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

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, MARCH 16, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes of the Regular Common Council Meeting of March 2, 2021.
- D. Hearings.
- E. Organizational Business:
 - 1. The following are Mayoral appointments:
 - (a) Balinda Kostuch, 10750 S. 92nd Street, Ald. Dist. 4, Waste Facilities Monitoring Committee.
 - (b) Sudarshan Sharma, 6845 S. 68th Street, Unit 104, Ald. Dist. 2, Waste Facilities Monitoring Committee.
 - 2. Introduction of Ms. Cari Greving, Director of Tourism for Engage Franklin.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. A Resolution Authorizing the Installation of a Fence within the 10 Foot Water Main Easement, 5 Foot Utility Easement, and 10 Foot Screening Easement Upon Lot 5 In Block 2 of Hawthorn Glen Subdivision (6072 W. Allwood Drive) (Tax Key No. 805-0021-000) (James A. and Diane L. Wittenberg, Applicants).
 - 2. A Resolution Authorizing the Installation of a Fence within the 10 Foot Drainage Easement Upon Lot 46 of Plat of Outlots 1 Thru 5 of Tumblecreek Subdivision (4108 W. Pebble Beach Court) (Tax Key No. 739-0046-001) (Richard and Pat Wallrath, Applicants).
 - 3. A Resolution Conditionally Approving a Preliminary Plat for Pleasant View Reserve Subdivision (at 7475 South 49th Street and 7501 South 49th Street) (Veridian Homes, LLC, Applicant).
 - 4. Environmental Commission Recommendation to Add Buckthorn to the List of Noxious Weeds; an Ordinance to Amend §178-3f.(2) of the Municipal Code to Include Common Buckthorn (*Rhamnus Cathartica* [L.]) and Glossy Buckthorn (*Rhamnus Frangula* [L.]) in the Definition of Noxious Weeds.
 - 5. Approval of a Job Description for the Inspections Permit Coordinator Position.
 - 6. Approval of Certification Pay for the Permit Technician and Permit Coordinator Positions.

Common Council Meeting Agenda

March 16, 2021

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7. Authorization for the Department of Public Works to Purchase Matrix Trailer-Mounted Message Sign.
8. Installation of Electric and Aeration for Ernie Lake (8000 S. Chapel Hill Drive) for a Budget of \$15,000.
9. Authorize the Release of Letter of Credit No. 0412842277 from Citizens Bank for Park Circle Condos (also Known as “The Glen at Park Circle”) Located West of S. 76th Street at 7613-7963 W. Park Circle Way as Recommended by the Engineering Department.
10. Request to Bid 2021 Local Road Program.
11. Approval of the Tentative Agreement Between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760 and Authorization to Execute a Labor Agreement Incorporating the Tentative Agreement.
12. Orville Seymer v. City of Franklin, Milwaukee County Circuit Court, Case No. 2020CV003506. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of March 16, 2021.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

March 18	Plan Commission Meeting	7:00 p.m.
April 5	Common Council Meeting	6:30 p.m.
April 6	Spring Election	7:00 a.m. to 8:00 p.m.
April 8	Plan Commission Meeting	7:00 p.m.
April 20	Common Council Meeting	6:30 p.m.
April 22	Plan Commission Meeting	7:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MARCH 2, 2021
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on March 2, 2021 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 (arrived via teleconference at 6:35 p.m.) 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. Citizen comment period was opened at 6:32 p.m. and closed at 6:36 p.m.

- MINUTES
FEBRUARY 16, 2021 C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council Meeting of February 16, 2021 as presented at this meeting. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

- ORGANIZATIONAL
BUSINESS E. Alderman Dandrea moved to confirm the Mayoral appointment of Gene Ninnemann, Weed Commissioner, for the Calendar Year 2021. Seconded by Alderwoman Wilhelm. On roll call, all voted Aye. Motion carried.

- LETTERS AND
PETITIONS F. No action was taken at this time on the letter from Shelley Tessmer regarding a proposed dog park. (See Item G. 17.)

- CONSENT AGENDA G.1. Alderman Mayer moved to approve the following Consent Agenda items:
 - (a) Approval to purchase a Zoll X-Series Cardiac Monitor/Defibrillator from Milwaukee County Office of Emergency Management (OEM) using existing State EMS grant funding.

 - (b) Adopt Resolution No. 2021-7708, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A HOLDING TANK AGREEMENT WITH SMART HOME SOLUTIONS, LLC 11311 W. MAYERS DRIVE, TAX KEY NO. 799-0026-000.

 - (c) Authorize a two-year Agreement with AT&T to provide dedicated internet and voice bundle.
Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

- PURCHASE
CARDIAC MONITOR
DEFIBRILLATOR

- RES. 2021-7708
HOLDING TANK
AGREEMENT
(11311 W. MAYERS
DR.)

- AT&T AGREEMENT

- CIVIC CELEBRATION G.2. Alderwoman Hanneman moved to allow John Bergner to execute contracts and agreements for the 2021 Franklin Civic Celebration event. Seconded by Alderman Mayer. All voted Aye; motion carried.
- COVID-19 VACCINATION SITE G.3. Alderwoman Wilhelm moved to authorize the Director of Health and Human Services to sign the contract with Milwaukee County to use the Milwaukee County Sports Complex for a COVID-19 vaccination site. Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. 2021-7709
2 LOT CSM
(FRANKLIN WYNDHAM LLC)
(7700-7780 S. LOVERS LANE RD.) G.4. Alderman Mayer moved to adopt Resolution No. 2021-7709, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8567, BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5762, CERTIFIED SURVEY MAP NO. 377, AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (Franklin-Wyndham, LLC, Applicant) (at 7700-7780 South Lovers Lane Road). Seconded by Alderman Dandrea. All voted Aye; motion carried.
- UDO REVISION AND UPDATES G.5. Alderman Barber moved to approve proceeding with a comprehensive redesign of the existing Unified Development Ordinance, including addressing district types and mapping, as well as authorization to retain a consultant to assist department staff with the revision of the Unified Development Ordinance. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- SANITARY SEWER USER FEE G.6. Alderman Dandrea moved to adopt the quarterly 2021 Residential Sanitary Sewer charge of \$65.76 and a fixed Commercial Connection charge of \$14.46 plus a \$3.852028 per thousand gallon volumetric charge effective January 1, 2021 as provided by Municipal Code Sec. 207-14.H.(3)(b). Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- TAX INCREMENT DISTRICT RESULTS AND PLANS G.7. Alderwoman Wilhelm moved to receive and place on file the Tax Increment District 2020 results and projections for balance of Tax Increment District project plans. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- RES. 2021-7710
S. 27 ST. NON-PARTICIPATING G.8. Alderwoman Hanneman moved to adopt Resolution No. 2021-7710, A RESOLUTION TO SUBMIT A NON-PARTICIPATING LETTER TO WISCONSIN DEPARTMENT OF TRANSPORTATION FOR

- LETTER TO WisDOT RECONSTRUCTION OF S. 27TH STREET BETWEEN W. SOUTH COUNTY LINE ROAD (8-MILE ROAD) AND W. ELM ROAD FOR AN ESTIMATED AMOUNT OF \$950,000. Seconded by Alderman Nelson. All voted Aye; motion carried.
- RES. 2021-7711 G.9. Alderwoman Hanneman moved to adopt Resolution No. 2021-7711, A INDUSTRIAL PARK RESOLUTION TO AMEND CONTRACT WITH GRAEF-USA, INC. LIFT STATION TO PREPARE MODIFICATION TO THE BUILDING FOR THE INDUSTRIAL PARK LIFT STATION (10100 S. 60TH STREET) REPLACEMENT FOR \$19,962. Seconded by Alderman Nelson. All voted Aye; motion carried.
- SURVEY FOR G.10. Alderman Nelson moved to direct Staff to solicit affected homeowners POTENTIAL SEWER from 10570-10961 W. St. Martins Road and conduct a virtual meeting SERVICE to discuss the potential project of common force main sewer system; and further to direct Staff to return to Common Council with results and recommendation at an undetermined future date. Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. 2021-7712 G.11. Alderwoman Hanneman moved to adopt Resolution No. 2021-7712, A CITY BANNERS RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH OLYMPUS GROUP FOR FABRICATION AND INSTALLATION OF CITY BANNERS, subject to technical corrections by the City Attorney; and further to approve a letter of commitment to Milwaukee County for repairs or maintenance of Milwaukee County property associated with the City of Franklin Banner Program. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2021-7713 G.12. Alderman Barber moved to adopt Resolution No. 2021-7713, A TRADEMARK RESOLUTION APPROVING AN AGREEMENT BETWEEN THE LICENSE CITY OF FRANKLIN AND THE FRANKLIN TOURISM AGREEMENT COMMISSION AUTHORIZING FRANKLIN TOURISM COMMISSION USE OF THE FRANKLIN TRADEMARK (LOGO), subject to technical corrections and amending the Agreement as follows:
Paragraph one, License Grant, insert “for non-direct revenue uses” or other such language determined by the Attorneys;
Add a paragraph following Quality Control, to the effect that the Tourism Commission and it’s Assigns recognize the value of the logo and trademarks and the reputation to the City, and they will ensure that reputation and value is protected at all times;

Add a paragraph that permits use of the Franklin name;
Add an indemnity clause;
Change the termination from 120 days to 90 days.
Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

- ORD. 2021-2458
2021 ANNUAL
BUDGETS FOR CIP
AND SANITARY
SEWER
- G.13. Alderman Dandrea moved to adopt Ordinance No. 2021-2458, AN ORDINANCE TO AMEND ORDINANCE NO. 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT AND SANITARY SEWER FUNDS TO REMOVE ENCUMBRANCE APPROPRIATIONS FOR 2020 FOR LATE ARRIVING INVOICES CHARGED TO 2020 OPERATIONS. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.
- RFP FOR AUDITING
AND ACCOUNTING
FOR 2021-2025
- G.14. Alderwoman Wilhelm moved to authorize a Request for Proposal on auditing and other accounting services for the City of Franklin for calendar years 2021 through 2025 with an option for two additional years. Seconded by Alderwoman Hanneman. All approved Aye; motion carried.
- ORD. 2021-2459
COVID-19
CONTINGENCY
APPROPRIATIONS
- G.15. Alderwoman Hanneman moved to adopt Ordinance No. 2021-2459, AN ORDINANCE TO AMEND ORDINANCE NO. 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND, CAPITAL OUTLAY, GRANT, DEBT SERVICE, TID 5, TID 6 AND TID 7 TO ALIGN COVID-19 CONTINGENCY APPROPRIATIONS WITH ACTUAL 2020 EXPENDITURES AND OTHER 2020 BUDGET ADJUSTMENTS. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.
- FIBER NETWORK
- G.16. Alderman Barber moved to authorize an “Evaluation to Determine the Feasibility of Establishing a Fiber Network to Access Internet Services for City of Franklin Business Operations, Including the Possibility of Additional Infrastructure to Serve the Community”, awarding this phase of the project to Multimedia Communications & Engineering, at a cost not to exceed \$12,567, and authorize the Director of Administration to execute the appropriate, related contracts as needed as well as take appropriate action to execute such agreement. Seconded by Alderman Nelson. All voted Aye; motion carried.
- SIGMA GROUP
AGMT-DOG PARK
CONSULTING
SERVICES
- G.17. Alderwoman Wilhelm moved to enter into an agreement with The Sigma Group, Inc. for environmental consulting services (potential dog park) for a not to exceed fee of \$6,600 with funding provided by the General Fund Contingency Account. Seconded by Alderman Nelson. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Dandrea moved to approve the following: City vouchers with an ending date of March 1, 2021 in the amount of \$4,294,582.50; Payroll dated February 26, 2021 in the amount of \$405,140.38 and payments of the various payroll deductions in the amount of \$464,862.23 plus City matching payments; Estimated payroll dated March 12, 2021 in the amount of \$398,000.00 and payments of the various payroll deductions in the amount of \$269,000, plus City matching payments; Property Tax disbursements with an ending date of February 26, 2021 in the amount of \$6,903,904.25. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

FRANKLIN
PROFESSIONAL
FIREFIGHTERS

- G.19. Alderwoman Wilhelm moved to enter closed session at 8:57 p.m. pursuant to Wis. Stat. § 19.85(1)(c) and (e), Stats, to discuss collective bargaining strategy in negotiations with the Franklin Professional Firefighters Association Local 2760 I.A.F.F. and bargaining strategy relating to service levels and staffing for competitive and bargaining reasons and to re-enter open session at the same place thereafter to act on such matters discussed therein as the Common Council deems appropriate. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 9:11 p.m.

VILLAS OF
FRANKLIN

- G.18. Alderman Dandrea moved to enter closed session at 9:11 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Villas of Franklin (Franklin Oak Subdivision) Phase III Subdivision Development Agreement public improvements and improvements completion potential agreement with Villa Drive Associates, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:23 p.m., Alderwoman Hanneman moved to approve and authorize execution of the Conclusion of Subdivision Development Agreement for Villas of Franklin (Franklin Oaks Subdivision) Phase III, in the form and content as contained in this Common Council meeting agenda packet. Seconded by Alderman Barber. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderman Dandrea moved to adjourn the meeting at 9:25 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

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<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 03-16-21</p>
<p style="text-align: center;">ORGANIZATIONAL BUSINESS</p>	<p style="text-align: center;">Mayoral Appointments</p>	<p style="text-align: center;">ITEM NUMBER E.1</p>

The Mayor has made the following appointments for Council confirmation:

- (a) Balinda Kostuch, 10750 S. 92nd Street, Ald. Dist. 4, Waste Facilities Monitoring Committee.
- (b) Sudarshan Sharma, 6845 S. 68th Street, Unit 104, Ald. Dist. 2, Waste Facilities Monitoring Committee.

COUNCIL ACTION

Motion to confirm the following Mayoral appointments:

- (a) Balinda Kostuch, 10750 S. 92nd Street, Ald. Dist. 4, Waste Facilities Monitoring Committee.
- (b) Sudarshan Sharma, 6845 S. 68th Street, Unit 104, Ald. Dist. 2, Waste Facilities Monitoring Committee.

