		SQ. MILES SERVED		30% OF SQ. MILES		AVG ALS TRANSPORT	40% OF ALS TRANSPORTS	TARGET	
Franklin	35,872	3.8%	\$	17,023	34.58	14.3%	\$	64,382	5.7%	\$	34,336	\$ 115,741
Hales Corners	7,598	0.8%	\$	3,606	3.192	1.3%	\$	5,944	--	--	--	\$ 9,549
TOTAL	43,470	4.6%		20,628	37.77	15.6%		70,326	5.7%	\$	34,336	\$ 125,291
Greendale	14,072	1.5%	\$	6,678	5.57	2.3%	\$	10,363	2.6%	\$	15,638	\$ 32,679
Greenfield	37,358	3.9%	\$	17,728	11.53	4.8%	\$	21,474	6.3%	\$	37,880	\$ 77,081
Milwaukee	592,025	62.4%	\$	280,939	96.184	39.8%	\$	179,105	50.0%	\$	300,041	\$ 760,085
St. Francis	9,514	1.0%	\$	4,515	2.569	1.1%	\$	4,784	--	--	--	\$ 9,299
West Milwaukee	4,122	0.4%	\$	1,956	1.119	0.5%	\$	2,084	--	--	--	\$ 4,040
TOTAL	605,661	63.9%		287,410	99.87	41.3%		185,972	50.0%	\$	300,041	\$ 773,423
North Shore	64,387	6.8%	\$	30,554	24.27	10.0%	\$	45,193	9.0%	\$	53,953	\$ 129,700
Oak Creek	36,470	3.8%	\$	17,306	28.45	11.8%	\$	52,971	5.2%	\$	31,493	\$ 101,771
South Milwaukee	20,801	2.2%	\$	9,871	4.83	2.0%	\$	8,992	2.9%	\$	17,426	\$ 36,289
Cudahy	18,202	1.9%	\$	8,638	4.772	2.0%	\$	8,886	--	--	--	\$ 17,524
TOTAL	39,003	4.1%		18,508	9.60	4.0%		17,878	2.9%	\$	17,426	\$ 53,813
Wauwatosa	48,376	5.1%	\$	22,956	13.23	5.5%	\$	24,630	8.8%	\$	52,941	\$ 100,528
West Allis	59,492	6.3%	\$	28,231	11.38	4.7%	\$	21,193	9.4%	\$	56,292	\$ 105,716
TOTAL	948,289	100%		450,000	241.66	100.0%		450,000	159%	\$	600,000	\$ 1,500,000

- I. Population data sourced from the 2010 U S Census Bureau's Population Estimates Program (PEP)
- II Square mileage sourced from the 2019 update to the U S. Census Bureau's Gazetteer files

TEN-YEAR ADJUSTMENT FORMULA TO A NEW 2021 30-30-40 FORMULA												
	2016/2017	2018-2020	7-YR +/- 2021-2025	2016	2017	2020	2021	2022	2023	2024	2025	2027 TARGET
Franklin	\$ 125,004.00	\$ 125,004.00	\$ 814.83	\$ 125,004.00	\$ 125,004.00	\$ 125,004.00	\$ 120,401.61	\$ 121,216.44	\$ 122,031.28	\$ 122,846.11	\$ 123,660.94	\$ 124,475.77
Greendale	\$	\$ 3,285.85	\$ 3,285.85	\$	\$ 3,285.85	\$ 3,285.85	\$ 12,963.40	\$ 16,249.26	\$ 19,535.11	\$ 22,820.96	\$ 26,106.82	\$ 29,392.67
Greenfield	\$ 115,149.00	\$ 115,149.00	\$ 4,031.72	\$ 115,149.00	\$ 115,149.00	\$ 115,149.00	\$ 101,271.55	\$ 97,239.83	\$ 93,208.11	\$ 89,176.39	\$ 85,144.67	\$ 81,112.95
Milwaukee	\$ 601,066.50	\$ 601,066.50	\$ 16,363.57	\$ 601,066.50	\$ 601,066.50	\$ 601,066.50	\$ 675,241.39	\$ 691,604.95	\$ 707,968.52	\$ 724,332.08	\$ 740,695.65	\$ 757,059.21
North Shore	\$ 181,252.50	\$ 181,252.50	\$ 4,952.32	\$ 181,252.50	\$ 181,252.50	\$ 181,252.50	\$ 159,414.35	\$ 154,462.03	\$ 149,509.71	\$ 144,557.39	\$ 139,605.07	\$ 134,652.75
Oak Creek	\$ 136,591.50	\$ 136,591.50	\$ 3,282.18	\$ 136,591.50	\$ 136,591.50	\$ 136,591.50	\$ 121,463.67	\$ 118,181.49	\$ 114,899.32	\$ 111,617.14	\$ 108,334.96	\$ 105,052.78
South Milwaukee	\$ 144,916.50	\$ 144,916.50	\$ 9,176.24	\$ 144,916.50	\$ 144,916.50	\$ 144,916.50	\$ 108,870.04	\$ 98,693.81	\$ 90,517.57	\$ 81,341.34	\$ 72,165.10	\$ 62,988.87
Wauwatosa	\$ 97,234.50	\$ 97,234.50	\$ 282.61	\$ 97,234.50	\$ 97,234.50	\$ 97,234.50	\$ 98,831.95	\$ 99,114.57	\$ 99,397.18	\$ 99,679.79	\$ 99,962.40	\$ 100,245.02
West Allis	\$ 98,785.50	\$ 98,785.50	\$ 695.59	\$ 98,785.50	\$ 98,785.50	\$ 98,785.50	\$ 101,542.03	\$ 102,237.62	\$ 102,933.21	\$ 103,628.79	\$ 104,324.38	\$ 105,019.97
TOTAL	\$ 1,500,000	\$ 1,500,000	\$ 814.83	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000

- I The intent is to adjust the ICC % formula into a known, data driven distribution
- II Ten years of adjustment time is calculated to reach the target formula
- III The ten year adjustment approach does not guarantee future funding beyond the contract
- IV NEW 30-30-40 Formula would be implemented in 2018, year 2 of the contract.
- V For 2017 and 2018, monies not-to-exceed \$375k and \$250k, respectively, would be distributed at \$30/ALS transport.
- VI Years 2018-2020 are grayed out because these stipends do not apply to Amendment No. 2, rather the original 30-30-40 figures from the EMS 2017-2018 Agreement withstand

3.0 AMENDMENT TO COUNTY FUNDING REQUIREMENTS. The subsections of Article V are hereby amended as follows:

3.1 Article V(A) is hereby amended to add the following years and corresponding funding amounts for years 2021-2025:

2021: \$1,500,000;

2022: \$1,500,000;

2023: \$1,500,000;

2024: \$1,500,000;

2025: \$1,500,000.

3.2 The ICC EMS Formula Schedule in Article V(B) for 2021-2025, using the formula noted in Attachment A as revised in this Amendment, is as follows:

	2021	2022	2023	2024	2025
Franklin	\$ 120,401.61	\$ 121,216.44	\$ 122,031.28	\$ 122,846.11	\$ 123,660.94
Greendale	\$ 12,963.40	\$ 16,249.26	\$ 19,535.11	\$ 22,820.96	\$ 26,106.82
Greenfield	\$ 101,271.55	\$ 97,239.83	\$ 93,208.11	\$ 89,176.39	\$ 85,144.67
Milwaukee	\$ 675,241.39	\$ 691,604.95	\$ 707,968.52	\$ 724,332.08	\$ 740,695.65
North Shore	\$ 159,414.35	\$ 154,462.03	\$ 149,509.71	\$ 144,557.39	\$ 139,605.07
Oak Creek	\$ 121,463.67	\$ 118,181.49	\$ 114,899.32	\$ 111,617.14	\$ 108,334.96
South Milwaukee	\$ 108,870.04	\$ 99,693.81	\$ 90,517.57	\$ 81,341.34	\$ 72,165.10
Wauwatosa	\$ 98,831.95	\$ 99,114.57	\$ 99,397.18	\$ 99,679.79	\$ 99,962.40
West Allis	\$ 101,542.03	\$ 102,237.62	\$ 102,933.21	\$ 103,628.79	\$ 104,324.38
TOTAL	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00

3.3 Article V(B) is hereby amended to delete the following and replace with:

"The County shall make equal payments to the Municipality during the first week of each first month immediately following the payment quarter of the years covered by this agreement."

3.4 Article V(C) is hereby amended to add the following:

"The distribution of County funds at the value of \$30 per ALS transport was terminated in the 2017 Agreement in the year 2020. There is no longer an applicable corresponding table as these calculations are obsolete."

4.0 Amendment to ARTICLE IV(H) defining Key Performance Metrics as the following:

EMS Agreement Amendment No. 2 (2021 - 2025) Key Performance Metrics

KPM KPMs be monitored via accessible tracking board to be reported out in the countywide Admin Review and CQIP meetings.	Funding %	Notes
1 Attendance at 80% of bimonthly Administrative Review meetings by department representative.	15%	
2 Attendance at 80% of monthly Continuous Quality Improvement Process meetings by department representative.	15%	
3 Submit quarterly plan to address overdue education assignments by April 30th, July 31st, October 31st, and January 31st based on a quarterly report generated and shared by OEM.	15%	
4. Full completion of the Human Subjects Protection Training by all providers every two years beginning in 2021	15%	
5 Monthly report of adherence to daily completion of the controlled substance log All incompletes are addressed via report form submitted monthly	15%	OEM-developed report form.
6 Engage in annual strategic planning session (system-wide) with EMS Agenda 2050 as focus.	15%	Activities related to EMS Agenda 2050 will be monitored via Admin Review and CQIP
7. Increase bystander CPR/Public AED Access by:	10%	
7a Identify barriers to intervention in each community		2021 activity.
7b. Create plan to address/decrease barriers in each community		2022 activity.
7c. Implement plan		2023 activity
7d. Measure impact		2024 activity
	100%	

5.0 MISCELLANEOUS. Parties agree that Milwaukee County distribution dollars, as amended in ARTICLE V(A) and V(B), may only be used for the sole purpose of EMS services.

6.0 MISCELLANEOUS. Except as modified by this Amendment No. 2, the Agreement remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment No. 2, the Amendment No. 2 shall prevail. Capitalized terms used but not otherwise defined herein shall have the meanings provided for them in the Agreement.

Signature Page Follows

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written

FOR MILWAUKEE COUNTY:

FOR _____

BY Christine Westrich DATE 7/28/2020

BY _____ DATE _____

NAME Christine Westrich

NAME Adam Remington

TITLE Director OEM

TITLE Fire Chief

DEPARTMENT OEM

TAXPAYER ID No _____

REVIEWED AS TO INSURANCE REQUIREMENTS:

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY Megan Rogers DATE 8/6/2020
Risk Manager
Office of Risk Management

BY Lamont Robinson DATE 8/6/2020
Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY [Signature] DATE 8/6/2020
Milwaukee County Comptroller
Office of the Comptroller

BY Paul Englitsch DATE 8/20/2020
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY [Signature] DATE 8/20/2020
David Crowley, County Executive
Office of the County Executive

BY Paul Englitsch DATE 8/27/2020
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED FOR COMPLIANCE WITH COVID-19 PUBLIC HEALTH EMERGENCY FISCAL ACTIONS ADMINISTRATIVE ORDER 20-9

BY JOSEPH LAMERS DATE 8/5/2020
Director of Performance, Strategy & Budget
Department of Administrative Services

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1 13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 9th Floor - 633 W Wisconsin	CONTRACT TYPE Professional Service - Operatin <input checked="" type="checkbox"/> Professional Service - Capita Purchase of Service Preliminary <input type="checkbox"/> Final <input checked="" type="checkbox"/>
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DEPARTMENT NAME Office of Emergency Management (OEM)	AGENCY NO 480	DEPARTMENT (HIGH) ORG 4800
---	------------------	-------------------------------

VENDOR INFORMATION

VENDOR NO	ORDER TYPE	NEW or	AMEND	CONTRACT NO
<ENTER MUNICIPAL FIRE DEPARTMENT>			X	

NAME OF VENDOR MUNICIPAL FIRE DEPARTMENT	ADDRESS MUNICIPAL ADDRESS
---	------------------------------

TAX ID NO	EFFECTIVE DATES begin date: 01/01/21 end date: 12/31/25	LENGTH OF CONTRACT (MONTHS) 60	AMENDMENT ONLY DOLLAR CHANGE	TOTAL CONTRACT AMOUNT \$7,500,000
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ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2021		0001	480	4803			6148				\$1,500,000
2022		0001	480	4803			6148				\$1,500,000
2023		0001	480	4803			6148				\$1,500,000
2024		0001	480	4803			6148				\$1,500,000
2025		0001	480	4803			6148				\$1,500,000

PURPOSE OF CONTRACT

This Intergovernmental Agreement Amendment No. 2 is a five-year extension of an agreement with nine local fire departments for the provision of Emergency Medical Services (EMS). The agreement allows the continuing distribution of \$1,500,000 to local fire departments based on an ICC-approved formula which varies by population, square miles and paramedic transport volume per community.

Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No Approval is pending. Date Approved _____

If NO, why is County Board approval not required? _____

Was Contract fully executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Christine Westrich	2.19.2020	
Prepared By	Date	Director OEM

	2.19.2020	
Signature of County Administrator	Date	Director OEM

	Title
	Director OEM
	Title

TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator Christine Westrich Phone: 414-345-7191 Date 2 10 2020
Email Address christine.westrich@milwaukeecountywi.gov Dept OEM Grant \$\$ n/a Org No 4800

PROJECT INFORMATION

Project Name EMS Amendment No 2 Project No n/a

Contract Scope/Project Description (**attach scope/description of work or estimating sheet**)
\$1,500,000 annual distribution to 12 local fire departments for the provision of Emergency Medical Services, as granted in a five-year extension through Amendment No. 2

Contracting Opportunities (List NAICS codes) n/a

TYPE OF PROJECT

Contract Value \$7,500,000 Contract Type. Intergovernmental Agreement
Recommended Goal \$0.00

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less
- B. Rental or Lease
- C. Governmental Agency or Institution
- D. ¹Non-Profit (No subcontract)
- E. Purchasing or Renewal of software license
- F. ²Contract Extension/Amendment
- G. ³Specialized
- H. Only one individual assigned to the contract
- I. The nature (scope of work) of contract doesn't have subcontracting opportunities
- J. ⁴Grants
- K. No funding use by Milwaukee County
- L. Special License or Certificate required
- M. Other _____

Department/Division Administrator
Name Christine Westrich Signature Christine Westrich Digitally signed by Christine Westrich
Date: 2020.02.19 13:54:07 -0600 Date 2.19.2020

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals. _____ %

This contract is exempt from a participation goal ___ Yes ___ No

Approved  Date 2-19-2020

Note: 1 Non-Profit is not subcontracting work 2 Must have the original Participation agreement 3 No known TBE firms available 4 No subcontracting to a non-profit entity 5 A non-Milwaukee County entity is funding the project

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1 13, for procedures)													
Mail to: Preliminary: Office of the Comptroller, Courthouse Room 301 Final: Accounts Payable, Courthouse Room 301 and Community Business Development Partners City Campus - 8th Floor Preliminary: Office of the Comptroller, Contract Signatures Room 301 Courthouse Final: Office of the Comptroller Accounts Payable Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus						CONTRACT TYPE							
						Professional Service - Operating							
						Professional Service - Capital							
						Purchase of Service							
Preliminary <input checked="" type="checkbox"/> Final <input type="checkbox"/>													
DEPARTMENT NAME						AGENCY NO		DEPARTMENT (HIGH) ORG					
Office of Emergency Management						480		4800					
VENDOR INFORMATION													
VENDOR NO				ORDER TYPE		NEW or	AMEND	CONTRACT NO					
80202						"new" per							
NAME OF VENDOR				ADDRESS									
Franklin, City of				9229 W Loomis Road									
TAX I D. NO		EFFECTIVE DATES.		LENGTH OF CONTRACT		AMENDMENT ONLY		DOLLAR		TOTAL CONTRACT			
		begin date	end date	(IN MONTHS)		CHANGE				AMOUNT			
Insert in Schedule		01/01/21	12/31/25	60						\$ 610,156 38			
ACCOUNTING INFORMATION													
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number		Report Cat	Units	Amount to be Expended/ Amendment	
2021		0001	480	4841			6148					\$ 120,401 61	
2022		0001	480	4841			6148					\$ 121,216 44	
2023		0001	480	4841			6148					\$ 122,031 28	
2024		0001	480	4841			6148					\$ 122,846 11	
2025		0001	480	4841			6148					\$ 123,660 94	
PURPOSE OF CONTRACT													
Amendment 2 extending through 12/31/2025 the 2017-2018 Intergovernmental Agreement for Emergency Medical Services													
Amendment 1 extended the 2017-2018 IGA from 2019 to 2020 The IGA does not provide for an additional extension, so the IGA would expire 12/31/2020 Per Corporation Counsel's advice, this 2021-2025 extension is considered a "new" contract " We are requesting a new encumbrance be established on 1/1/2021 for Amendment 2													
Was County Board approval received prior to contract execution or contract amendment or extension?													
<input checked="" type="checkbox"/>	If YES, give County Board File No	20-197	Date Approved	5/28/2020									
<input type="checkbox"/>	If NO, why is County Board approval not required?												
Was Contract fully executed prior to work being performed (all signatures received)?										<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Is Vendor a certified professional service DBE?										<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
Prepared By				Date		Title							
Signature of County Administrator				Date		Title							

Certificate Of Completion

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Subject Please DocuSign EMS Agreement FFD
Source Envelope
Document Pages 10 Signatures 8
Certificate Pages 6 Initials 0
AutoNav Enabled
Envelope Stamping Enabled
Time Zone (UTC-06 00) Central Time (US & Canada)

Status Delivered

Envelope Originator
Dan Pojar
633 W Wisconsin Ave
Suite 901
Milwaukee, WI 53203
Dan Pojar@milwaukeecountywi.gov
IP Address 204 194 251 3

Record Tracking

Status Original
7/22/2020 2 12 37 PM

Holder Dan Pojar
Dan Pojar@milwaukeecountywi.gov

Location DocuSign

Signer Events

JOSEPH LAMERS
Joseph Lamers@milwaukeecountywi.gov
Budget Director
Milwaukee County
Security Level Email, Account Authentication
(None)

Signature



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Signed 8/5/2020 3 49 04 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Christine Westrich
christine.westrich@milwaukeecountywi.gov
Director OEM
Milwaukee County
Security Level Email, Account Authentication
(None)

Christine Westrich

Signature Adoption Pre-selected Style
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Lamont Robinson
lamont.robinson@milwaukeecountywi.gov
Director, CBDP
Milwaukee County
Signing Group Community Business Development
Partners
Security Level Email, Account Authentication
(None)

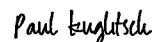


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Paul Kuglitsch
paul.kuglitsch@milwaukeecountywi.gov
Deputy Corporation Counsel
Milwaukee County
Signing Group Corporation Counsel
Security Level Email, Account Authentication
(None)



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Signer Events

Scott Manske
comptrollersignature@milwaukeecountywi.gov
Comptroller
Milwaukee County
Security Level Email, Account Authentication (None)

Signature



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Timestamp

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Signed 8/6/2020 3 25 08 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Megan Rogers
megan.rogers@milwaukeecountywi.gov
Interim Director
Milwaukee County
Signing Group Risk Management
Security Level Email, Account Authentication (None)

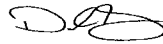


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County Executive David Crowley
David.Crowley@milwaukeecountywi.gov
Milwaukee County Executive
Milwaukee County
Security Level Email, Account Authentication (None)

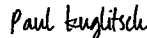


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Electronic Record and Signature Disclosure:
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Paul Kuglitsch
paul.kuglitsch@milwaukeecountywi.gov
Deputy Corporation Counsel
Milwaukee County
Signing Group Corporation Counsel
Security Level Email, Account Authentication (None)



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Adam Remington
aremington@franklinwi.gov
Fire Chief
Security Level Email, Account Authentication (None)

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/27/2020 1 21 28 PM

Certified Delivered

Security Checked

8/28/2020 7 21 59 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>09/15/20</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY, BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (BEAR DEVELOPMENT, LLC, APPLICANT (FRANKLIN MILLS, LLC AND DANIEL L. MATHSON AND VIRGINIA K. MATHSON, PROPERTY OWNERS)) (AT 10082 SOUTH 124TH STREET AND PROPERTY GENERALLY LOCATED SOUTH OF LOOMIS COURT AND EAST OF SOUTH NORTH CAPE ROAD)</p>	<p>ITEM NUMBER</p> <p><i>G, 3.</i></p>
<p>City Development staff recommends approval of a resolution authorizing certain officials to accept this landscape bufferyard easement for and as part of the approval of a 2 lot certified survey map upon property generally located south of Loomis Court and east of South North Cape Road, subject to technical corrections by the City Attorney.</p> <p>The applicant submitted this landscape bufferyard easement for Common Council approval to comply with condition No. 8 of Certified Survey Map Resolution No. 2019-7565:</p> <p><i>The applicant shall submit a 25-foot wide landscape bufferyard easement for City staff review, Common Council approval, and recording with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map.</i></p> <p>COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2020-____, a resolution authorizing certain officials to accept a landscape bufferyard easement for and as part of the approval of a 2 lot certified survey map upon property generally located south of Loomis Court and east of South North Cape Road.</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY, BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (BEAR DEVELOPMENT, LLC, APPLICANT (FRANKLIN MILLS, LLC AND DANIEL L. MATHSON AND VIRGINIA K. MATHSON, PROPERTY OWNERS)) (AT 10082 SOUTH 124TH STREET AND PROPERTY GENERALLY LOCATED SOUTH OF LOOMIS COURT AND EAST OF SOUTH NORTH CAPE ROAD)

WHEREAS, the Common Council having approved a Certified Survey Map upon the application of Bear Development, LLC, on December 17, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Landscape Bufferyard Easement; and

WHEREAS, §15-5.0301.D. of the Unified Development Ordinance requires landscape bufferyards between different zoning districts to minimize potential nuisances, and said landscape bufferyard to be protected by a landscape bufferyard easement; and

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
LANDSCAPE BUFFERYARD EASEMENT
BEAR DEVELOPMENT, LLC
RESOLUTION NO. 2020-_____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

LANDSCAPE BUFFERYARD EASEMENT

Franklin Mills, LLC/Poberezny Revocable Trust/Virginia K Mathson/Robert Mathson/Leslie Mathson Certified Survey Map

This Landscape Bufferyard easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Franklin Mills, LLC, the Poberezny Revocable Trust, Virginia K Mathson, Robert Mathson, and Leslie Mathson, hereinafter referred to as "Grantors," and shall become effective upon the recording of this Grant of Landscape Bufferyard Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantors are the owners in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, located on STH 45, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor is required by Section 15-5 0102A of the City of Franklin Unified Development Ordinance to provide a twenty-five (25) foot-wide planting strip adjacent to neighboring properties currently zoned R-2 Estate Single-Family Residence District and R-8 Multiple-Family Residence District, and

WHEREAS, Franklin Mills, LLC was the applicant for a proposed Certified Survey Map as set forth in City of Franklin Resolution No 2019-7565, conditionally approving a Certified Survey Map, adopted on December 17, 2019. Condition 8 of Resolution No 2019-7565 thereof providing The applicant shall submit a 25-foot wide landscape buffer easement for City staff review, Common Council approval and recording with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map, and

WHEREAS, Grantee is a "holder", as contemplated by §700 40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62 23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

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

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

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

Grantee's rights hereunder shall consist solely of the following

- 1 To establish and ensure the continuance of an area reserved for the planting of trees and shrubs for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining the Franklin Mills property by requiring this protected property to be open space in perpetuity; the protected property shall consist of natural existing vegetation and approved landscaping of trees, shrubs, fences, and/or berms, designed to provide a screen and buffer between the subject property and adjacent properties currently zoned Residential Specifically, the property directly north, identified with Tax Key No 891-9999-000 and a portion of the property directly south, identified with Tax Key No 939-9994-000 The limits of the Landscape Bufferyard Easements are shown on Exhibit A and legally described in Exhibit B
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants

subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

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

- 1 Construct or place buildings or any structure, beyond those buildings and structures and improvements as identified on any engineering or construction plans approved by the City of Franklin
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the, by the Plan Commission of the City of Franklin, by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the open space buffer value of the protected property to the occupants of land adjoining or neighboring the protected property including, but not limited to fences, berms, and the like

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

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

To Grantor:
Franklin Mills, LLC
Attn. S R Mills
4011 80th Street
Kenosha, WI 53142

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

To Grantor
Poberezny Revocable Trust
Attn Sharon Poberezny
18925 Alta Vista Way
Brookfield, WI 53045

To Grantor
Leslie Mathson
8601 Desert Rain Road, NW
Albuquerque, NM 87120

To Grantor
Robert Mathson
57 Oak Leaf Circle
Fairfield Glade, TN 38558

In witness whereof, the grantor has set its hand and seals this on this date of _____, 20__

Franklin Mills, LLC

By: _____
Stephen R Mills, President

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

This instrument was acknowledged before me on the _____ day of _____, A D. 20__ by

Stephen R Mills as President and Signatory of Franklin Mills, LLC

To me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Franklin Mills, LLC

Notary Public

My commission expires _____

In witness whereof, the grantor has set its hand and seals this on this date of _____, 20__

Poberezny Revocable Trust

By: _____

Its _____

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, A D. 20__ by

_____ as Authorized Officer and Signatory of Poberezny Revocable Trust

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

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__

By _____
Virginia K. Mathson, By Sharon Poberezny as POA

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Virginia K Mathson By Sharon Poberezny as POA, to me known to be the person who executed the foregoing Conservation Easement

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__.

By _____
Robert Mathson

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert Mathson, to me known to be the person who executed the foregoing Conservation Easement.

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__.

By: _____
Leslie Mathson

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Leslie Mathson, to me known to be the person who executed the foregoing Conservation Easement

Notary Public

My commission expires _____

Acceptance

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

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, 20__.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Regulo Martinez-Montilva
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

The undersigned, (name of mortgagee), a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20__, as Document No _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property

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

Name of Mortgagee
a Wisconsin Banking Corporation

By _____

Name _____

Title: _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

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

Name _____

Notary Public, State of Wisconsin

My commission expires _____

Exhibit A

The property upon which the open space buffer lands are located is legally described as follows:

LEGAL DESCRIPTIONS

Being a parcel of land located in the Fractional Northwest Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more fully described as follows
Beginning at the West Quarter Corner of Section 30,
Thence S89°39'32"E coincident with the North line of the Fractional Northwest Quarter of the Southwest Quarter of Section 30 a distance of 996.25 feet,
Thence S00°25'41"E a distance of 874.50 feet,
Thence N89°39'32"W a distance 996 25 feet to its intersection with the West Line of the Fractional Northwest Quarter of the Southwest Quarter of Section 30,
Thence N00°25'41"W coincident with said West line a distance of 874 50 feet to the point of beginning

Said parcel contains 20 000 acres (871,221 Square feet) more or less
Subject to all easements and restrictions of record

Outlot 1 of Certified Survey Map No 11704, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on May 14, 2018, as Document No. 4338914, being a part of the Northeast ¼ of the Southeast ¼ of Section 25, Township 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin

Said parcel contains 0 584 acres (25,426 Square feet) more or less
Subject to all easements and restrictions of record

Being a parcel of land located in the Fractional Northwest Quarter of the Southwest Quarter and the West Half of the Northeast Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more fully described as follows
Commencing at the West Quarter Corner of Section 30,
Thence S89°39'32"E coincident with the North line of the Fractional Northwest Quarter of the Southwest Quarter of Section 30 a distance of 996.25 feet to the point of beginning

Thence S89°39'32"E coincident with the North line of the Southwest Quarter of Section 30, a distance of 1012.48 feet to the Northeast corner of the West half of the Northeast Quarter of the Southwest Quarter of said Section 30;
Thence S00°34'08"E coincident with the East line of the West half of the Northeast Quarter of the Southwest Quarter of said Section 30, a distance of 409.08 feet;
Thence S61°45'56"W a distance of 504.80 feet;
Thence S89°34'40"W a distance of 197 11 feet;
Thence N57°48'56"W a distance of 290 15 feet,
Thence S89°34'40"W a distance of 125.33 feet,
Thence N00°25'41"W a distance of 501 74 feet to its intersection with the North line of the Fractional Northwest Quarter of the Southwest Quarter of Section 30 also being the point of beginning ,

Said parcel contains 13 052 acres (568,538 Square feet) more or less
Subject to all easements and restrictions of record

A map depicting the open space buffer lands is annexed hereto

The open space buffer lands are legally described as as set forth on EXHIBIT B annexed hereto]

Exhibit B

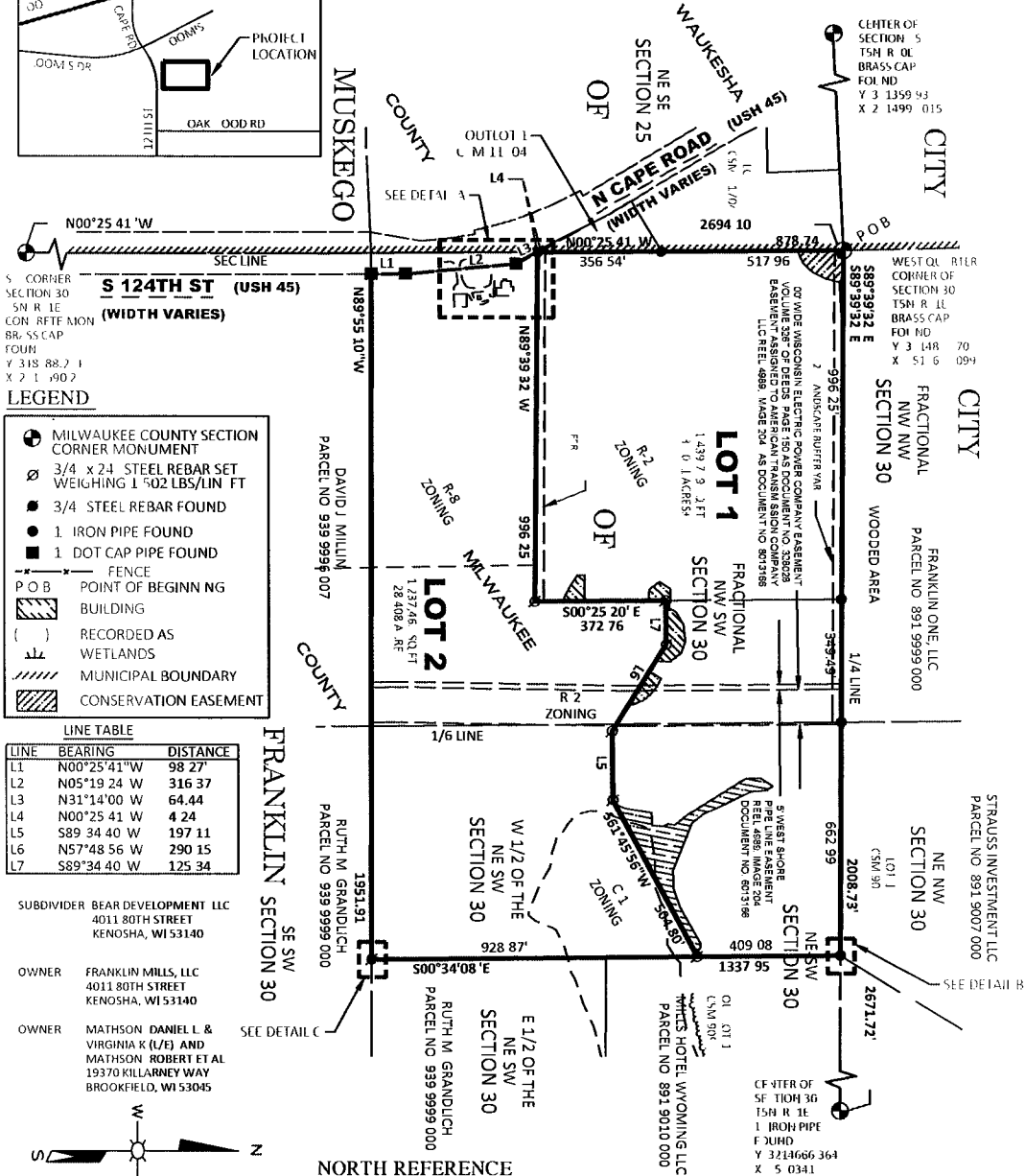
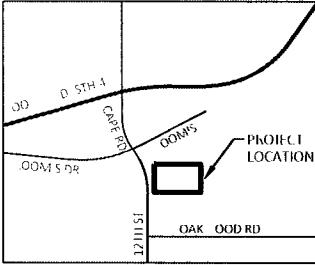
The North 25 feet of the Fractional Northwest Quarter of the Southwest Quarter of Section 30, Township 5 North, R21 East, City of Franklin, Milwaukee County Wisconsin.