City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

REC'D CITY OF FRANKLIN
2021 FEB 26 PM 1:40

VOLUNTEER FACT SHEET

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

PERSONAL:

Name

Balinda Kostuch

Address

10760 S. 92 St Franklin

Phone Number

E-Mail

Length of Time a Franklin Resident

25 years

Alderman or District Number

District 4 Hanamen

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

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

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

I live near the dump and would like to see it maintained and water quality at good standards

VOLUNTEER OR WORK EXPERIENCE

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

Company Name: Va Hospital	Address: 5000 W National	Telephone: 414-384-2000
Date started: 11 Oct 2012	Starting Position: Civilian Pay Tech	
Date left:	Position upon leaving:	
Description of duties: Payroll, Training, lead		

Company Name: 128 Air Refueling WS	Address: 1835 Egrange Ave Milwaukee	Telephone: 414-944-8710
Date started: 2 Dec 1983	Starting Position: 2 Dec 1983 Military Pay Roll tech	
Date left: 28 Dec 2010	Position upon leaving: Supervisor 28 Dec 2010	
Description of duties: Payroll, Training, Supervision		

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

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

numerous volunteer activities within the military
 Picking up cans and litter along 92nd St
 upon winter thaw

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

Signature: Belen Koster

Date: 26 Feb 2021

Shirley Roberts

Subject: FW Volunteer Fact Sheet-Sharma

From: volunteerfactsheet@franklinwi.gov [<mailto:volunteerfactsheet@franklinwi.gov>]

Sent: Friday, June 27, 2014 8:24 PM

To: Lisa Huening; Shirley Roberts; Sandi Wesolowski

Subject: Volunteer Fact Sheet

Name: Sudarshan Sharma

PhoneNumber:

EmailAddress:

YearsasResident: 9 months

Alderman: Alderman Daniel Mayer

ArchitecturalBoard: 0

CivicCelebrations: 0

CommunityDevelopmentAuthority: 0

FinanceCommittee: 0

EnvironmentalCommission: 0

ForwardFranklinEconomicDevelopComm: 1

FairCommission: 0

BoardofHealth: 0

FirePoliceCommission: 0

ParksCommission: 0

LibraryBoard: 0

PlanCommission: 1

PersonnelCommittee: 0

BoardofReview: 0

BoardofPublicWorks: 0

BoardofWaterCommissioners: 0

TechnologyCommission: 0

WasteFacilitySitingCommittee: 0

BoardofZoning: 0

WasteFacilitiesMonitoringCommittee: 1

CompleteStreetsandConnectivityCommittee: 0

CompanyNameJob1: Oilgear Company

TelephoneJob1: 414-328-5234

StartDateandPositionJob1: Septer 13th, 2013 / Engineering Manager

EndDateandPositionJob1: Still working

CompanyNameJob2: Clover Industries Inc., Division of Oilgear Co.
TelephoneJob2:
StartDateandPositionJob2: January 09, 2012 / Engineering Manager
EndDateandPositionJob2: September 12, 2012 / Engineering Manager
CompanyNameJob3: Eaton
TelephoneJob3:
StartDateandPositionJob3: October, 2006 / Senior Engineer
EndDateandPositionJob3: December, 2011 / Senior Engineer
Signature: Sudarshan Sharma
Date: 06/27/2014
Signature2: Sudarshan Sharma
Date2: 06/27/2014
Address: <sup>6845 S 68th St,
unit 104</sup> ~~7721 S Scepter Drive, Apt. # 6,~~ Franklin, WI 53132
PriorityListing: Plan Commission, Forward Franklin, Waste Facilities
Monitoring Committee
WhyInterested: I have educational background in operations management,
forecasting and planning and I would like to put my
background to good use and contribute to the community that
I live in. Same way I would like to use my management
experience to contribute to the betterment of the community.
CompanyAddressJob1: 2300 S 51st St. Milwaukee, WI 53219
DescriptionofDutiesJob1: Manage engineering department - responsible for design and
development of hydraulic cylinders.
AddressJob2: 7811 W Stewart Avenue, Wausau, WI 54401
DescriptionofDutiesJob2: Manage engineering department - responsible for design and
development of hydraulic cylinders
AddressJob3: Decatur, AL 35602
DescriptionofDutiesJob3: Design, develop and Project management of specialized
hydraulic cylinders.
AdditionalExperience: M.S. Mechanical Engineering - University of Wisconsin-
Milwaukee Master of Engineering Management, Duke
University, North Carolina
ClientIP: 70.92.137.182
SessionID: zpm42055q2wz1a55xawtdr45
[See Current Results](#)

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<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE March 16, 2021</p>
	<p>Introduction of Ms. Cari Greving Director of Tourism for Engage Franklin</p>	<p>ITEM NUMBER <i>E. 2.</i></p>

Cari Greving is the new Director of Tourism. Ms. Greving was selected jointly by the Franklin Tourism Commission and ROC Ventures to lead the creation of and day-to-day management of operations for Engage Franklin, which is the new Franklin Visitors Bureau being planned jointly by ROC Ventures and the Tourism Commission.

Ms. Greving's office is in the ROC Ventures office building as is the planned Visitors Center, which will be in the office building lobby.

Cari A. Greving

1108 East Mackinac Avenue
(262) 993-5202

Oak Creek, WI 53154
Email: ctheo17@gmail.com

The Basics

- I love operations and logistics and fun and creativity. I like being busy and growing relationships.

Education

- University of Wisconsin-Green Bay. French & International Business Degree. 1999-2002

Work Experience

Real Racine, Racine County Convention & Visitor Bureau

2016-Present

Events & Marketing Director

- Executive Director of the Real Racine Sports & Events Commission (RRSEC)
- Secure, organize and execute large and small-scale events in Racine County
- Attends applicable sports trade shows to secure events & promote RRSEC
- Active member of the Sports WI team
- Create new events for Racine County in both sports & cultural spheres
- Provide tourism strategies for local businesses and government
- Assist Real Racine CEO in meetings with Destinations Wisconsin & WI Dept of Tourism
- Provide Mount Pleasant Tourism Commission with marketing and advertising guidance
- Lead RRSEC Board of Directors Monthly Meetings
- Develop and execute all advertising, marketing & branding for Real Racine & RRSEC
- Grow relationships with radio, TV, social & print media
- Write and distribute all Real Racine press releases
- Provide weekly communication amongst all county business and organizations
- Create and follow RRSEC budget
- Maintain destination's website and collaborate on social media platforms
- Secures all advertising for yearly Activity Guide
- This is silly, I do so many things that writing them all down seems weird. Let's talk about them and have a good conversation instead!

The Bon Ton Stores, Inc., Milwaukee, WI

2012-2016

Assistant Media Manager

- Core contact/support for Special Events Department
- Primary point of contact between Advertising Media Department and outside vendors
- Manages \$150 million Sales Promotion budget
- Acts as liaison between Creative Teams and Production Teams
- Communicates all design and marketing-based changes to appropriate teams
- Researches new media marketing strategies, builds programs on new findings
- Provides daily updates and handles all paperwork to and from outside vendors

The Bon Ton Stores, Inc., Milwaukee, WI

2008-2012

Media Coordination Manager

- Managed 6 full-time Media Coordinators and one freelance position
- Media Coordination was absorbed into other Teams during a 2012 restructure

Innovative Health & Fitness, Franklin WI

2007- Present

- ***Certified Les Mills Body Combat, Body Attack, CXWorx, & Sprint fitness instructor***
- AFAA certified
- American Red Cross CPR-certified

Gold's Gym, Milwaukee WI

2010 – Present

- ***Les Mills certified Body Combat, Body Attack and CXWorx & Sprint Instructor***

The Fun Stuff

- **Enjoys all outdoor activities, especially running, biking, and sports**
- **Avid 5-10k runner**
- **Ability to be the stern leader and the goofball at every event**
- **Host my own annual badminton tournament (Radminton!)**
- **Loves to read**
- **Wishes I could ride my scooter all year round instead of summers only**

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<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 March 16, 2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 10 FOOT WATER MAIN EASEMENT, 5 FOOT UTILITY EASEMENT, AND 10 FOOT SCREENING EASEMENT UPON LOT 5 IN BLOCK 2 OF HAWTHORN GLEN SUBDIVISION (6072 W. ALLWOOD DRIVE) (TAX KEY NO. 805-0021-000) (JAMES A. & DIANE L. WITTENBERG, APPLICANTS)</p>	<p style="text-align: center;">ITEM NUMBER <i>G.1.</i></p>

BACKGROUND

James A. & Diane L. Wittenberg have made application to place a fence on the border of their property at 6072 W. Allwood Drive. The fence is proposed to be located in a watermain easement, a utility easement, and a screening easement.

ANALYSIS

Staff has reviewed the application and do not have issue with the installation as proposed.

The resolution provides that

1. The subject fence shall not impede the stormwater drainage way.
2. The applicants, or their successors, shall keep the fence in good repair.
3. The City, or its assigns, may access and/or dig the watermain and other utilities as determined by the City without notice to the applicants, or their successors.
4. The applicants, or their successors, are solely responsible for protection and/or restoration of fence after the City, or its assigns, accesses and/or digs the watermain and other utilities.

FISCAL NOTE

No Impact on Budget.

COUNCIL ACTION REQUESTED

Resolution 2021-_____ a resolution authorizing the installation of a fence within the 10 foot water main easement, 5 foot utility easement, and 10 foot screening easement upon Lot 5 In Block 2 of Hawthorn Glen Subdivision (6072 W. Allwood Drive) (Tax Key No. 805-0021-000) (James A. & Diane L. Wittenberg, Applicants).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE
WITHIN THE 10 FOOT WATER MAIN EASEMENT, 5 FOOT UTILITY EASEMENT,
AND 10 FOOT SCREENING EASEMENT
UPON LOT 5 IN BLOCK 2 OF HAWTHORN GLEN SUBDIVISION
(6072 W. ALLWOOD DRIVE)
(TAX KEY NO. 805-0021-000)
(JAMES A. & DIANE L. WITTENBERG, APPLICANTS)

WHEREAS, the Block 2 of the Hawthorn Glen Subdivision Plat prohibits the building of structures within the 10 foot "Water Main Easement," 5 Foot "Utility Easement," and 10 Foot "Screening Easement" described thereon; and

WHEREAS, James A. & Diane L. Wittenberg having applied for an installation of a wooden, six foot tall dog ear fence at their property located at 6072 W. Allwood Drive, zoned R-6 Residential, bearing Tax Key No. 805-0021-000, more particularly described as follows:

Lot 5 in Block 2 in Hawthorne Glen, being a subdivision of a part of the Northeast one quarter of Section 15, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the fence would encroach upon a 10 foot "Water Main" easement restriction which abuts a parcel at S. 7931 S. 61st Street (the "Water Main Easement" extends approximately 201.17 feet along the full length of said side yard lot line), and the 5 Foot "Utility Easement," and 10 Foot "Screening Easement" located along the rear of the property line which abuts the southern right of way line for W. Drexel Avenue (both easements extends approximately 184.99 feet along the full length of said rear lot line); and

WHEREAS, the 10 foot "Water Main Easement," 5 Foot "Utility Easement," and 10 Foot "Screening Easement" restrictions upon the Final Plat for Block 2 in Hawthorne Glen Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the request for the encroachment of the 10 foot "Water Main Easement" easement, the 5 Foot "Utility Easement," and the 10 Foot "Screening Easement" restriction only so as to allow for the subject fence installation; and

WHEREAS, the Common Council having considered the proposed location of and type of fence to be installed upon the subject property in conjunction with existing and required landscaping on the property and potential interference with the water utility operations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of James A. & Diane L. Wittenberg and Andrea L. McElroy filed on February 3, 2021, be and the same is hereby authorized and approved and that the "Water Main," "Utility Easement," and "Screening Easement" restrictions as it would otherwise apply to such installation upon the subject property only, is hereby waived and released, subject to the following conditions:

1. The subject fence shall not impede the stormwater drainage way.
2. The applicants, or their successors, shall keep the fence in good repair.
3. The City, or its assigns, may access and/or dig the watermain and other utilities as determined by the City without notice to the applicants, or their successors.
4. The applicants, or their successors, are solely responsible for protection and/or restoration of fence after the City, or its assigns, accesses and/or digs the watermain and other utilities.

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

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County. Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 16, 2021
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 10 FOOT DRAINAGE EASEMENT UPON LOT 46 OF PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK SUBDIVISION (4108 W. PEBBLE BEACH COURT) (TAX KEY NO. 739-0046-001) (RICHARD & PAT WALLRATH, APPLICANTS)	ITEM NUMBER <i>G.2.</i>

BACKGROUND

Richard & Pat Wallrath have made application to replace a fence on the border of their property at 4108 W. Pebble Beach Ct. The fence is proposed to be located in a drainage easement.

ANALYSIS

Staff has reviewed the application and does not have issue with the installation as proposed.

The resolution provides that

1. The subject fence shall not impede the stormwater drainage way.
2. The applicants, or their successors, shall keep the fence in good repair.

FISCAL NOTE

No Impact on Budget.

COUNCIL ACTION REQUESTED

Resolution 2021-_____ a resolution authorizing the installation of a fence within the 10 foot drainage easement upon Lot 46 in Tumblecreek Subdivision (4108 W. Pebble Beach Court) (Tax Key No. 739-0046-001) (Richard & Pat Wallrath, Applicants).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE
WITHIN THE 10 FOOT DRAINAGE EASEMENT,
UPON LOT 46 OF PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK SUBDIVISION
(4108 W. PEBBLE BEACH COURT)
(TAX KEY NO. 739-0046-001)
(RICHARD & PAT WALLRATH, APPLICANTS)

WHEREAS, the Tumblecreek Subdivision Plat prohibits the building of structures within the 10 foot "Drainage Easement," described thereon; and

WHEREAS, Richard & Pat Wallrath having applied for an installation of a wooden, five foot tall dog ear fence at their property located at 4108 W. Pebble Beach Ct., zoned R-6 Residential, bearing Tax Key No. 739-0046-001, more particularly described as follows:

Lot 46 in Tumblecreek Subdivision, being a subdivision of part of the Southwest quarter of the Southwest quarter of Section 1, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the fence would encroach upon a 10 foot "Drainage Easement" restriction which extends approximately 177.98 feet along the full length of said rear yard lot line; and

WHEREAS, the 10 foot "Drainage Easement" restrictions upon the Final Plat for Tumblecreek Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the request for the encroachment of the 10 foot drainage easement restriction only so as to allow for the subject fence installation; and

WHEREAS, the Common Council having considered the proposed location of and type of fence to be installed upon the subject property in conjunction with existing and required landscaping on the property and potential interference with the water utility operations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Richard & Pat Wallrath filed on February 19, 2021, be and the same is hereby

authorized and approved and that the "Drainage Easement" restrictions as it would otherwise apply to such installation upon the subject property only, is hereby waived and released, subject to the following conditions:

1. The subject fence shall not impede the stormwater drainage way.
2. The applicants, or their successors, shall keep the fence in good repair.

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

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County. Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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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;">03/16/21</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR PLEASANT VIEW RESERVE SUBDIVISION (AT 7475 SOUTH 49TH STREET AND 7501 SOUTH 49TH STREET) (VERIDIAN HOMES, LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 3.</i></p>

At the March 4, 2021 meeting of the Plan Commission, the Commission adopted a motion to recommend approval of a resolution conditionally approving a Preliminary Plat for Pleasant View Reserve Subdivision (at 7475 South 49th Street and 7501 South 49th Street) (Veridian Homes, LLC, Applicant).

This preliminary plat is a combination of two previously approved preliminary subdivision plats, the "Pleasant View Estates" subdivision, and the "Oak Ridge" subdivision. These previous plats were reviewed extensively. The combined total area for development will be 1,684,039 square feet (38.660 Acres). Due to the change in area, and some alterations to the overall layout of lots, staff recommended that the applicants request a new preliminary plat. This preliminary plat will supersede prior approvals.

Plan Commission discussed two issues which they deferred to staff to review in greater depth, to be resolved at Common Council.

- 1) The Engineering Department proposed a rewording of Condition No. 13 to include text requiring compliance with WI Chapter 236. Upon review, the City Attorney determined that Condition No. 4, which requires "compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances;" already fulfills this purpose. The draft resolution therefore reflects the original language.
- 2) Condition No. 9 of the draft Resolution requires that "all wetland setbacks shall be included within a Conservation Easement..." The applicant would prefer not to be subject to this requirement. The wetland setback is defined under §15-11.0103 as the area 50' from the edge of a delineated wetland, and is protected under §15-4.0102I. While impacts to setbacks do not require an NRSE, they must be restored to the standards of that ordinance, and development is not allowed within them.

The standard template for conservation easements (included in the packet for reference) has three conditions that are more restrictive than the requirements under the UDO for wetland setback protection. Easement conditions 3, 4, and 5 exceed the standards applied to wetland setbacks. Under the UDO, grading is permitted in the setback, and plants other than wetland varieties are allowed. The easement template does not allow for alterations to the terrain, and non-native plants are required as opposed to suggested.

Past practice, and the recommendation of the Planning Department, is to include the setback area in easements so that it is clear to homeowners and city staff reviewing development proposals or applications such as accessory structure permits that development is not allowed in setbacks.

The Alderwoman of the District raised concerns regarding preservation of a line of trees on the north side of Marquette Avenue, which may be impacted by the redevelopment of the road. This tree line is not on the property subject to the proposed plat. Attached are a survey of and report on the tree line, conducted by the City Forrester on March 4, 2021.

Staff also notes that there remains an outstanding question of the location of front yards and required lot depth some of the lots. This issue must be resolved prior to the recording of the Final Plat. Staff suggests adding a condition requiring that lots 2, 3, 22, 29, 40, 41, & 50 be reviewed to comply with the minimum lot depth of 110' (§15-5.0106.E).

COUNCIL ACTION REQUESTED

A motion to approve Resolution 2021-_____, conditionally approving a Preliminary Plat for Pleasant View Reserve Subdivision (at 7475 South 49th Street and 7501 South 49th Street) (Veridian Homes, LLC, Applicant)

RESOLUTION NO. 2021-_____

A RESOLUTION CONDITIONALLY APPROVING A
PRELIMINARY PLAT FOR PLEASANT VIEW RESERVE SUBDIVISION
(AT 7475 SOUTH 49TH STREET AND 7501 SOUTH 49TH STREET)
(VERIDIAN HOMES, LLC, APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a preliminary plat for Pleasant View Reserve Subdivision, such plat being a redivision of part of Parcel 3 of Certified Survey Map No. 6949 recorded in the Milwaukee County Register of Deeds office as Document No. 8064321 and part of the Southwest 1/4 of the Northeast 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 11, all being a part of the Southwest 1/4 of the Northeast 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the properties located at 7475 South 49th Street and 7501 South 49th Street, bearing Tax Key Nos. 759-9981-010 and 788-9981-003, Veridian Homes, LLC, applicant; said preliminary plat having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof at its meeting on March 4, 2021, pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Preliminary Plat of Pleasant View Reserve Subdivision, as submitted by Veridian Homes, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

VERIDIAN HOMES, LLC – PRELIMINARY PLAT
RESOLUTION NO. 2021-_____

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3. Veridian Homes, LLC, successors and assigns and any developer of the Pleasant View Reserve 53 lot and 2 outlot subdivision development shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Pleasant View Reserve 53 lot and 2 outlot subdivision development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
4. The approval granted hereunder is conditional upon Veridian Homes, LLC and the Pleasant View Reserve 53 lot and 2 outlot subdivision development project for the properties located at 7475 South 49th Street and 7501 South 49th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
5. The Pleasant View Reserve 53 lot and 2 outlot subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
6. The applicant must obtain A Natural Resource Special Exception for impacts to protected natural resources prior to recording the Final Plat. Should such impacts be attributable to public streets, public sidewalks, or public trails, a practicable alternatives analysis pursuant to City of Franklin Ordinance No. 2016-2224 may be appropriate.
7. All utility easements shall be located along rear lot lines, and in mid-block locations where necessary, and shown on the face of the plat prior to submittal of the Final Plat.
8. Written conservation easements shall be submitted as part of the Final Plat Application for Common Council review and approval, and recording with the Milwaukee County Register of Deeds Office at the time of recording the Final Plat.
9. All wetland buffers and all wetland setbacks shall be included within a Conservation Easement. Those setbacks and buffers not within an Outlot shall have conservation signage to delineate the area(s) as protected and unbuildable. The plat “Conservation Easement Restrictions” shall be depicted on the face of the plat, for Department of City Development review and approval prior to submittal of the Final Plat.

VERIDIAN HOMES, LLC – PRELIMINARY PLAT
RESOLUTION NO. 2021-_____

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10. All necessary approval(s) from the Wisconsin Department of Natural Resources and/or United States Army Corps of Engineers shall be submitted to the City as part of the Final Plat Application.
11. A draft of the declaration of deed restrictions, protective covenants, and the legal instruments and rules for any proposed Wisconsin non-profit membership corporation (homeowners association) whereby the subdivider intends to regulate land uses in the proposed subdivision and otherwise protect the proposed development shall be submitted to the City as part of the Final Plat for review and approval solely as to form and as such may pertain to existing city rules and regulations.
12. Any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.
13. The Final Plat shall be in full compliance with all pertinent City of Franklin Design Standards and Construction Specifications.
14. The pedestrian trail shall be 10' wide, paved, and installed simultaneously with the construction of 49th Court. The connection to point to Pleasant View Park must align with the future park trail.
15. All necessary approvals and required documentation shall be obtained and provided to the City of Franklin to confirm dedication and construction of the remaining right-of-way associated with S. 50th Street, including a complete sidewalk extending to the north edge of the development, prior to submittal of the Final Plat.
16. The applicant shall provide as part of the final plat, a sidewalk along the street for S. 50th Court, as required by §15-8.0107, §15-5.0103, and Table 7.5 of the Comprehensive Master Plan. Sidewalks are not required in the bulb of the cul-de-sac.
17. All necessary approvals and required documentation shall be obtained and provided to the City of Franklin to confirm dedication and construction of the remaining right-of-way associated with Marquette Avenue, including right-of-way dedication along the south side of Marquette Avenue, connecting to the existing school sidewalk, prior to submittal of the Final Plat.
18. The applicant shall revise Lot two (2) to depict the required 30' front yard setback on Marquette Avenue, and minimum 19' corner side yard setback on 51st Street (§15-3.0207).

VERIDIAN HOMES, LLC – PRELIMINARY PLAT
RESOLUTION NO. 2021-_____

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Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2021.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

[Development name, if applicable, Property Owner]

draft/comments in green & changes in red 9/12/19

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 _____ *[Property Owner]* _____, a _____ *[entity type, e.g., Wisconsin Limited Liability Company]* _____, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, *[deleted what appeared to be only a partial legal description of only a part of Franklin]* described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, *[list the specific resources on the protected property and the Natural Resource Protection Plan date and preparer and any revisions thereto]*, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

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

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

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

WHEREAS, _____ *[Mortgage Holder]* _____, mortgagee of the protected property ("Mortgagee"), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent"

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, 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:
 [Owner/Developer
 Attn
 Mailing Address
 City, State, Zip]

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

In witness whereof, the Grantor has set [his/her/their/its] hand[s] [and seal[s]] on this date of _____,
 20__

[Grantor]

By. _____
 [Name and if applicable, Title]

STATE OF WISCONSIN)
) ss
 _____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____[Name]_____, as _____[Title]_____ of _____[Grantor]_____, a _____[entity type, e g, Wisconsin Limited Liability Company]_____, to me known to be the person[s] who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said _____[Grantor]_____

 Notary Public
 My commission expires _____

Acceptance

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

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

Régulo Martínez-Montilva
Associate Planner
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

The undersigned, (*[name of mortgagee]*), a [*Wisconsin*] banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the 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 A

MARQUETTE AVENUE NORTH TREE LINE

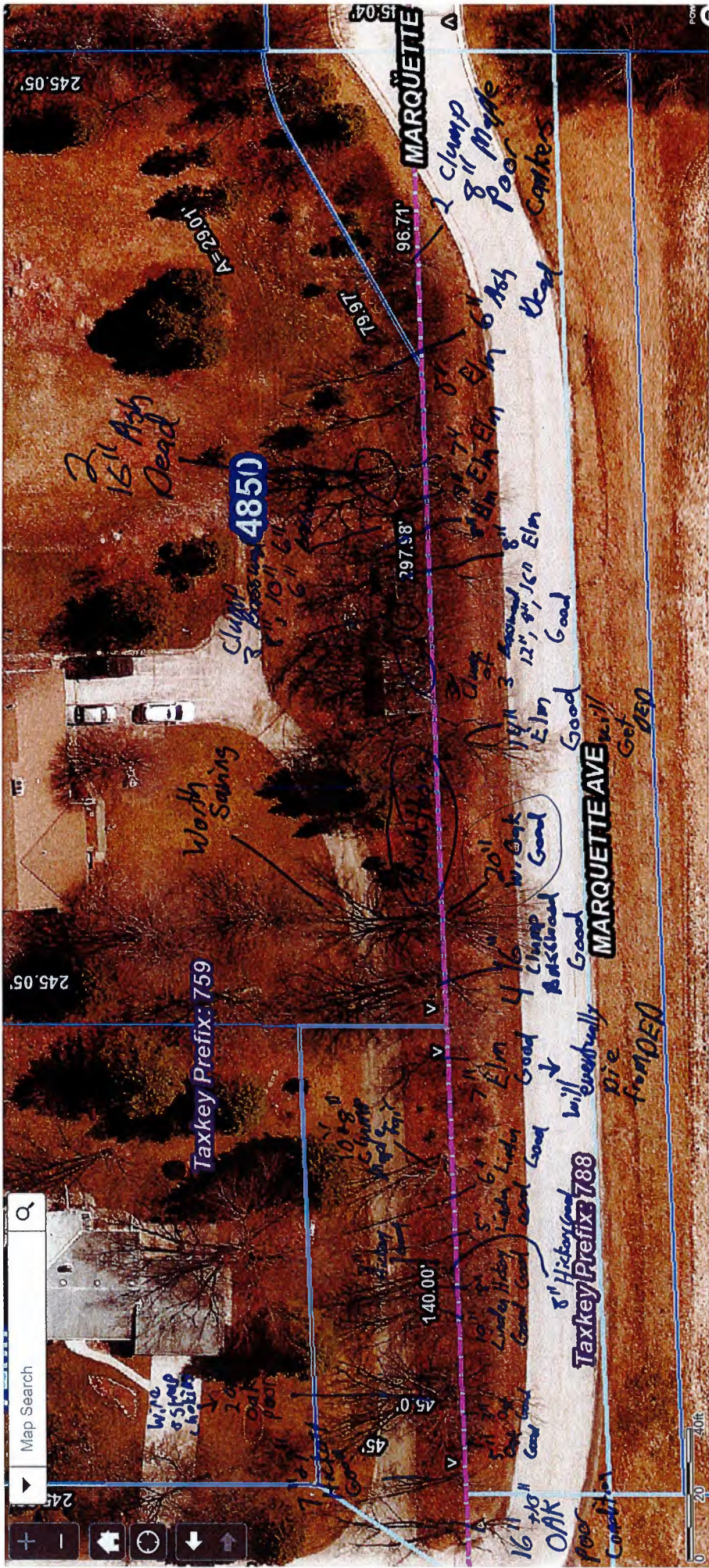
On March 4th 2021 I inventoried the tree line on the north side of Marquette Avenue east of 49th Street ending at 4760 W. Marquette Avenue. The tree species identified are Oak, Hickory, Elm, and Basswood. It appears that this area was once a farm fence line. A large majority of the trees have poor structure because they are multi-stemmed. The area near the sheds the trees are clumped and stunted. These trees also have had boards attached to them.

Unfortunately, due to Dutch Elm Disease still persistent in the area any elms are short lived. These trees will pose a hazard to the road way in the future as they begin to die. In the middle of the section is a 20" plus oak in good condition this is the nicest tree in the tree line. It is my opinion that once the trees with poor structure, and dead trees are removed few trees worth saving will be remaining. The understory is 95% invasive buckthorn with a few 3" oaks, hickories and some hawthorns. It would be more beneficial to remove the buckthorn and plant native more desirable plants if screening is needed. The road would look nicer with newly planted single stem street trees. Due to the fact that this is a heavily traveled roadway during school time the poor condition and structure of several of the trees might pose a concern in the future. By adding curb and gutter to the north side of Marquette should have little negative effects on the current conditions of the tree line. The distance the road is setback from the tree in relation to the area of roots being severed would be minimal. The majority of the roots of these trees should be located on the north side due to the fact that plows historically would have severed the roots on the south when it was farmed. I have attached a table showing species, size, condition, and notes.