The South 25 feet of the West 996.25 feet of the North 874.50 feet of the Fractional Northwest Quarter of the Southwest Quarter of Section 30, Township 5 North, R21 East, City of Franklin, Milwaukee County Wisconsin.

CERTIFIED SURVEY MAP NUMBER

BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE
21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LOCATION MAP



S. CORNER SECTION 30
5N R 1E
CON. REF. MON.
BR. SS CAP
FOUN.
Y 318 88.71
X 271.902

S 124TH ST (USH 45)
(WIDTH VARIES)

LEGEND

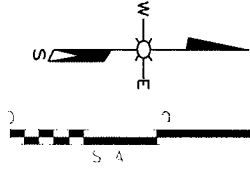
- MILWAUKEE COUNTY SECTION CORNER MONUMENT
- ⊗ 3/4 x 24 STEEL REBAR SET WEIGHING 1.502 LBS/LIN. FT
- 3/4" STEEL REBAR FOUND
- 1" IRON PIPE FOUND
- 1" DOT CAP PIPE FOUND
- FENCE
- POINT OF BEGINNING
- ▨ BUILDING
- () RECORDED AS
- WETLANDS
- MUNICIPAL BOUNDARY
- ▨ CONSERVATION EASEMENT

LINE	BEARING	DISTANCE
L1	N00°25'41"W	98.27
L2	N05°19'24 W	316.37
L3	N31°14'00 W	64.44
L4	N00°25'41 W	4.24
L5	S89°34'40 W	197.11
L6	N57°48'56 W	290.15
L7	S89°34'40 W	125.34

SUBDIVIDER BEAR DEVELOPMENT LLC
4011 80TH STREET
KENOSHA, WI 53140

OWNER FRANKLIN MILLS, LLC
4011 80TH STREET
KENOSHA, WI 53140

OWNER MATHSON DANIEL L. & VIRGINIA K (L/E) AND MATHSON ROBERT ET AL
19370 KILLARNEY WAY
BROOKFIELD, WI 53045



NORTH REFERENCE
BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM 5011701M (M.D. 1/1/2015). THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30 T5N R21E ASSUMED TO BE R 58°19'31.3 E

DATE 10-8-19	DIRECTORY NO.
PROJECT NO. S3399A19	DRAFTED BY JBM
SHEET 1 OF 7	DRAWING NAME CSM

SURVEY FOR: **CITY OF FRANKLIN CSM**
SECTION 30, T5N R21E
CITY OF FRANKLIN
MILWAUKEE COUNTY WISCONSIN

Omni Associates
ONE SYSTEMS DRIVE
APPLETON, WI 54914
PHONE (920) 735-8900
FAX (920) 830-6100

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/15/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY, BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (BEAR DEVELOPMENT, LLC, APPLICANT (FRANKLIN MILLS, LLC AND DANIEL L. MATHSON AND VIRGINIA K. MATHSON, PROPERTY OWNERS))</p> <p style="text-align: center;">(AT 10082 SOUTH 124TH STREET AND PROPERTY GENERALLY LOCATED SOUTH OF LOOMIS COURT AND EAST OF SOUTH NORTH CAPE ROAD)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>
<p>City Development staff recommends approval of a resolution authorizing certain officials to accept this conservation easement for and as part of the approval of a 2 lot certified survey map upon property generally located south of Loomis Court and east of South North Cape Road, subject to technical corrections by the City Attorney.</p> <p>The applicant submitted this conservation easement for Common Council approval to comply with condition No. 10 of Certified Survey Map Resolution No. 2019-7565.</p> <p><i>The applicant shall submit a written conservation easement document and a Conservation Easement restriction note on the face of the Certified Survey Map for Lot 1, subject to review and approval by the Department of City Development , prior to recording the Certified Survey Map. The Conservation Easement shall be reviewed by City staff, and approved by the Common Council, for recording with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map.</i></p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2020-_____, a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a 2 lot certified survey map upon property generally located south of Loomis Court and east of South North Cape Road, subject to technical corrections by the City Attorney.</p>		

RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY, BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (BEAR DEVELOPMENT, LLC, APPLICANT (FRANKLIN MILLS, LLC AND DANIEL L. MATHSON AND VIRGINIA K. MATHSON, PROPERTY OWNERS)) (AT 10082 SOUTH 124TH STREET AND PROPERTY GENERALLY LOCATED SOUTH OF LOOMIS COURT AND EAST OF SOUTH NORTH CAPE ROAD)

WHEREAS, the Common Council having approved a Certified Survey Map upon the application of Bear Development, LLC, on December 17, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands, wetland buffers, wetland setbacks on the site; and

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

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

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

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT
BEAR DEVELOPMENT, LLC
RESOLUTION NO. 2020-_____

Page 2

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

Franklin Mills/Poberezny Revocable Trust/Virginia K Mathson/Robert Mathson/Leslie Mathson Certified Survey Map

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Franklin Mills, LLC a Wisconsin Limited Liability Company, the Poberezny Revocable Trust, Virginia K Mathson, Robert Mathson, and Leslie Mathson, hereinafter referred to as "Grantors," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantors are the owners in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibits A, B and C attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantors desire and intend that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, wetlands, wetland buffers and wetland setbacks as identified in the Natural Resource Protection Plan compiled by Westwood Professional Services, Inc , dated October 3, 2019, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a "holder", as contemplated by § 700.40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

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

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

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

Grantee's rights hereunder shall consist solely of the following:

- 1 To view the protected property in its natural, scenic, and open condition;
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

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

- 1 Construct or place buildings or any structure,
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the

protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like,

- 3 Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, except within the wetland setback areas as provided in Section 15-4.0102 (I) of the City of Franklin Unified Development Ordinance, including any cutting or removal of vegetation, except for the removal of dead or diseased trees,
- 4 Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris,
5. Plant any vegetation not native to the protected property or not typical wetland vegetation,
- 6 Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

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

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

To Grantor
Franklin Mills, LLC
Attn. S.R Mills
4011 80th Street
Kenosha, WI 53142

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

To Grantor
Poberezny Revocable Trust
Attn Sharon Poberezny
18925 Alta Vista Way
Brookfield, WI 53045

To Grantor
Leslie Mathson
8601 Desert Rain Road, NW
Albuquerque, NM 87120

To Grantor.
Robert Mathson
57 Oak Leaf Circle
Fairfield Glade, TN 38558

In witness whereof, the Grantor has set his hand on this date of _____, 20__

Franklin Mills, LLC

By: _____
Stephen R. Mills, President

STATE OF WISCONSIN)
) ss
KENOSHA COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Stephen R. Mills, as President of Franklin Mills, LLC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Franklin Mills, LLC

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__.

Poberezny Revocable Trust

By: _____
Its _____

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, as _____ of the Poberezny Revocable Trust, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Poberezny Revocable Trust

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__

By _____
Virginia K Mathson, By Sharon Poberezny as POA

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Virginia K Mathson By Sharon Poberezny as POA, to me known to be the person who executed the foregoing Conservation Easement.

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__

By _____
Robert Mathson

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert Mathson, to me known to be the person who executed the foregoing Conservation Easement

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__

By _____
Leslie Mathson

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Leslie Mathson, to me known to be the person who executed the foregoing Conservation Easement

Notary Public

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, (*[name of mortgagee]*), a [*Wisconsin*] banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the protected property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20____, as Document No _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property

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

[Name of Mortgagee]
a [*Wisconsin*] Banking Corporation

By: _____

Name _____

Title _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

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

Name _____

Notary Public, State of [*Wisconsin*]

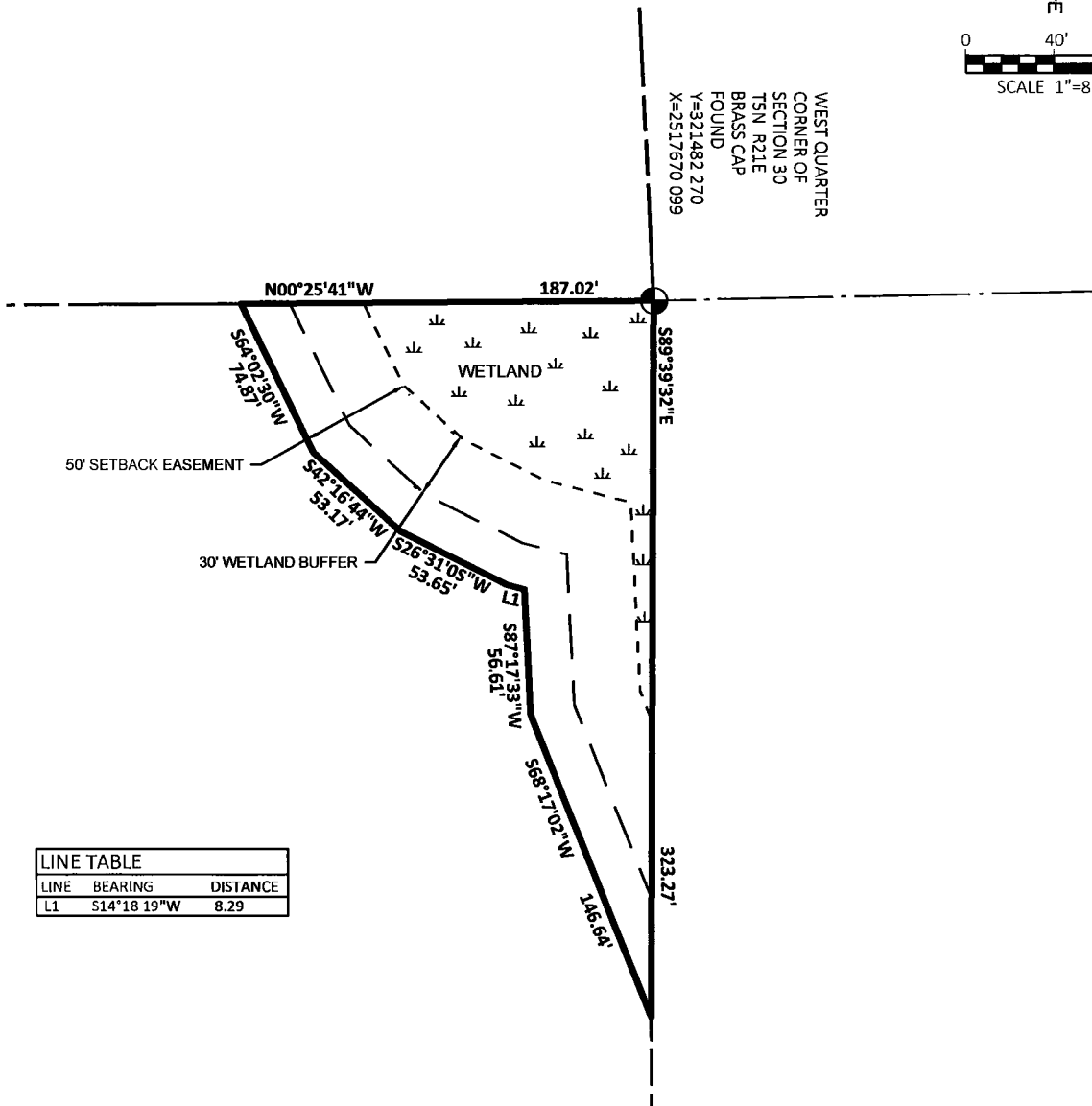
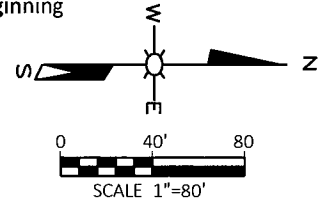
My commission expires _____

EXHIBIT MAP CONSERVATION AREA 1

Being a parcel of land located in the Fractional Northwest Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more fully described as follows

Beginning at the West Quarter Corner of Section 30,
 Thence S89°39'32"E coincident with the North line of the Fractional Northwest Quarter of the Southwest Quarter of Section 30 a distance of a distance of 323.27 feet,
 Thence S68°17'02"W a distance of 146.64 feet,
 Thence S87°17'33"W a distance of 56.61 feet,
 Thence S14°18'19"W a distance of 8.29 feet,
 Thence S26°31'05"W a distance of 53.65 feet,
 Thence S42°16'44"W a distance of 53.17 feet,
 Thence S64°02'30"W a distance of 74.87 feet to the intersection with the West line of the Fractional Northwest Quarter of the Southwest Quarter of Section 30,
 Thence N00°25'41"W coincident with said West line a distance of 187.02 feet to the point of beginning

Said parcel contains 0.214 acres (9,319 square feet) more or less of wetlands
 Said parcel contains 0.588 acres (25,635 square feet) more or less to 50' setback



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S14°18'19"W	8.29

DATE 2-26-2020	DIRECTORY NO. -----
PROJECT NO. S3399A19	DRAFTED BY JBM
SHEET 1 OF 1	DRAWING NAME EXHIBIT MAP

SURVEY FOR: BEAR DEVELOPMENT
 4011 80TH STREET
 KENOSHA WI, 53142

OMNI ASSOCIATES
 OMNI ASSOCIATES
 ONE SYSTEMS DRIVE
 APPLETON, WI 54914
 PHONE (920) 735-8900
 FAX (920) 830-8100

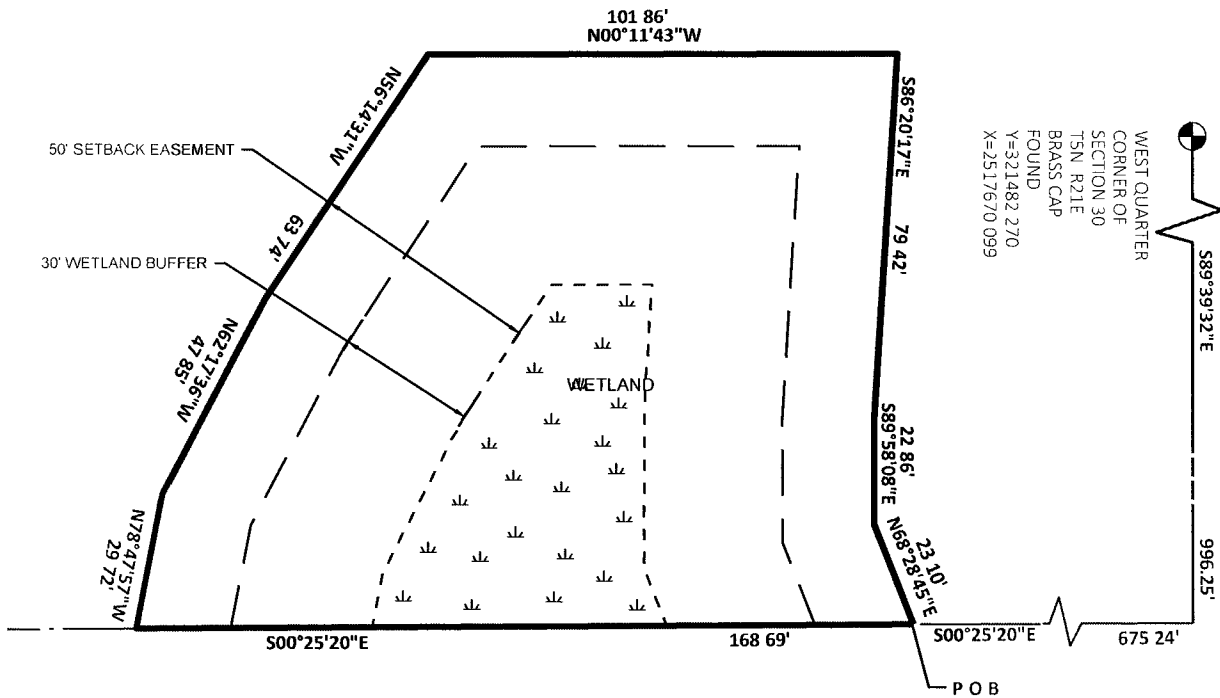
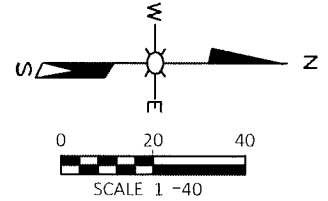
EXHIBIT MAP CONSERVATION AREA 2

Being a parcel of land located in the Fractional Northwest Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more fully described as follows

Commencing at the West Quarter Corner of Section 30,
 Thence S89°39'32"E coincident with the North line of the Fractional Northwest Quarter of the Southwest Quarter of Section 30 a distance of 996.25 feet,
 Thence S00°25'20"E a distance of 675.24 feet to the point of beginning

Thence continuing S00°25'20"E for a distance of 168.69 feet,
 Thence N78°47'57"W a distance of 29.72 feet,
 Thence N62°17'36"W a distance of 47.85 feet,
 Thence N56°14'31"W a distance of 63.74 feet,
 Thence N00°11'43"W a distance of 101.86 feet,
 Thence S86°20'17"E a distance of 79.42 feet,
 Thence S89°58'08"E a distance of 22.86 feet,
 thence N68°28'45"E a distance of 23.10 feet to the point of beginning

Said parcel contains 0.073 acres (3,196 Square feet) more or less of wetlands
 Said parcel contains 0.389 acres (16,939 square feet) more or less to 50' setback



DATE 2 26 2020	DIRECTORY NO -
PROJECT NO S3399A19	DRAFTED BY JBM
SHEET 1 OF 1	DRAWING NAME EXHIBIT MAP

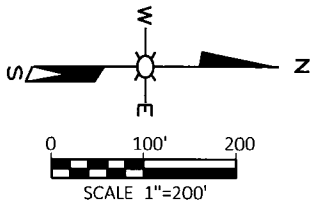
SURVEY FOR BEAR DEVELOPMENT
 4011 80TH STREET
 KENOSHA WI, 53142

OMNI ASSOCIATES
 ONE SYSTEMS DRIVE
 APPLETON, WI 54914
 PHONE (920) 735-6900
 FAX (920) 830-6100

EXHIBIT MAP CONSERVATION AREA 3

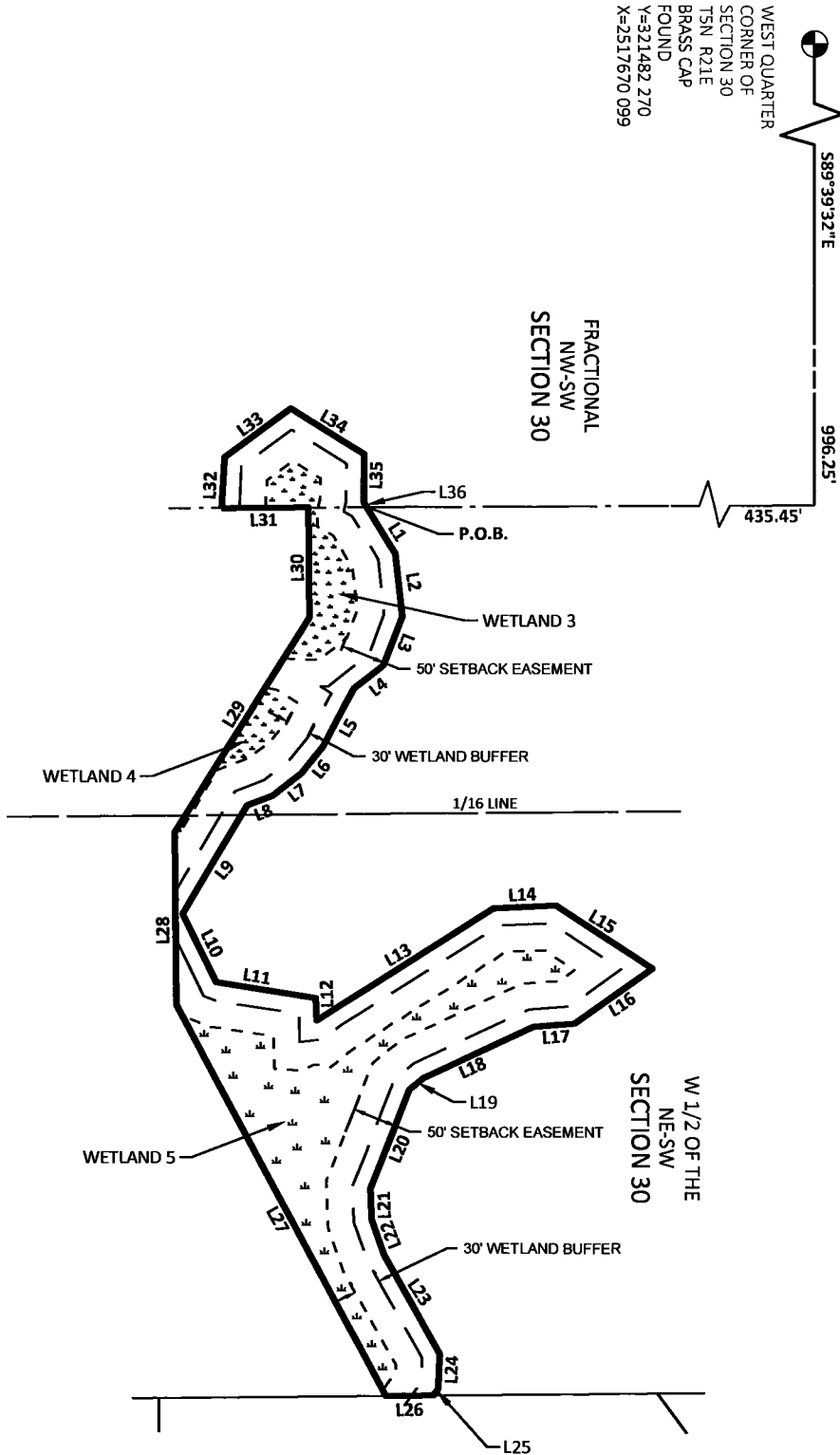
Being a parcel of land located in the Fractional Northwest Quarter of the Southwest Quarter and the West Half of the Northeast Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

WEST QUARTER
CORNER OF
SECTION 30
T5N R21E
BRASS CAP
FOUND
Y=521482.270
X=2517670.099



LINE	BEARING	DISTANCE
L1	N58°35'29"E	62.28'
L2	N83°49'22"E	71.81'
L3	S69°08'58"E	59.84'
L4	S38°14'35"E	42.61'
L5	S61°58'09"E	75.55'
L6	S50°57'18"E	38.58'
L7	S38°16'49"E	42.00'
L8	S21°12'32"E	31.78'
L9	S59°04'08"E	144.28'
L10	N63°38'21"E	86.97'
L11	N09°04'20"E	115.38'
L12	N88°06'14"E	25.18'
L13	N32°20'09"W	239.49'
L14	N02°39'00"W	71.30'
L15	N33°09'36"E	131.33'
L16	S35°21'57"E	108.44'
L17	S04°12'24"E	47.46'
L18	S24°59'52"E	139.13'
L19	S39°09'04"E	21.14'
L20	S68°26'25"E	121.08'
L21	N87°54'18"E	35.14'
L22	N70°28'20"E	42.84'
L23	N60°32'45"E	129.08'
L24	S87°13'52"E	39.52'
L25	S53°26'23"E	9.76'
L26	S00°34'06"E	54.02'
L27	S61°45'56"W	504.80'
L28	S89°34'40"W	197.11'
L29	N57°48'56"W	290.15'
L30	S89°34'40"W	125.33'
L31	S00°25'20"E	99.15'
L32	N86°55'29"W	58.27'
L33	N36°25'18"W	94.14'
L34	N31°43'40"E	98.41'
L35	S89°38'27"E	55.86'
L36	N58°35'29"E	6.15'

NOTE:
SEE SHEET 2 FOR LEGAL DESCRIPTION



DATE 2-26-2020	DIRECTORY NO.
PROJECT NO. S3399A19	DRAFTED BY JBM
SHEET 1 OF 2	DRAWING NAME EXHIBIT MAP

SURVEY FOR: BEAR DEVELOPMENT
4011 80TH STREET
KENOSHA WI, 53142

OMNI ASSOCIATES
OMNI ASSOCIATES
ONE SYSTEMS DRIVE
APPLETON, WI 54914
PHONE (920) 735-8900
FAX (920) 830-5100

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APPROVAL <i>slu</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/15/2020
REPORTS & RECOMMENDATIONS	CONCEPT REVIEW FOR A COMMERCIAL DEVELOPMENT PROPOSAL OF SIX LOTS, INCLUDING STORAGE, KWIK TRIP, AND HEALTH CLUB (9540 S. 76TH ST / TKN 897 9996 000) (JAMES B. O'MALLEY, APPLICANT)	ITEM NUMBER <i>G.5.</i>

On June 4, 2020, the applicant submitted a Concept Review for a proposed commercial development at the corner of 76th St. and Ryan Rd. The 22.68 acre parcel is currently vacant.

The applicant proposes to divide the property into six (6) buildable lots and one (1) outlot for the existing stormwater pond. The resulting commercial district will include initial development of roads, a mini storage facility and Kwik Trip Convenience Store along Ryan Road, and subsequently a tennis and swimming health club in the interior of the development. The applicant is seeking proposals to develop the remaining parcels. Site access is proposed from both Ryan Road and 76th street.

Staff sent review comments to the applicant on August 14, 2020. The attached report contains a summary of the project and staff recommendations.

COUNCIL ACTION REQUESTED

Provide direction to the applicant regarding the proposed commercial development to be located at 9540 S. 76th St. (James B. O'Malley, applicant).



CITY OF FRANKLIN



REPORT TO THE COMMON COUNCIL

Meeting of September 15, 2020

Concept Review

RECOMMENDATION: Provide direction to the applicant regarding the proposed commercial development to be located at 9540 S. 76th St. (James B. O’Malley, Applicant).

Project Name:	O’Malley Concept Review
Project Address/Tax Key:	TKN 897 9996 000 (9540 S. 76 th St.etc)
Property Owner:	James B. O’Malley – Revocable Trust
Applicant:	James B. O’Malley – Trustee
Current Zoning:	R-8 Multifamily Residence District and A-1 Agricultural District
2025 Comprehensive Plan:	Commercial, Recreational, and Areas of Natural Resource Features.
Action Requested:	No action requested

Introduction

On June 4, 2020, the applicant submitted a Concept Review for a proposed commercial development at the corner of 76th St. and Ryan Rd. The 22.68 acre parcel is currently vacant of development, apart from an existing stormwater detention pond in the southeast corner. The parcel likely contains areas of wetlands, and is adjacent to parkland and the floodplain of the Root River. There is also an easement for the Ryan Interceptor which travels through the parcel.

The surrounding properties are currently zoned R-8 Multifamily Residence District, R-7 Two-Family Residence District, M-1 Limited Industrial District, P-1 Parkland, and B-3 Community Business District. The City’s Future Land Use map envisions this intersection as commercial in nature.

The applicant proposes to divide the property into six (6) buildable lots and one (1) outlot for the existing stormwater pond. The resulting commercial district will include initial development of roads, a mini storage facility and Kwik Trip Convenience Store along Ryan Road, and subsequently a tennis and swimming health club in the interior of the development. The applicant is seeking proposals to develop the remaining parcels. Site access is proposed from both Ryan Road and 76th street.

Planning Analysis

The proposed development will require two Certified Survey Map land divisions including dedication of roads and preservation of existing easements for infrastructure. Instead of the proposed cul-de-sac, staff suggests the north-south street allow for future connections to property to the south. Trail connections to neighboring parkland would also be desirable.

Further applications will include rezoning requests to allow for commercial development, and site plans for those businesses. The Comprehensive Master Plan recommends this site for Commercial land use. Due to the commercial intent for this property, and prime location at the intersection of Ryan Road and 76th Street, both arterial roads, staff suggests commercial uses along the arterial roads and less active uses in the interior of the property.

Natural resource information has not yet been provided. The parcel is shown on City mapping to contain likely wetlands, and is adjacent to the Root River floodplain; the applicant must perform a wetland delineation and produce a Natural Resource Protection Plan (NRPP) as a requirement of several of the necessary applications. The location of proposed development may be influenced by the NRPP. Any impacts to natural resources in excess of the requirements of § 15-4.0100 will require a Natural Resource Special Exception and mitigation.

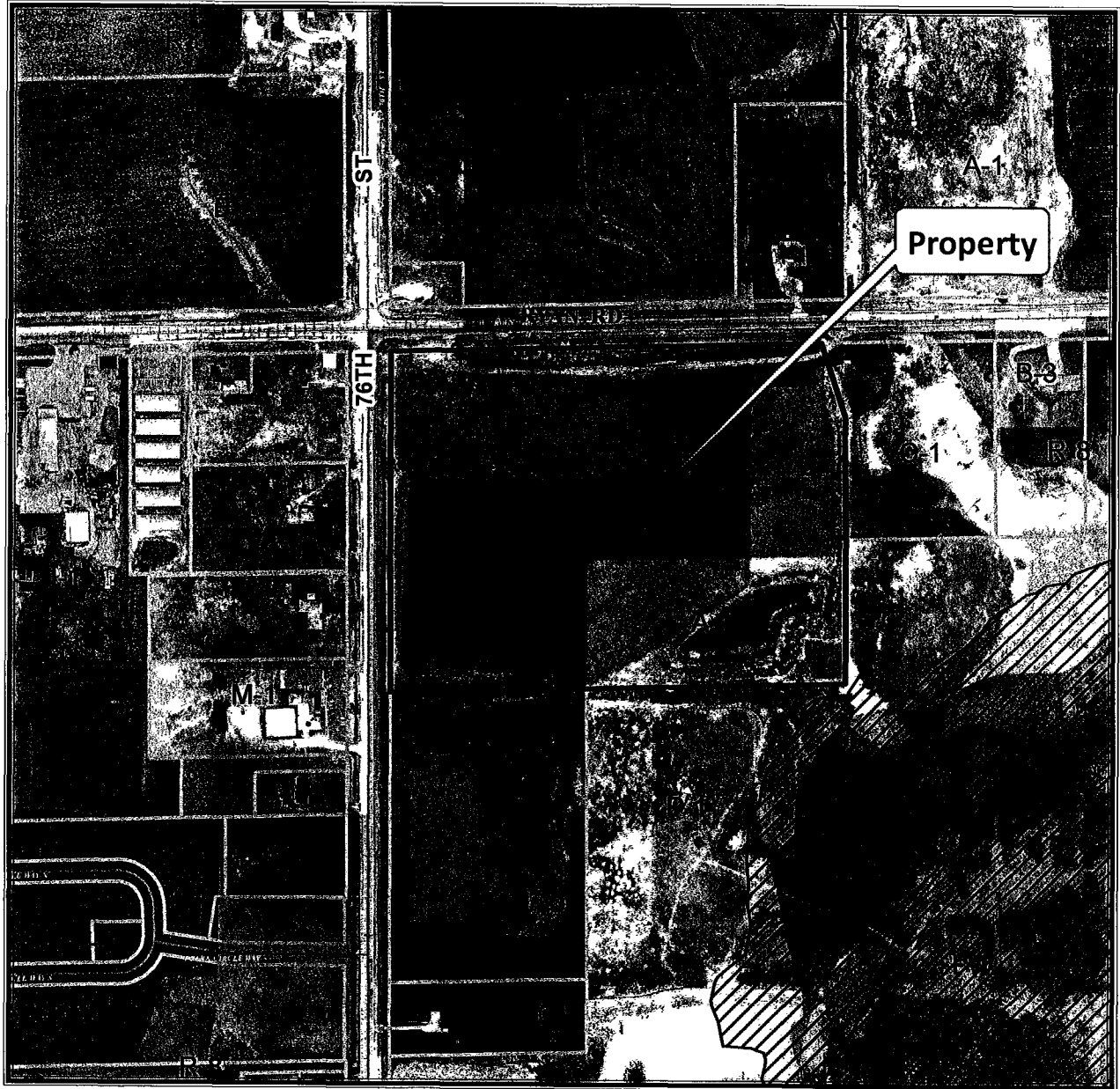
The existing stormwater detention pond was created in anticipation of future development, but may not meet current standards and must be subject to review. In addition, both the Engineering Department and the Police Department expressed concerns about site access and the current configuration of the intersection at Ryan Road and 76th St. Ryan Road is a State Trunk Highway and 76th St. a Milwaukee County Road; coordination with these entities regarding site access must be resolved and a Traffic Impact Analysis will be required.

Comments on this initial concept were provided to the applicant and are attached. As this is only a concept plan, overall compliance with UDO standards will be reviewed upon a detailed project plan submittal.

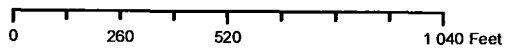
Staff Recommendation:

It is recommended that sufficient feedback be provided to allow the applicant to determine whether to proceed or not with detailed plans for the proposed commercial development.

9546 S. 76th Street
TKN: 897 9996 000



Planning Department
(414) 425-4024

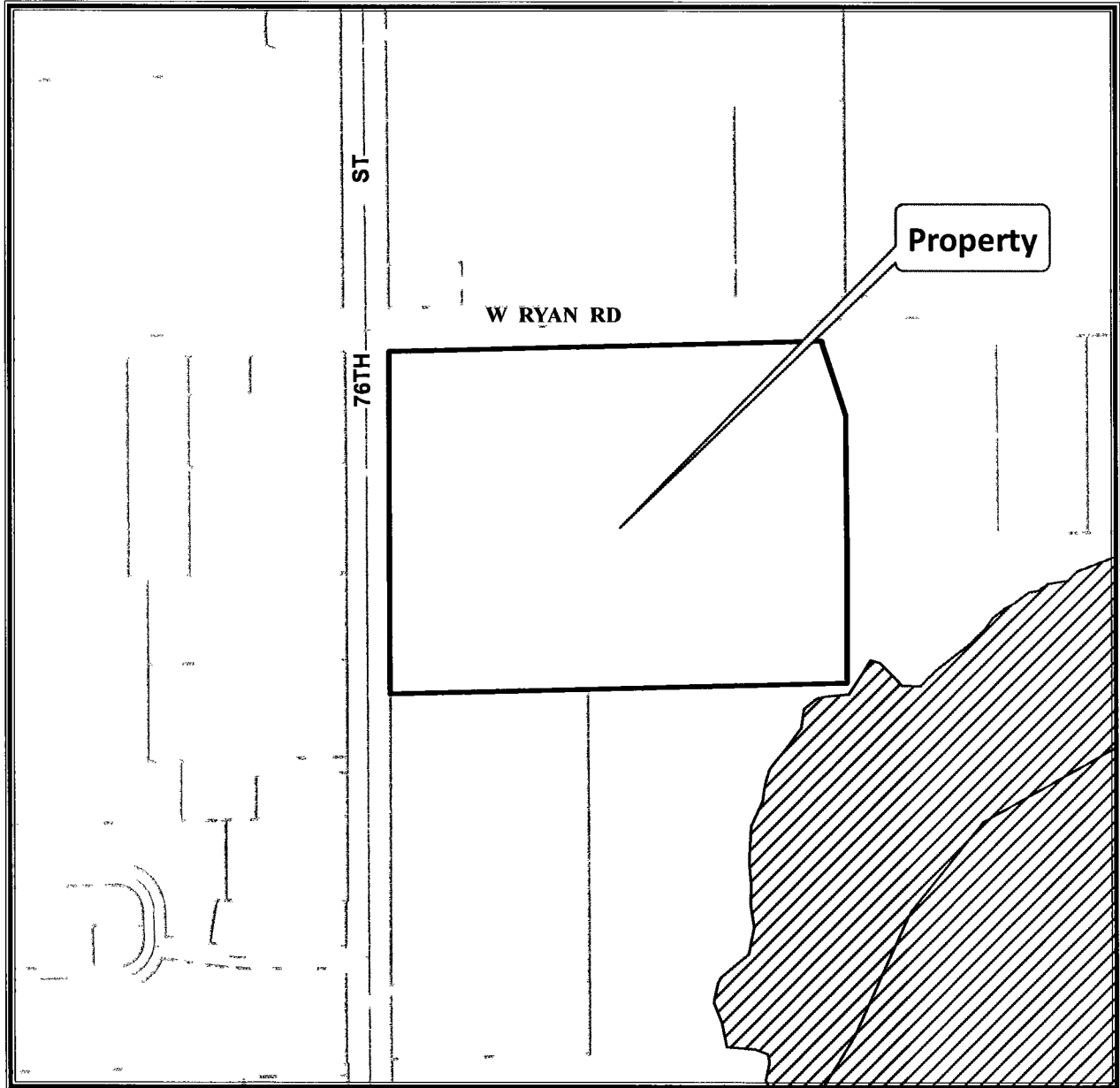


2017 Aerial Photo

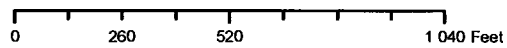
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



9546 S. 76th Street
TKN: 897 9996 000



Planning Department
(414) 425-4024



2017 Aerial Photo

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

MEMORANDUM

Date: August 14, 2020
To: James B. O'Malley
From: Department of City Development
RE: Application for Concept Review – Tax Key Number 897 9996 000 (9540 S. 76th St.etc.)

The applicant, James B. O'Malley submitted a Concept Review application on June 4, 2020. Review comments are as follows:

City Development Department Comments

The subject property is currently zoned R-8 Multifamily Residence District and A-1 Agricultural District. The Comprehensive Master Plan (CMP) recommends the property for Commercial, Recreational, and Areas of Natural Resource Features.

Due to the CMP designation, and prime location at the intersection of Ryan Road and 76th Street, both arterial roads, staff suggests commercial uses along the arterial roads and less active uses in the interior of the property.

In order to develop the proposed multi-use development, the following is necessary:

1. **Land Division** - The Applicant proposes to perform two Certified Survey Map land divisions to divide the parcel into six (6) buildable lots and one (1) outlot for stormwater. This is permissible in cases where the divisions do not create more than four (4) lots of 1.5 acres *or less* in five (5) years (W.I. 236.02(12)), otherwise a Preliminary and Final Subdivision Plat procedure must occur. Given the desired final number of lots and relative complexity of the final desired development, Staff recommends that the land divisions be performed via a subdivision plat procedure.
 - a) The land division applications must include designation of public roads, recording of easements for utilities and infrastructure, and protection of any natural resources on the property. Detailed plans will be required, such as the Natural Resource Protection Plan, draft conservation easements, storm water management, grading, erosion control, etc.
 - b) Wetland delineations and other Natural Resource delineations should be completed as soon as possible. There may or may not be additional wetlands on the property, which could affect the design and layout of the development. Please be aware of the natural resource protection standards of the Unified Development Ordinance (UDO), see Part 4 of the UDO for more information.
 - c) Landscape bufferyard easements are required between different zoning districts and along arterial roadways (i.e., Ryan Road and 76th Street). In this case, bufferyards would be required along property lines, and between uses of different intensity. Refer to Division 15-5.0300.
 - d) Note that a separate Landscaping Plan must be provided in compliance with Division 15-7.0300.
 - e) Cross access facilities for pedestrians and vehicles will be required between parcels. Recorded easements will be necessary for each instance of cross access.
 - f) Sidewalks will be required on arterial streets.

- g) If the applicant is proposing that the second division happen at an unspecified future date via a second CSM, Planning suggests that the designation of the stormwater outlot should take place through the first set of divisions, to maintain clarity about ownership and maintenance of that infrastructure.
 - h) In order to promote interconnectivity, staff suggests that the site plan include future road access to accommodate a future road connections to the south.
2. **Rezoning** is required to allow for the various commercial development types. The mix of desired end uses will require a patchwork of zoning types; Planning recommends that the number of zoning types on the property be kept to a minimum. For the proposed uses, allowable zoning types are:
- a) **Storage Facility** – SIC Code 4225 is a Special Use in B-5 Highway Business District and A-1 Agricultural District zoning, and a permitted use in M-1 Limited Industrial District. It is not allowed in other zoning types.
 - i) The M-1 and A-1 zoning districts are not recommended at this location by the Comprehensive Master Plan. Planning would therefore recommend a Business zoning type. B-5 Highway Business District zoning must abut a US or State Trunk designated highway; HWY 100 / Ryan Road is a State Trunk Highway. However, B-3 would be preferred at this location to prevent spot zoning and keep users consistent. Storage is not an allowed use in B-3 zoning.
 - b) **Kwik Trip Convenience Stores** are not designated by an SIC Code in Franklin. They are a Special Use in all zoning categories they are allowed in.
 - i) At this location, a Business Zoning type would be recommended. Neighboring businesses are zoned B-3 Community Business District, a zoning type oriented to community-serving businesses as opposed to a regional market.
 - c) **Health Club** – Tennis and Swimming are allowed in P-1 Park District zoning. If the facilities are indoor, they would require a Special Use; outdoor facilities are a permitted use.
 - i) The Comprehensive Master Plan designates areas for Recreation, and Areas of Natural Resource Features at the proposed location adjacent to the County lands and along the floodplain of the Root River. This would accommodate the Parkland P-1 zoning for the health club. Staff recommends that this use likewise remain further towards the interior of the development. Adjacent parcels are currently zoned P-1 and R-8.
3. **Site Plan** applications will be required for each development.
4. **Special Use Application(s)** for any businesses that require them. Please be aware of the State requirement to provide “substantial evidence” to support your request, per Wis. Stat. § 62.23(7)(de).

Additional applications and approvals:

- 5. Note that any commercial signage will require a separate application as well as review and approval by the Inspection Services Department.
- 6. Approval of stormwater plans must be obtained from the Engineering Department. Please demonstrate that the proposed stormwater retention facility will be adequate to the needs of the proposed development. Staff recommends the inclusion of green infrastructure elements on individual parcels and for the development as a whole.

7. Coordination with the Wisconsin Department of Transportation and Milwaukee County regarding access to the site should be resolved as soon as possible.

Additional Planning Department Comments:

8. Staff suggests inclusion of space for future trail connections to neighboring parkland.
9. Staff suggests the inclusion of green infrastructure should additional stormwater facilities be required.
10. Placing a storage facility along the road frontage is not desirable, as this a passive business type or use that typically is located behind other uses. Placing the health club up front would address concerns about connectivity and place an active use towards the public.
11. How will the 76th Street frontage / other parcels be developed beyond Kwik Trip? Please provide information about proposed future users.
12. Please be aware of City impact fees. The impact fee schedule can be found on the City's website at: <https://www.franklinwi.gov/Departments/Inspection-Services/Impact-Fees.htm>

Engineering Department Comments

1. Existing Stormwater facilities will need to be surveyed to determine if they are adequate to serve the proposed developments.
2. No comments for the proposed commercial development.
3. A full submittal of Engineering plan is required for Engineering comments.
4. No comments for the proposed land division (CSM). The in-depth review of the land division will commence as soon as we received the full submittal of the CSM.
5. Please check the UDO requirement regarding the intersection:
 - a) 15-5.0104 Street Intersections. B. Number and Distance Between Intersections Along Arterial Streets and Highways. The number of intersections along arterial streets and highways shall be held to a minimum. Wherever practicable, the distance between such intersections shall not be less than 1,200 feet.
6. No issues on connecting to the Ryan Creek Interceptor. Allowed but it would be a city sewer, extend across his property, and must be sized for upstream sewer users
7. Engineering concurs with inclusion of trail spaces. County has a long term plan to extend the Oak Leaf Trail south of Ryan Road (at 60th Street)
8. 76th is a County road and Ryan is a state road. Both agencies will want to see a traffic impact analysis (TIA). Engineering will weigh in once we see the TIA and hear the county/state comments.

Inspection Services Department Comments

No comments on the project at this time.

Police Department Comments

The Police Department would suggest that as part of this development there are significant upgrades made to the existing intersection. This includes:

1. Dedicated left turn lanes for northbound 76th Street.

2. Dedicated straight through lanes for both 76th street and Ryan Road.
3. Dedicated right turn lanes to get into the development on 76th Street and on Eastbound Ryan Road.
4. Medians in all directions to separate traffic.
5. The roads inside of the development must be able to safely handle entering traffic so as not to create a backup on 76th Street or Ryan Road.
6. The roads inside must be wide enough to separate traffic to allow safe exit from the development.
7. Only allow exiting traffic to go East on Ryan Road and North on 76th Street.

June 6, 2020

Project Summary

I am proposing to subdivide, rezone and develop approximately 27 acres on the Southeast corner of South 76 Street and West Ryan Road. The property is currently zoned R-8 Multifamily and A-1 Agricultural and is being farmed as vacant land. The property is fully serviced with sewer, water, electric, phone/cable and natural gas. In 1993, a 16" watermain was extended south on 76 street to Ryan Road and then East along the "South side only" of Ryan Road to service the then new Franklin Business Park. 100% of the watermain was specially assessed "only" to the South side of Ryan Road property owners because the City of Franklin didn't want to specially assess Milwaukee County which meant that the private property owners on the Northeast corner of 76 & Ryan where never specially assessed either. I bring this up, because it was unfair then, and I feel some compensation should be considered if the property on the Northeast corner is developed. In 2011/2012, MMSD installed a sewer intercept main through my property to service the Southwest area of the City of Franklin and parts of Muskego too, see attached drawings. The location of the MMSD sewer line was installed directly in line with the location that the State DOT has proposed for a new public road, see attached drawing. The State DOT produced the attached drawing that shows a right-in/right-out driveway on Ryan Road between the intersection of South 76 Street and Ryan Road and the proposed public road where the MMSD sewer was placed. When the MMSD sewer was installed, I as the property owner, was granted access to use the sewer main to service my 27 acres.

I'm proposing to subdivide the property and install new roadways to access the entire site. I would extend sewer, storm sewer and water to reach each area of the property within the site only. The entire site will be serviced by one storm water detention pond that already exist in the Southeast corner of the property. The existing storm water detention pond will be properly redesigned to meet all current storm sewer requirements.

The first things to be developed on the site will be a Quick Trip gas station on Parcel 2 and a 3 story inside only drive-thru self storage building on Parcel 3. My primary business is self storage here in Wisconsin and in North Carolina. Please visit my website www.aberdeennselfstorage.com and watch the video, it will help you understand what

a indoor drive-thru self storage property looks like. The type of building I'm proposing is a high end, fully climate controlled facility, with elevators to the 2nd and 3rd floors. These type of self storage buildings are being built in major retail areas on major collector roads here in Wisconsin and throughout the country. Attached are two photos of one located on Hwy 83 in Hartland, WI. Another is being built right now on one of the most prominent and highly visible corner in Oak Creek, at Howell and Drexel Avenue. A fully drive-thru and "out of the elements" self storage facility will be a great benefit to the area residents and businesses, now even more so, because our country is working from home, and we need to support this new trend of doing business.

Parcel 1 can be subdivided in the future into as many as 3 new commercial lots per state requirements. Because I do not know who the user(s) is/are presently, I am choosing not to subdivide this property at this time. Parcel 4 is 13.63 acres which includes the storm water detention pond. I do not wish to separate the detention pond currently until I have a final proposal to develop Parcel 4. I am willing to put the stormwater detention pond area in an easement to the benefit of the entire site.

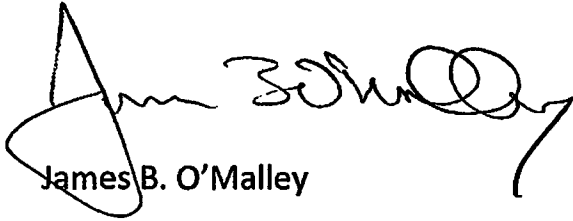
I believe there is a need in Franklin for a safe family friendly pool and tennis club like many located around the Milwaukee metro area but not like Tuckaway country club which offers golf and banquet facilities. I would like the club to be accessible to the Root River bike pathway so families can ride a bike to the pool and tennis club and neighboring subdivisions. I would like the pool area to have an all adult area and a family kid area with a couple of water sides and water fountains. Typically, these type of facilities don't generate a ton of income and they are expensive to build but I'm happy to make this investment in Franklin by subsidizing it with the profits I earn from the rest of the site. However, I've never built or operated a club like this, so it is my intention to partner up with an existing club to be sure that it is successful.

I have already hired an environmental company and a traffic engineering company, but I don't have a copy of either report yet.

This project, with all the types of business I've mentioned, will add valuable services to this area of Franklin that needs to see growth and will inspire other development in the area too.

Lastly, by developing this property, it will generate valuable taxes "NOW" to the city without requiring a TIF.

Yours truly,

A handwritten signature in black ink, appearing to read "James B. O'Malley". The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping tail.

James B. O'Malley

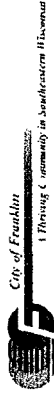
O'Malley Development, LLC

890 Elm Grove Road, Ste 207A

Elm Grove, WI 53122

Jun 20, 2011, 2:19pm PLOTTED BY: Arkueger SAVED BY: Arkueger
 C:\CS0\5892073_203\dwg\Zcx-Oleiley Property.dwg Layout1
 IMAGE.S: C:\CS0\5892073_203\dwg\Images\057-Clipped.sdf; C:\CS0\5892073\dwg\Nogo_Franklin.glt; T:\Arkueger\Arkueger\Temp\00069.lif
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RM811LB



MAP 1

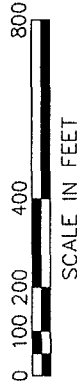
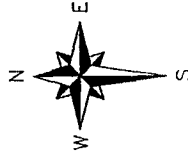
**RYAN CREEK INTERCEPTOR
 PRELIMINARY ROUTE**

**CITY OF FRANKLIN
 MILWAUKEE COUNTY, WISCONSIN**

LEGEND

-  PRELIMINARY ALIGNMENT
-  ALTERNATIVE ALIGNMENT
-  WETLANDS

**NOTE:
 FULL EXTENT OF WETLANDS OUTSIDE
 EASEMENTS NOT SHOWN**



DATE JANUARY 20, 2011
 © 2011 Copyright Ruekert & Mielke, Inc.

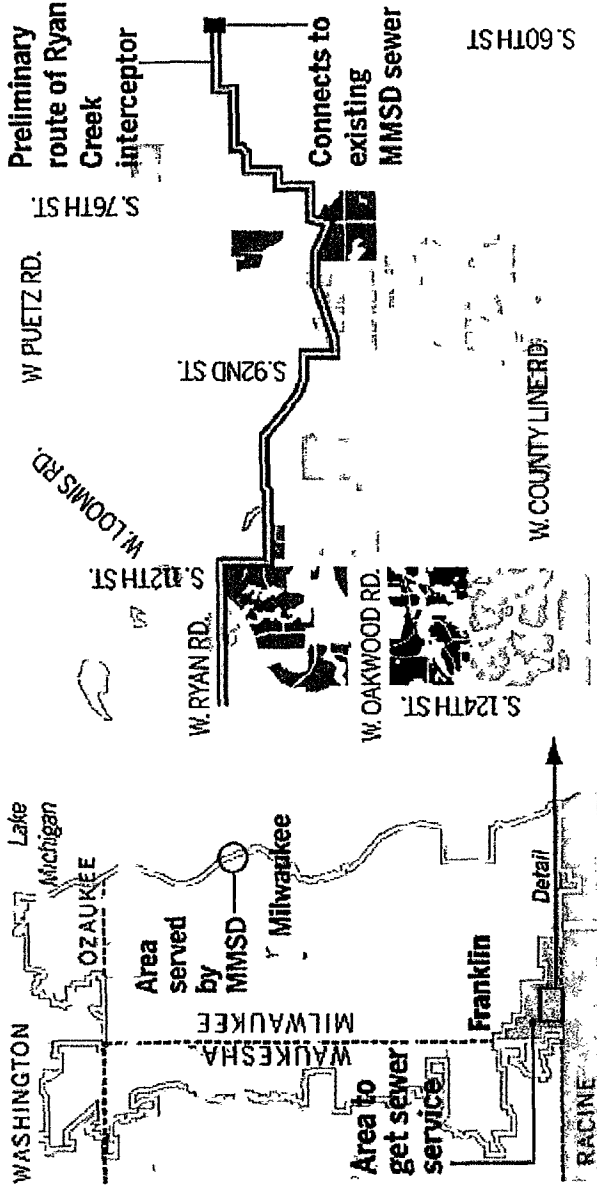


SOURCE RIM
 BASEMAP SOURCE MILWAUKEE COUNTY

Sewer service proposal

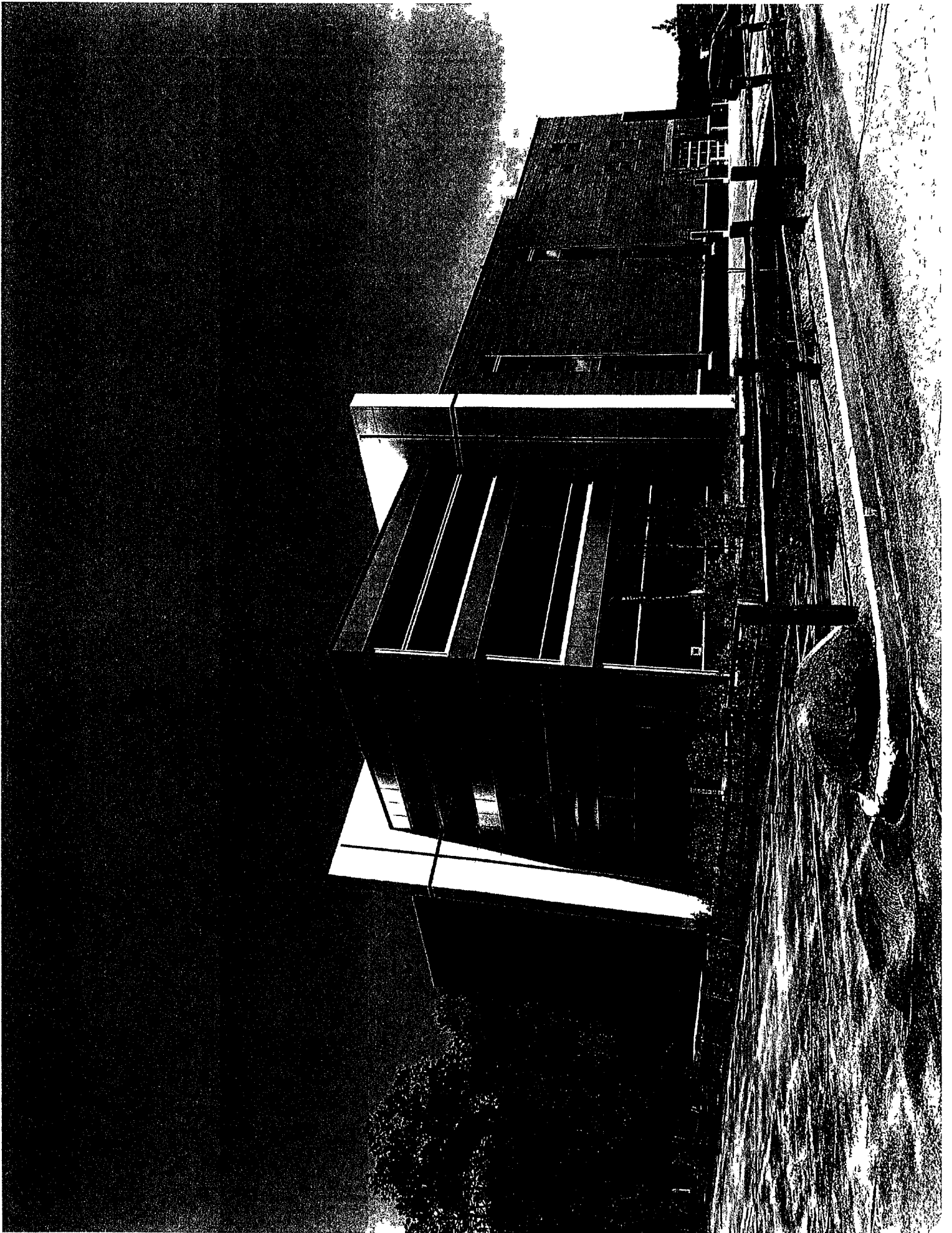
An agreement between Franklin and the Milwaukee Metropolitan Sewage District would extend sewer service to the far southwest side of Franklin for the first time

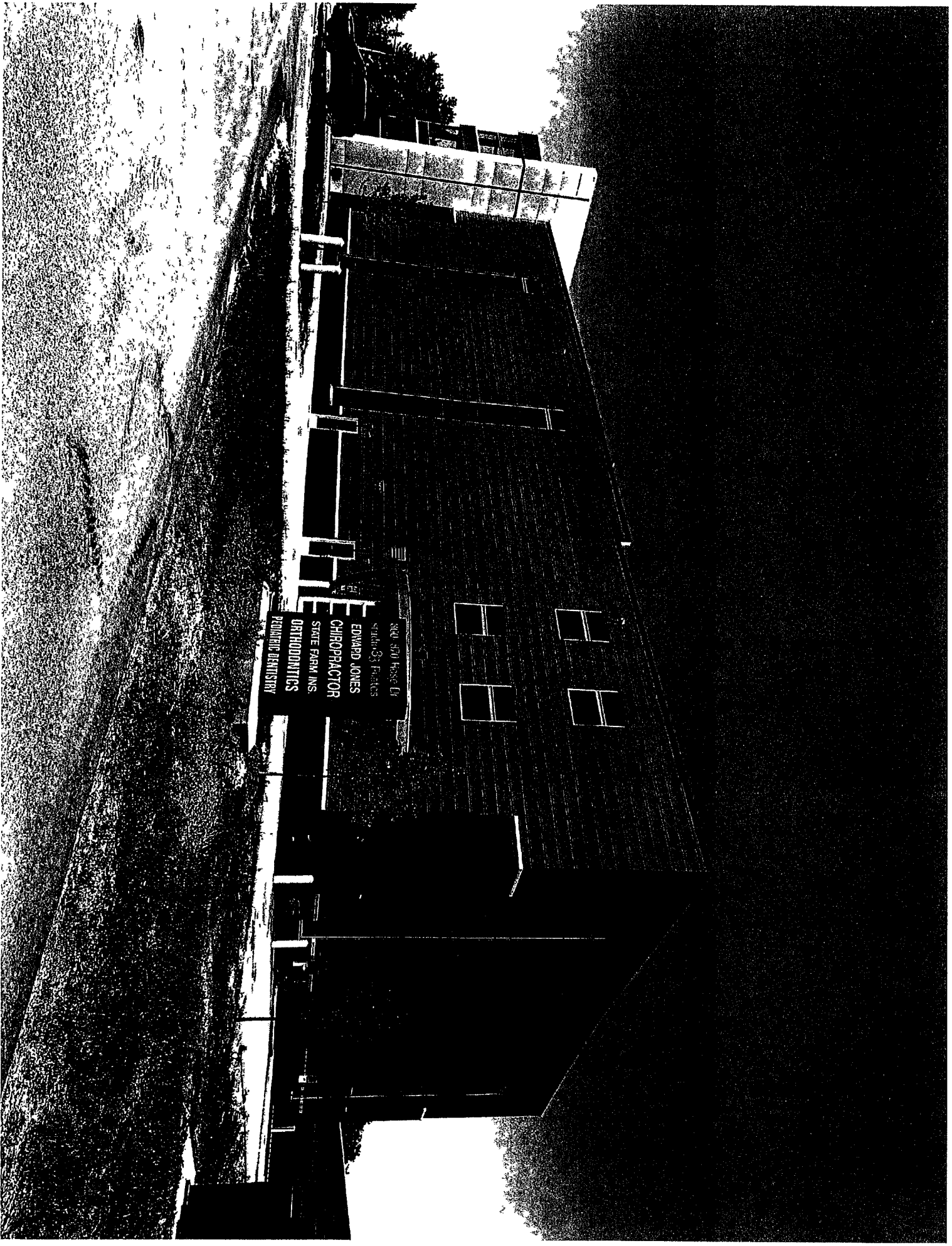
- RESIDENTIAL
- INSTITUTIONAL
- COMMERCIAL
- BUSINESS PARK
- LANDFILL
- LIGHT MANUFACTURING



Recommended Access and Road Network--STH 100 (60th-76th Street)







CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF PARCEL 2 OF CSM NO. _____, BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

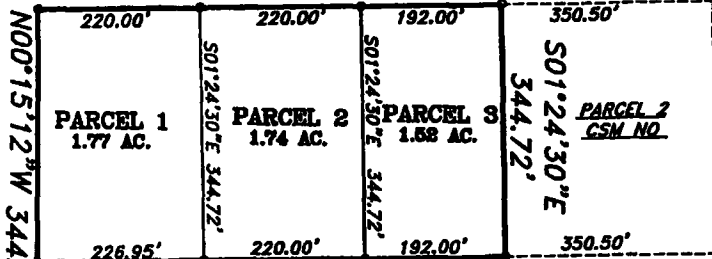
NW CORNER
OF NW 1/4 OF
SEC 27-5-21
N = 324,391.76
E = 2,533,399.52

NE CORNER
OF NW 1/4 OF
SEC 27-5-21
N = 324,456.21
E = 2,536,021.18

RYAN ROAD

N/L OF NW 1/4 SEC 27-5-21

N88°35'30"E 632.00'



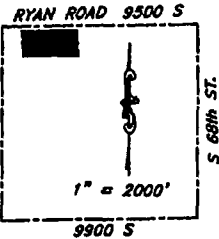
PARCEL 3
CSM NO.

PUBLIC ROW

S88°35'30"W 732.50' PUBLIC ROW

PARCEL 4
CSM NO.

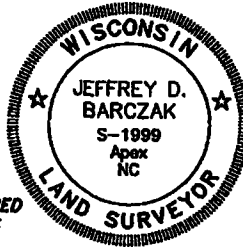
S. 76th STREET
W/L OF NW 1/4 SEC 27-5-21



VICINITY SKETCH
NW 1/4 27-5-21

NRPP PREPARED BY BHE
ENVIRONMENTAL REPORT
DATED DEC. 20th, 2011

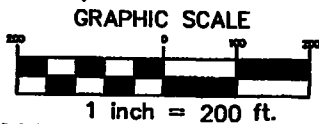
PARCEL 4 GRANTS ALL RIGHTS TO USE
STORM WATER MANAGEMENT POND IN
SOUTHEAST CORNER OF PARCEL 4 FOR
FULLY DEVELOPED PARCELS 1, 2 AND 3
AND GRANTS ANY MODIFICATION REQUIRED
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1, 2 AND 3.



NOTE:

○ DENOTES 1"x24" IRON PIPE 1.13 LBS
PER LINEAL FEET SET AT ALL LOT
CORNERS UNLESS OTHERWISE NOTED
BEARINGS ARE REFERENCED TO THE
WISCONSIN STATE PLANE CO-ORDINATE
SYSTEM SOUTH ZONE.