Marquette Avenue Tree Line

Trees counted starting West going East

<u>Number</u>	<u>Species</u>	<u>Size</u>	<u>Condition</u>	<u>Notes</u>
1	Oak	Double stemmed 16" and 10"	Poor	Dieback too close to road
2	Hickory	7"	Good	
3	Hickory	7"	Good	
4	Oak	3"	Good	
5	Oak	3"	Good	
6	Oak	20"	Poor	Wires and Straps have choked the top of tree
7	Basswood	12"	Good	
8	Hickory	8"	Good	sharing canopies
9	Hickory	double stemmed 8"	Good	sharing canopies
10	Basswood	6"	Good	
11	Maple	double stemmed 8" and 10"	Fair	crown dieback
12	Elm	7"	Good	will eventually get Dutch Elm Disease
13	Basswood	clumped 14",12", 20"	Fair	Poor Structure will eventually separate
14	White Oak	20"	Good	Good Structure
15	Elm	14"	Good	will eventually get Dutch Elm Disease
16	Basswood	clumped 12",16", 18"	Fair	Poor Structure building have been attached to it
17	Basswood	clumped 10",8"6"	Fair	Poor Structure fencing has been attached to it
18	Elm	8"	Good	will eventually get Dutch Elm Disease
19	Elm	8"	Good	will eventually get Dutch Elm Disease
20	Basswood	6"	Good	will eventually get Dutch Elm Disease
21	Elm	8"	Good	will eventually get Dutch Elm Disease
22	Green Ash	double stemmed 20"	Dead	Hazardous
23	Elm	7"	Good	will eventually get Dutch Elm Disease
24	Ash	6"	Dead	Hazardous
25	Maple	double stemmed 8"	Poor	Canker, tree will eventually snap
26	Spruce	8"	Fair	
27	Spruce	8"	Fair	



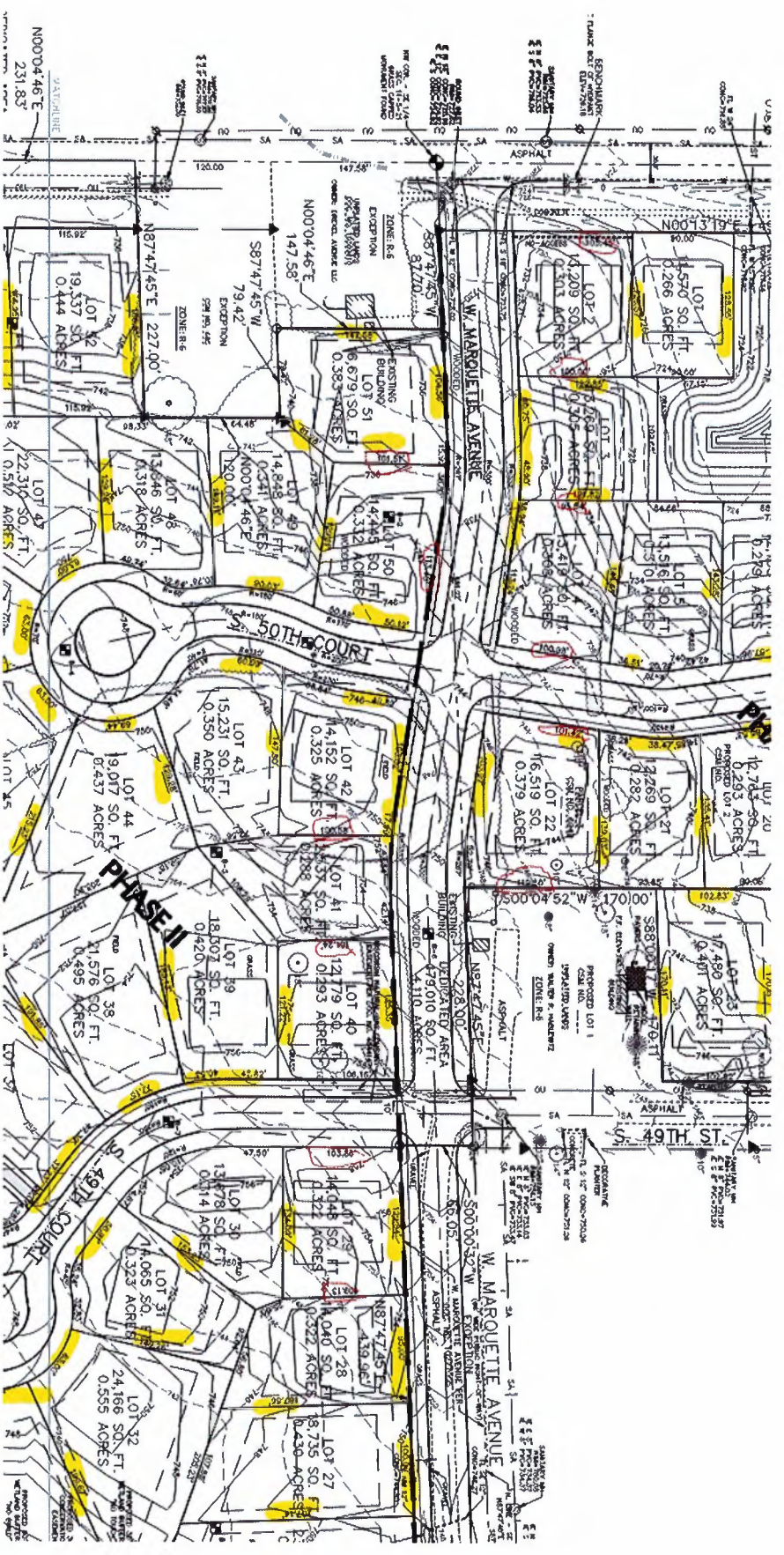
understory 95% Buckthorn
5% Other/Hawthorn

3/4/2021

Thomas J. Cline

Pleasant View Reserve Residential Subdivision Development
Additional Engineering Comments on Plan Commission Materials

- Depending on the front location of the house, lots 2, 3, 22, 29, 40, 41, & 50 must be reviewed to comply with the minimum lot depth of 110', measured at any point from the front line to the rear lot line.
 - For example lot 2 meets the required depth if the front house is facing 51st street.
 - Staff recommends an additional condition that "lots 2, 3, 22, 29, 40, 41, & 50 be reviewed to comply with the minimum lot depth of 110' (\$15-5.0106.E)"





CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of March 4, 2021

Preliminary Plat

RECOMMENDATION: City Development Staff recommends approval of the Preliminary Plat for the Pleasant View Reserve Subdivision, subject to the conditions as noted in the attached draft resolution.

Project Name:	Pleasant View Reserve Preliminary Plat
Project Location:	Approximately S. 49 th Street and Marquette Avenue (Tax Key No: 788-9981-003 and 759 9981 010)
Property Owner:	Creative Homes Inc. (788-9981-003) and Franklin 49 th St. LLC (759 9981 010)
Applicant:	Matt Cudney, Veridian Homes
Agent:	Grant Duchac, Excel Engineering Inc.
Current Zoning:	R-6 Suburban Single-Family Residence District
2025 Comprehensive Plan:	Residential and Areas of Natural Resource Features
Use of Surrounding Properties:	Single-family residential to the north, a public school and public park to the east, single family residential to the south, and institutional/senior housing, single family residential, and Payne & Dolan quarry to the west.
Applicant's Action Requested:	Recommendation of approval of the Preliminary Plat for future single-family residential development
Planner:	Marion Ecks, Associate Planner

Introduction:

On January 4, 2021, the applicant submitted an application for a Preliminary Plat for properties located west and south of the intersection of South 49th Street and Marquette Avenue. This preliminary plat is a combination of two previously approved preliminary subdivision plats, the "Pleasant View Estates" subdivision, and the "Oak Ridge" subdivision. Their combined total area for development will be 1,684,039 square feet (38.660 Acres).

Preliminary Plat Project Description/Analysis:

The preliminary plat proposes to subdivide these parcels into 53 single-family residential lots and two (2) outlots.

The zoning for the proposed plat is R-6 Suburban Single-Family Residence District. All lots exceed the R-6 minimum lot size of 11,000 square feet, and meet the requirement for minimum lot width. All lots except Lot Two meet building setback requirements of the district standards (§15-3.0207). All single-family lots have access to a public right-of-way. Site Intensity

calculations have been prepared (§15-3.0500), and that the proposed development meets specifications regarding density and buildable area.

Lot Two does not allow access to S. 51st Street. The frontage on Marquette Avenue is therefore the front yard, and lot setbacks must be revised to depict the required 30' setback on Marquette Avenue, and minimum 19' corner side yard setback on 51st Street (§15-3.0207).

The proposed development will include the completion of Marquette Avenue between 49th and 51st streets, and the improvement of South 50th Street to connect with Marquette Avenue. 49th Street and 50th Street will extend southward from the proposed Marquette Avenue and terminate in cul-de-sacs.

Outlot 1 will contain stormwater detention to serve the subdivision and road improvements, and outlot 2 will contain additional stormwater management facilities, natural resource features including wetlands, and a public trail connecting to Pleasant View Park to the east.

The proposed subdivision will be served by municipal water and public sanitary sewer.

Pedestrian Amenities:

The preliminary plat depicts:

- One contiguous sidewalk along the south side of Marquette Avenue, which extends from S. 51st St. to the east to meet with the existing sidewalk on the Pleasant View School property.
- One sidewalk segment along Marquette Avenue on the north side of the street, between S. 50th Street and S. 51st Street
- One sidewalk along the west side of the 49th Court, connecting to the trail.
- One sidewalk along the east side of the extension of 50th Street.
- A 10' wide trail within a 20' wide access point extending from the 50th Street cul-de-sac between lots 36 and 37, southward along the west edge of the property, then turns eastward across a wetland, to connect to the existing Pleasant View Park. The trail access is included as part of outlot 2. The current site plan for improvements to Pleasant View Park includes a connecting trail.

In addition to these amenities, the applicant must provide a sidewalk along the street for S. 50th Court, as required by §15-8.0107, §15-5.0103, and Table 7.5 of the Comprehensive Master Plan. Sidewalks are not required in the bulb of the cul-de-sac.

Stormwater Management and other Engineering approvals and required improvements:

Stormwater ponds are proposed within both outlots. A Stormwater Management Plan and calculations were submitted to the Engineering Department for review, and will require final Engineering Department approval as part of the review of the Final Plat Application.

Section 15-8.0100 of the UDO sets forth the required improvements for all land divisions. The applicant has provided the Engineering Department with preliminary designs which are also currently under review. This technical review and approval must be completed prior to recording of the final plat

Natural Resource Protection Plan:

A Natural Resource Protection Plan (NRPP) has been completed for the development, which contain wetlands, and areas of trees which do not rise to the standard to be considered woodlands. Wetland delineations were completed for both properties by assured delineators. The delineation and field investigation of the former Oak Ridge subdivision is dated October 31, 2017. It was completed by Thompson and Associates Wetland Services, LLC. A new wetland delineation and field investigation survey was completed on September 25, 2020 on the Pleasant view Estates parcel by Evergreen Consultants, LLC.

On April 16, 2019, a Natural Resources Special Exception was obtained for impacts to two wetlands and related setback and buffer on the former Oak Ridge Subdivision Plat parcel. A mitigation plan for these impacts was required as a condition of that approval. The relevant WI DNR permits expired in 2020 without completion of mitigation. The current applicants have obtained both Army Corps and WI DNR exemptions which, under Wisconsin State Statute §281.36 (2019), preclude the City of Franklin from enforcing local natural resource protection standards on these wetlands.

The applicant is aware that a Natural Resource Special Exception (§15-10.0208), or practicable alternatives analysis pursuant to Ordinance. No. 2016-2224 Alternatives Analysis for Public Road Purposes will be necessary for impacts associated with the proposed trail and boardwalk. Conservation easements to protect all-natural resources will also be required prior to recording of the Final Plat

Signage.

Although signage is not being proposed at this time, should the applicant want a subdivision monument or other similar signage, separate City review and approval will be required.

Other required documents:

§15-7.0603 requires submittal of any Declaration of Deed Restrictions, Protective Covenants, Conservation Easements, and Homeowners' Association prior to approval of the Final Plat.

Improvements including streets and utilities must be installed prior to recording of the Final Plat (§15-2.0303.A). If complete construction is not practicable, the applicant may enter into a Subdivider's ("Developer's") agreement with the City of Franklin, and provide a letter of credit for improvements (§15-2.0303.B). Should the final plat be recorded in two phases, the applicant would need to provide the financial guaranty in the amount required for each phase of the final plat prior to the recording of that phase.

Comprehensive Master Plan Consistency:

- *Consistent with, as defined by Wisconsin State Statute, means "furthers or does not contradict the objectives, goals, and policies contained in the comprehensive plan "*

The subject property is designated as Residential on the City's 2025 Future Land Use Map. As such, this Future Land Use Map designation is consistent with the existing zoning and the applicant's proposed single-family residential development

A note on prior approvals:

As noted earlier, this preliminary plat is a combination of two previously approved preliminary subdivision plats, the “Pleasant View Estates” (Resolution 2019-7494) and “Oak Ridge” (Resolution 2019-7496) subdivisions. These previous plats were reviewed extensively. The combined total area for development will be 1,684,039 square feet (38.660 Acres). Due to the change in area, and some alterations to the overall layout of lots, staff recommended that the applicants request a new preliminary plat. Staff reviewed this new plat for compliance with the requirements of the Unified Development Ordinance (UDO), and incorporated prior conditions of approval and comments into the staff comments and recommended conditions. Amenities such as the trail and general sidewalk configuration were carried over, including the sidewalk on the south side of Marquette Avenue. This preliminary plat will supersede prior approvals.

Staff Recommendation:

Plan Commission must make a recommendation on the preliminary subdivision plat prior to March 5, 2021 (§15-9.0303. D.2) and the Common Council must approve, conditionally approve, or reject the plat prior to the 90-day deadline of April 4, 2021 (§15-9. 0304.B).