SURVEYOR:
JEFFREY D. BARCZAK
8521 VIRGILS FARM ROAD
APEX, NC. 27523
PH (414) 429-4865
EMAIL BARCZAKENGINEERING@GMAIL.COM



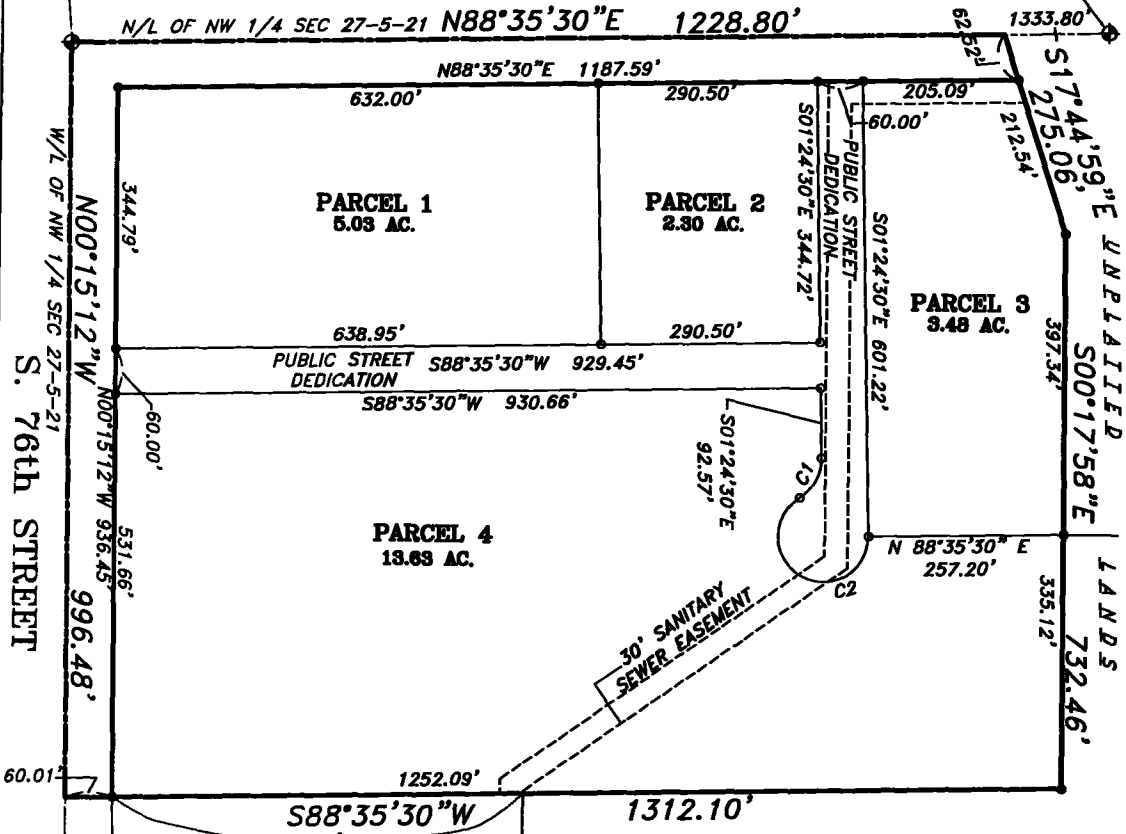
CERTIFIED SURVEY MAP NO. _____

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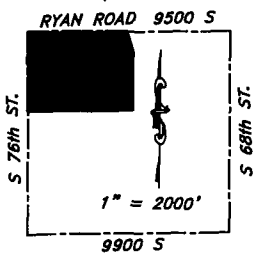
NW CORNER
OF NW 1/4 OF
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OF NW 1/4 OF
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RYAN ROAD

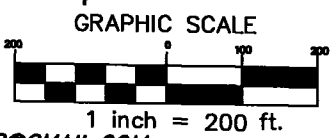


CURVE DATA TABLE				
CURVE	ARC	RADIUS	CHD	CHD BRG
C1	62.83'	60.00'	60.00'	S28°35'30"W
C2	251.33'	60.00'	103.92'	S61°24'30"E



UNPLAIED LANDS

PARCEL 4 GRANTS ALL RIGHTS TO USE STORM WATER MANAGEMENT POND IN SOUTHEAST CORNER OF PARCEL 4 FOR FULLY DEVELOPED PARCELS 1, 2 AND 3 AND GRANTS ANY MODIFICATION REQUIRED IF NECESSARY TO FULLY DEVELOP LOTS 1, 2 AND 3.



NOTE:
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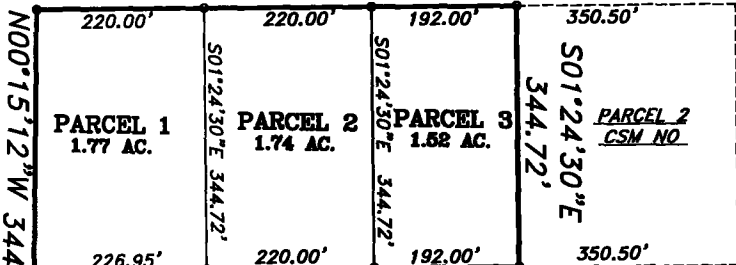
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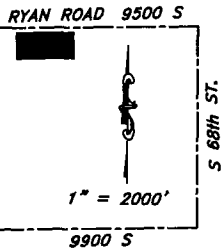


PARCEL 3
CSM NO

PARCEL 2
CSM NO

PARCEL 4
CSM NO

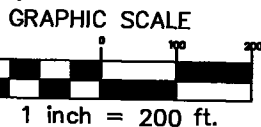
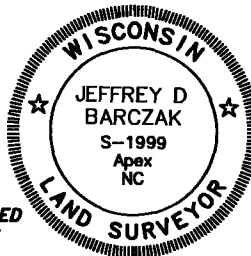
S. 76th STREET
W/L OF NW 1/4 SEC 27-5-21



VICINITY SKETCH
NW 1/4 27-5-21

NRPP PREPARED BY BHE
ENVIRONMENTAL REPORT
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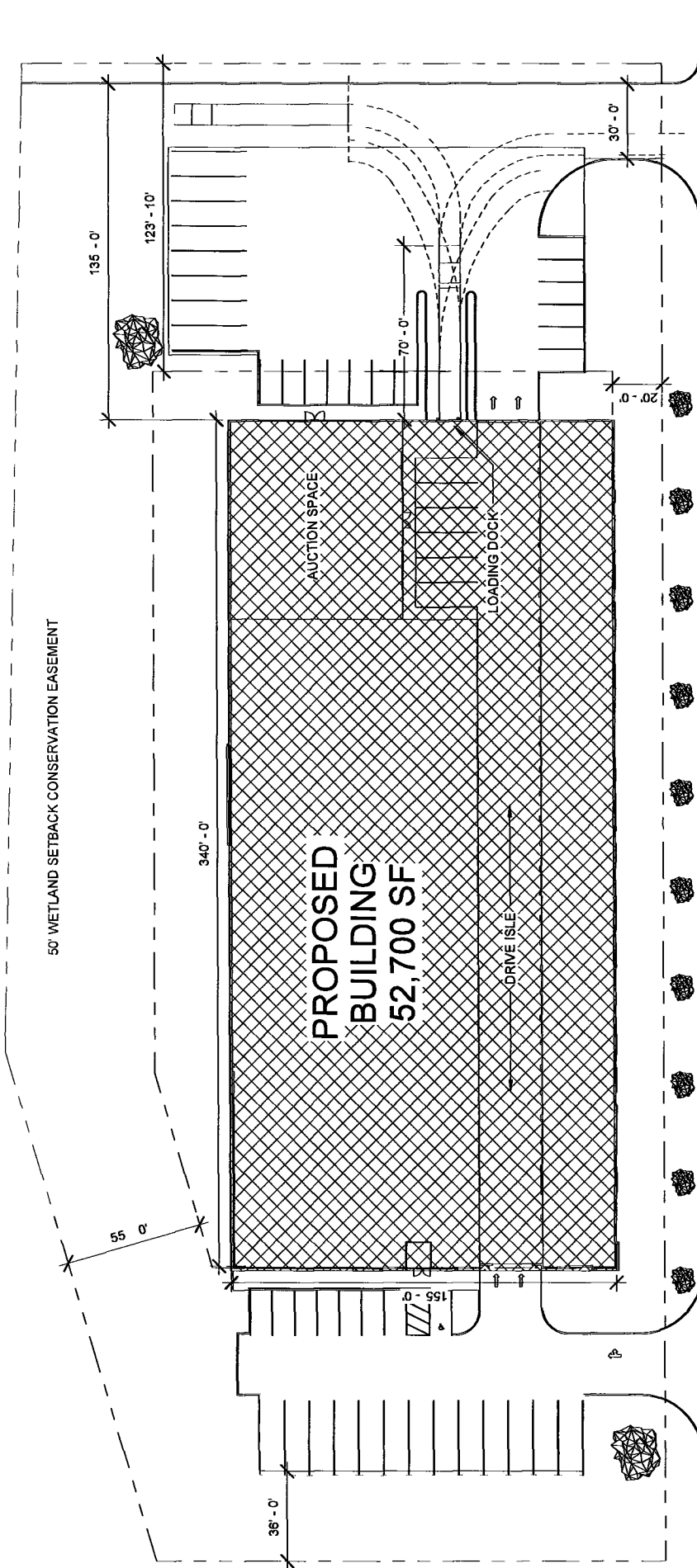
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FRANKLIN WI SELF STORAGE



COVER SHEET



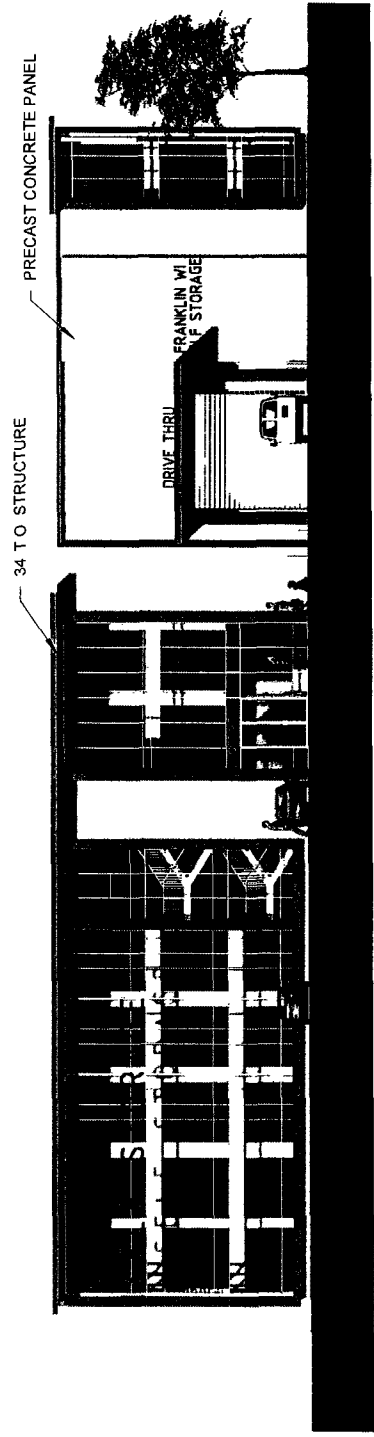


ANDERSON
ASHTON
DESIGN/BU D

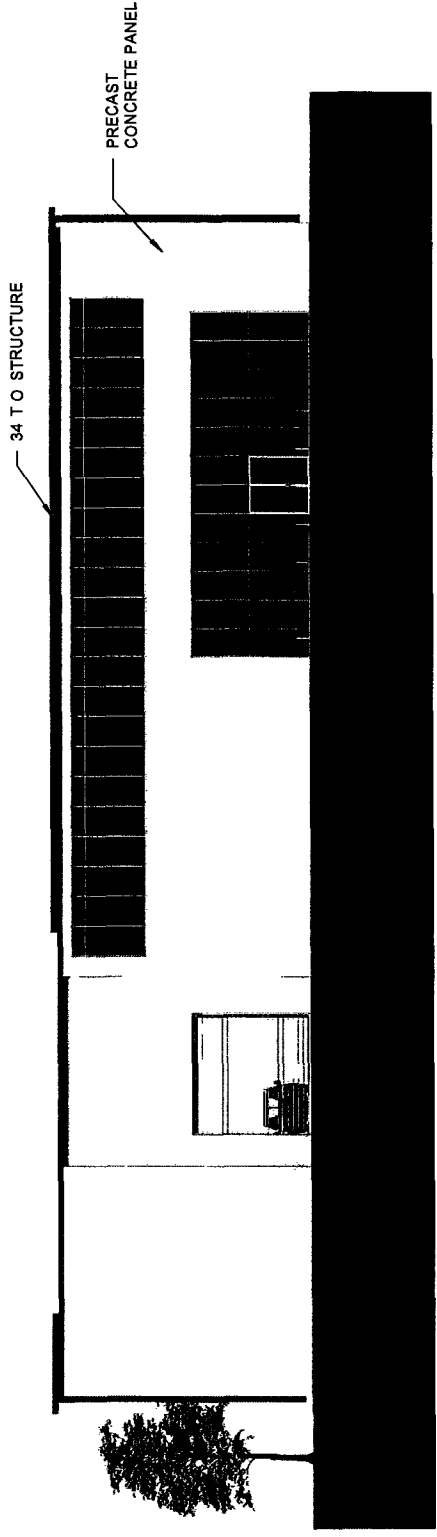
ARCHITECTURAL SITE PLAN

SCALE 1" = 40'





NORTH



SOUTH

SCALE 1/8" = 1'

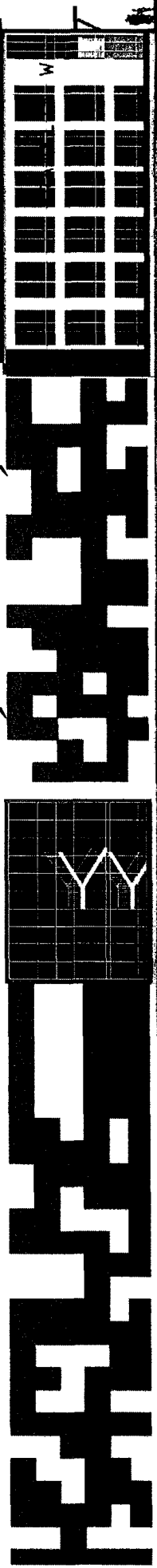
ELEVATIONS



ANDERSON
ASHTON
DESIGN BUILD

34 T O STRUCTURE

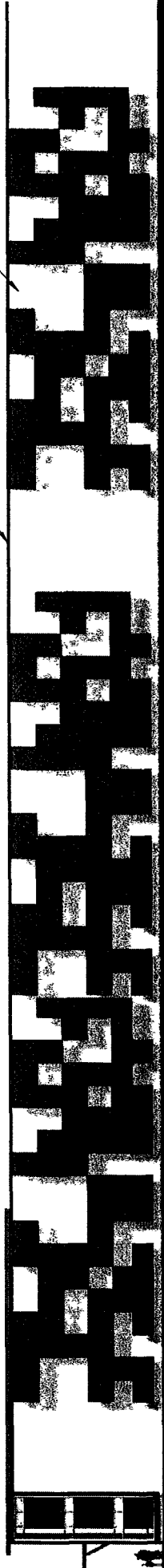
PRECAST CONCRETE PANEL



EAST

34 T O STRUCTURE

PRECAST CONCRETE PANEL



WEST

SCALE 3/64 = 1

ELEVATIONS



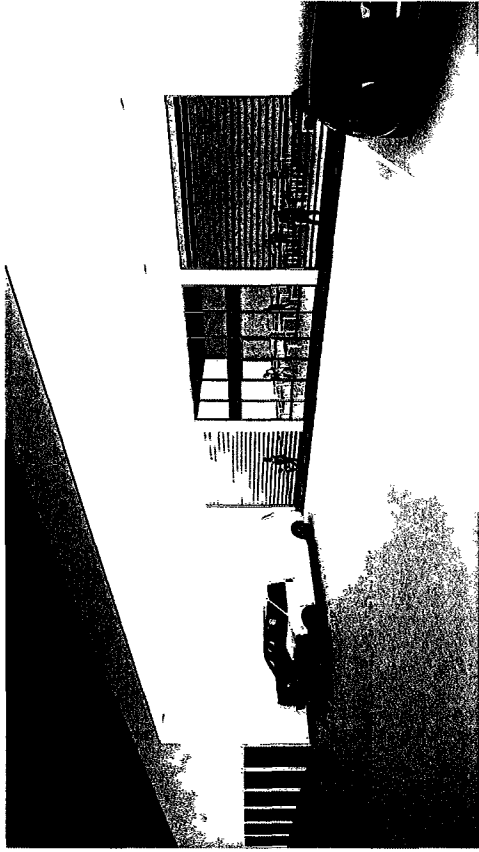
ANDERSON
ASHTON
DESIGN/BUILD



ENTRY DOOR



GLASS CORNER



AUCTION SPACE



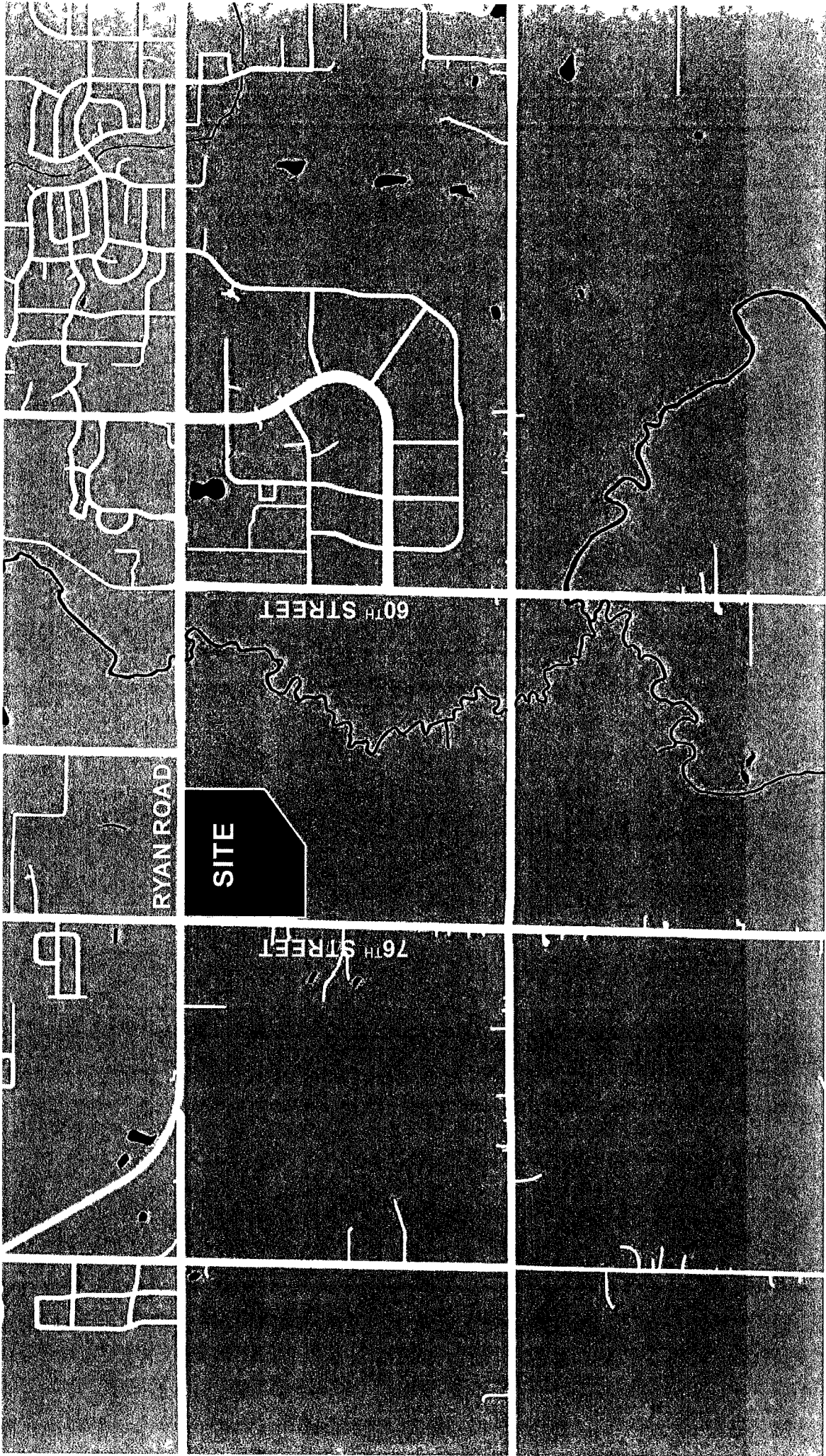
LOADING & AUCTION PARKING

RENDERINGS

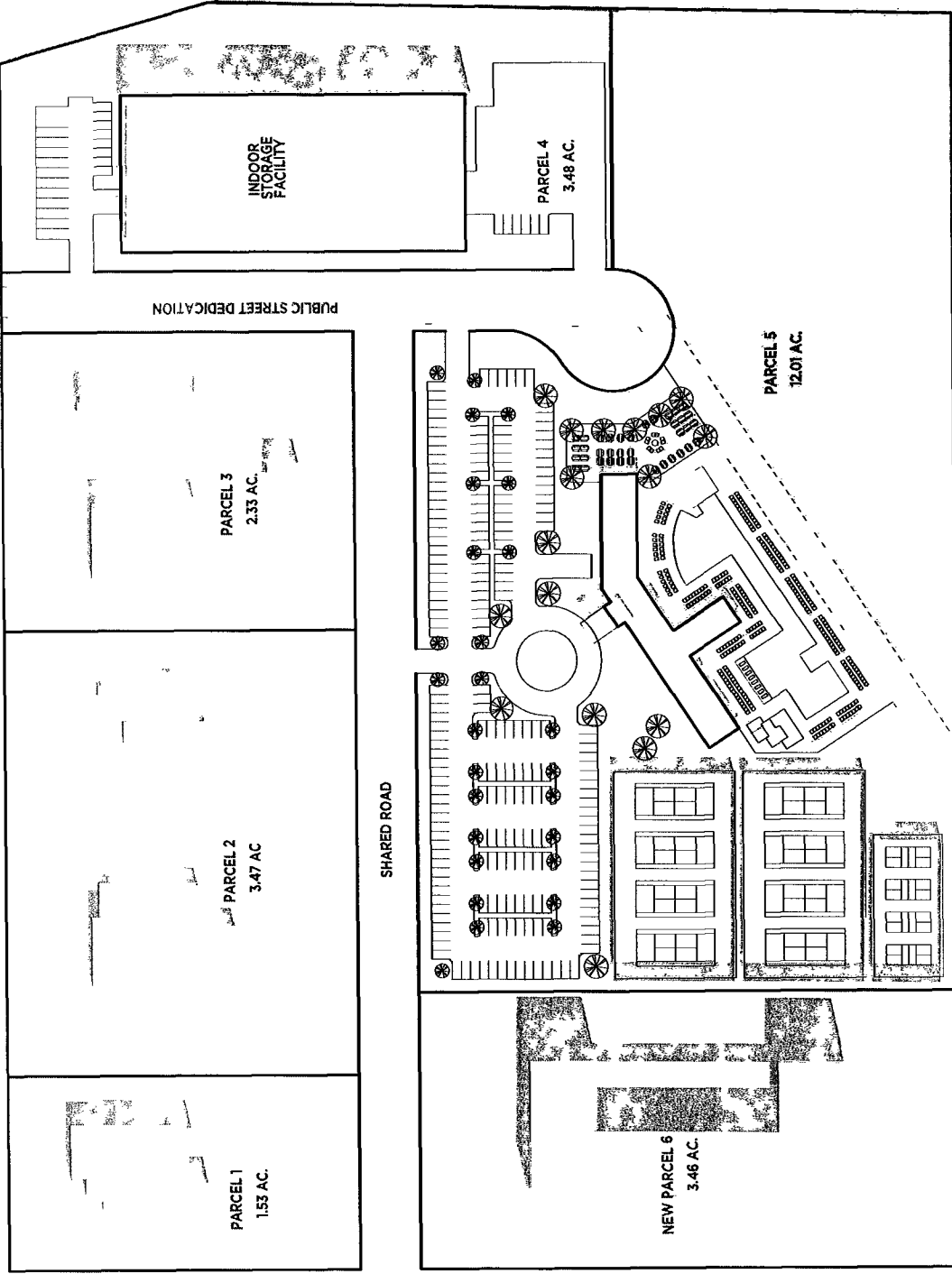
tredogroup

O'MALLEY DEVELOPMENT

2019 OCTOBER 18 CONCEPTUAL DESIGN



RYAN ROAD

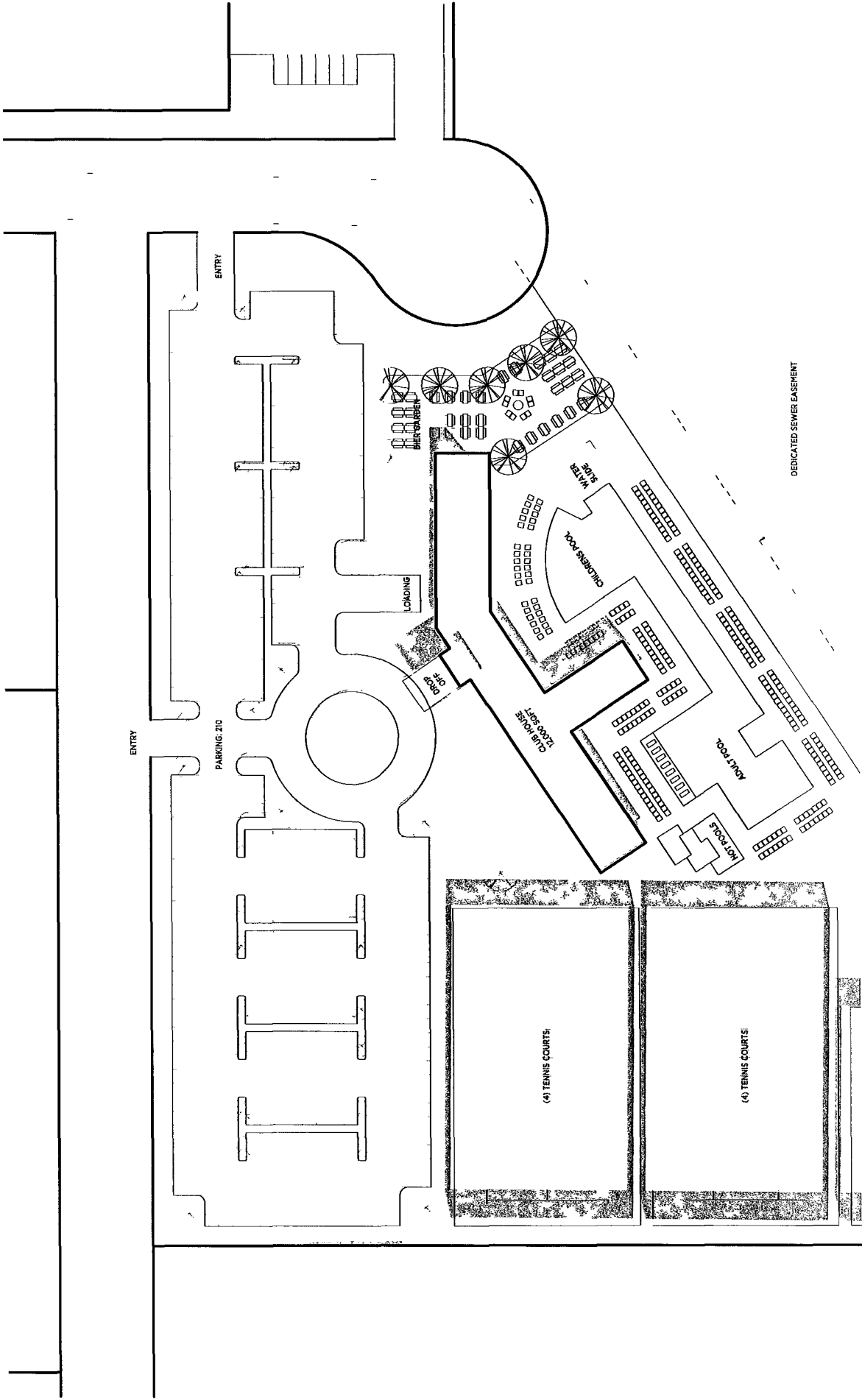


SITE PLAN

OCTOBER 16, 2019

O'MALLEY DEVELOPMENT

tredogroup



PARTIAL SITE PLAN

OCTOBER 18, 2019

O'MALLEY DEVELOPMENT





O'MALLEY DEVELOPMENT

tredgroup

CONCEPTUAL RENDERING

OCTOBER 18, 2019



O'MALLEY DEVELOPMENT



CONCEPTUAL RENDERING

OCTOBER 18, 2018

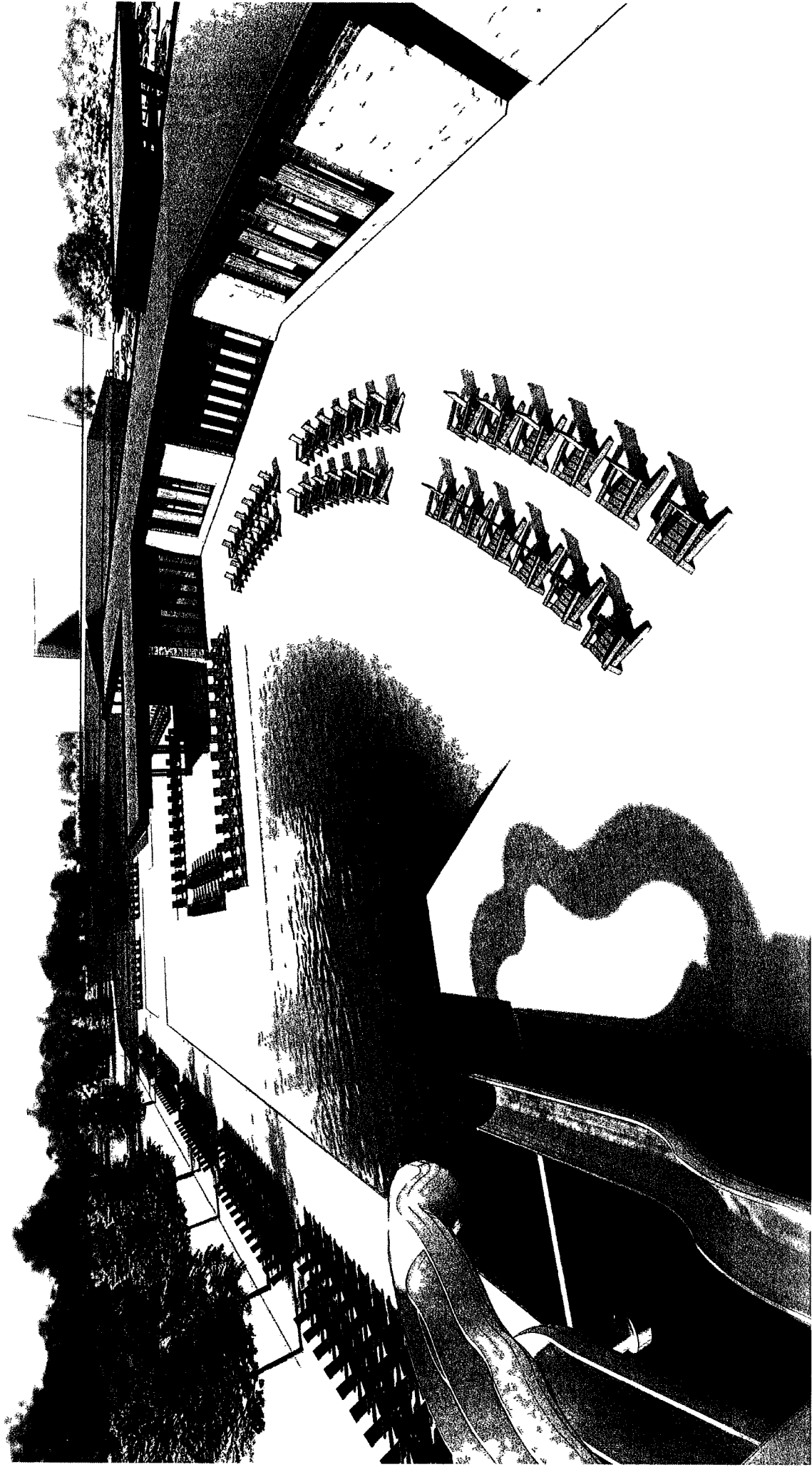


O MALLEY DEVELOPMENT

tredo architects

CONCEPTUAL RENDERING

OCTOBER 18, 2019



O MALLEY DEVELOPMENT

tredgwick

CONCEPTUAL RENDERING

OCTOBER 18, 2019



O'MALLEY DEVELOPMENT

tredo

CONCEPTUAL RENDERING

OCTOBER 18, 2019

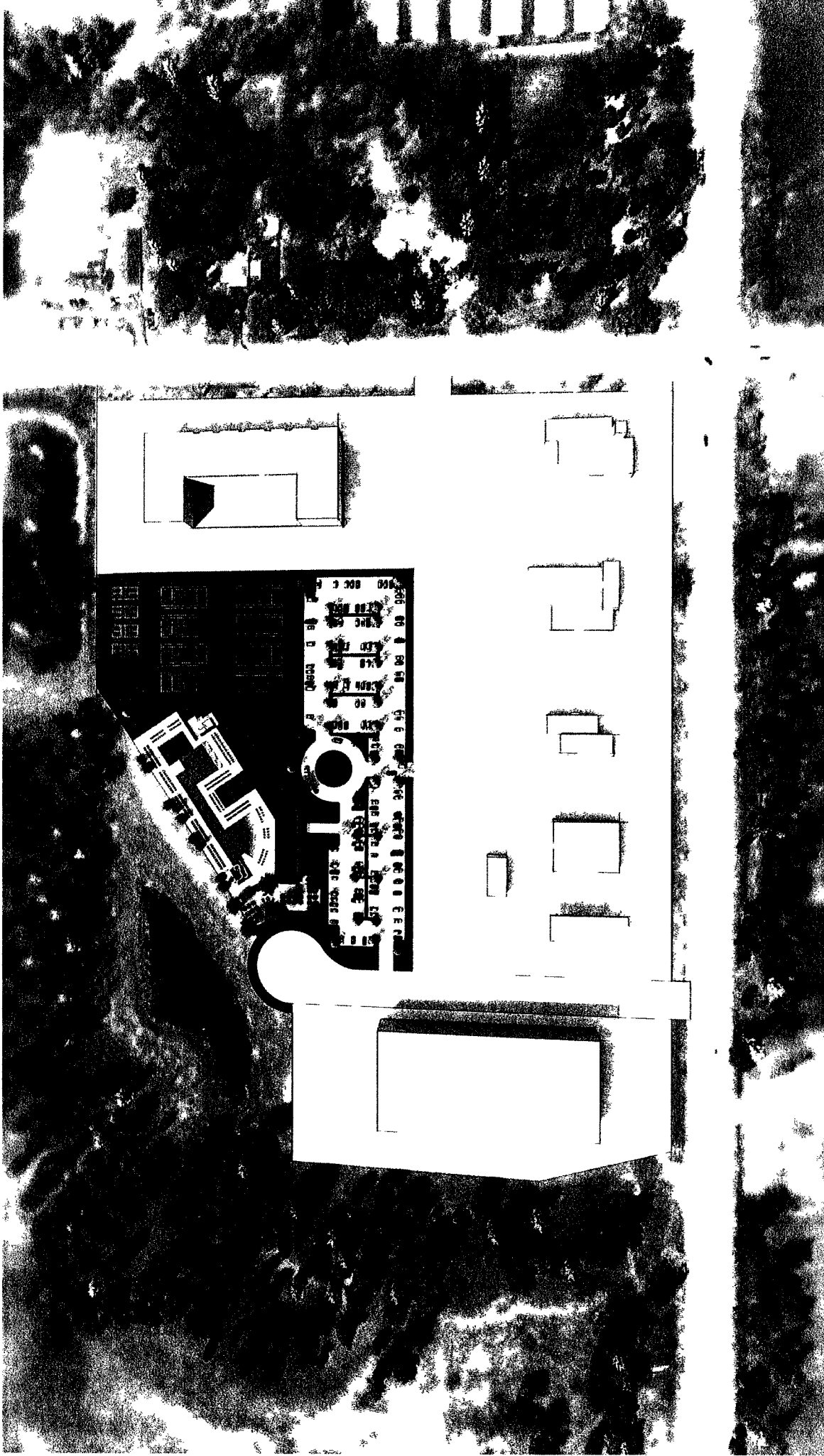


O'MALLEY DEVELOPMENT

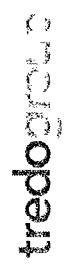


CONCEPTUAL RENDERING

OCTOBER 18, 2019

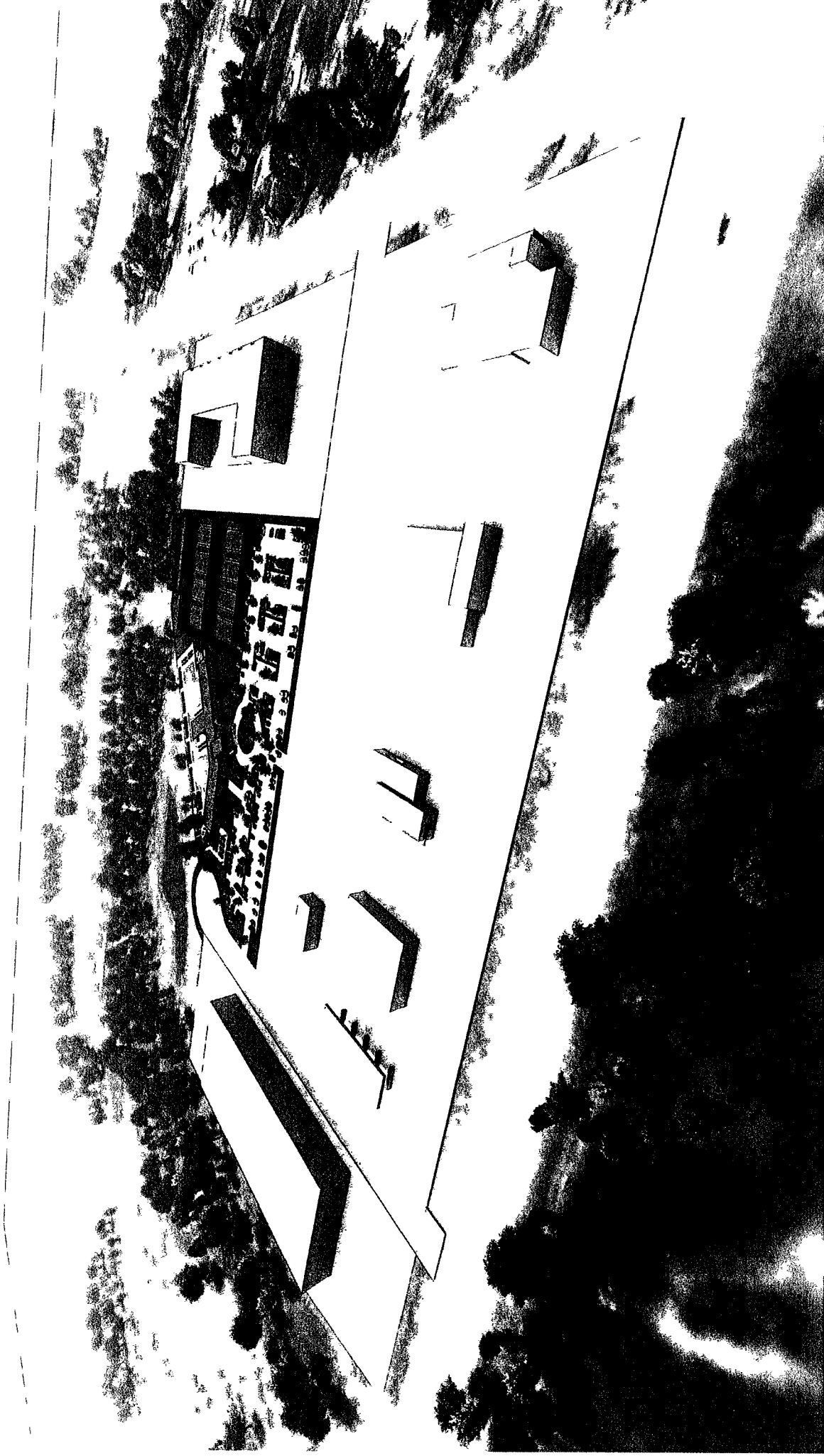


O'MALLEY DEVELOPMENT



CONCEPTUAL RENDERING

OCTOBER 18, 2019



O MALLEY DEVELOPMENT

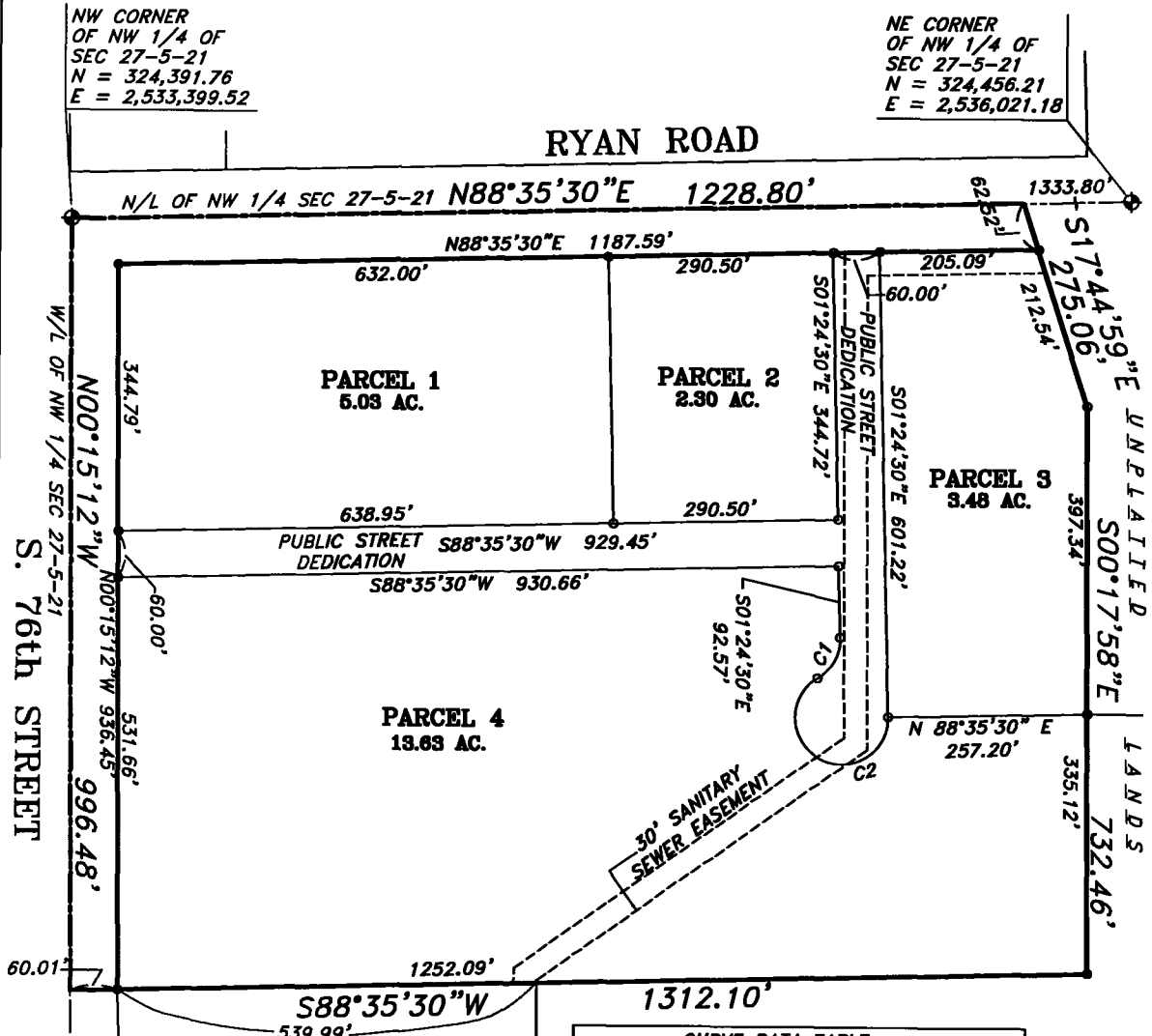
tredogroup

DRAWING TITLE

OCTOBER 18, 2019

CERTIFIED SURVEY MAP NO. _____

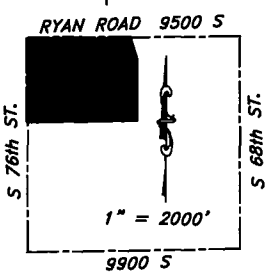
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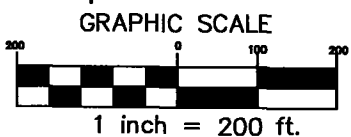


VICINITY SKETCH
NW 1/4 27-5-21

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BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JEFFREY D. BARCZAK, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 27, T 5 N, R 21 E., IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID NW 1/4 OF NW 1/4 OF SECTION 27, THENCE N 88°35'30"E 1228.80 FEET ALONG THE NORTH LINE OF SAID NW 1/4 SECTION AND THE CENTERLINE OF RYAN ROAD; THENCE S 017°44'59"E 275.06 FEET; THENCE S 00°17'58"E 732.46 FEET; THENCE S 88°35'30"W 1312.10 FEET TO THE WEST LINE OF SAID NW 1/4 OF THE NW 1/4 OF SECTION 27 AND THE CENTERLINE OF S 76th STREET; THENCE N 00°15'12"W 996.48 FEET ALONG THE WEST LINE OF SAID NW 1/4 OF THE NW 1/4 OF SECTION 27 AND THE CENTERLINE OF S 76th STREET TO THE PLACE OF BEGINNING. EXCEPTING THE NORTH AND WEST 60 FEET FOR PUBLIC STREET PURPOSES. SAID LANDS CONTAINS 26.75 ACRES MORE OR LESS

THAT I HAVE MADE THIS SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF JAMES B. O'MALLEY, SOLE TRUSTEE, OF JAMES B O'MALLEY AND SHELLEY J. O'MALLEY REVOCABLE TRUST.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE UNIFIED DEVELOPMENT ORDINANCE DIVISION 15, OF THE CITY OF FRANKLIN MUNICIPAL CODE IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATE: _____

JEFFREY D. BARCZAK, RLS-1999



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

AS OWNER, JAMES B O'MALLEY, SOLE TRUSTEE OF JAMES B O'MALLEY AND SHELLEY J. O'MALLEY REVOCABLE TRUST, DO HEREBY CERTIFY THAT I HAVE CAUSED THE LANDS DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH CHAPTER 236 OF THE WISCONSIN STATE STATUTES AND THE UNIFIED DEVELOPMENT ORDINANCE DIVISION 15 OF THE CITY OF FRANKLIN MUNICIPAL CODE.

IN WITNESS WHEREOF, THE SAID JAMES B O'MALLY, SOLE TRUSTEE OF JAMES B O'MALLEY AND SHELLEY J. O'MALLEY REVOCABLE TRUST, HAS CAUSED THESE PRESENTS TO BE SIGNED AT _____, WISCONSIN, THIS _____ DAY OF _____, 2020.

JAMES B. O'MALLEY
SOLE TRUSTEE
JAMES B. O'MALLEY AND SHELLEY J. O'MALLEY REVOCABLE TRUST

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2020, JAMES B O'MALLEY, RESPECTIVELY KNOWN AS SOLE TRUSTEE OF JAMES B. O'MALLEY AND SHELLEY J. O'MALLEY REVOCABLE TRUST.

NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES: _____



COMMON COUNCIL APPROVAL

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN BY RESOLUTION NO. _____, ON THIS _____ DAY OF _____, 2020.

STEVE OLSON, Mayor
City of Franklin

Sandra L. Wesolowski, City Clerk
City of Franklin

E = 2,536,021.18

RYAN ROAD

1333.80'

N88°35'30"E
205.09'

62.52'

30' SANITARY
SEWER EASEMENT

212.54'

S17°44'59"E
275.06'

PARCEL 3
CSM NO. _____

PUBLIC STREET
TO RYAN ROAD

52,700 SF
BUILDING

PARCEL 4
3.48 AC.

S00°17'58"E

UNPLAIED
LANDS

PARCEL 5
CSM NO. _____

S01°24'30"E
601.22'

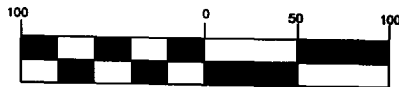
30' SANITARY
SEWER EASEMENT

397.34'

N 88°35'30" E
257.20'

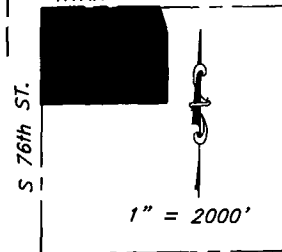


GRAPHIC SCALE



1 inch = 100 ft

RYAN ROAD 9500 S



9900 S

VICINITY SKETCH
NW 1/4 27-5-21

PREPARED BY:
JEFFREY D. BARCZAK
139 GRATHAM HOUSE WAY
APEX, NC, 27523
PH (414) 429-4865
EMAIL BARCZAKENGINEERING@GMAIL.COM

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/15/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT TO AMEND SECTION 15-3.0702 TO ALLOW FOR ACCESSORY STRUCTURES GREATER THAN 1,200 SQUARE FEET IN FLOOR AREA, SUBJECT TO SPECIAL USE APPROVAL</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.6.</i></p>

At the September 3, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of an ordinance to amend the unified development ordinance text to amend section 15-3.0702 to allow for accessory structures greater than 1,200 square feet in floor area, subject to special use approval, with the addition to subsection D, the agricultural zoning districts, R3 and R3-E, and add condition #5 "accessory structures shall not be used for commercial or residential use", the vote was 6-0-0.

Note that the restriction imposed by condition #5 is already addressed by other provisions of the Unified Development Ordinance (UDO), for example:

- Commercial uses are not permitted in residential districts per UDO table 15-3.0603.
- Conducting home occupations in residential accessory structures is prohibited by UDO §15-3.0802(F).
- A second single-family dwelling unit is not permitted in residential districts per UDO Table 15-3.0602, with the exception of the R-1E district which is not included in this amendment.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2020-_____, to amend the Unified Development Ordinance section 15-3.0702 to allow for accessory structures greater than 1,200 square feet in floor area in the agricultural districts, A-1 and A-2, and residential districts, R-1, R-2, R-3 and R-3E, subject to special use approval.

ORDINANCE NO. 2020-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE TEXT TO AMEND SECTION 15-3.0702 TO ALLOW FOR
ACCESSORY STRUCTURES GREATER THAN 1,200 SQUARE FEET IN
FLOOR AREA, SUBJECT TO SPECIAL USE APPROVAL

WHEREAS, Section 15-3.0702 of the Unified Development Ordinance provides for detailed standards for three special uses in residential districts, such as open space subdivisions, private stables and supervised released and crimes against children sex offender use (Chap. 980 Stats.) within the City of Franklin; and

WHEREAS, the City of Franklin having applied for a text amendment to Section 15-3.0702 of the Unified Development Ordinance so as to allow for accessory structures greater than 1,200 square feet in floor area, subject to Special Use approval, City-wide and in the R-1 Countryside/Estate Single-Family Residence District and R-2 Estate Single-Family Residence District; and

WHEREAS, the Plan Commission having reviewed the proposed amendment to allow for accessory structures greater than 1,200 square feet in floor area, subject to Special Use approval, City-wide and in the R-1 Countryside/Estate Single-Family Residence District and R-2 Estate Single-Family Residence District, and having held a public hearing on the proposal on the 3rd day of September, 2020 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0702. Detailed Standards for Special Uses in Residential Districts. of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin is hereby amended to add the following at the end of the current existing text:

- D. Accessory structures greater than 1,200 square feet. The following specific standards are required for an increase of the maximum size for accessory structures in the [agricultural

Districts, A-1 and A-2], and residential districts, R-1, R-2, [R-3 and R-3E]:

1. **Minimum Lot Area.** The minimum lot area shall be 3.0 acres. The maximum accessory structure size shall be 500 square feet per acre, and in no event shall an accessory structure exceed 5,000 square feet.
2. **Height.** An accessory structure shall not exceed 40 feet in height.
3. **Setbacks.** An accessory structure shall not be located closer to a side or rear lot line than a distance equal to its height.
4. **Location.** No part of an accessory structure shall be located in a front yard, corner side yard, or any rear yard abutting a street on a corner lot. For a rear yard abutting a street on a corner lot, the setback shall be the required corner side yard setback of the zoning district. Where the front of a principal structure is not on a corner lot, an accessory use or structure may be placed in the yard facing the arterial street, provided that all zoning district front and side yard setbacks from the arterial street lot line are met. In no case shall an accessory structure be located closer to a property line than a distance equal to its height.
5. [Accessory structures shall not be used for commercial or residential use].

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.

ORDINANCE NO. 2020-_____

Page 3

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

ORDINANCE NO. 2020-_____

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE TEXT TO AMEND SECTION 15-3.0702 TO ALLOW FOR
ACCESSORY STRUCTURES GREATER THAN 1,200 SQUARE FEET IN
FLOOR AREA, SUBJECT TO SPECIAL USE APPROVAL**

WHEREAS, Section 15-3.0702 of the Unified Development Ordinance provides for detailed standards for three special uses in residential districts, such as open space subdivisions, private stables and supervised released and crimes against children sex offender use (Chap. 980 Stats.) within the City of Franklin; and

WHEREAS, the City of Franklin having applied for a text amendment to Section 15-3.0702 of the Unified Development Ordinance so as to allow for accessory structures greater than 1,200 square feet in floor area, subject to Special Use approval, City-wide and in the R-1 Countryside/Estate Single-Family Residence District and R-2 Estate Single-Family Residence District; and

WHEREAS, the Plan Commission having reviewed the proposed amendment to allow for accessory structures greater than 1,200 square feet in floor area, subject to Special Use approval, City-wide and in the R-1 Countryside/Estate Single-Family Residence District and R-2 Estate Single-Family Residence District, and having held a public hearing on the proposal on the 3rd day of September, 2020 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0702. Detailed Standards for Special Uses in Residential Districts. of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin is hereby amended to add the following at the end of the current existing text:

- D. Accessory structures greater than 1,200 square feet. The following specific standards are required for an increase of the maximum size for accessory structures in the R-1 and R-2

districts

1. **Minimum Lot Area.** The minimum lot area shall be 3.0 acres. The maximum accessory structure size shall be 500 square feet per acre, and in no event shall an accessory structure exceed 5,000 square feet.
2. **Height.** An accessory structure shall not exceed 40 feet in height.
3. **Setbacks.** An accessory structure shall not be located closer to a side or rear lot line than a distance equal to its height.
4. **Location.** No part of an accessory structure shall be located in a front yard, corner side yard, or any rear yard abutting a street on a corner lot. For a rear yard abutting a street on a corner lot, the setback shall be the required corner side yard setback of the zoning district. Where the front of a principal structure is not on a corner lot, an accessory use or structure may be placed in the yard facing the arterial street, provided that all zoning district front and side yard setbacks from the arterial street lot line are met. In no case shall an accessory structure be located closer to a property line than a distance equal to its height.

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 _____, 2020, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of

ORDINANCE NO. 2020-____
Page 3

Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION

Meeting of September 3, 2020

Unified Development Ordinance (UDO) Text Amendment

RECOMMENDATION: City Development Staff recommends approval of this UDO Text Amendment, the Plan Commission may consider the alternative provisions outlined in the staff report

Project Name: Amendment to UDO Section 15-3 0702 “Detailed Standards for Special Uses in Residential Districts”, to allow for accessory structures greater than 1,200 square feet subject to Special Use approval

Project Address: City-wide, R-1 and R-2 zoning districts

Applicant: Mayor Steve Olson

INTRODUCTION:

This is a city-sponsored application for a Unified Development Ordinance Text Amendment to amend Section 15-3 0702 “Detailed Standards for Special Uses in Residential Districts”, to allow for accessory structures greater than 1,200 square feet in floor area, subject to Special Use approval

The Unified Development Ordinance (UDO) §15-3 0702 currently provides detailed standards for 3 special uses in residential districts, such as open space subdivisions, private stables and supervised released and crimes against children sex offender use (Ch 980 Stats)

The maximum size for accessory structures in residential districts is limited to 1,200 sf, if masonry constructed and in lots greater than 40,000 sf per UDO §15-3 0801(C) The draft amendment below would allow for large accessory structures (greater than 1,200 square feet) in low density residential districts

PROPOSED TEXT:

D Accessory structures greater than 1,200 square feet The following specific standards shall be used to authorize an increase of the maximum size for accessory structures in the R-1 and R-2 districts¹

1 Minimum Lot Area The minimum lot area shall be 3 0 acres² The maximum accessory structure size shall be 500 square feet per acre, and in no event shall an accessory structure exceeds 5,000 square feet³

¹ This section would only apply to the R-1 and R-2 because the intent of these districts is to promote a Country side/Estate character, which means “housing on very large lots” Including the R-3 district into this amendment may be contrary to the district intent that is “to protect the character of building bulk in established suburban/state residential neighborhood and subdivision” Another concern with the R-3 district is that this zoning is not limited to the southwest portion of the city, it is found on the northwest and also in the east (see attached map) Large accessory structures are currently permitted as of right in the R1-E district

² 3 0 acres is the minimum lot area for private stables This standard would restrict large accessory structures in established subdivisions for consistency with R-3 zoning district in case of including this district as part of the subject amendment (see attached map)

³ 5,000 square feet is the maximum size for accessory structures in the R1-E district, also the maximum size for wood frame structures is 5,500 st per the Wisconsin Commercial Building Code

- 2 *Height* Accessory structures shall not exceed 40 feet in height⁴
- 3 *Setbacks* Accessory structures shall be located not closer than a distance equal to its height to the side or rear lot lines
- 4 *Location* No part of an accessory structure shall be located in a front yard, corner side yard, or any rear yard abutting a street on a corner lot. For a rear yard abutting a street on a corner lot, the setback shall be the required corner side setback of the zoning district. Where the front of a principal structure is not on a corner lot, an accessory use or structure may be placed in the yard facing the arterial street provided that all zoning district front and side yard setbacks from the arterial street lot line are met⁴. In no case shall an accessory structure be closer to a property line than a distance equal to its height

City Development staff has the following concerns with this UDO text amendment

- Home occupations. This amendment may unintentionally promote the use of large accessory structures for home occupations, conducting home occupations in accessory structures is prohibited by the UDO §15-3 0802(F)(4).
- Commercial vehicle parking. Parking more than one commercial vehicle is prohibited in residential districts per UDO §15-3 0802(C), large accessory structures may conflict with this restriction

If this text amendment is approved, City Development staff recommends the addition of a new section (92-F) to the “Building Construction” chapter of the Municipal Code. This new section could be titled “Accessory structures greater than 1,200 square feet” and require that plans should be prepared by a licensed professional engineer, or architect

ALTERNATIVE PROVISIONS:

The Plan Commission may consider the following alternative provisions

- Paul Marshall (8930 S 116th St) is requesting the inclusion of the R-3 zoning district as part of this amendment (see attached letter)
- The maximum accessory structure size could be calculated as a percentage of the lot area, see Muskego Municipal Code §400-167(C)(2)(c)

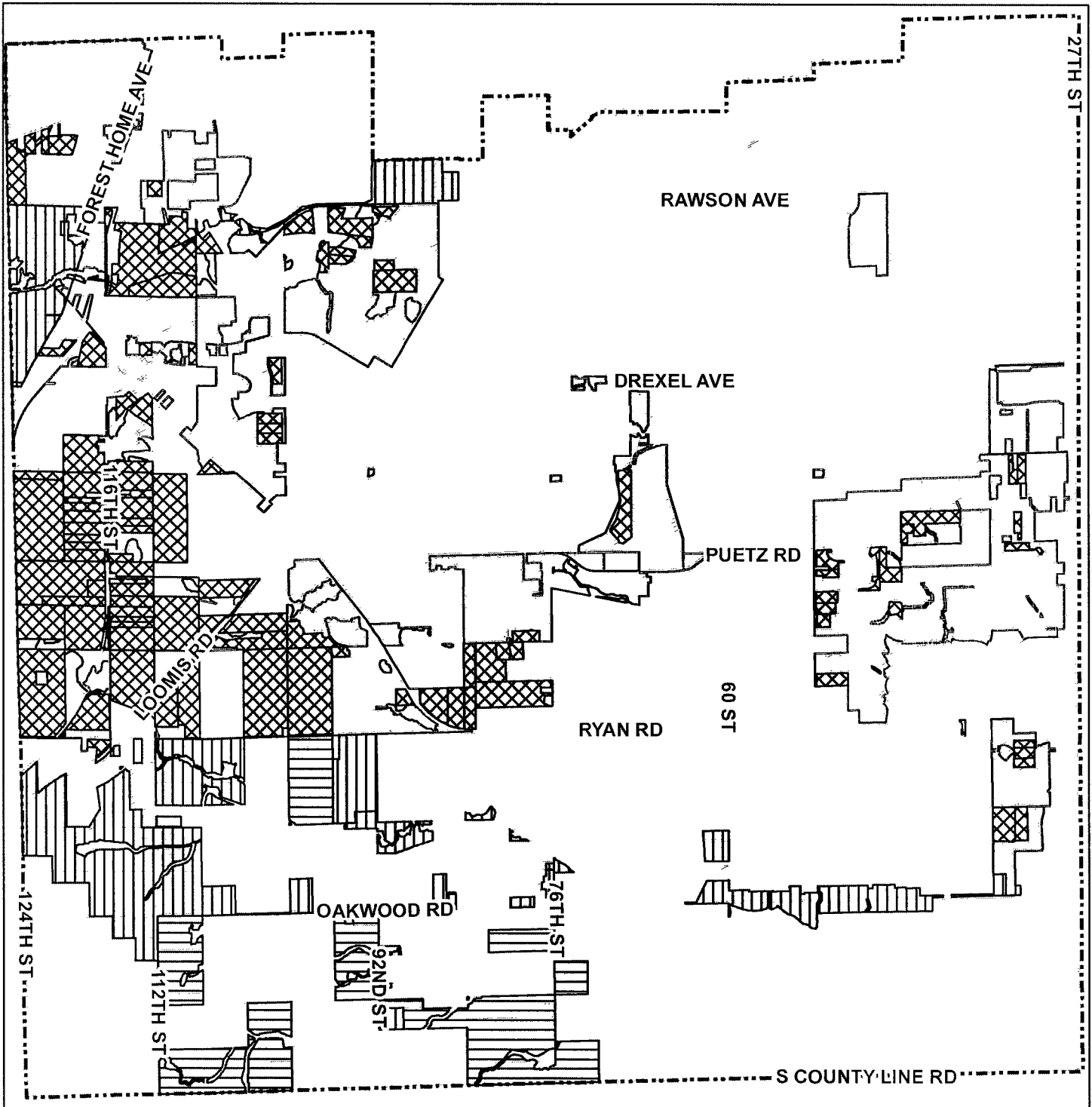
Square footage permitted for large parcels: parcel sizes in excess of 40,000 square feet are allowed a maximum total floor area of all accessory structures not to exceed 2% of the total parcel area

Staff recommends that if the provision above is included in this amendment, the 5,000 square feet maximum size limit should remain regardless of the lot size

STAFF RECOMMENDATION:

City Development Staff recommends approval of this Unified Development Ordinance (UDO) Text Amendment, the Plan Commission may consider the alternative provisions outlined in the staff report






⁴ Standards for accessory structures in the R1-E district





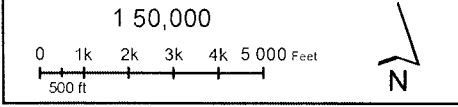

 City of Franklin
 Department of City Development
 9229 W Loomis Rd
 Franklin, WI 53132
 July 2020

Legend

Zoning districts

-  R 1 Countryside /Estate Single-Family Residence
-  R-2 Estate Single-Family Residence
-  R 3 Suburban/Estate Single Family Residence
-  R 3E Suburban/Estate Single Family Residence
-  R 3 or R 3E zoning (properties greater than 3 Acres)

 City Boundary
 Property lines



ZONING DISTRICTS R1, R2 AND R3

Planning Department
 9229 West Loomis Road
 Franklin Wisconsin 53132
 Email per@franklinwi.gov



City of Franklin

Franklin

JUL 22 2020

Phone (414) 425 4024

Fax (414) 427 7691

Web Site www.franklinwi.gov

City Development

Date of Application _____

UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION

Complete accurate and specific information must be entered Please Print

Applicant (Full Legal Name(s)) Name <u>Stephen R Olson Mayor</u> Company <u>City of Franklin</u> Mailing Address <u>9229 W Loomis Rd</u> City / State <u>Franklin WI</u> Zip <u>53132</u> Phone <u>414-425 7529</u> Email Address <u>Solson@franklinwi.gov</u>	Applicant is Represented by (contact person)(Full Legal Name(s)) Name <u>not applicable</u> Company <u>not applicable</u> Mailing Address <u>not applicable</u> City / State <u>not applicable</u> Zip <u>not applicable</u> Phone <u>not applicable</u> Email Address <u>not applicable</u>
Project Property Information (if applicable) Property Address <u>City-wide</u> Property Owner(s) <u>not applicable</u> Mailing Address <u>not applicable</u> City / State <u>Franklin WI</u> Zip <u>53132</u> Email Address <u>not applicable</u>	Tax Key Nos <u>not applicable</u> <u>not applicable</u> Existing Zoning <u>not applicable</u> Existing Use <u>not applicable</u> Proposed Use <u>not applicable</u> CMP Land Use Identification <u>not applicable</u>

UDO Text Amendment submittals for review must include and be accompanied by the following

- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee payable to City of Franklin \$200
- Seven (7) copies of a written Project Narrative including a full description of the proposed text amendment (Include the proposal's intent, impacts, and consistency with the Comprehensive Master Plan)

*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov> as Document 5.10.15.18

- Upon receipt of a complete submittal staff review will be conducted within ten business days
- Requires a Class II Public Hearing notice at Plan Commission
- Unified Development Ordinance Text Amendment requests require Plan Commission review and recommendation and Common Council approval
- The City's Unified Development Ordinance (UDO) is available at www.franklinwi.gov

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)

Signature - Property Owner
STEPHEN R OLSON
 Name & Title (PRINT)

Date 7/22/2020

Signature Applicant
 Name & Title (PRINT)

Date _____

Signature Property Owner
 Name & Title (PRINT)

Date _____

Signature Applicant's Representative
 Name & Title (PRINT)

Date _____

Regulo Martinez-Montilva

From: Ronnie Asuncion
Sent: Wednesday, August 12, 2020 3 48 PM
To: General Planning
Cc: Glen Morrow, Sara Arnold
Subject: Comments UDO Text Amend_City Wide

Follow Up Flag: Follow up
Flag Status: Flagged

No comments

Gail Olsen

From: Adam Remington
Sent: Friday, July 31, 2020 11:55 AM
To: General Planning
Subject: FW: rtg 01_UDO Text Amend_City Wide
Attachments: rtg 01_UDO Text Amend_City Wide doc, application submittal 7-22-20 zip

Follow Up Flag: Follow up
Flag Status: Completed

The fire department as no comments

From: Isabelle Jardas
Sent: Friday, July 31, 2020 11:27 AM
To: Steve Olson; Catherine Heder; Ronnie Asuncion; Maureen Schick; Kevin Magno; Debbie.Engineering, Adam Remington; Scott Satula; Heath Eddy
Cc: Gail Olsen; Regulo Martinez-Montilva
Subject: rtg.01_UDO Text Amend_City Wide

Please see attached and send comments to generalplanning@franklinwi.gov

Thank You,

Isabelle Jardas
City of Franklin
Department of City Development
9229 West Loomis Road
Franklin, WI 53132
ijardas@franklinwi.gov
Phone 414 425-4024



Gail Olsen

From: Scott Satula
Sent: Monday, August 3, 2020 9:33 AM
To: Regulo Martinez-Montilva
Cc: General Planning, Steve Olson, Adam Remington
Subject: RE: rtg_01_UDO Text Amend_City Wide
Attachments: rtg_01_UDO Text Amend_City Wide doc, application submittal 7-22-20 zip

Regulo:

If the issue of dividing the private garage into 1,000 sq ft compartments by 1-hour "fire barriers" becomes an issue, I could amend my initial comments and reclassify the structure as a different Use Group (S-2 Storage) in the Commercial Building Code and allow wood-framed structures with the size limitations proposed without the need for compartmentalization. I applied a more restrictive, but applicable, Occupancy classification in the Commercial Building Code for the initial proposal I submitted. Just so you know, I would support this alternate amendment.