City Development Staff recommends approval of the Preliminary Plat for the Pleasant View Estates Subdivision, subject to the conditions as noted in the attached draft resolutions.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Redraft 2-25-21]

RESOLUTION NO. 2021-_____

A RESOLUTION CONDITIONALLY APPROVING A
PRELIMINARY PLAT FOR PLEASANT VIEW RESERVE SUBDIVISION
(AT 7475 SOUTH 49TH STREET AND 7501 SOUTH 49TH STREET)
(VERIDIAN HOMES, LLC, APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a preliminary plat for Pleasant View Reserve Subdivision, such plat being a redivision of part of Parcel 3 of Certified Survey Map No. 6949 recorded in the Milwaukee County Register of Deeds office as Document No. 8064321 and part of the Southwest 1/4 of the Northeast 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 11, all being a part of the Southwest 1/4 of the Northeast 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the properties located at 7475 South 49th Street and 7501 South 49th Street, bearing Tax Key Nos. 759-9981-010 and 788-9981-003, Veridian Homes, LLC, applicant; said preliminary plat having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof at its meeting on March 4, 2021, pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Preliminary Plat of Pleasant View Reserve Subdivision, as submitted by Veridian Homes, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

VERIDIAN HOMES, LLC – PRELIMINARY PLAT
RESOLUTION NO. 2021-_____

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3. Veridian Homes, LLC, successors and assigns and any developer of the Pleasant View Reserve 53 lot and 2 outlot subdivision development shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Pleasant View Reserve 53 lot and 2 outlot subdivision development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
4. The approval granted hereunder is conditional upon Veridian Homes, LLC and the Pleasant View Reserve 53 lot and 2 outlot subdivision development project for the properties located at 7475 South 49th Street and 7501 South 49th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
5. The Pleasant View Reserve 53 lot and 2 outlot subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
6. The applicant must obtain A Natural Resource Special Exception for impacts to protected natural resources prior to recording the Final Plat. Should such impacts be attributable to public streets, public sidewalks, or public trails, a practicable alternatives analysis pursuant to City of Franklin Ordinance No. 2016-2224 may be appropriate.
7. All utility easements shall be located along rear lot lines, and in mid-block locations where necessary, and shown on the face of the plat prior to submittal of the Final Plat
8. Written conservation easements shall be submitted as part of the Final Plat Application for Common Council review and approval, and recording with the Milwaukee County Register of Deeds Office at the time of recording the Final Plat.
9. All wetland buffers and all wetland setbacks shall be included within both a Conservation Easement Those setbacks and buffers not within an Outlot shall have conservation signage to delineate the area(s) as protected and unbuildable. The plat “Conservation Easement Restrictions” shall be depicted on the face of the plat, for Department of City Development review and approval prior to submittal of the Final Plat.

VERIDIAN HOMES, LLC – PRELIMINARY PLAT
RESOLUTION NO. 2021-_____

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10. All necessary approval(s) from the Wisconsin Department of Natural Resources and/or United States Army Corps of Engineers shall be submitted to the City as part of the Final Plat Application.
11. A draft of the declaration of deed restrictions, protective covenants, and the legal instruments and rules for any proposed Wisconsin non-profit membership corporation (homeowners association) whereby the subdivider intends to regulate land uses in the proposed subdivision and otherwise protect the proposed development shall be submitted to the City as part of the Final Plat for review and approval solely as to form and as such may pertain to existing city rules and regulations.
12. Any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.
13. The Final Plat shall be in full compliance with all pertinent City of Franklin Design Standards and Construction Specifications.
14. The pedestrian trail shall be 10' wide, paved, and installed simultaneously with the construction of 49th Court. The connection to point to Pleasant View Park must align with the future park trail.
15. All necessary approvals and required documentation shall be obtained and provided to the City of Franklin to confirm dedication and construction of the remaining right-of-way associated with S. 50th Street, including a complete sidewalk extending to the north edge of the development, prior to submittal of the Final Plat.
16. The applicant shall provide as part of the final plat, a sidewalk along the street for S. 50th Court, as required by §15-8.0107, §15-5.0103, and Table 7.5 of the Comprehensive Master Plan. Sidewalks are not required in the bulb of the cul-de-sac.
17. All necessary approvals and required documentation shall be obtained and provided to the City of Franklin to confirm dedication and construction of the remaining right-of-way associated with Marquette Avenue, including right-of-way dedication along the south side of Marquette Avenue, connecting to the existing school sidewalk, prior to submittal of the Final Plat
18. The applicant shall revise Lot two (2) to depict the required 30' front yard setback on Marquette Avenue, and minimum 19' corner side yard setback on 51st Street (§15-3.0207).

VERIDIAN HOMES, LLC – PRELIMINARY PLAT
RESOLUTION NO. 2021-_____

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Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2021.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2021.

APPROVED:

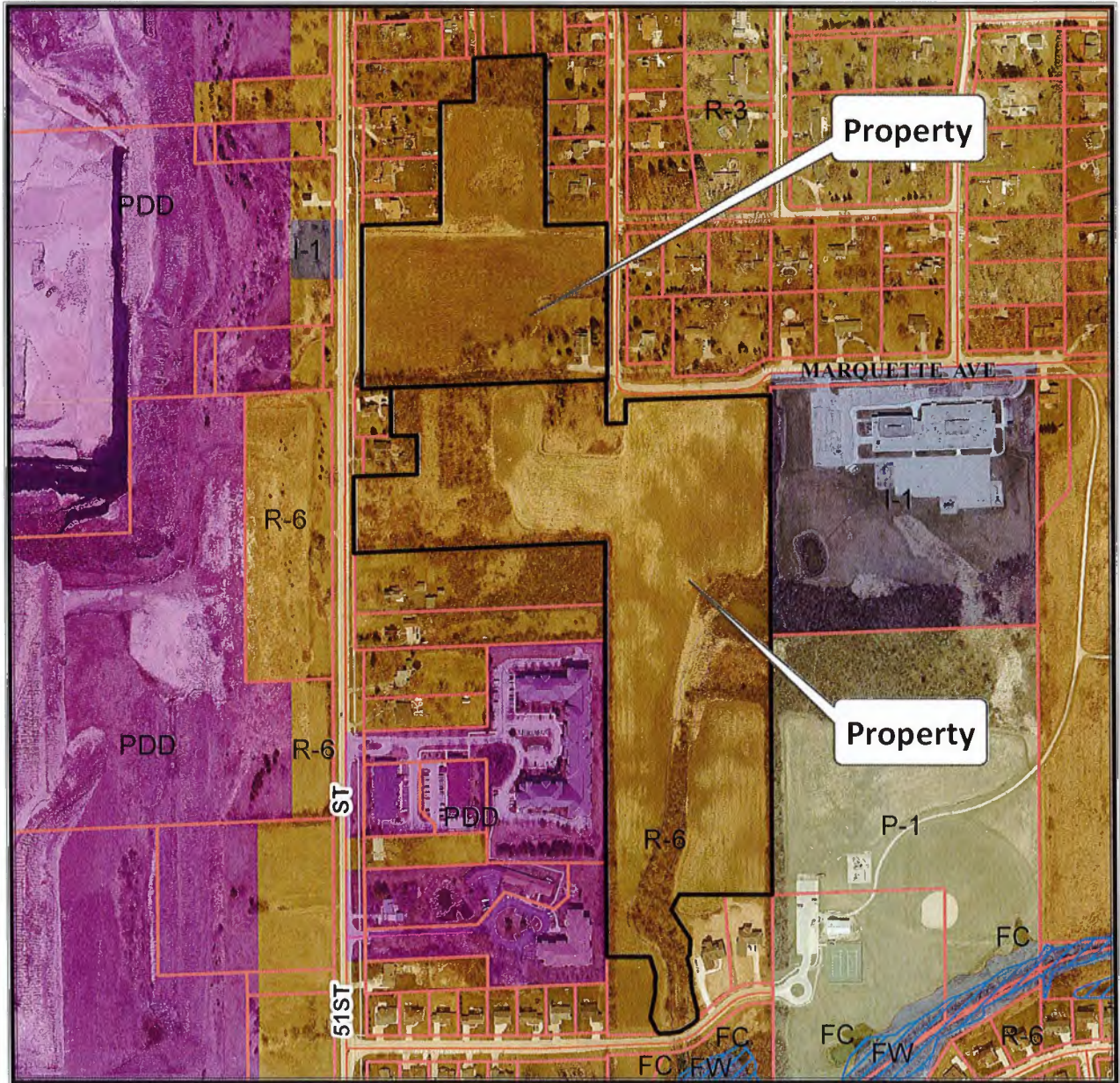
Stephen R. Olson, Mayor

ATTEST:

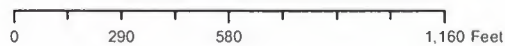
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

7475 S. 49th Street & 7501 S. 49th Street
 TKNs: 759 9981 010 & 788 9981 003

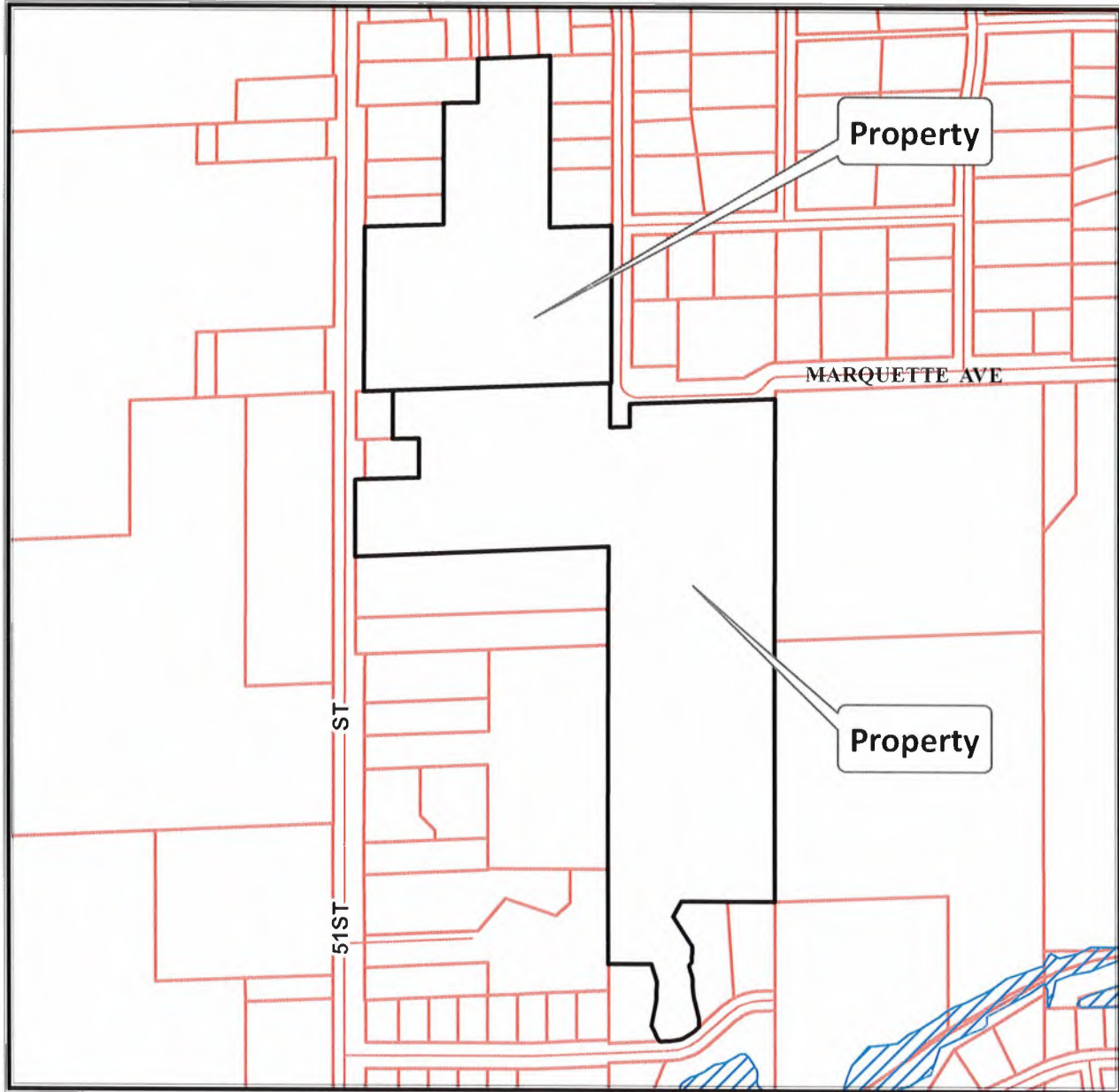


Planning Department
 (414) 425-4024



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

7475 S. 49th Street & 7501 S. 49th Street
TKNs: 759 9981 010 & 788 9981 003



Planning Department
(414) 425-4024



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



February 12, 2021

City of Franklin
Attn: Marion Ecks
Department of City Development
9229 W Loomis Road
Franklin, WI 53132

Re: Staff Comments for Pleasant View Reserve Preliminary Plat
(TKNs 788 9981 003 and 759 9981 010)

Dear Ms. Ecks,

This letter is in response to comments received on February 5, 2021 the Pleasant View Reserve Preliminary Plat (TKNs 788 9981 003 and 759 9981 010).

Prior Approvals

1. On April 16, 2019, a Natural Resources Special Exception was obtained for impacts to wetlands and related setback and buffer on the former Oak Ridge Subdivision Plat parcel. A mitigation plan for these impacts was required as a condition of that approval. The relevant WI DNR permits expired in 2020 without completion of mitigation. The current applicants have obtained both Army Corps and WI DNR exemptions which, as a result of WI Stat §281.36 (2019) preclude the City of Franklin from enforcing local natural resource protection standards on these wetlands.
 - **Excel Engineering Response: Noted.**
2. Condition no. 12 of Resolution No. 2019-7494 for the preliminary plat for Pleasant View Estates requires that all wetland buffers and all wetland setbacks shall be included within both a Conservation Easement, and those not within an Outlot shall have conservation signage to delineate the area(s) as protected and unbuildable. The plat “Conservation Easement Restrictions” shall be depicted on the face of the plat, for Department of City Development review and approval prior to submittal of the Final Plat.
 - **Excel Engineering Response: Noted. The Conservation Easement will include only the wetland buffer as proposed. The wetland setback will not be included in the Conservation Easement, consistent with previous projects approved by the City. “Conservation Easement Restrictions” will be added to the face of the final plat.**
3. Several prior approvals refer to a paved trail from Marquette Avenue to Pleasant View Park, as a condition of Resolution No. 2016-1206 of the preliminary plat of Evergreen Park Estates, Resolution No. 2018-7375 of the final plat for Evergreen Park Estates, and conditions nos. 6 and 7 of Resolution No. 2019-7494 for the preliminary plat for Pleasant View Estates. The applicants may request that the trail crossing of the wetland area be a boardwalk. Any impacts to wetland, wetland setback, and/or wetland buffer, will require a Natural Resource Special Exception (§15-10.0208), or practicable alternatives analysis pursuant to Ordinance. No. 2016-2224 Alternatives Analysis for Public Road Purposes.
 - **Excel Engineering Response: Noted.**

4. The City's Comprehensive Master Plan identifies Marquette Avenue as a Collector Street, and per Table 15-5.0103 of the UDO, the right-of-way width should be 80 feet. Please also note condition no. 24 of Resolution No. 2018-7375. However, it was concluded during reviews of earlier preliminary plats of these properties, that this portion of Marquette Avenue may be dedicated and constructed as a Minor Street with a right-of-way width of 66 feet. The shown width is therefore acceptable to the Planning Department.
 - **Excel Engineering Response: Noted.**

Unified Development Ordinance (UDO) Requirements

Design Standards

5. Zoning for the proposed plat is R-6 Suburban Single-Family Residence District. All proposed lots meet the lot size and building setback requirements of the district standards (§15-3.0207).
 - **Excel Engineering Response: Noted.**
6. Please provide utility easements along rear lot lines, and in mid-block locations where necessary, as required by §15-5.0105.D. of the UDO. Please note that these utility easements are required to be shown on the Final Plat. Please coordinate with the Engineering Department on all required utility easements for City review and approval.
 - **Excel Engineering Response: Noted. The utility easements will be coordinated with respective utility companies/Franklin Engineering Department and shown on the Final Plat.**
7. Note that the Final Plat must conform to the standards of Section 15-8.0100, subject to the approval of the Engineering Department. See also comments regarding required improvements below.
 - **Excel Engineering Response: Noted.**
8. Note that South 50th St. must be improved. Please continue to coordinate with the Engineering Department on the design and construction of S. 50th, and the looping of the water main.
 - **Excel Engineering Response: Noted. In good faith, Veridian Homes has agreed to pay for the design of S 50th and water main loop in Minnesota to S 51st. Per the City Engineer, The City of Franklin will be responsible for all construction related costs associated with the public improvements for S 50th and the water main loop in Minnesota to S 51st.**
9. Please continue to coordinate with the Engineering Department regarding the sidewalks on Marquette Avenue. The Planning Department recommends the inclusion of a complete contiguous sidewalk on the south side of the street which extends from S. 51st St. to the east to meet with the existing sidewalk on the Pleasant View School property.
 - **Excel Engineering Response: Noted.**

General Plat Data

10. Please include water elevation of any water features including wetlands, the date of the survey and approximate high and low water elevations (§15-7.0502.D)
 - **Excel Engineering Response: The water elevation of applicable features has been added to the Preliminary Plat.**
11. Please depict any existing easements for utilities, in addition to their location (§15-7.0502.F, §15-5.0105D, etc.).