Let me know if you have any questions.

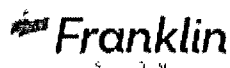
Thanks,
Scott

From: Isabelle Jardas
Sent: Friday, July 31, 2020 11:27 AM
To: Steve Olson <Solson@franklinwi.gov>, Catherine Heder <CHeder@franklinwi.gov>, Ronnie Asuncion <RASuncion@franklinwi.gov>, Maureen Schick <MSchick@franklinwi.gov>; Kevin Magno <KMagno@franklinwi.gov>, Debbie Engineering <DEngineering@franklinwi.gov>; Adam Remington <ARemington@franklinwi.gov>; Scott Satula <SSatula@franklinwi.gov>, Heath Eddy <HEddy@franklinwi.gov>
Cc: Gail Olsen <GOlsen@franklinwi.gov>, Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>
Subject: rtg_01_UDO Text Amend_City Wide

Please see attached and send comments to generalplanning@franklinwi.gov

Thank You,

Isabelle Jardas
City of Franklin
Department of City Development
9229 West Loomis Road
Franklin, WI 53132
ijardas@franklinwi.gov
Phone 414 425-4024



Gail Olsen

From: Steve Olson <steve-olson@wi.rr.com>
Sent: Friday, July 31, 2020 11:42 AM
To: Isabelle Jardas
Subject: RE: rtg.01_UDO Text Amend_City Wide

Follow Up Flag: Follow up
Flag Status: Flagged

No issue

From: Isabelle Jardas [mailto:IJardas@franklinwi.gov]
Sent: Friday, July 31, 2020 11:27 AM
To: Steve Olson; Catherine Heder; Ronnie Asuncion; Maureen Schick, Kevin Magno, Debbie.Engineering; Adam Remington; Scott Satula; Heath Eddy
Cc: Gail Olsen; Regulo Martinez-Montilva
Subject: rtg.01_UDO Text Amend_City Wide

Please see attached and send comments to generalplanning@franklinwi.gov

Thank You,

Isabelle Jardas
City of Franklin
Department of City Development
9229 West Loomis Road
Franklin, WI 53132
ijardas@franklinwi.gov
Phone 414 425-4024



Gail Olsen

From: Kevin Magno
Sent: Friday, July 31, 2020 12:05 PM
To: General Planning
Subject: Routing # 01 Application Type UDO Text Amendment City Wide

Follow Up Flag: Follow up
Flag Status: Completed

The Police Department has no issues with this request

Kevin M Magno
Assistant Chief of Police
Franklin Police Department
9455 W Loomis Road
Franklin, WI 53132
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City of Muskego WI
Friday August 21 2020

Chapter 400. Zoning

Article XV. Accessory Uses and Structures

§ 400-167. Accessory uses and structures.

A General Accessory structures shall reflect or compliment the character or materials of the primary structure ^[1]

[1] *Editor's Note Amended at time of adoption of Code (see Ch 1 General Provisions Art II)*

B Attached accessory structures In all districts, any permanent roofed structure serving an accessory use if attached to the principal building shall be considered as part of such principal building for all regulatory purposes If such structure is a building and is not attached to the principal building it shall conform to the building location, height and open space requirements of the district in which such building is located

C Detached accessory structures in residential districts Detached accessory structures located on parcels in a residence district where the principal use is present, except boathouses, shall be permitted subject to the following

(1) Location All accessory structures subject to this section shall be located behind the base setback line of all street yards and behind the minimum required offsets of all other side/rear lot lines ^[2]

[2] *Editor's Note Amended at time of adoption of Code (see Ch 1, General Provisions Art II)*

(2) Area Subject to the open space requirements of the zoning district, the total square footage of all accessory structures subject to this section is permitted as follows

(a) Square footage permitted by right the greater of 720 square feet or 60% of the assessed floor area of the principal structure

(b) Bonus square footage permitted for additional side yard offsets plus 10 square feet of floor area for each one foot of side yard offset above the district minimum, provided that no such bonus shall exceed 300 square feet

(c) Square footage permitted for large parcels parcel sizes in excess of 40,000 square feet are allowed a maximum total floor area of all accessory structures not to exceed 2% of the total parcel area

(3) Height The height of all accessory structures subject to this section shall conform to the following

(a) Private garden sheds

Minimum Side Yard Offset (feet)	Permitted Height Above Grade (feet)
3	9
5	13
10	15

(b) Private garages and other accessory structures

- [1] Height permitted by right 15 feet
- [2] Height bonus permitted for additional offset plus one foot of height for every five feet of setback above the district minimum, provided that no such bonus shall result in a structure exceeding 20 feet in height as measured by § 400-24
- [3] Height bonus permitted for large parcels plus one foot of height for every 10,000 square feet of parcel in excess of 40,000 square feet, provided that no such bonus shall result in an accessory structure which exceeds the height permitted for principal structures in the zoning district

(4) Number No more than one accessory structure in excess of 120 square feet shall be permitted on a lot except when the Plan Commission finds that multiple accessory structures would meet the requirements set forth in Subsection C(2) above One private garden shed (an accessory structure 120 square feet or less) is permitted on a residential lot and Plan Commission approval is needed when two structures of this nature are sought An individual may have a private garden shed and an accessory structure greater than 120 square feet without Plan Commission approval

(5) Architectural requirements All accessory structures subject to this section must conform to the following additional requirements

- (a) A minimum base floor consisting of either pressure-treated lumber, asphalt flooring, sealed concrete block, or concrete slab must be provided, except such areas where domesticated animals and livestock are to be quartered as permitted by this chapter
- (b) The architectural materials, color, and style of accessory structures shall conform to the materials, color, and style of the principal structure unless the property is subject to a design guide duly adopted as a component of the Comprehensive Plan and the proposed accessory structure is in conformance with the provisions of said guide Exceptions to this requirement may be made by the Plan Commission where it is determined that the structure meets one or more of the following
 - [1] The structure is screened from view
 - [2] The principal structure is composed of materials, colors, or styles that are inappropriate in their application to an accessory structure

[3]

The Plan Commission finds other circumstances to be present which would result in undue harm to the property or its surroundings

- (6) Use restricted No private garage in a residence district shall be used for operation of any metalworking, woodworking, masonry, carpentry, contracting, or repair business except as a permitted accessory use or home occupation
 - (7) Rustic structures as defined in this code shall be allowed as a conditional use upon approval of the Plan Commission If granted conditional use status, the rustic structure is not required to comply with the location, area height, and architectural requirements for detached accessory structures in the district
- D Boathouses Properties within the RL-1, RL-2 and RL-3 Lakeshore Residence Districts are permitted one boathouse subject to the following
- (1) Location minimum 20 feet from the ordinary high-water mark and subject to the side yard offset provisions of the district, effective with new construction or relocations after November 15, 2001
 - (2) Height not greater than 15 feet above the lowest grade
 - (3) Area no greater than 525 square feet
 - (4) The boathouse must be designed and used principally for the storage of boats and accessory marine equipment normally used in the daily activities of lakefront property and typically includes a large overhead door for primary access on the side of the structure facing the water
 - (5) A boathouse may not be habitable as defined in this code Final decision as to whether any boathouse would be considered habitable will be determined by the Public Works and Development Department ^[3]
- [3] *Editor's Note Amended at time of adoption of Code (see Ch 1 General Provisions Art II)*
- E Detached accessory structures, agricultural districts and uses
- (1) Detached accessory structures located on parcels in the A-1 Agricultural District, where said parcels are equal or greater than 120,000 square feet in area are subject to the regulations of the district pursuant to Article **VIII**
 - (2) Detached accessory structures located on parcels in the A-1 Agricultural District which are located on parcels less than 120,000 square feet in area and where the principal use is present shall be subject to the provisions of this section above
 - (3) An accessory structure with an agriculture use located within any zoning district other than the A-1 Agricultural Zoning District must follow the architectural requirements found in Subsection **C(5)**, unless Plan Commission approvals are sought to allow decreased architectural requirements
 - (4) All agricultural accessory structures shall follow the permitting and architectural standards shown in the City of Muskego adopted General Design Guide
 - (5)

Rustic structures as defined in this code shall be allowed as a conditional use in the A-1 Agricultural District. As authorized by conditional use grant, rustic structures are exempt from the requirements of this section.

- F Detached accessory structures in business and industrial districts. Detached accessory structures located on parcels in any business or industrial zoning district where the principal use is present shall conform to the bulk requirements of the zoning district.
- G Outdoor lighting. Outdoor lighting installations for residential uses shall be permitted in the setback and offset areas but not closer than three feet to an abutting property line and, where not specifically otherwise regulated, shall not exceed 15 feet in height and shall be adequately shielded or hooded so that no excessive glare or illumination is cast upon the adjoining properties. Outdoor lighting installations for commercial/industrial uses shall comply with the provisions of Article XVIII of this code for those installations associated with a building site and operation plan.
- H Fences and walls. Fences and walls, where anchored to supports embedded in the ground, shall be considered permanent structures and shall be subject to the following [Amended 2-4-2010 by Ord. No. 1311, 8-19-2010 by Ord. No. 1326]
- (1) Fences are allowed anywhere on a single property, with a proper zoning permit, as long as the fencing remains completely on the property. Fence panels are allowed to be up to six feet in height, with up to an additional six inches being allowed for ground clearance and post/cap height. The total height of any installed fencing system (fence panels, posts, and caps) cannot exceed a maximum combined height of six feet six inches. The total fence system heights are measured from the natural grade at any point along the base of the fence/posts to the top of the highest fence panel, post, or post cap.
[Amended 3-22-2012 by Ord. No. 1351^[4]
[4] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions Art. II)*
 - (2) Any such fence in excess of the height listed in Subsection H(1) may be permitted provided it conforms to the height, offset, and setback requirements of the district in which it is located.
[Amended 3-22-2012 by Ord. No. 1351]
 - (3) If the fence or wall is going to be located on a berm, the berm cannot have slopes that measure steeper than a slope of four feet horizontal to one foot vertical. Also, the top of the berm must have a level area on each side of the fence or wall that is at least two feet wide. These requirements apply to any new/replacement fencing or wall on an existing or proposed berm.
[Amended 3-22-2012 by Ord. No. 1351]
 - (4) The decorative side of all fencing must face the neighboring properties.
 - (5) All fencing in residential districts must be constructed out of materials that are traditionally found in residential areas.
 - (6) Retaining walls or decorative walls may be permitted anywhere on the lot, provided, however, that no individual wall shall exceed six feet in height. When multiple walls are being installed, a terrace equal to half of the tallest wall height must be provided between each of the multiple walls.
[Amended 4-18-2013 by Ord. No. 1371]

- I Walks, drives paved terraces, mechanical appurtenances for all single-family and two-family structures (such as air conditioners, venting and service panels), and purely decorative garden accessories (such as pools, fountains statuary, flagpoles, etc) where subject to "permanent structure" classification, shall be permitted in setback and offset areas but not closer than three feet to an abutting property line other than a street line
- J Game courts shall be permitted in setback and offset areas but not closer than five feet to any property line and shall be screened from the view of adjoining property by adequate landscape or architectural screen or combination thereof
- K Parking areas shall be permitted in setback and offset areas but not closer than three feet to any property line and said areas shall be temporary in nature
- L Solar collectors shall be permitted as an accessory use and may be permitted in any district subject to the regulations of the particular district
- M Temporary structures and miscellaneous screening devices Any temporary structure or miscellaneous screening device serving an accessory use shall be permitted anywhere on the lot consistent with the standards as set out in Subsection C above and no building permit shall be required provided a zoning permit is obtained However, where such proposed structure does not comply with the setback and offset requirements of the district in which it is located or where such proposed structure does not comply with architectural standards, the approval of the Plan Commission must first be obtained Plan Commission approval for such modification in setback/offset or architectural requirements shall be based on the following
[Amended 2-4-2010 by Ord No 1311]
 - (1) The proposed structure is out of public view or adequately screened
 - (2) Notice of meeting is given to owners within 100 feet of property lines
 - (3) If the miscellaneous screening device is a carport, it shall have no sides or ends
 - (4) May be subject to annual review by the Plan Commission for yearly maintenance concerns
- N Outdoor storage No unenclosed storage of materials, equipment, temporary structure, supplies or vehicles shall be permitted where such storage is unsightly to the surrounding view

August 7, 2020

VIA EMAIL ONLY. generalplanning@franklinwi.gov

City of Franklin
Department of City Development
9229 W. Loomis Road
Franklin, WI 53132

Re: Amendment to UDO Section 15-3.0702

To Whom It May Concern:

I am the owner of the property known as 8930 S. 116th Street. I have reviewed the proposed ordinance amendment for accessory structures. I am requesting that R-3 be included as part of the amendment to UDO Section 15-3.0702.

My lot consists of approximately 9.424 acres. There are many lots within the R-3 zoning district which consist of over 3 acres. Currently, the proposed amendment to UDO Section 15-3.0702 includes only land zoned R-1 and R-2. Based upon the staff report, the basis for not including R-3 with the ordinance amendment is that “[i]ncluding the R-3 district into this amendment may be contrary to the district intent that is “to protect the character of building bulk in established suburban/estate residential neighborhood and subdivision”” and that “the zoning is not limited to the southwest portion of the city”.

The City’s ordinances define “bulk” as “[a]ll new buildings and structures shall conform to the building regulations established for the district in which each building is located, except that parapet walls, chimneys, cooling towers, elevator bulkheads, fire towers, stacks, and necessary mechanical appurtenances shall be permitted to exceed the maximum height provisions when erected in accordance with all other ordinances of the City of Franklin. “Bulk” simply means that the building must comply with the ordinance requirements.

The R-1 zoning indicates an intent that residential developments are at intensities “that are consistent with the maintenance of a COUNTRYSIDE/ESTATE character and a COUNTRYSIDE/ESTATE life-style as set forth in the City of Franklin Comprehensive Master Plan and components thereof”.

The R-2 zoning indicates an intent to “[p]reserve and enhance an ESTATE character of surrounding areas and the attractiveness associated with such areas.”

There are no definitions in the ordinances to define what “suburban/estate”, “countryside/estate” and “estate” means.

While I recognize that R-3 zoning does include many subdivisions with smaller lots, R-3 zoning also contains many lots (as set forth on the attached map) with significantly larger lots, including my lot. Because the zoning text requires a minimum of 3 acres for any accessory structure greater than 1,200 square feet, only the larger lots within R-3 would be able to construct a larger accessory structure thereby protecting the smaller subdivisions and the purported intent of the R-3 zoning. Additionally, larger accessory structures require a greater setback from the road, making the accessory structures less visible to the public.

I am requesting that the R-3 zoning district be added to the amendment to UDO Section 15-3.0702.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Marshall", written in a cursive style.

Paul Marshall

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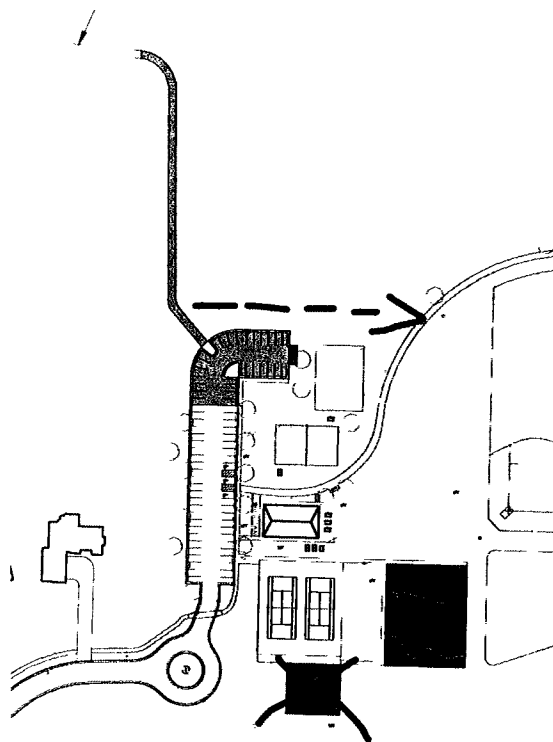
APPROVAL <i>J. C.</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/15/20
REPORTS & RECOMMENDATIONS	Authorization for the Dept of Public Works to purchase Radar Message Signs	ITEM NUMBER <i>G.7.</i>
<p>Within the approved 2020 Capital Budget Fund, was the funds to purchase two (2) Radar Message Signs to be used by the Police Dept and DPW. Pricing has been received from All Traffic Solutions Inc., as follows, for the purchase of two complete radar message sign units</p> <ol style="list-style-type: none"> 1. Two (2) Radar Message Signs, \$28,999.00. Budgeted for these items was \$29,000 00 <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p style="text-align: center;">Approval to purchase Radar Message Signs.</p>		

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>09/15/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>REQUEST FROM THE PARKS COMMISSION FOR THE COMMON COUNCIL TO APPROVE THE CONCEPTUAL SITE PLAN FOR PLEASANT VIEW NEIGHBORHOOD PARK</p>	<p>ITEM NUMBER</p> <p>G, 8.</p>

January 21, 2020, the Common Council directed the Director of Administration to work with the Alderman of District 3 to prepare a contract and scope of services for an updated site plan for Pleasant View Park, in order to complete the park. The Council authorized a contract with GRAEF; this is the resulting Conceptual Site Plan.

At their August 10 meeting, the Parks Commission recommended that GRAEF revise draft conceptual plan No. 1 to include 2 tennis courts and 8 pickleball courts. The resulting Conceptual Site Plan was forwarded for review of the Plan Commission, and is attached in the Plan Commission report as EXHIBIT A.



At the regular meeting of the Plan Commission on September 3, 2020, the following action was approved: a motion to recommend approval of the conceptual site plan for Pleasant View Neighborhood Park, with the exception of striking 2 pickleball courts and moving the pathway to connect to the existing parking lot with the request that the existing pathways connect. The Plan Commission notes that the additional trail connection is to avoid pedestrian and bicycle traffic crossing the parking lot.

Options to engage a consultant for the necessary site engineering are provided on this agenda as a separate agenda item.

Figure 1 Plan Commission Recommendation

COUNCIL ACTION REQUESTED

A motion to approve the Conceptual Site Plan for Pleasant View Neighborhood Park as presented.

 **CITY OF FRANKLIN** 
REPORT TO THE PLAN COMMISSION

Meeting of September 3, 2020

Conceptual Site Plan

Action Requested: A recommendation to the Common Council regarding this conceptual site plan.

Project Name:	Pleasant View Park Conceptual Site Plan
Project Address:	4620 W. Evergreen St. (TKN 788 9999 003) and TKN 788 9999 002
Applicant:	City of Franklin
Property Owner:	City of Franklin
Current Zoning:	P-1 Park District
2025 Comprehensive Plan:	Recreational and Areas of Natural Resource Features
Use of Surrounding Properties:	Pleasant View School to the north, Victory Creek Trails to the east, residential to the south, and future residential to the west.
Applicant's Action Requested:	Recommendation to the Common Council for approval of the proposed Conceptual Site Plan

Background

The Pleasant View Park is located in the northeast quadrant of the City of Franklin, just east of the Victory Creek park, a conservation area with both gravel and mown trails, and walking connections to the neighborhood to the north and south. Pleasant View Park is roughly 24 acres, however the total parkland area in combination with the trails is more than 90 acres, not including the neighboring Pleasant View school.

The Comprehensive Outdoor Recreation Plan (CORP) imagined this park as a neighborhood park, to serve the surrounding community including the school, which was at the time the CORP was written, supplying the parking area to access the space (City of Franklin CORP Update: 2025, Page 14).

The CORP was adopted on April 4, 2011. In it, Pleasant View Park was described as “undeveloped.” The document recommended several of the amenities in the proposed site plan under consideration, as well as the creation of an 80-foot collector street to access the park (CORP, Table 6.1, Page 5-6).

On January 21, 2014, the City of Franklin Common Council directed the Engineering Department to produce a site plan for Pleasant View, which was then adopted and funded later that spring. As a result, several improvements have been made to the park including the installation of a 60-foot street with roundabout to access the park via Evergreen Dr., a baseball diamond, playground, and two tennis courts. A year-round pavilion was completed in early 2020.

On July 8, 2019, the Parks Commission's recommended that efforts be made to complete the park and proposed amenities. Council directed the Director of Administration to work with the Alderman of

District 3 to prepare a contract and scope of services for the updated site plan. The Council authorized that contract with GRAEF on January 21, 2020. This is the resulting Conceptual Site Plan, attached as EXHIBIT A. Two versions are provided at different scales. The conceptual plan is intended to establish the desired amenities in order to request funding for the project; it is not as detailed as a full site plan.

Public Input

As part of the scope of the update and completion of the Site Plan, GRAEF facilitated public input with the neighborhood and stakeholders.

Public Meeting / Survey

Originally, this input was to include a public meeting hosted by Alder Wilhelm; however that meeting was cancelled due to the implementation of the Safer-at-Home order. Instead, GRAEF prepared a survey which was distributed online and mailed to 153 residents in the neighborhood immediately surrounding the park. A summary of the results is attached as EXHIBIT B.

Parks Commission

The City of Franklin Parks Commission provided feedback on the Conceptual Site Plan over the course of two meetings on March 9, 2020 and August 10, 2020. Members of the public were also present at those meetings, and provided comments and suggestions related to proposed amenities.

At their August 10 meeting, GRAEF presented two alternative concepts for input: Plan Number 1 attached as EXHIBIT C and Plan Number 2 attached as EXHIBIT D. There was a robust discussion, including input from the public, especially in favor of the inclusion of pickleball courts, and a general desire to retain the existing amenities like the tennis courts. The Parks Commission recommended that GRAEF revise plan No. 1 to include 2 tennis courts and 8 pickleball courts. The resulting Conceptual Site Plan, EXHIBIT A, is now subject to review of the Plan Commission.

Other comments

In his review of the proposed Conceptual Site Plan, the Mayor has expressed a desire to include an ice-skating rink at this location. This was proposed as an amenity by the CORP.

A number of members of the public have contacted staff to share their thoughts on updates to the park. Those comments have been included for review as EXHIBIT E

Site Plan Analysis

Pleasant View Park is two City of Franklin owned parcels of 6.74 acres and 17.04 acres respectively (just under 24 acres total) adjacent to a conservation area and school. The site is zoned P-1 Park District, and proposed amenities are all within the setback and other dimensional requirements of the zoning.

The park currently contains several amenities: two tennis courts, a baseball diamond with outfield, a playground, an open-space "multipurpose field" and a four-season pavilion. There is a parking lot with 45 spaces to serve these amenities, and a paved trail which connects to the conservation area to

the east and to the stub of Marquette Avenue to the north. There are also informal trails on the north end of the property which connect to the school, and the area is popular as a cross-country running practice area.

The park includes a stormwater detention pond to serve the parking lot, trails and other improvements. The conceptual site plan does not include detailed stormwater calculations, which would be required for future development, but the consultants estimate that the proposed additions would be within the capacity of the pond. There are two stormwater easements connecting to this pond, on either side of the existing tennis courts. The northern part of the park slopes to a degree that it would make adding amenities there difficult. No impacts to natural resources are proposed.

The new conceptual site plan proposes the addition of eight (8) pickleball courts as a major new feature, based on feedback from the community requesting a number of courts which could accommodate league play and rotating pick-up games. The pickleball courts would be placed in part of the existing multipurpose field and to the south of the tennis courts, so as to avoid easements.

The two existing tennis courts would remain. A sand volleyball court is also proposed to be installed to the north of the pavilion, and a future trail connection to the north is included in the plan. Other amenities to be added include picnic tables and landscaping.

While it is not depicted, an ice rink could be constructed seasonally on either the multipurpose field or the open space east of the pavilion. Previous versions of the site plan included a basketball court, but public input indicated that this was not desired, and so it is omitted from this concept.

All amenities are laid out so as to preserve the “pleasant” view from the pavilion to the east.

Planning staff reviewed the proposed concept and notes that the existing parking lot which is 45 spaces with two (2) ADA spaces does not provide adequate parking for the desired amenities, although an overflow parking area was included. Table 15-5.0203 details parking requirements for various uses.

Amenity	Quantity or area	Required parking spaces	Per standards	Parking need
Pavilion (occupants)	50	1	Per 3 occupants	17
Tennis Courts	2	2	Per court	4
Volleyball Court	1	4	Per court	4
Multiuse Field	21,600	1	Per 4,000 sf of area	5
Baseball out and infield*	104,000	1	Per 4,000 sf of area*	26
<i>*UDO does not have and applicable parking standard, so the playfield standard was used</i>				
Pickleball courts	8	2	Per court	16
Skating rink	Seasonal	1	Per 1,000 sf of rink area	
ADA requirements	<i>For 51-75 total spaces, 3 ADA spaces required For 76-100, 4 are required</i>			
			Total Need	72
			ADA Required	2

Existing amenities would require 56 spaces. The conceptual plan includes the addition of 28 parking spaces for a total of 73.

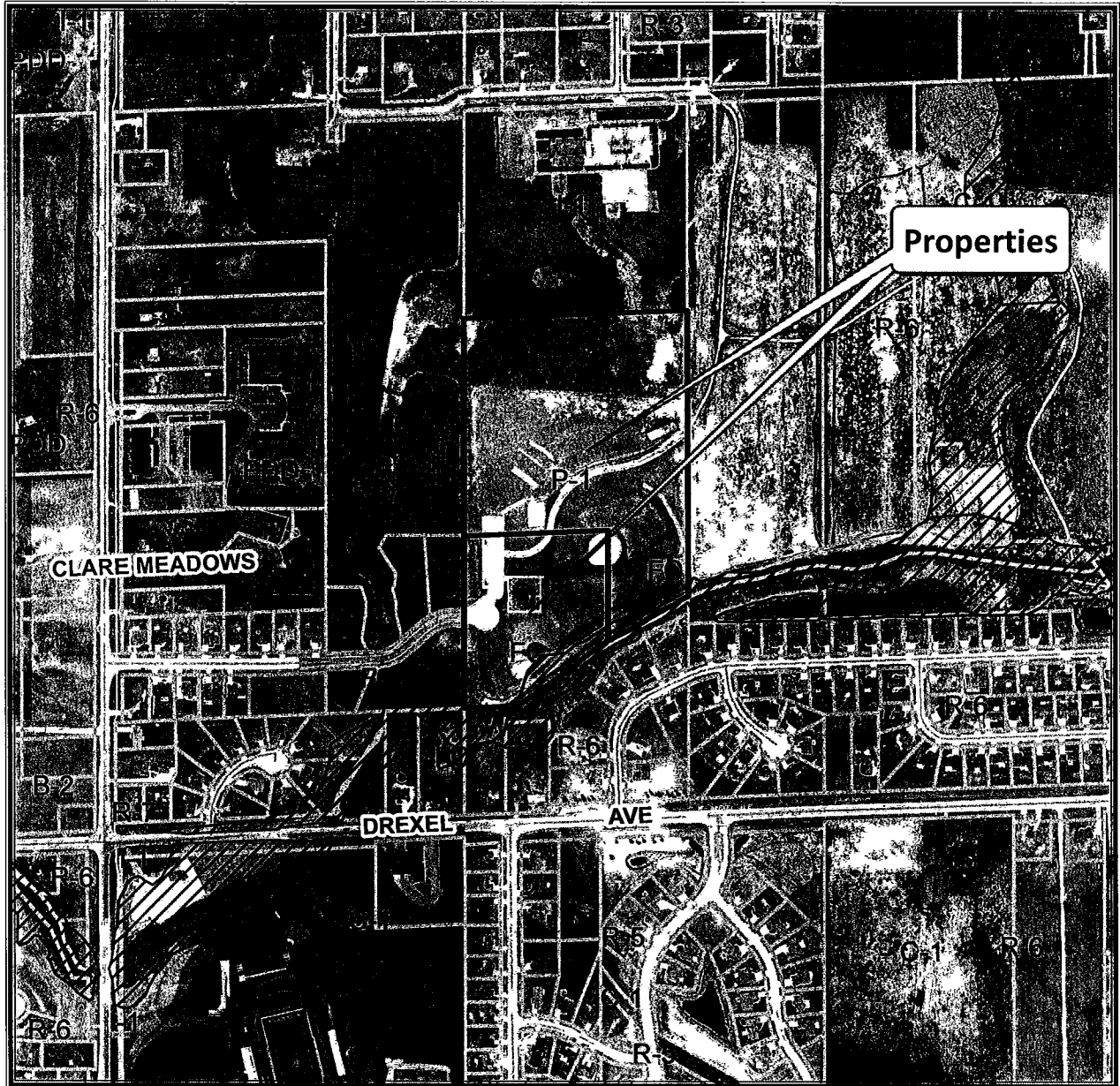
CONCLUSION:

Final approval of funding and thus amenities for Pleasant View Park lies with the Common Council, therefore this item is presented for review and recommendation of the Plan Commission.

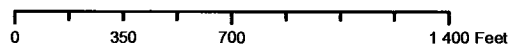


TKN: 788 9999 002

TKN: 788 9999 003



Planning Department
(414) 425-4024



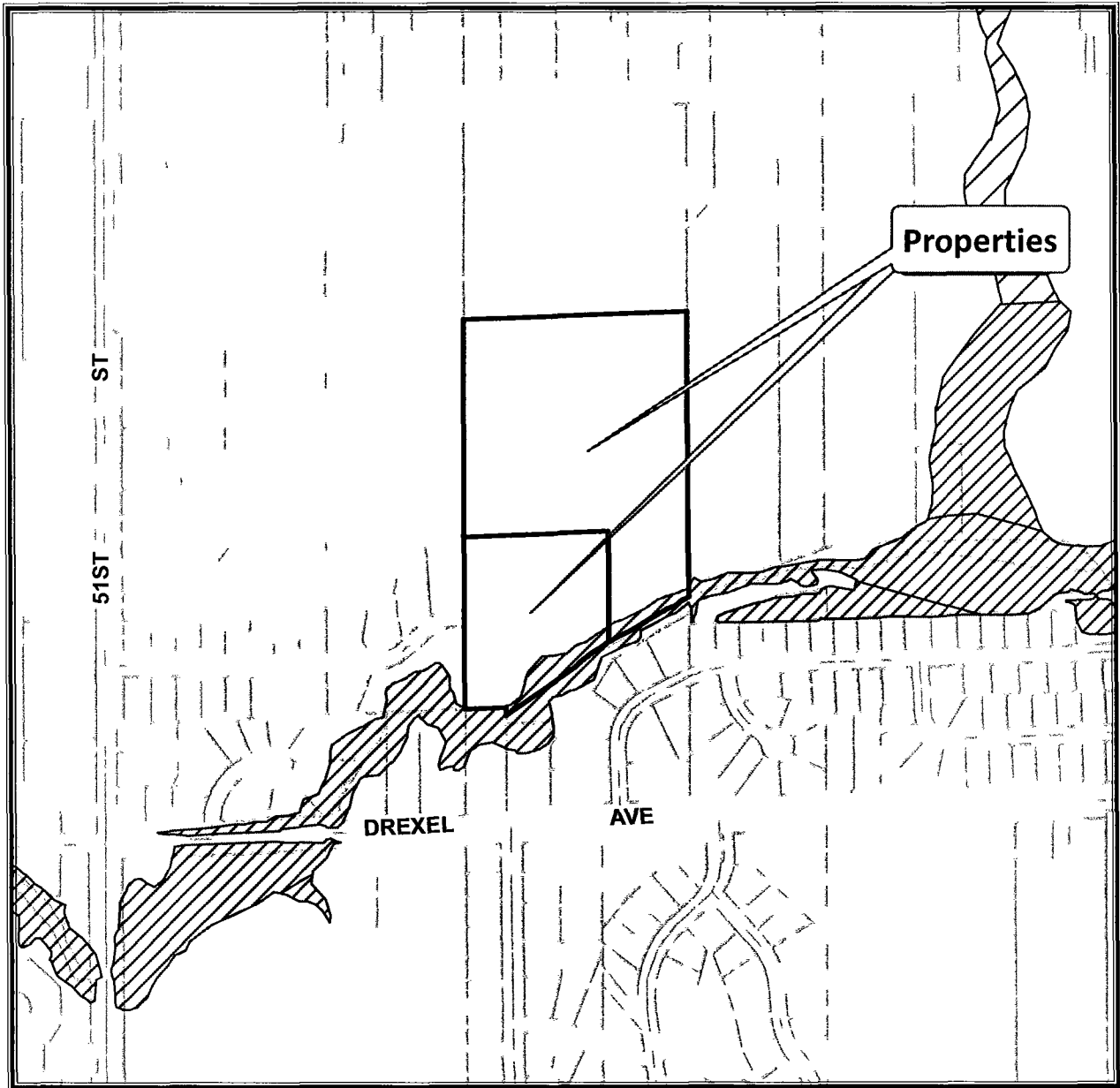
2017 Aerial Photo

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

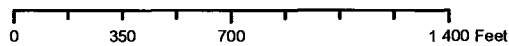


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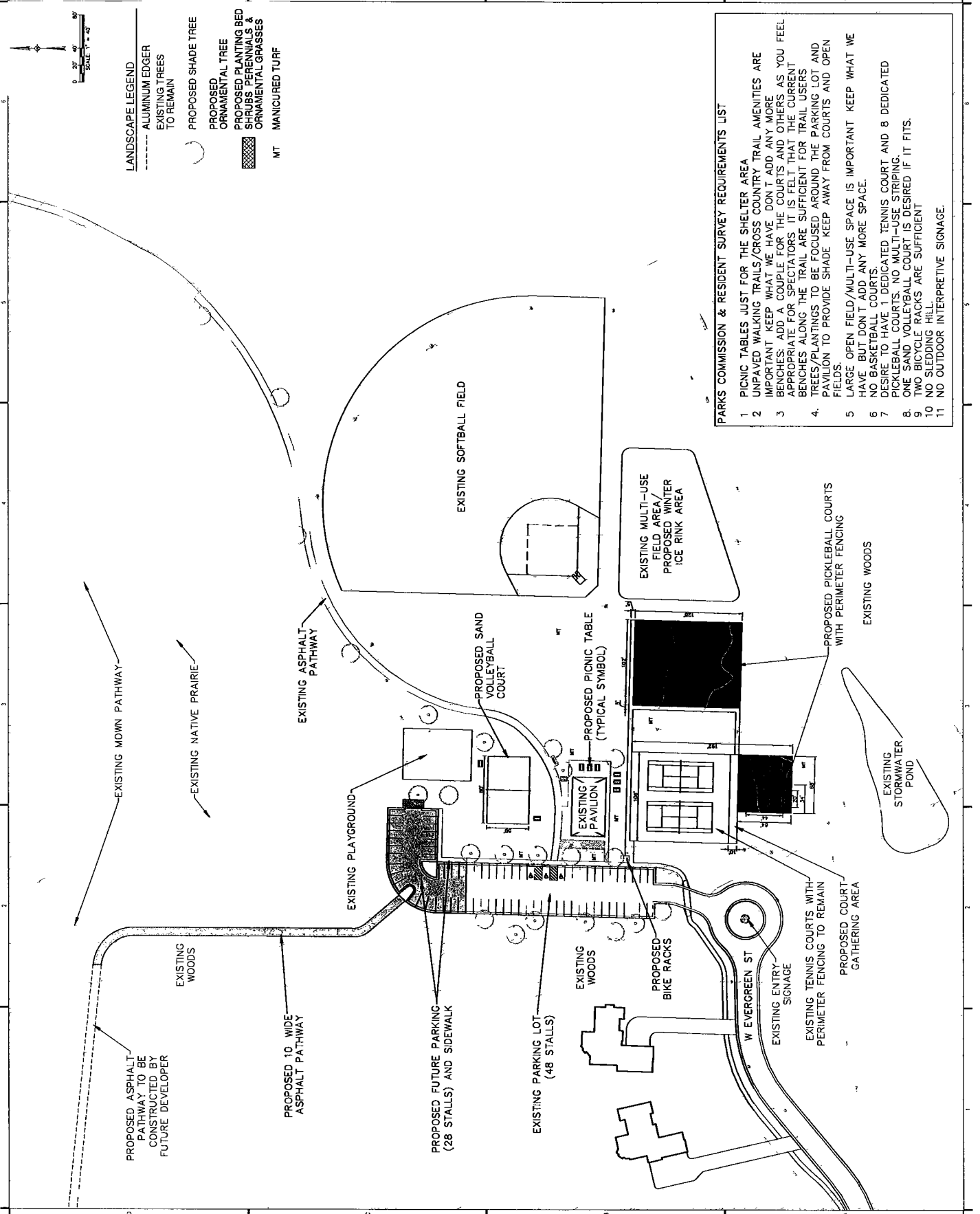
Planning Department
(414) 425-4024



2017 Aerial Photo

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

EXHIBIT A



- LANDSCAPE LEGEND**
- ALUMINUM EDGER
 - EXISTING TREES TO REMAIN
 - PROPOSED SHADE TREE
 - PROPOSED ORNAMENTAL TREE
 - ▨ PROPOSED PLANTING BED
 - ▨ SHRUBS, PERENNIALS & ORNAMENTAL GRASSES
 - MT MANICURED TURF

- PARKS COMMISSION & RESIDENT SURVEY REQUIREMENTS LIST**
- 1 PICNIC TABLES JUST FOR THE SHELTER AREA
 - 2 UNPAVED WALKING TRAILS/CROSS COUNTRY TRAIL AMENITIES ARE IMPORTANT KEEP WHAT WE HAVE DON'T ADD ANY MORE
 - 3 BENCHES: ADD A COUPLE FOR THE COURTS AND OTHERS AS YOU FEEL APPROPRIATE FOR SPECTATORS IT IS FELT THAT THE CURRENT TREES/PLANTINGS ALONG THE TRAIL ARE SUFFICIENT FOR TRAIL USERS
 - 4 PAVILION TO PROVIDE SHADE KEEP AWAY FROM COURTS AND OPEN FIELDS.
 - 5 LARGE OPEN FIELD/MULTI-USE SPACE IS IMPORTANT KEEP WHAT WE HAVE BUT DON'T ADD ANY MORE SPACE.
 - 6 NO BASKETBALL COURTS.
 - 7 DESIRE TO HAVE 1 DEDICATED TENNIS COURT AND 8 DEDICATED PICKLEBALL COURTS. NO MULTI-USE STRIPING.
 - 8 ONE SAND VOLLEYBALL COURT IS DESIRED IF IT FITS.
 - 9 TWO BICYCLE RACKS ARE SUFFICIENT
 - 10 NO SLEDDING HILL.
 - 11 NO OUTDOOR INTERPRETIVE SIGNAGE.

EXHIBIT A

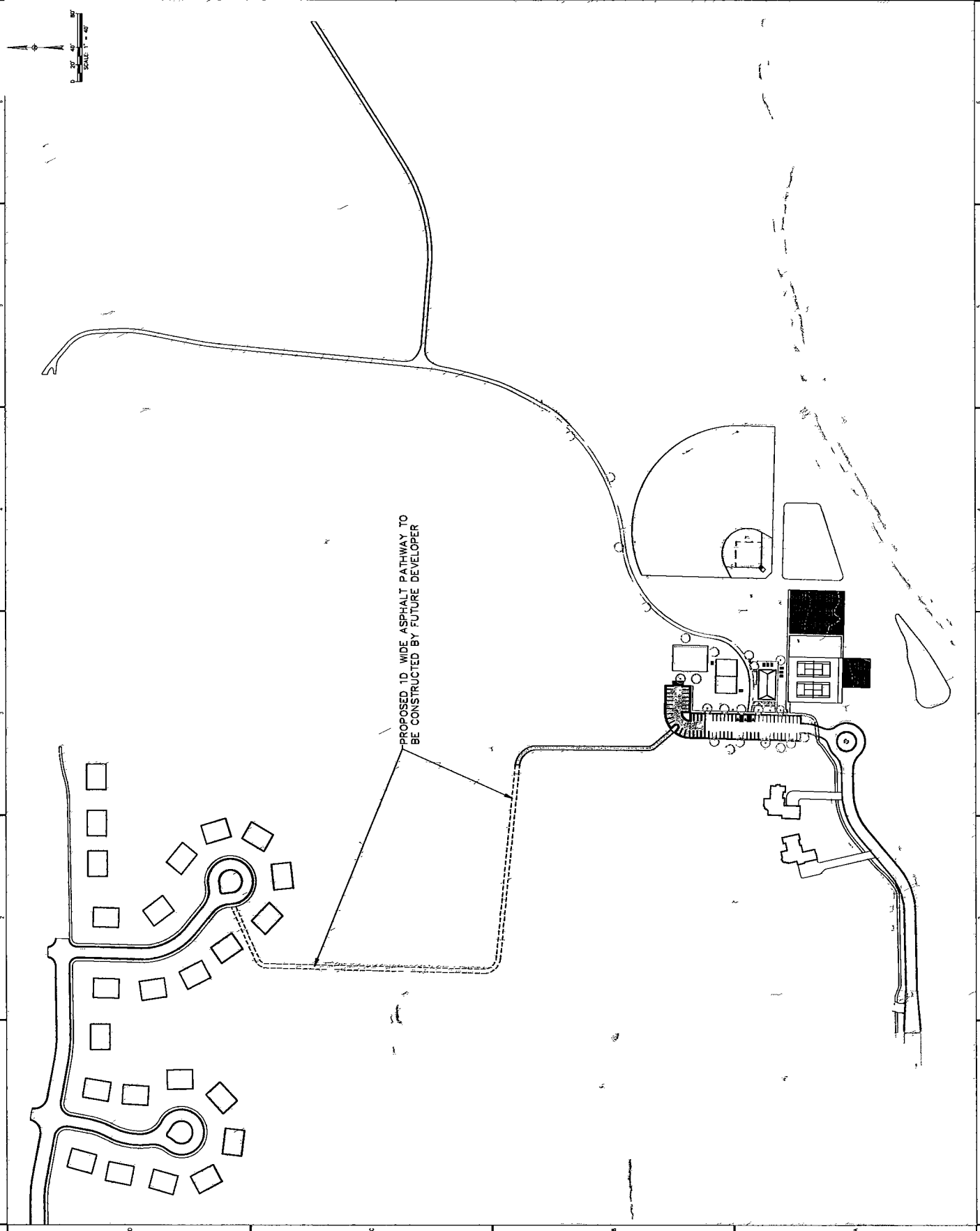


EXHIBIT B

**City of Franklin
Department of City Development**

Date: July 13, 2020
To: City of Franklin Parks Commission
From: Department of City Development – Assistant Planner Ecks
RE: Pleasant View Park Site Plan – Public Input Survey Results

At the June 8, 2020 meeting of the Parks Commission, staff provided results from the Pleasant View Park Site Plan Update Public Input Survey.

The consulting team from Graef has requested that the Commission direct them as to which amenities from those under discussion should be prioritized for inclusion in a proposed draft site plan update. Key results from the survey are:

Participants

- The majority (58%) consider Pleasant View Park to be their neighborhood park. 51% live less than 0.5 miles away, or about a ten-minute walk. 89% of respondents live in Franklin.
- 43% of respondents get to the park by walking, and 40% get there by driving.

Preference Results

- Respondents were divided nearly evenly (52% yes, 48% no) on whether pickleball courts and volleyball courts were desired.
- Respondents were more supportive of basketball courts (57% yes, 43% no) and baseball fields (62% yes, 38% no) as amenities in the park.

Park Amenities from most to least desired:

Rank	Amenity
1	Picnic Tables
2	Unpaved Walking Trails
3	Benches
4	Trees / Plantings
5	Large Open Field / Multi-use Space
6	Baseball Field(s)
7	Basketball Court(s)
8	Pickleball Court(s)
9	Volleyball Court(s)
10	Bike Racks
11	Sledding Hill
12	Cross-Country Running Trail Amenities
13	Outdoor Interpretive Signs

- Respondents were very supportive of smaller improvements such as picnic tables, benches, and additional trees. Interpretive signage was not as popular.
- A majority (roughly 60%) thought that there should be unpaved walking trails, but that group split over whether they should only be in scenic locations, or throughout the park. People were also divided over support for cross-country running trails, with many expressing “no preference.”
- Half of respondents thought there should be bike racks in the parking lot. 22% thought they should also be along the paved trail.
- 46% would like a sledding hill. 60% would like a multi-purpose field.

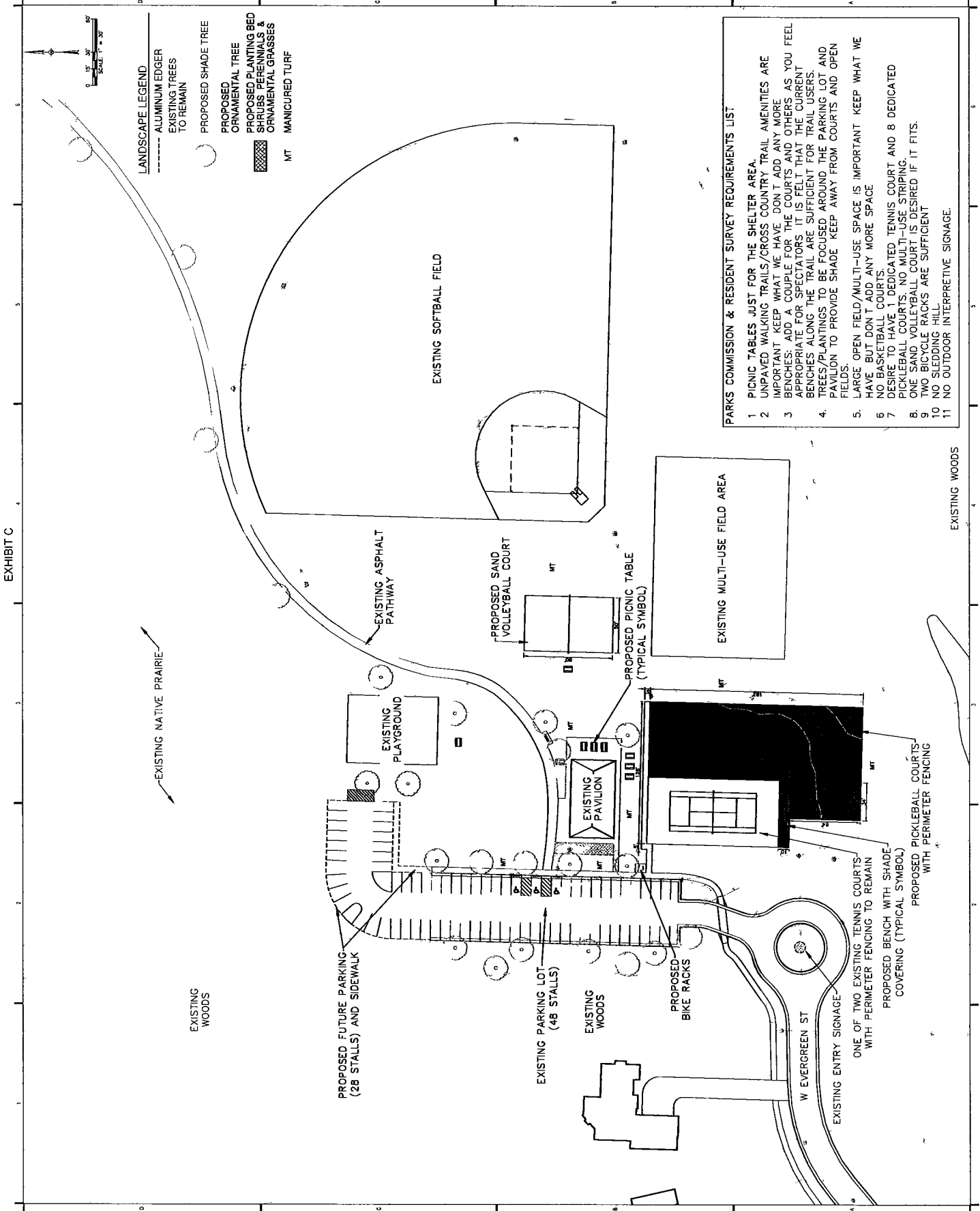
EXHIBIT B

- When asked to rank the amenities under consideration, the most desired was picnic tables.

Staff has not had time to analyze the nearly 400 open-ended responses

MX

PROJECT STATUS



- LANDSCAPE LEGEND**
- ALUMINUM EDGER TO REMAIN
 - PROPOSED SHADE TREE
 - PROPOSED ORNAMENTAL TREE
 - ▨ PROPOSED PLANTING BED (SHRUBS, PERENNIALS & ORNAMENTAL GRASSES)
 - MT MANICURED TURF

- PARKS COMMISSION & RESIDENT SURVEY REQUIREMENTS LIST**
1. PICNIC TABLES JUST FOR THE SHELTER AREA.
 2. UNPAVED WALKING TRAILS/CROSS COUNTRY TRAIL AMENITIES ARE IMPORTANT KEEP WHAT WE HAVE DON'T ADD ANY MORE
 3. BENCHES: ADD A COUPLE FOR THE COURTS AND OTHERS AS YOU FEEL APPROPRIATE FOR SPECTATORS. IT IS FELT THAT THE CURRENT BENCHES ALONG THE TRAIL ARE SUFFICIENT FOR TRAIL USERS.
 4. TREES/PLANTINGS TO BE FOCUSED AROUND THE PARKING LOT AND PAVILION TO PROVIDE SHADE. KEEP AWAY FROM COURTS AND OPEN FIELDS.
 5. LARGE OPEN FIELD/MULTI-USE SPACE IS IMPORTANT KEEP WHAT WE HAVE BUT DON'T ADD ANY MORE SPACE
 6. NO BASKETBALL COURTS.
 7. DESIRE TO HAVE 1 DEDICATED TENNIS COURT AND 8 DEDICATED PICKLEBALL COURTS. NO MULTI-USE STRIPING.
 8. ONE SAND VOLLEYBALL COURT IS DESIRED IF IT FITS.
 9. TWO BICYCLE RACKS ARE SUFFICIENT
 10. NO SLIDDING HILL
 11. NO OUTDOOR INTERPRETIVE SIGNAGE.

EXHIBIT C

Marion Ecks

From: Kengo Usui <kengousui77@hotmail.com>
Sent: Tuesday, August 25, 2020 7 52 PM
To: Kristen Wilhelm, Marion Ecks, General Planning
Subject: Franklin Pleasantview tennis courts

Follow Up Flag: Follow up
Flag Status: Completed

Dear City of Franklin,

When we contacted Alderwoman Kristen Wilhelm, she told us that we should submit our comments about the City's plan to convert the two tennis courts at the Pleasantview park to pickle ball courts by tomorrow.

Franklin is one of the few cities that don't have tennis courts at the high school. As a matter of fact, there are very few tennis courts left in the neighborhood. We often need to drive to other cities (Greendale or Oak Creek) to use the tennis courts because the Pleasantview courts are taken. It would be very disappointing to see the number of tennis courts being reduced in the city. We would highly appreciate it if you could consider our feedback.

Thank you in advance for your consideration,

Kengo Usui
8220 S 47th St. Franklin
414-322-4546

Marion Ecks

From: Bill Frank <wfrank1@wi rr com>
Sent: Wednesday, August 26, 2020 1 21 PM
To: General Planning, Marion Ecks
Cc: Kristen Wilhelm
Subject: Pleasant View Park - Plans

Hello,

My name is Bill Frank. I am a resident of Franklin, and I would like to offer a few comments about the future plans for Pleasant View Park.

Specifically, I am concerned about the future of the tennis courts in the park. I understand that there is a big push for pickle ball. My main concern is that the pickle ball player's needs will be met at the expense of what the tennis players currently have, and will need going forward.

I've heard that there is a proposal being put forth to "relocate" just one tennis court, and to put pickle ball courts in where the tennis courts are now. The tennis courts we have now are used and needed, and are too new to try and relocate them, or to repurpose them exclusively for pickle ball.

- We need the two tennis courts. For example, there is a family with two girls that practices there regularly. (We affectionately refer to it as "tennis boot camp." Who knows - maybe someday they will be the next Williams Sisters! You heard it here first.) Having just one tennis court seems unacceptable, especially since we already have two.
- I don't think that there is really any such thing as "relocating" a tennis court. They will just have to build a new one, which is wasteful because we already have two tennis courts.
- What assurances do we have that a single "relocated" tennis court will ever be built? What will likely happen is that the existing two tennis courts will be replaced with pickle ball courts, and then no "relocated" tennis court will ever be built. That will leave us with no tennis courts at all in Pleasant View Park. That would be a shame, because we already have 2 nice courts. Having tennis courts was the plan from the beginning, not pickle ball.

I understand that meeting the needs of the pickle ball players in Franklin has been years in the making. However, I do not think that those needs should be met at the expense of those who currently enjoy using the tennis courts.

Bill Frank

Marion Ecks

From: Karl Freund <kgfreund2@yahoo.com>
Sent: Wednesday, August 26, 2020 3:14 PM
To: Marion Ecks
Cc: General Planning
Subject: Pickleball courts at Pleasant View Park

Marion,

I just wanted to point out the great need for more Pickleball courts in our area; specifically at Pleasant View Park. We currently have a social group of people playing at Lions Legend Park. This past Tuesday we had all four courts filled and 14 people sitting out waiting to play! This is a fairly common occurrence, so much so, that we often have to lower the points per game needed to win just to accommodate more through put of players.

I have been playing Pickleball for 3-1/2 years and each year more and more people are joining the sport. It's a great social game and brings together good people of all ages!

Rest assured that if we can get these 8 courts built, the people will surely be there to fill them.

Please stop by on any Tuesday or Thursday to Lions Park and witness for yourself the large gathering of people.

By the way, before Covid-19 we were all signed up through the rec department and were playing on Monday's, Tuesday's, Thursday's and Saturday's. Wednesday's, Friday's and Sunday were used for social Pickup for those that still can't get enough Pickleball. We have about 50 people signed up to the WhatsApp app for people to use for those 'impromptu' let's -get-together-to-play days; and it's never a problem getting people together!!

Please allow these 8 courts to be built so that we can accommodate more people's growing interest in the game and continue to meet more of our Franklin neighbors!!

Karl Freund

Sent from my iPhone

Marion Ecks

From: Susan Lance <momjigga@hotmail.com>
Sent: Thursday, August 27, 2020 9:03 AM
To: Marion Ecks, generalplanning@franklin.gov
Cc: Sam Crisci, Susan Lance
Subject: Planning meeting - Pickleball courts

To Marian and the planning committee

With regards to the building of 8 permanent Pickleball courts at Pleasant View park:

I am in support of the building of the additional courts

As you know, today, there are 4 permanent courts at Lions Legend II. This is now the 3rd year that they have been in place. (Thank you Parks department!).

There has been a Pickleball program thru the recreation department since the inception. The numbers of players has grown annually and there is continued interest from the community in the sport. The number of players have now outgrown the use of only 4 courts

Pickleball play is unlike other sports in that the players like to congregate together in one location. The players rotate in to the games after winning or losing in a particular fashion. This allows them to play with many different players in one session. There is also a very big social aspect to the playing Pickleball

The sport is popular with all age levels, but particularly with the senior population.

Unfortunately due to Covid the program had to be cancelled this summer. However there are still high numbers of players that meet regularly on M-W-F mornings and T-Th evenings.

The building of the 8 new pickleball courts should meet the needs of the community with its continued growth in numbers.

It is my hope that you vote to approve the building of these 8 new Pickleball courts.

Sue Lance
3721 W Glenwood Dr
Franklin WI 53132
414-708-2532
Sent from my iPhone

8/26/2020

Ms. Maron Ecks
Assistant Planner
City of Franklin
Franklin, WI 53132

RE: New Pickleball Courts at Pleasant View Park

Dear Ms. Ecks,

In the past three years, I have personally witnessed noteworthy pickleball interest in Franklin. I can say with confidence that I unofficially represent over 50 residents that are strongly in favor of a new facility. The proposed courts, that have been recommended by the Parks Commission, will have a significant return on investment and will reflect Franklin's commitment to outdoor activities.

As a long time Franklin resident and avid pickleball player myself, please take the below comments into consideration towards the addition of pickleball courts at Pleasant View Park.

Pickleball has been cited in many articles as the fastest growing sport in America. Benefits of the sport include:

- **The sport does not discriminate age!** – I have personally played with people from teenage years through 80 years of age.
- **Health benefits** – The sport provides good aerobic exercise, muscle strengthening, stress reduction, mental health benefits, etc.
- **Lost cost of entry and participation** – It only requires a paddle and balls.
- **It's fun** – People play because they enjoy it. It's also very social. The health benefits are the bonus.

Specifically regarding court design, please consider the following:

- **Number of Courts** – Eight (8) courts would be optimal for long term service and usage. That allows players at different skill levels to use the facilities concurrently and to keep up with the growing demand. Keep in mind that one tennis courts provides the value of 4 pickleball courts.
- **Total Playing Surface Dimensions** – Design standards recommend overall court size to be 34'x64'. Please make this court size a priority.
- **Wind Screens** – This is an important component of court design. Pickleballs are merely modified wiffle balls and are affected greatly by wind. Screens diminish wind penetration on the court and allow for more stable play.
- **Lighting** – This was not discussed at the Parks Commission meetings that I attended. I understand that it can be a controversial issue. However, lower placed LED lights with shielding are not equivalent to the Rock Sports Complex. Lights will be very helpful, especially on the shoulder seasons (i.e. – Spring and Fall) when daylight diminishes. Adding an hour of play from 6 PM to 7 PM for example, is of great value. I would personally support lights being turned off

at a specified time daily (i.e. – 9 PM) out of respect for the community. Lighting only applies to the playing season and there will be off months.

- **Seating Next to the Courts** – The consultant renderings included permanent seating with sun shades. This would really be nice amenity. However, if money is an issue, it can be deferred.

In brief summary, we don't expect an opportunity for something of this caliber to happen often. Thus, we feel it is important to act now. Pleasant View Park has the layout and capacity to include this amenity. I can almost guarantee it will be used, appreciated, and serve as a recreational "jewel" of the City of Franklin for years to come.

Also, provided separately, is a facility comparison that I compiled for discussion if desired.

Thank you for your time.

Most Sincerely,

Todd Niedermeyer

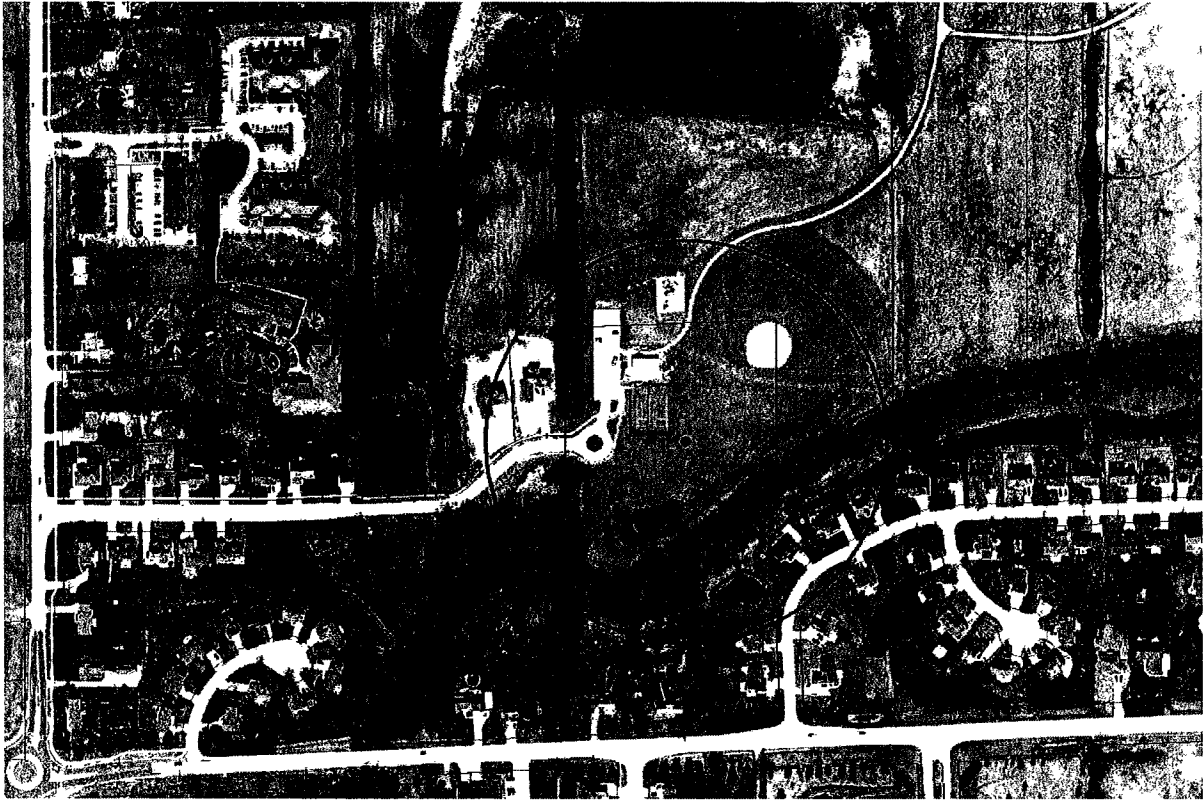
Local Pickleball Facility Comparison

Lions Legend Park – Existing location in Franklin



- Four courts – Deteriorating court conditions. Converted tennis court.
- Minimal impact to adjacent residential community
- Wind Screens -Partial
- Lighting - None
- Demand exceeds capacity

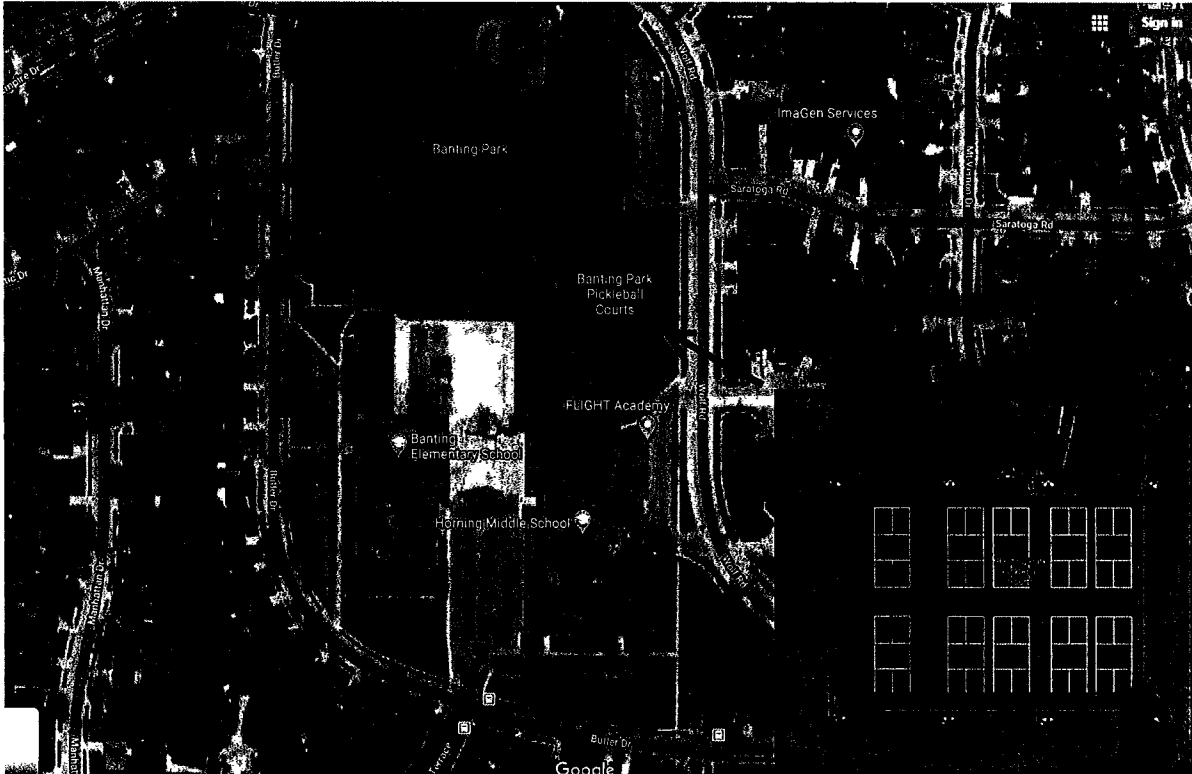
Pleasant View Park - Proposed Location in Franklin



- Eight courts – Proposed
- Minimal impact to adjacent residential community – Very similar to Lions Legend Park
- Wind Screens – To be determined
- Lighting – To be determined
- Expected to meet demand

Other Community Examples

Banting Park, Waukesha - Located at Horning Middle School



- Ten courts – eight courts permanent and one tennis court with two pickleball court lines
- Courts are much closer to residential homes – 150' to closest home
- Wind Screens – Fully screened
- Lighting – Yes
- Running at fully capacity on evening of site visit (8/25/2020)

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE September 15, 2020
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AMENDMENT NO. 1 TO AN AGREEMENT WITH GRAEF-USA, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PLEASANT VIEW PARK MASTER PLAN UPDATE, IN THE AMOUNT OF \$123,590.00	ITEM NO. <i>G.9.</i>

BACKGROUND

On March 3, 2020, Common Council moved to adopt Resolution No. 2020-7602, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH GRAEF-USA, INC. FOR PROFESSIONAL, ARCHITECTURAL, AND ENGINEERING SERVICES FOR THE PLEASANT VIEW PARK MASTER PLAN UPDATE, IN THE AMOUNT OF \$19,900.00.