- **Excel Engineering Response: All existing easements that were contained in title commitment for the property are shown on the Preliminary Plat.**

12. Please include the radius of curves (§15-7.0502N)

- **Excel Engineering Response: Noted, additional radii dimensions added.**

13. Soils – note that for clarity purposes, this information should be placed on the Master Grading Plan

- Identify and label the soil types as required by (§15-7.0502.R.)
- Indicate the location of any soil boring tests conducted per the standards of §15-7.0502.S.
 - **Excel Engineering Response: The Master Grading Plan has been updated with soil information added. The soil information has been removed from the Preliminary Plat.**

Site Intensity and Capacity Calculations

14. Staff notes that Site Intensity calculations have been prepared according to the standards of Division 15-3.0500, and that the proposed development meets base requirements regarding density and buildable area.

- **Excel Engineering Response: Noted.**

Natural Resources

15. Any impacts to non-exempt wetland, wetland setback, and/or wetland buffer, will require a Natural Resource Special Exception (§15-10.0208), or practicable alternatives analysis pursuant to Ordinance No. 2016-2224 Alternatives Analysis for Public Road Purposes.

- **Excel Engineering Response: Noted. Any impacts to the non-exempt wetland, wetland setback, and/or wetland buffer (proposed trail crossing) will obtain appropriate approvals/exceptions prior to the Phase 2 proposed trail crossing the wetland. Disturbance within the wetland setback will conform to (§15- 4.0102.I.1) and not require a Natural Resource Special Exception for subdivision grading, consistent with previous projects approved in the City.**

16. Please submit conservation easements for areas of preserved natural resources (§15- 4.0103.B.1.d, §15-7.0201.H, §15-5.0109.A, etc.). Staff recommends that no part of a conservation easement be located on an individual parcel, but rather be located entirely within outlots.

- If a conservation easement must exist on an individual property, staff recommends marking the location of the conservation easement with signage or boulders
- Also note comments No. 2, 33 and 34 regarding conservation easements.
 - **Excel Engineering Response: Noted. Conservation Easements will be provided in association with the Final Plat. The conservation easement is shown on the NRPP sheets.**

Natural Resource Protection Plan (NRPP)

17. Please indicate the amount and type of any areas of overlapping natural resource features (§15-4.0102.K).

- **Excel Engineering Response: Noted, there are no overlapping natural resource features.**

18. Please label the adjoining City of Franklin parkland, and include the owner name (§15-7.0201.G).

- **Excel Engineering Response: Preliminary Plat/NRPP has been updated.**
19. Please verify that all easements on (immediately adjacent to) the property line are depicted on the NRPP map (§15-7.0201.H).
- **Excel Engineering Response: All Easements listed in the current title commitment for the subject property have been depicted on the Preliminary Plat and NRPP Map.**
20. Indicate any areas of the site where natural resources are to be mitigated (§15-7.0201.J).
- **Excel Engineering Response: Noted. No areas of the site include proposed mitigation.**
21. Indicate preservation and mitigation areas to be included in conservation easements on the NRPP map (§15-7.0201.K and §15-7.0201.J).
- **Excel Engineering Response: Noted. The Conservation Easement is shown on the NRPP Map.**
22. Staff notes that, while we do not recommend the protection of individual trees via conservation easements, the applicant’s proposal regarding possible tree preservation with input from the City Forrester is noted and has been referred to him for further review.
- **Excel Engineering Response: Noted.**
23. Please graphically and numerically depict all of the natural resource features that will be disturbed and those that will be preserved (§15-7.0201.J). This includes disturbances for public improvements such as the proposed trail.
- **Excel Engineering Response: Noted. The trail is proposed to be a boardwalk with no natural resource impacts. The crossing has been noted on the NRPP Maps and appropriate approvals/exceptions for the trail crossing will be completed prior to Phase 2.**

Required Improvements for Land Divisions

24. Section 15-8.0100 of the UDO sets forth the required improvements for all land divisions. Closely review and incorporate that information onto the Preliminary Plat, or associated plans, as appropriate. Additional information about these requirements, and any questions about them, can be directed to the Engineering Department.
- **Excel Engineering Response: Noted.**
25. Please include a sidewalk on at least one side of S. 50th Court, as required by §15-8.0107
- **Excel Engineering Response: Section §15-8.0107 does not require sidewalks on cul de sacs, this is also consistent with previous developments.**
26. Staff recommends that the trail be constructed at the same time as S. 49th Court.
- **Excel Engineering Response: Noted. This is the intent for the development.**
27. Note that improvements including streets and utilities must be installed prior to recording of the Final Plat (§15-2.0303.A). Alternatively, the applicant may enter into a Subdivider’s (“Developer’s”) agreement with the City of Franklin, and provide a letter of credit for improvements (§15-2.0303.B).
- **Excel Engineering Response: Noted.**

Staff Recommendations

Plat

28. Staff recommends depicting nearby floodplain limits on the plat, in accordance with §15-7.0502.E.
- **Excel Engineering Response: The Preliminary Plat has been updated.**
29. During review of the previous Pleasant View Estates preliminary plat, staff suggested that the 49th St. cul-de-sac be extended southward from Marquette Avenue, up to the full 800' that is allowed by the UDO for cul-de-sacs, to allow the creation of additional lots, and to provide frontage/access opportunities for any future land divisions of the adjacent properties to the west. The previous Preliminary Plat was approved without this feature, however it is noted should current developers wish to pursue it. This may require a Natural Resource Special Exception and/or Alternatives Analysis for Public Road Purposes.
- **Excel Engineering Response: Noted, there is no intent to deviate from the proposed Pleasant View Reserve Preliminary Plat layout.**
30. Staff recommends that Outlot 2 be revised to encompass all wetland setbacks and wetland buffers, and that the adjacent lots be revised accordingly.
- **Excel Engineering Response: Outlot 2 will remain as depicted on the Preliminary Plat with wetland setbacks in private lots, consistent with previous developments.**
31. Staff recommends that all grading and land disturbing activities be kept out of the tree line associated with the Vance Trust property boundary (which appears more likely to be part of a young woodland). Staff suggests that all grading and land disturbing activities be kept out of all tree lines.
- **Excel Engineering Response: Grading will protect the Vance Trust tree line to the maximum extent practicable, as shown on the Master Grading Plan. It is not possible to protect all on-site tree lines per improvements required (asphalt path, stormwater facilities, grading, etc.) in the Preliminary Plat and Master Grading Plan.**
32. As a number of requirements and staff recommendations noted above (in particular comments no. 29 regarding 49th St., and comment no. 30 regarding outlot 2), may affect the layout of the subdivision and the number of lots that can be developed, *staff notes that the applicants may wish to propose a time extension for continued review when a revised Preliminary Plat is submitted, if redesign is proposed.*
- **Excel Engineering Response: A time extension is not requested and no layout changes are proposed.**

Natural Resource Protection Plan (NRPP)

33. In the Conservation Easement Document, please provide individual exhibit(s) for all natural resources that are to be protected as part of this development. This includes but is not limited to wetland buffers and wetlands.
- a. Staff suggests that the wetland setbacks also be included within the conservation easement.
 - b. If wetland setbacks would extend into individual lots, staff recommends that the setbacks be included within the conservation easement.
- **Excel Engineering Response: The Conservation Easement will include the wetland buffer as proposed and consistent with previous projects. The Conservation Easement Document will be provided in conjunction with the Final Plat.**

Declaration of Deed Restrictions, Protective Covenants, Conservation Easements, and Homeowner's

Association

34. Note that §15-7.0603 requires submittal of any Declaration of Deed Restrictions, Protective Covenants, Conservation Easements, and Homeowners' Association prior to approval of the Final Plat. These documents are subject to review by the City Attorney.
- **Excel Engineering Response: Noted, these will be provided in conjunction with the Final Plat.**

Sign Plan

35. If a subdivision monument sign is proposed in the future, it requires a separate application and review and approval by the Plan Commission.
- **Excel Engineering Response: Noted, this will be submitted as a separate item.**

The Preliminary Plat, NRPP, and Project Plans have been revised per your comments above. Please accept for review and approval at Plan Commission on March 4, 2021 and Common Council on March 16, 2021. Please let me know if you have any comments, questions, or need additional information.

Sincerely,

Excel Engineering, Inc.



Grant Duchac, PE

Preliminary Plat Submittal for Pleasant View Reserve Marquette Ave between S 51st Street & S 49th Street

USE STATEMENT

The proposed plan incorporates 53 detached single family home sites on 38.66 acres with more than 38% open space. Each home site will have one single family home and attached garage (with 2 or 3 garage stalls). The net density of the neighborhood is 1.37 homes per acre. The current zoning is R-6 and will remain R-6 for the proposed development. The Future Land Use Map 2025 also shows the property as residential

PROJECT SUMMARY, MARKET ANALYSIS AND FINANCIAL PLAN

As indicated above in the Use Statement, the proposed neighborhood will have 53 detached single family homes on 38.66 acres. The proposed zoning is consistent with the existing zoning, and the property has been previously approved as two (2) separate preliminary plats; one north of Marquette Ave and one south of Marquette Ave. The proposed Pleasant View Reserve Preliminary Plat combines the entire area into one development and plat

The minimum home site size allowed with this zoning is 11,000sf. The smallest proposed home site size is 11,330sf and the largest is 28,965sf with an average size of 15,918 sf.

An asphalt path will connect the residential development to the existing Pleasant View Neighborhood Park located to the southeast of the site. The path will connect to the S 49th Street cul de sac and provide greater accessibility for the region to the City Park.

The neighborhood is planned to be built in two (2) phases with an overall development budget of approximately \$3,700,000. Initial construction on Phase 1 will commence in spring of 2021 with completion expected fall of 2021. Phase 1 will be constructed simultaneously with the City of Franklin Marquette Ave project. Phase 2 would follow a similar timeframe in 2022. All infrastructure would be designed and built to the City's standards. Phase 1 will include 25 home sites and Phase 2 will complete the 28 remaining home sites. All site improvements shall be the responsibility of the applicant with no cost to the City of Franklin, excepting the City of Franklin Marquette Ave & N 50th/Minnesota public projects. The cost of improvements dedicated to the City (including streets, sidewalks, storm is expected to approach \$2,200,000.

Home construction would start as soon as possible after the site improvements have been completed, currently estimated as fall 2021. Ranch and 2-story homes ranging from approximately 1,800sf to 3,500sf are planned with base pricing ranging from \$450,000 to \$600,000. The anticipated absorption rate is 26 homes per year which translates into a 2 year sales plan. The average sales price is estimated at \$520,000 which leads to an increase of approximately \$27,560,000 in assessable value to the City as well as more than \$345,242 in impact fees (based on the 5/1/2020 update).



PROJECT INFORMATION

PLEASANT VIEW RESERVE PRELIMINARY PLAT

S 51ST STREET & W MARQUETTE AVENUE • FRANKLIN, WI 53132

PRELIMINARY PLAT

SHEET DATES	DEC. 23, 2022
DATE	FEB. 13, 2023

JOB NUMBER
20448-40

SHEET NUMBER
PP-N

PRELIMINARY PLAT PLEASANT VIEW RESERVE

BEING A REVISION OF PART OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 6649 AND PART OF THE SW 1/4 OF THE NE 1/4, AND PART OF THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 11, ALL BEING A PART OF THE SW 1/4 OF THE NE 1/4 AND THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 10 WEST, COUNTY OF MILWAUKEE COUNTY, WISCONSIN.

John Wagner, Professional Land Surveyor, No. 17, 1st St. E.,
Milwaukee, WI 53212
This plat has been prepared with the approval of Chapter 236 of the
Wisconsin Statutes, and the approval of the Board of Surveying and
Mapping, State of Wisconsin, Department of Natural Resources,
Milwaukee, Wisconsin, on February 13, 2023.

John Wagner, PLS, No. 17
John Wagner, PLS, No. 17
John Wagner, PLS, No. 17
John Wagner, PLS, No. 17



NOTES
1. The Pleasant View Reserve is a portion of Parcel 3 of Certified Survey Map No. 6649 and a portion of the SW 1/4 of the NE 1/4, and a portion of the NW 1/4 and SW 1/4 of the SE 1/4 of Section 11, all being a part of the SW 1/4 of the NE 1/4 and the NW 1/4 and SW 1/4 of the SE 1/4 of Section 11, Township 11 North, Range 10 West, County of Milwaukee, Wisconsin. The Pleasant View Reserve is located within the boundaries of the City of Franklin, Wisconsin.

LEGEND
EXISTING ROAD CENTER LINE
EXISTING CURB WALK
WATER SERVICE WALK
EXISTING SIDEWALK
EXISTING SIDEWALK AND MANHOLE
EXISTING SANITARY SEWER AND MANHOLE
EXISTING WATER LINE AND HYDRANT
EXISTING OVERHEAD UTILITY LINE
EXISTING UNDERGROUND ELECTRIC CABLE
EXISTING UNDERGROUND GAS LINE
EXISTING CABLE AND CATCHER
EXISTING GROUND CONTOUR
PROPOSED LINE
RIGHT-OF-WAY LINE
ADJACENT PROPERTY LINE
PROPOSED BOUNDARY CONTOUR
1" = 40' SCALE

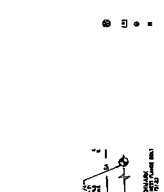
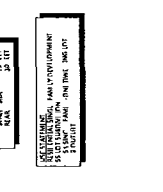
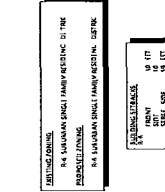
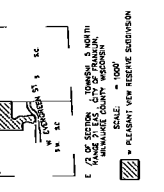
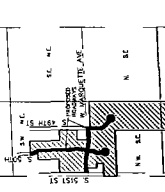
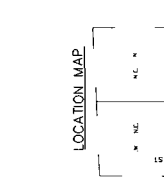
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WATER SERVICE WALK
EXISTING SIDEWALK
EXISTING SIDEWALK AND MANHOLE
EXISTING SANITARY SEWER AND MANHOLE
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PROPOSED BOUNDARY CONTOUR
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EXISTING CURB WALK
WATER SERVICE WALK
EXISTING SIDEWALK
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EXISTING OVERHEAD UTILITY LINE
EXISTING UNDERGROUND ELECTRIC CABLE
EXISTING UNDERGROUND GAS LINE
EXISTING CABLE AND CATCHER
EXISTING GROUND CONTOUR
PROPOSED LINE
RIGHT-OF-WAY LINE
ADJACENT PROPERTY LINE
PROPOSED BOUNDARY CONTOUR
1" = 40' SCALE



TOTAL AREA
38,660 ACRES
1,684,039 SQ. FT.

CONVEYANCE
TO THE CITY OF FRANKLIN, WISCONSIN
FROM JOHN WAGNER, PLS, NO. 17
DATE: FEBRUARY 13, 2023

LEGAL DESCRIPTION
A PORTION OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 6649 AND A PORTION OF THE SW 1/4 OF THE NE 1/4, AND A PORTION OF THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 10 WEST, COUNTY OF MILWAUKEE COUNTY, WISCONSIN.

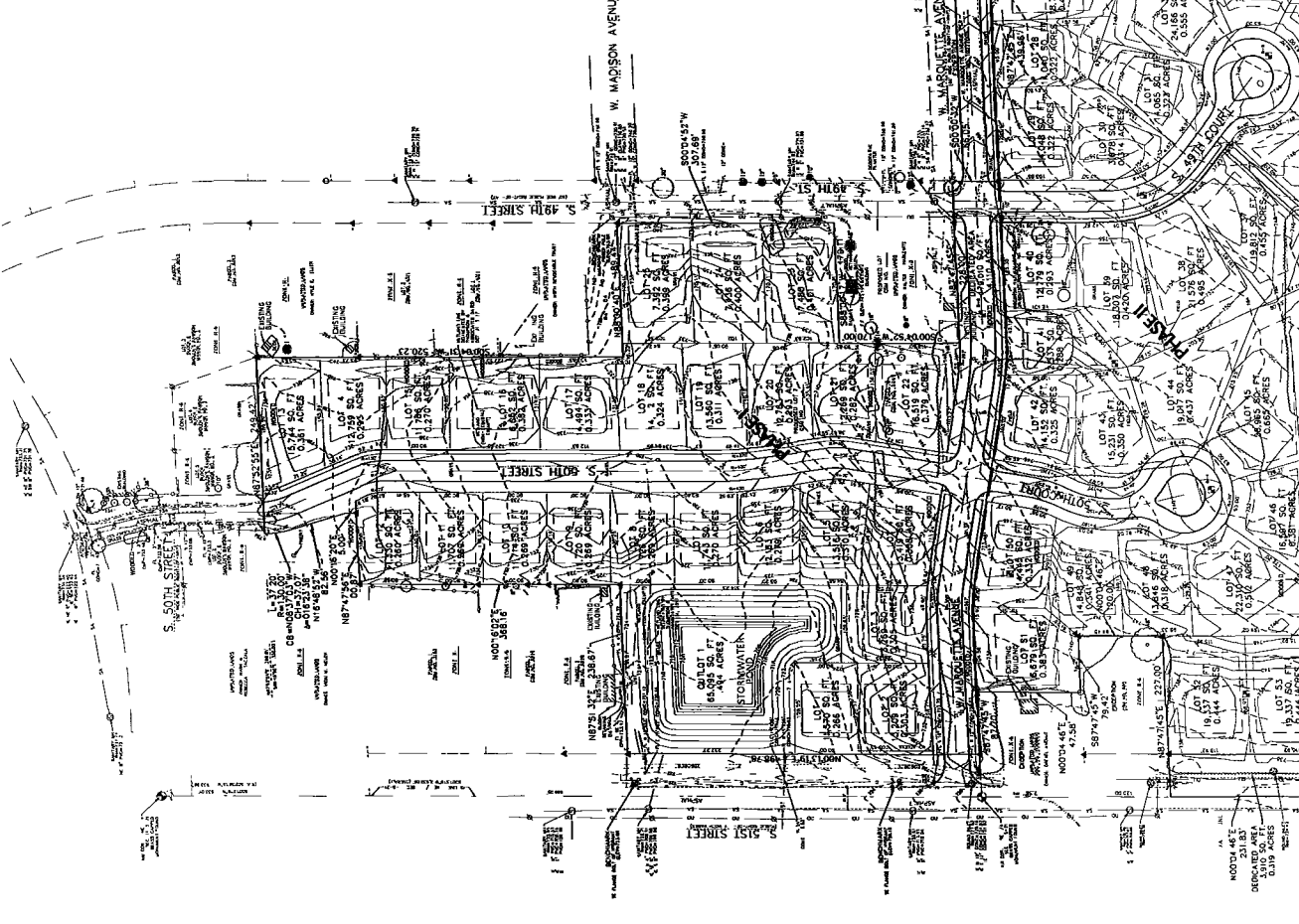
ADJACENT OWNERS
N. HAWAIIAN STREET FAMILY TRUST, LLC
N. HAWAIIAN STREET FAMILY TRUST, LLC
N. HAWAIIAN STREET FAMILY TRUST, LLC

ADJACENT OWNERS
N. HAWAIIAN STREET FAMILY TRUST, LLC
N. HAWAIIAN STREET FAMILY TRUST, LLC
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ADJACENT OWNERS
N. HAWAIIAN STREET FAMILY TRUST, LLC
N. HAWAIIAN STREET FAMILY TRUST, LLC
N. HAWAIIAN STREET FAMILY TRUST, LLC



PRELIMINARY PLAT PLEASANT VIEW RESERVE - NORTH



PROJECT INFORMATION

S 51ST STREET & W MARQUETTE AVENUE • FRANKLIN, WI 5312

PLEASANT VIEW RESERVE

PRELIMINARY PLAN

DATE: 12/23/2020

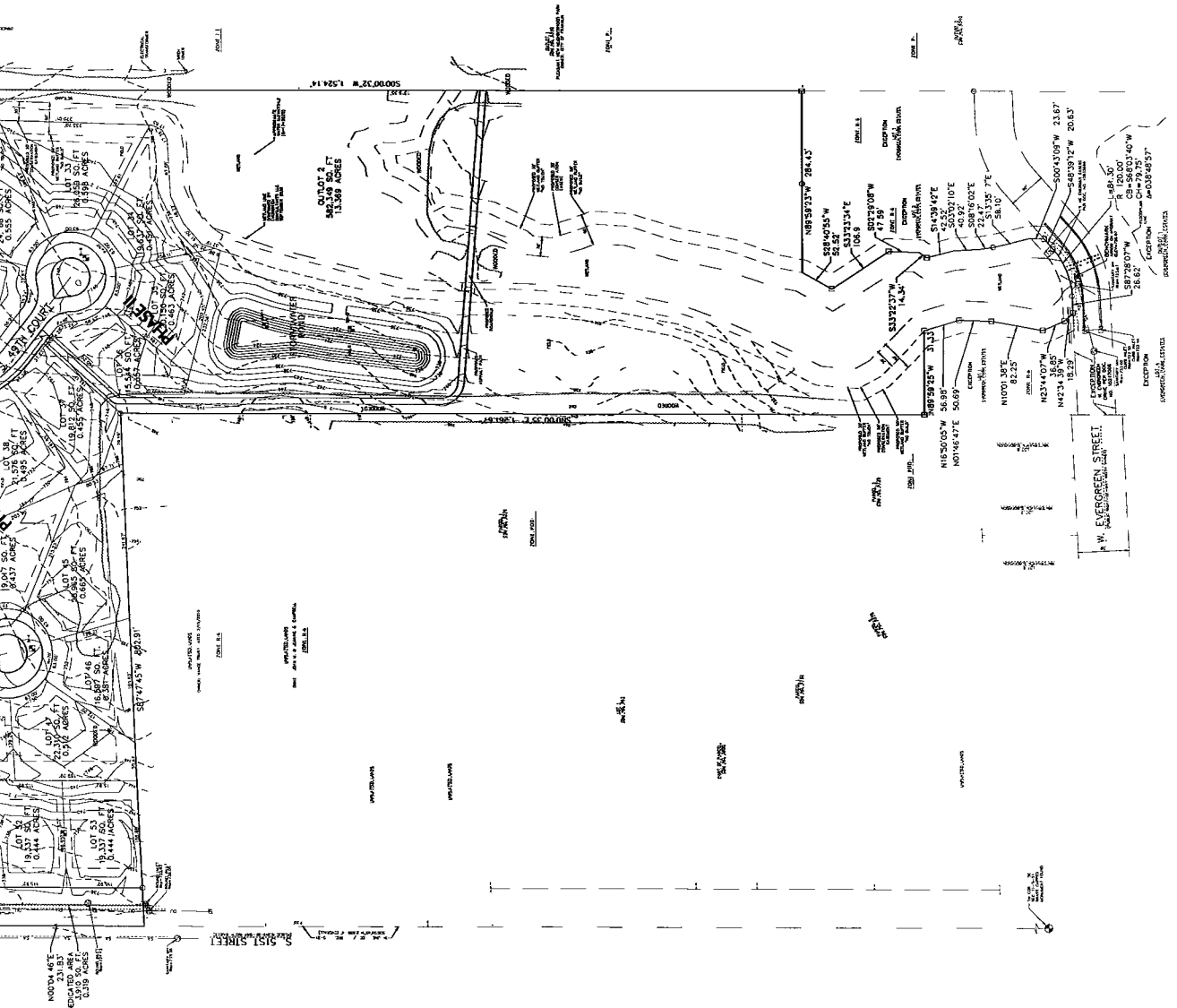
SHEET DATE: DEC 23, 2020

SHEET NUMBER: 20-48-40

JOB NUMBER: 20-48-40

SHEET NUMBER: PP-S

PRELIMINARY PLAN
PLEASANT VIEW RESERVE
BEING A REVISION OF PART OF PARCELS 3 OF CERTIFICATES NO. 89 AND 90 AND PART OF PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND 15 OF THE NE 1/4 AND THE SW 1/4 OF SECTION 11, ALL BEING A PART OF THE SW 1/4 OF THE NE 1/4 AND THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 3 NORTH RANGE 21 EAST IN THE CITY OF FRANKLIN MILWAUKEE COUNTY, WISCONSIN.



LEGEND:

- EXISTING ROUND PAVED DRIVE
EXISTING ASPHALT DRIVE
EXISTING WALK IN DRIVE
WATER SERVICE WALK
TELEPHONE PEDESTAL
ELECTRIC PEDESTAL
ELECTRIC TRANSFORMER
CABLE TV PEDESTAL
UTILITY POLE W/ 0. W/ 2. W/ 3. W/ 4. W/ 5. W/ 6. W/ 7. W/ 8. W/ 9. W/ 10. W/ 11. W/ 12. W/ 13. W/ 14. W/ 15. W/ 16. W/ 17. W/ 18. W/ 19. W/ 20. W/ 21. W/ 22. W/ 23. W/ 24. W/ 25. W/ 26. W/ 27. W/ 28. W/ 29. W/ 30. W/ 31. W/ 32. W/ 33. W/ 34. W/ 35. W/ 36. W/ 37. W/ 38. W/ 39. W/ 40. W/ 41. W/ 42. W/ 43. W/ 44. W/ 45. W/ 46. W/ 47. W/ 48. W/ 49. W/ 50. W/ 51. W/ 52. W/ 53. W/ 54. W/ 55. W/ 56. W/ 57. W/ 58. W/ 59. W/ 60. W/ 61. W/ 62. W/ 63. W/ 64. W/ 65. W/ 66. W/ 67. W/ 68. W/ 69. W/ 70. W/ 71. W/ 72. W/ 73. W/ 74. W/ 75. W/ 76. W/ 77. W/ 78. W/ 79. W/ 80. W/ 81. W/ 82. W/ 83. W/ 84. W/ 85. W/ 86. W/ 87. W/ 88. W/ 89. W/ 90. W/ 91. W/ 92. W/ 93. W/ 94. W/ 95. W/ 96. W/ 97. W/ 98. W/ 99. W/ 100.