That work has been completed and the results of that work are elsewhere on this agenda.

ANALYSIS

Final Design and Bidding documents are a lump sum fee of \$63,590.00 and Contract Administration and construction observation are hourly reimbursable fee of \$60,000.

Staff has reviewed the hourly spreadsheet and the fees reflect the requested effort.

OPTIONS

- A. Authorize GRAEF to proceed with the design of the Pleasant View Park improvements.
- Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

This initiative is included in the 2020 Capital Improvement Budget, in the amount of \$150,000, with the actual cost expected to be \$123,590. Neighborhood Parks are eligible for 47% reimbursement (\$58,087) from the Park Impact Fees. And, the match of \$65,503 will be funded from landfill siting fees.

RECOMMENDATION

(Option A) Resolution 2020-____ a resolution to execute an Amendment No. 1 to an agreement with GRAEF-USA, Inc. for professional architectural and engineering services for the Pleasant View Park Master Plan Update, in the amount of \$123,590.00

Engineering Department: GEM

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2020-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AMENDMENT NO. 1 TO AN AGREEMENT WITH GRAEF-USA, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PLEASANT VIEW PARK MASTER PLAN UPDATE, IN THE AMOUNT OF \$123,590.00

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

WHEREAS, the City commissioned a Pleasant View Park Master Plan Update from Graef-USA Inc. on March 3, 2020; and

WHEREAS, the Parks Commission and the Plan Commission have considered and approved the final plan.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that an amendment to the Agreement with Graef-USA Inc. for Professional Architectural and Engineering Services for the Pleasant View Park Master Plan Update for professional fees of \$123,590, in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



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

collaborāte / formulāte / innovāte

September 8, 2020

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

SUBJECT Pleasant View Park Amendment
Final Design, Bidding Documents, Contract Administration and Construction
Observation

Dear Mr. Morrow:

We are very pleased to provide you with this proposal to amend our professional services. When accepted, this proposal will amend our Agreement dated February 25, 2020.

This proposal is for final design, bidding documents, contract administration and construction observation for improvements at Pleasant View Park (Project). This proposal is subject to Terms and Conditions, which were attached to our original proposal.

It is our understanding that the nature of the Project is to perform final design and prepare bidding documents, contract administration and construction observation for the improvements at Pleasant View Park based on the August 10, 2020 concept plan

For this Project, GRAEF proposed to provide the following additional **Basic Services for Final Design and Bidding Documents:**

- Perform topographic survey of the area of proposed improvements only.
- Coordinate with MMSD regarding the proposed improvements.
- Modify model to reflect additional impervious areas.
- Modify outlet structure to pond.
- Revise stormwater exhibits.
- Discuss with MMSD, City and WDNR, as needed
- Revise the stormwater management plan.
- Perform wetland delineation and permitting.
- Prepare WRAPP.
- Prepare detailed site plan with 6 pickle ball courts, one volleyball court, 28 additional parking stalls, approximately 400-foot pathway to the northwest to a future development, sidewalks around the pickle ball courts, and one designated ice rink area.
- Prepare a planting plan, detailed plant schedule, and planting details for areas primarily around the Pavilion building. Native plants and/or improved cultivars shall be considered for shade trees, shrubs, ornamental grasses and perennial selections. Trees shall be provided for scale and shade in appropriate areas i.e. picnic areas away from pavilion area.
- Prepare grading plan only in the area of the proposed improvements.



- Prepare erosion control plan.
- Prepare demolition plan.
- Prepare construction details.
- Prepare opinion of probable cost.
- Prepare technical specifications and the project manual.
- Prepare bid form.
- Attend 4 staff progress meetings.
- Attend 2 Parks Commission meetings.
- Attend 1 Plan Commission meeting.
- Attend 1 Common Council meeting.
- Provide 12 weekly email updates.
- Prepare 2 addenda.
- Attend the bid opening.
- Review bids received and write a recommendation of award letter.

For this Project, GRAEF proposed to provide the following additional **Basic Services for Contract Administration and Construction Observation**

- Prepare contracts.
- Perform general contract administration.
- Prepare RFIs.
- Attend preconstruction meeting.
- Provide construction staking.
- Attend 6 construction progress meetings.
- Prepare punch list
- Provide construction observation- assumes 8 weeks of inspection.
- Provide shop drawing reviews
- Review pay applications.
- Prepare change orders.

GRAEF will endeavor to perform the proposed additional Basic Services per the following schedule:

Notice to Proceed	September 16, 2020
30% Drawings	October 9, 2020
60% Drawings	November 13, 2020
Final Drawings and Project Manual	December 18, 2020
Advertisement for Bids	January 13 & 20, 2021
Open Bids	January 27, 2021
Begin Construction	April 5, 2021

GRAEF can provide the following Additional Services for additional compensation as detailed below.

- Additional meeting attendance.



collaborate / formulate / innovate

- New site utility design or modifications other than noted above.

It is our understanding that you will provide the following services, items and/or information.

- Provide timely reviews of progress drawings and project manual.
- Provide venue for meetings and invite appropriate staff and project stakeholders.

You agree to compensate GRAEF \$63,590.00 for all additional Basic Services for **final design and bidding documents** on a lump sum basis plus reimbursable direct expenses. Reimbursable direct expenses include mileage, permit fees and printing costs.

You agree to compensate GRAEF \$60,000.00 for all additional Basic Services for **contract administration and construction observation** on an hourly rate and direct expense basis. Reimbursable direct expenses include mileage, permit fees and printing costs.

You agree to compensate GRAEF for any Additional Services on an hourly rate and direct expense basis.

To accept this proposal for additional Basic Services, please sign and date and return one copy to us. Upon receipt of an executed copy, GRAEF will commence work on the additional Basic Services for the Project.

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

Sincerely,

Graef-USA Inc.

Michael N Paulos, P.E.
Principal

Accepted by
City of Franklin

(Signature)

(Name Printed)

(Title)

(Date)

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APPROVAL <i>SW</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/15/2020
REPORTS & RECOMMENDATIONS	ENVIRONMENTAL COMMISSION RECOMMENDATION TO ADD BUCKTHORN TO THE LIST OF NOXIOUS WEEDS.	ITEM NUMBER 6,10,

At the August 26, 2020 meeting of the Environmental Commission, the Commission adopted a motion to recommend that all varieties of buckthorn be added to noxious weed list. The Commission requests that their recommendation be considered by the Common Council for review/approval.

Common buckthorn "Rhamnus cathartica" is listed by the WI Department of Natural Resources as a Restricted Invasive Species. It is classified in the City of Franklin as a "Subnoxious weed" under §178-3: Public nuisances affecting health (§178-3.F(2)). Classification as a subnoxious weed means that the City may prohibit the plant from inclusion on landscape plans, however this classification does not require that landowners destroy it.

Common Council has previously considered reclassification of buckthorn as a noxious weed in 2012. At that time, several options to address the problem were proposed. The following are four potential options for controlling buckthorn that could be considered:

1. Classify buckthorn as a noxious weed. With this option, all buckthorn in the City would need to be destroyed. Alternatively, it would need to be kept cut to a height not to exceed 18 inches, and in platted subdivisions which have buildings on more than 50% of the lots, kept cut to a height not to exceed six inches. If it is not destroyed or cut, all properties containing buckthorn would be in violation of the City's public nuisance ordinance.
2. Require the removal of buckthorn within 50 to 100 feet of all property lines. With this alternative, property owners, or whoever controls or occupies the property, would be required to remove buckthorn within a 50 to 100 foot buffer from all property lines on the property, but not from the entire property.
3. Continue to classify buckthorn as a subnoxious weed. With this option, the City would not make any changes to how it regulates buckthorn.
4. Continue to classify buckthorn as a subnoxious weed, but initiate a public outreach/education effort for identifying and removing buckthorn.

In addition to the above, other land management and invasive species control options exist but would require further research by staff.

COUNCIL ACTION REQUESTED

A motion to act on the above item as the Common Council deems appropriate.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE September 15, 2020
Reports & Recommendations	RELEASE OF ESCROW DEPOSIT FOR THE PUBLIC IMPROVEMENTS AT THE FOREST VIEW APARTMENTS LOCATED AT 5833 - 5977 W. FOREST VIEW COURT	ITEM NO. <i>G.11.</i>

BACKGROUND

Pursuant to the development of the Forest View Apartments located at 5833 – 5977 W. Forest View Court (S. 60th Street north of W. Ryan Road), please be advised that Staff has reviewed the public improvements contained in the development agreement and find that all items have been completed.

ANALYSIS

Staff recommends releasing the escrow deposit of \$6,116.

OPTIONS

Approve release of escrow

FISCAL NOTE


Does not impact budgets.

RECOMMENDATION

Motion to authorize Staff to release the escrow deposit for the public improvements at the Forest View Apartments located at 5833 - 5977 W. Forest View Court.

Engineering Department: GEM

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<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 9/15/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Presentation of the Mayor's 2021 Recommended Budget</p>	<p>ITEM NUMBER <i>6.12.</i></p>

The Mayor's 2021 Recommended Budget will be presented to the Common Council on September 15, 2020. The Director of Administration will present an overview of the budget and major budget initiatives. The presentation will primarily consist of a PowerPoint presentation on the budget and review of the budget timetable through Council consideration of the budget on November 17, 2020.

In accordance with Section 13-2, "Preparation of Budget" of the City of Franklin Municipal Code, the Mayor's 2021 Recommended Budget will be submitted to the Finance Committee for its review. The Finance Committee shall review the Recommended Budget and submit its recommended changes to the Common Council at their meeting of October 6, 2020. The Finance Committee will review the Mayor's Recommended Budget at the following planned meetings:

- Tuesday, September 22, 4 p.m. - Introduction of 2021 Budget for all funds, revenues and expenditures, cost allocations, personnel head counts and additions.
- Thursday, September 24, 4 p.m. - Capital and Operating Budgets - Public Safety, Health, and Conservation and Development.
- Tuesday, September 29, 4 p.m. - Capital and Operating Budgets - Public Works, General Government and Recreation.
- Thursday, October 1, 4 p.m. -TIDs, Solid Waste, Debt Service, Total Tax Levy and Tax Rates.

Following the presentation, the Aldermen may determine or identify additional materials or information needed for the October 6, 2020 Common Council Meeting where the Council will discuss/decide regarding the Finance Committee's recommendations and initial changes to the budget.

A copy of the Mayor's 2021 Recommended Budget document will be provided at the September 15, 2020 Council meeting.

COUNCIL ACTION REQUESTED

Motion to forward the Mayor's 2021 Recommended Budget to the Finance Committee for its review and submission of its recommended changes to the Common Council at their meeting of October 6, 2020 and to further provide other direction to staff, as appropriate, relative to additional materials or information needed for the October 6, 2020 Common Council Meeting budget discussions.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE SEPT 15, 2020
Reports & Recommendations	PROPOSAL BY SHELLY TESSMER TO DEVELOP A DOG PARK ON PROPERTY LOCATED IMMEDIATELY WEST OF 6855 SOUTH 27TH STREET (TAX KEY NO. 738-9974-005). THE COMMON COUNCIL MAY ENTER CLOSED SESSION PURSUANT TO WIS. STAT. § 19.85(1)(E), FOR MARKET COMPETITION AND BARGAINING REASONS, TO CONSIDER THE POTENTIAL ACQUISITION OF PROPERTY TO BE USED FOR PUBLIC DOG PARK PURPOSES IN THE CITY, AND TO REENTER OPEN SESSION AT THE SAME PLACE THEREAFTER TO ACT ON SUCH MATTERS DISCUSSED THEREIN AS IT DEEMS APPROPRIATE.	ITEM NO. <i>G.13.</i>

BACKGROUND

For sometime residents have expressed a desire for a dog exercise park but a location, land purchase, fencing costs, etc. for its creation have impeded the ability to provide dog-lovers the opportunity enjoyed by many other communities.

Ms. Shelley Tessmer is a District 3, Franklin business owner. She has reached out to city Staff and the aldermanic district representative. The Park Commission aldermanic representative has also been informed of this request. This item was on the September 14th, 2020 Parks Commission agenda for review. This Council item has been forwarded at the request of the Alderman of the District; staff will advise Council of the Parks Commission recommendation verbally.

Initial contacts have been made with the property owner(s) with favorable results but the next phases would require discussions and the entering into agreements, which is beyond one citizens' ability and would require some park funding and Council action.

CONSIDERATIONS

Site identification/location - The suggested location is north of the Rawson Avenue and 27th Street intersection. Taxkey: 738 9974 005 (See attached map)

Benefits of the location - Milwaukee County park program uses a minimum 10-acre standard of dedicated space for a dog exercise area. This is in part due to popularity and to avoid overuse with the ability to block off some area if site restoration is needed without closing the park. This site meets and slightly exceeds the minimum at 11.45 acres.

The area has very limited residential homes nearby. This makes it ideal in the quest to avoid residential noise disturbance from active dogs.

Land Utilization and proposed easement - According to initial research and previous plans for this parcel, the land is a previous Superfund site that has been remediated and cleared for sale. Additional clarifications and research is available via the EPA. The property is currently for sale but due to its constraints, has been on the market for sometime. The owner's agent has in interest in working with the City to consider leasing it for a dog exercise area. A lease may meet the requirements to allow some use of park impact fees to ready the site with minimal effort. A lease and use of impact fees will require further review.

Disturbance of natural areas - The site use would not impact any areas of natural resources. The site consists of graded upland and appears to have good drainage, making the site easier to maintain. It also makes use of a reclaimed contaminated parcel that has development limitations.

Access - The site has several access points. The access locations will determine parking and gate opening locations. The ideal access would be at or near the *previous* Gander Mountain parking lot. This large parking lot is under utilized at this point and its use would be a significant cost savings to the city.

Construction and Amenities - The site is appropriately graded and already fenced. Two gate openings would need to be installed in the existing fence, confirmation on shared parking, a doggie cleanup station, and trashcans are items that could ready this site with minimal cost and effort.

Methods for maintenance - The City could collect fees for the dog exercise area operations and maintenance costs. The Environmental and Parks Commission had previously discussed the need for revitalizing the "Friends of Franklin Parks Group", which could assist with many park needs including attracting volunteers to offset costs.

Timetable -The interest is strong and the opportunity is before us now.

Additional information: A link to documents that went before the City of Wauwatosa for approval in 2012. They are under item 1 on this on the agenda:

<http://wauwatosacitywi.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=1046&Inline=True>

REQUEST FOR RECOMMENATION

The Parks Commission is well positioned to assist residents with gaining a dog park. As a recommending body to the City Council; Ms. Tessmer, Alderwomen's Wilhelm and Hanneman request the Commissions' favorable support for a recommendation to the Council for legal assistance and possible funding for dog park items that may be needed should the land use conditions be acceptable to the owners and the City.

SUGGESTED MOTION

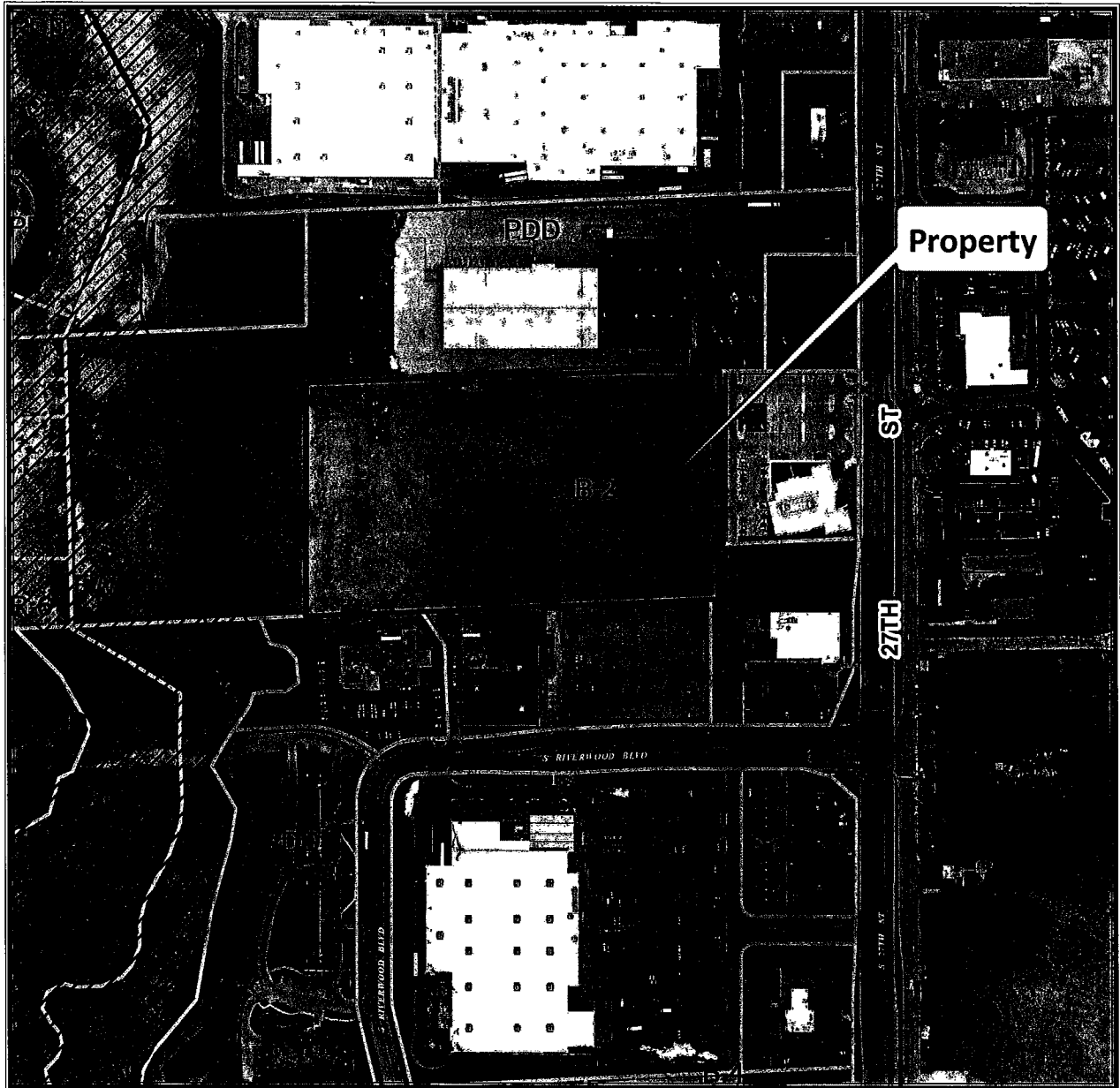
A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential acquisition of property to be used for public dog park purposes in the City, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate;

or,

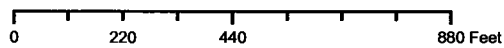
such motion as the Common Council deems appropriate.



TKN: 738 9974 005



Planning Department
(414) 425-4024

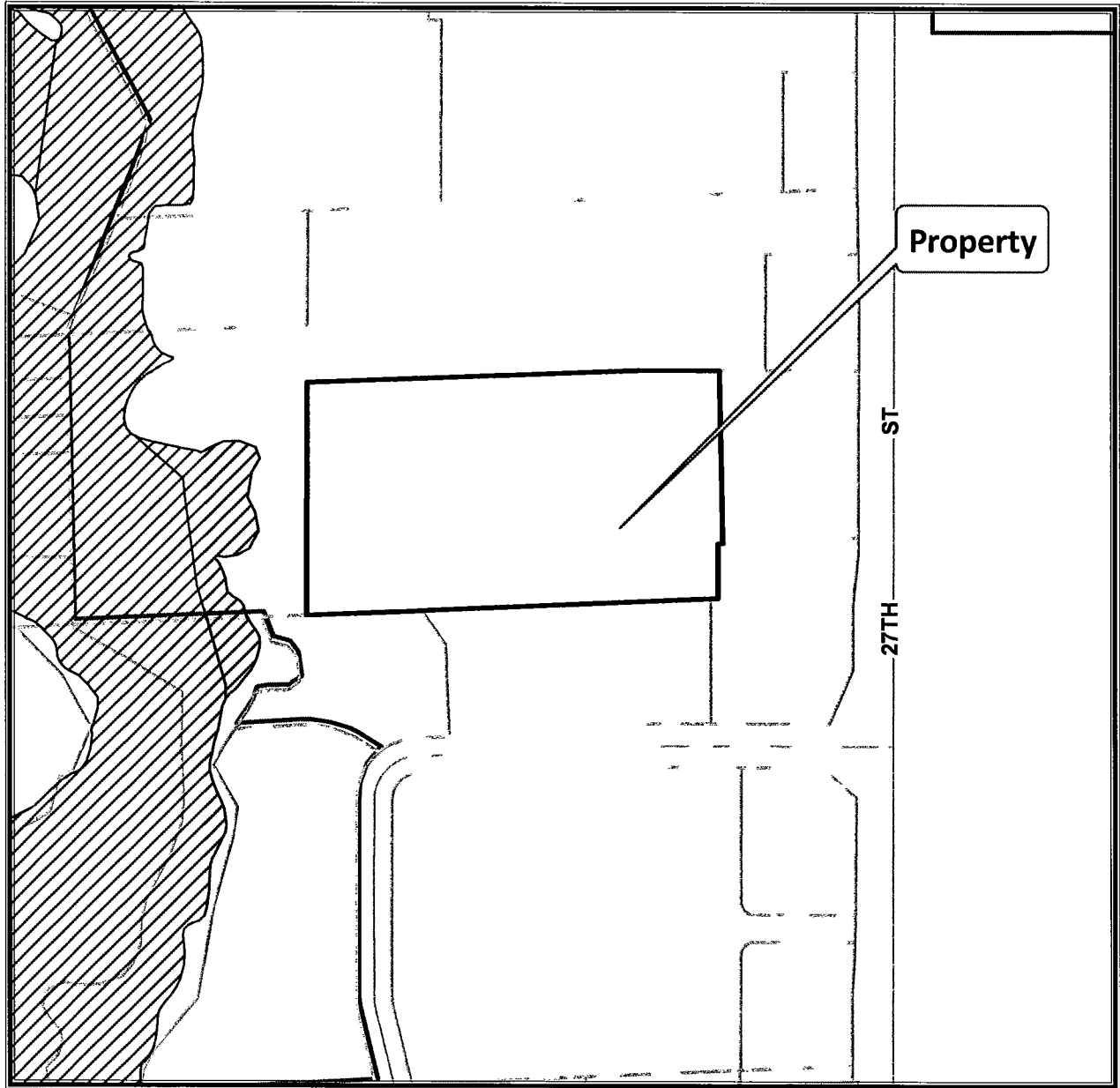


2017 Aerial Photo

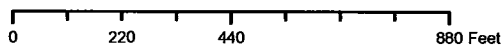
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering, or surveying purposes.



TKN: 738 9974 005



Planning Department
(414) 425-4024



2017 Aerial Photo

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

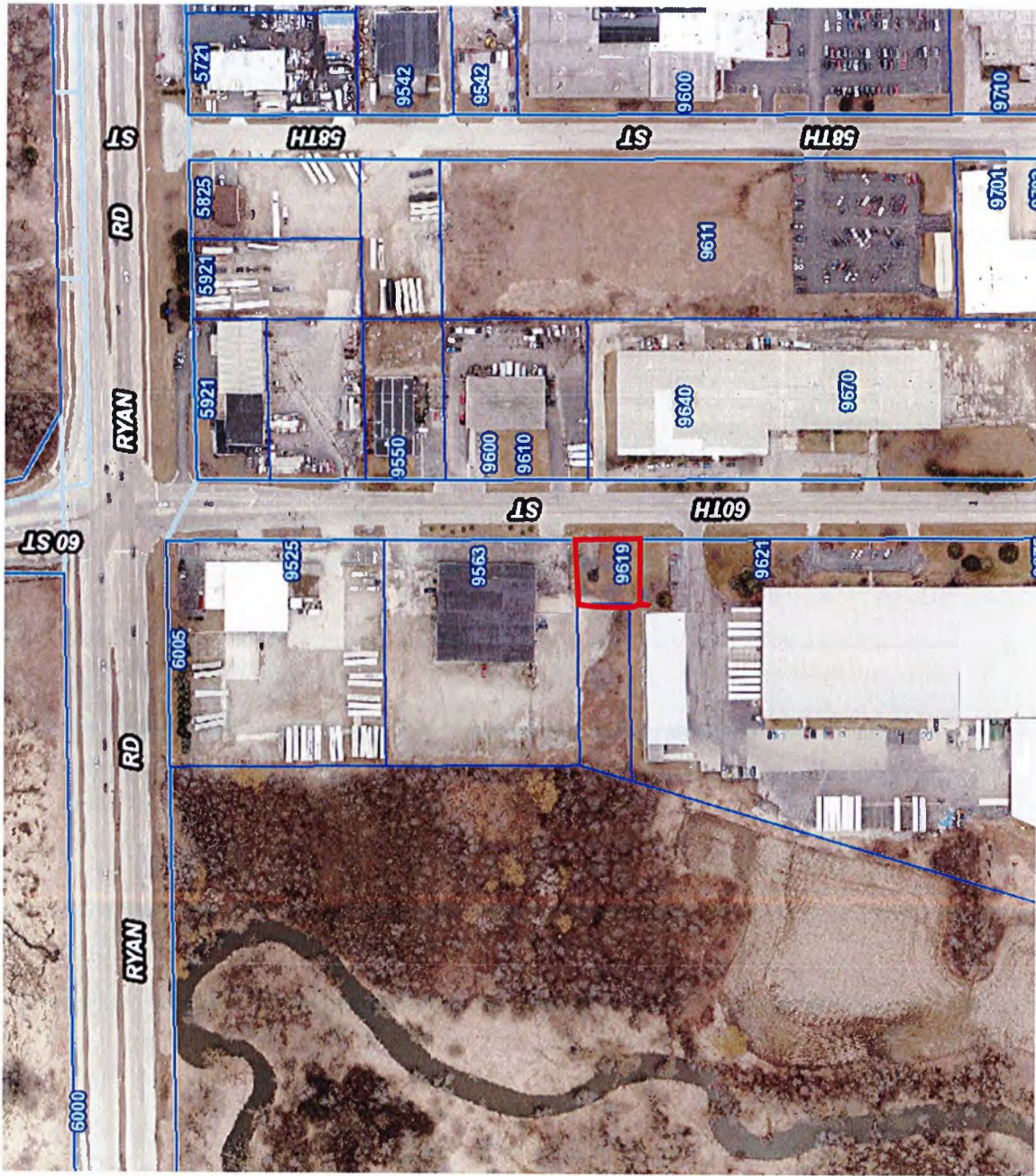
APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 15, 2020
REPORTS AND RECOMMENDATIONS	<p>Potential sale of property owned by the City of Franklin at 9619 South 60th Street, Franklin, Wisconsin, bearing Tax Key No. 898-9997-011; such property previously having been a public water well site use.</p> <p>The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential sale of property owned by the City of Franklin at 9619 South 60th Street, Franklin, Wisconsin, bearing Tax Key No. 898-9997-011; such property previously having been a public water well site use, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER <i>G.14.</i>

Attached hereto is an aerial view map of the subject .23 acre property.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential sale of property owned by the City of Franklin at 9619 South 60th Street, Franklin, Wisconsin, bearing Tax Key No. 898-9997-011; such property previously having been a public water well site use, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Engineering Department: GEM; Legal Services Dept.: jw



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/15/2020
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of September 15, 2020.

COUNCIL ACTION REQUESTED



414-425-7500

License Committee

Agenda*

Aldermen's Room

September 15, 2020 - 5:55 p.m.

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 6:00 p.m.	Rock Sports Complex – The Hills Has Eyes Person in Charge: Scot Johnson Location: 7044 S. Ballpark Dr. Date of Event: 10/09/2020 through 10/31/2020 Friday and Saturday's only			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Boy Scouts of America Fee Waivers: Construction of a Tribute Date of Event: 9/13/2020 Location: Franklin Public Library			
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 <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/15/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.</i>

Attached are vouchers dated September 2, 2020 through September 10, 2020 Nos. 179635 through Nos. 179789 in the amount of \$ 3,503,748.10. Also included in this listing are EFT's Nos. 4381 through Nos. 4393, Library vouchers totaling \$ 47,244.90, Tourism vouchers totaling \$ 1,000.00 and Water Utility vouchers totaling \$ 8,801.81. Voided checks in the amount of (\$ 136.85) are separately listed.

Early release disbursements dated September 2, 2020 through September 9, 2020 in the amount of \$ 844,471.37 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated September 11, 2020 is \$ 396,440.12 previously estimated at \$ 410,000.00. Payroll deductions dated September 11, 2020 are \$ 228,596.76 previously estimated at \$ 229,000.00.

The estimated payroll for September 25, 2020 is \$ 407,000.00 with estimated deductions and matching payments of \$ 448,000.00.

Attached is a list of property tax disbursements Nos. 17914 through Nos. 17917 dated August 31, 2020 through September 10, 2020 in the amount of \$ 7,810.93. Voided checks in the amount of (\$104.00) are separately listed.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of September 10, 2020 in the amount of \$ 3,503,748.12 and
- Payroll dated September 11, 2020 in the amount of \$ 396,440.12 and payments of the various payroll deductions in the amount of \$ 228,599.76 plus City matching payments and
- Estimated payroll dated September 25, 2020 in the amount of \$ 407,000.00 and payments of the various payroll deductions in the amount of \$ 448,000.00, plus City matching payments and
- Property Tax disbursements with an ending date of September 10, 2020 in the amount of \$ 7,810.93.

ROLL CALL VOTE NEEDED