NOTE: THE ENGINEER HAS REVIEWED THE RECORD PLANS AND THE PROPERTY RECORDS FOR THE PROJECT AND HAS FOUND THAT THE SHOWN SIZE AND LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON THE RECORD PLANS AND THE PROPERTY RECORDS. THE ENGINEER HAS NOT CONDUCTED ANY FIELD SURVEY TO VERIFY THE LOCATION OF UNDERGROUND UTILITIES. THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

PRELIMINARY PLAN - PLEASANT VIEW RESERVE SOUTH

EXCEL
Always a Better Plan
Excelsior & Associates, s.p.a.
100 Cambridge Drive
Franklin, WI 53132
Phone: (262) 593-7939
www.excelproject.com

S. 51ST STREET & W. MARQUETTE AVENUE • FRANKLIN, WI 53132

VERIDIAN HOMES

NATURAL RESOURCES PROTECTION PLAN

PROJECT NUMBER: 2044840

SHEET NUMBER: NRPP

NOT FOR CONSTRUCTION

PRELIMINARY DATES: DEC. 18, 2020 - FEB. 12, 2021

OWNER:
VERIDIAN HOMES
100 Cambridge Drive
Franklin, WI 53132

DESIGNER:
Excelsior & Associates, s.p.a.
100 Cambridge Drive
Franklin, WI 53132

LEGAL DESCRIPTION:
Part of Parcel 3 of Certified Survey Map No. 8949 and part of the SW 1/4 of the NE 1/4, and part of the SE 1/4 of the NW 1/4 of Section 11, Town of S. North Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

PROPERTY AREA:
AREA = 1,084,039 S.F. (24.860 ACRES)

EXISTING ZONING:
R-6

VERIDIAN: THE CALCULATION OF RESOURCE PROTECTION

Natural Resource Features	Percentages: Number of Acres (with applicable number of Features) within the Study Area		Acres of land in Resource Features
	Wooded	Non-Wooded	
Tree Canopy	95%	4%	0.28
Wetlands	9%	4%	0.12
Wildlife	9%	4%	0.12
Native Plant/Animal Species	8%	4%	0.11
Wetland	4%	4%	0.12
Water	1%	1%	0.02
Historical	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02
Other	1%	1%	0.02

WOODLAND NOTE:
IN COMPLIANCE WITH THE PREVIOUS PRELIMINARY PLANS OF THE PROJECT, THIS PROJECT IS SUBJECT TO THE WOODLAND SURVIVAL CRITERIA. THE SURVIVAL CRITERIA REQUIRE THAT THE PROPOSED CONSTRUCTION SHALL BE LOCATED IN WOODED AREAS OR MATURE WOODLAND CRITERIA.

- LEGEND:**
- EXISTING ROAD (10'-0" R/W)
 - EXISTING CURB WALK
 - WATER WALK IN BOY
 - WATER SERVICE VALVE
 - EXISTING SIGN
 - TELEPHONE POST/STAKE
 - EXISTING FENCE
 - ELECTRIC TRANSFORMER
 - CABLE TV POST/STAKE
 - UTILITY POLE
 - UTILITY POLE WITH GUY WIRE
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - OPEN SPACE
 - 4" 1" R/W (10'-0" R/W)
 - 4" 1" R/W (10'-0" R/W)

WOODED AREA:
EXISTING CHAINLINK FENCE
EXISTING WOOD FENCE
EXISTING WOOD WIRE FENCE
EXISTING STONE SEWER AND MANHOLE
EXISTING WATER LINE AND HYDRANT
EXISTING OVERHEAD UTILITY LINE
EXISTING UNDERGROUND ELECTRIC CABLE
EXISTING CURB AND GUTTER
EXISTING GROUND CONTOUR

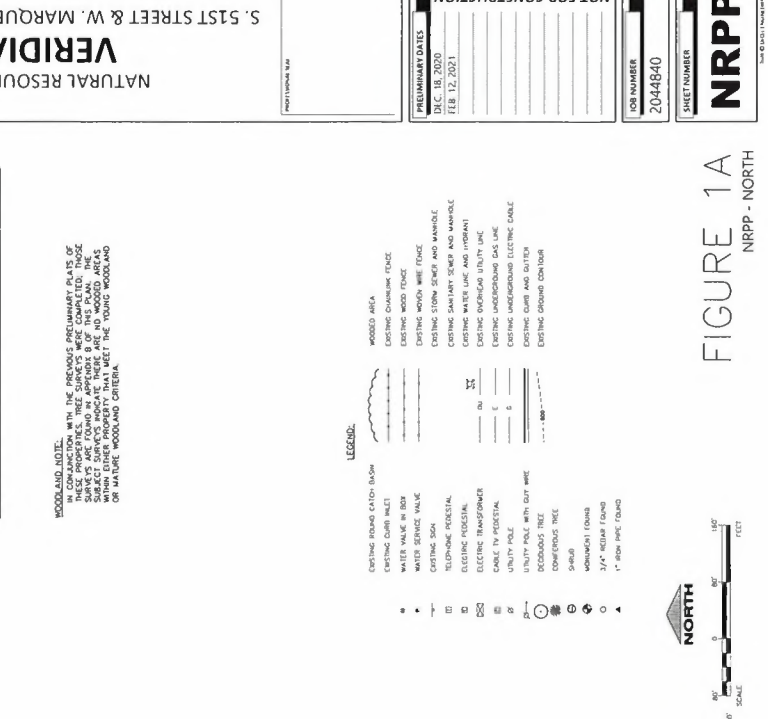


FIGURE 1A
NRPP - NORTH

SCALE
1" = 400' SCALE
NORTH
0 100 200 300 FEET

NATURAL RESOURCE PROTECTION PLAN

For: Veridian Homes

Located on the future West Marquette Avenue extension between South 51st Street and South 49th Street in Franklin, Wisconsin

The protection plan area contains 38.66 acres within lands to be developed by Veridian Homes located north and south of the future West Marquette Avenue extension between South 51st Street and South 49th Street being a part of Section 11, T 5N, R 21E in the City of Franklin, Milwaukee County, Wisconsin.

**Tax PIN #'s: 759-9981-010 (a.k.a 7475 South 49th Street)
Part of 759-9980-000
788-9981-003**

**December 18, 2020
*Revised February 12, 2021***

Prepared For:
**Veridian Homes, LLC
Attn: Matt Cudney
6801 S. Towne Drive
Madison, WI 53713**

Prepared By:
**Grant Duchac
Excel Engineering, Inc.
100 Camelot Drive
Fond du Lac, WI 54935**

EXCEL PROJECT # 2041760

Table of Contents

➤ Introduction.....	Section 1
➤ Methodology.....	Section 2
➤ Results.....	Section 3
➤ Natural Resource Disturbance & Protection.....	Section 4
➤ Conclusion.....	Section 5

Figures

FIGURE 1 - Natural Resource Protection Plan

FIGURE 2 - Preliminary Plat

Appendixes

Appendix A - Site Intensity & Capacity Calculations

Appendix B - Tree Surveys

Appendix C - Navigability Determination

Appendix D - Wetland Jurisdictional Determination & Non-Federal Exemption

1. Introduction:

The proposed project is comprised of all or parts of three (3) parcels of land totaling 38.66 acres in the City of Franklin, Milwaukee County, Wisconsin. The property lies north and south of the proposed West Marquette Avenue extension between South 51st Street and South 49th Street. 11.254 acres lie north of the proposed West Marquette Avenue extension and 27.406 acres lie south of the proposed West Marquette Avenue extension.

That part of the property lying north of the proposed West Marquette Avenue extension is bordered by residential homes and South 51st Street to west, residential homes to the north, and residential homes and South 49th Street to the east. The property is vacant with fallow agricultural farmland covering the majority of the land. A preliminary plat of this property (Oak Ridge of Franklin) was previously submitted to and approved by the City of Franklin

That part of the property lying south of the proposed West Marquette Avenue extension is bordered by single and multi-family residential to the west and south; a public park (City of Franklin) and a public school (Pleasant View Elementary School) are to the east of the property. The area contains active and fallow agricultural farmland and shrubby/wooded areas. A preliminary plat of this property (Pleasant View Estates) was previously submitted to and approved by the City of Franklin.

Agricultural farmland has been the historic use of the entire property. The purpose of this plan and investigation is to identify natural resources including steep slopes, woodlands, lakes, ponds, streams, floodlands, wetlands and buffers within the property per the Natural Resource Protection ordinance for the City of Franklin.

2. Methodology:

Wetland delineations, existing conditions topographic surveys, and field investigation surveys were completed on the property.

A wetland delineation and field investigation survey dated October 31, 2017 was completed on the north property by Thompson and Associates Wetland Services, LLC, a Wisconsin Assured Wetland Delineator. A wetland delineation and field investigation survey dated September 25, 2020 was completed on the south property by Ben LaCount, a Wisconsin Assured Wetland Delineator with Evergreen Consultants, LLC.

An existing conditions topographic field survey using a robotic total station was completed by Excel Engineering, Inc. on September 17th of 2020.

Additional supporting information reviewed and utilized included data obtained from the Milwaukee County Geographic Information System (GIS) interactive website, Wisconsin Department of Natural Resources Surface Water Data Viewer Inventory, U.S. Department of Agriculture (USDA) Web Soil Survey, and aerial photography coverage.

3. Results:

Steep Slopes:

There are three defined categories of steep slopes per the City of Franklin's Unified Development Ordinance (UDO). Each category is based on the percentage of slope

(10 to 19%, 20 to 30%, and greater than 30%); all require at least a ten-foot vertical drop and a minimum area of 5,000 square feet.

No areas within the property meet the steep slope criteria as defined by the UDO, consistent with the previously approved NRPP(s).

Woodlands:

There are two defined categories of woodlands per the UDO; young woodland and mature woodland.

A young woodland is an area or stand of trees whose total combined canopy covers an area of one-half acre (0.50) acre or more and at least fifty percent (50%) of which is composed of canopies of trees having a diameter at breast height (DBH) of at least three inches (3").

A mature woodland is an area or stand of trees whose total combined canopy covers an area of one (1) acre or more and at least fifty percent (50%) of which is composed of canopies of trees having a diameter at breast height (DBH) of at least ten inches (10"); or any grove consisting of eight (8) or more individual trees having a DBH of at least twelve inches (12") whose combined canopies cover at least fifty percent (50%) of the area encompassed by the grove.

In conjunction with the previous preliminary plats of these properties, tree surveys were completed; those surveys are found in Appendix B of this plan. The subject surveys indicate there are no wooded areas within either property that meet the young woodland or mature woodland criteria.

Lakes, Ponds, Streams and Shore Buffers:

No lakes, ponds or streams are located on the property and as a result there are no shore buffers. The waterway/drainage swale at the south end of the property that flows south under Evergreen Street was determined to be non-navigable by the Wisconsin DNR (WDNR) in October of 2016 and is included as Appendix C of this plan.

Floodplain/Floodway:

No floodplains/floodways exist on the property.

Wetlands, Wetland buffers and Wetland Setbacks:

Two (2) wetland complexes were identified within the boundary of that part of the property lying north of West Marquette Avenue; those wetlands are identified as "Wetland A" and "Wetland B" in the wetland delineation report dated October 31, 2017 and completed by Thompson and Associates Wetland Services, LLC. Wetland A is a 0.35-acre fresh wet meadow wetland that is linear in shape and extends east from South 51st Street; Wetland B is a 0.15-acre shallow depression wetland dominated by cattails and located in the northern portion of the property. A request for "Jurisdictional Determination" for these two (2) wetlands was submitted to the US Army Corps of Engineers (Corps). The Corps determined the

review area contains no waters of the United States subject to Corps jurisdiction and the wetlands are therefore not regulated by the Corps; State wetland protection standards do not apply to nonfederal wetland exemptions and, pursuant to ACT 183 Wisconsin Statute 281, a local government's wetland protection ordinance does not apply to nonfederal wetlands (see Appendix D). Upon review by the Wisconsin Department of Natural Resources, "Wetland A" & "Wetland B" meet the criteria of the non-federal wetland exemption.

One (1) wetland complex was identified within the boundary of that part of the property lying south of West Marquette Avenue. The wetland is identified as "Wetland 1" in the wetland delineation report dated September 25, 2020 and completed by Evergreen Consultants, LLC. Wetland 1 is a degraded forested-shrub/scrub-wet meadow wetland infested with reed canary grass and cattail; the wetland is located within a depression and swale (the non-navigable waterway at the south end of the site).

Wetland area 1 as identified above has been marked in the field with wetland boundary flags and is shown with the buffer and setbacks on Natural Resource Protection Plan (Figure 1). The wetland buffers as defined by UDO are undisturbed land within 30' landward of the delineated boundary of any wetland and parallel to the delineated wetland boundary. The wetland buffer area within the site boundaries is 2.32 acres. The wetland setback according to the UDO is all landward areas defined by the minimum required horizontal setback distance of fifty feet from a delineated wetland boundary (or 20' from the buffer area). Due to the size of the wetland reports that are referenced in this plan, they are not included in the appendices but are included as separate bound documents.

4. Natural Resource Disturbance and Protection:

The proposed site development sketch plan is shown on Figure 2. The development will meet all natural resource protection standards. A permanent Natural Resource Conservation Easement will be created for Wetland Area 1. The proposed trail crossing the wetland complex is shown on the NRPP Map and appropriate approvals/exceptions for the trail crossing will be completed prior to Phase 2.

5. Conclusion:

The proposed development will comply with the Natural Resource Protection Standards of the UDO. The worksheets for the Site Intensity and Capacity Calculations are provided in Appendix A. Per the calculations a total of 95.88 dwelling units are the maximum permitted for this property. This calculation was based on all on-site natural resource features present. The proposed number of dwelling units (lots) for the subdivision is 53.

FIGURE 1
NATURAL RESOURCE PROTECTION PLAN

PROJECT INFORMATION

PROPERTY AREA: AREA = 1.684,039 S.F. (38.660 ACRES)
EXISTING ZONING: R-8

LEGAL DESCRIPTION:
 Part of Parcel 3 of Certified Survey
 Map No. 8989 and part of the SW
 1/4 of the NE 1/4, and part of the SW
 NW 1/4 and SW 1/4 of the SE 1/4 of
 Section 16, Township 36 North,
 Range 21 East, City of Franklin,
 Milwaukee County, Wisconsin.

INSIDE:

DESIGNED BY: J. R. ANDERSON
 DRAWN BY: J. R. ANDERSON
 CHECKED BY: J. R. ANDERSON
 DATE: 12/18/2020
 PROJECT NO.: 2044840
 DRAWING NO.: NRPP-1A
 SCALE: AS SHOWN
 PROJECT LOCATION: S. 51ST STREET & W. MARQUETTE AVENUE
 FRANKLIN, WI 53122

MINIMUMS FOR THE CALCULATION OF BENTONITE PROTECTIVE LAYERS

Natural Resource Feature	Protective Layer Thickness		Area of Layer in Rectangular Features	
	Minimum Thickness	Minimum Area	Minimum Thickness	Minimum Area
Wetland	4.0'	400	4.0'	1,600
Shrubland	4.0'	400	4.0'	1,600
Woodland	4.0'	400	4.0'	1,600
Wetland	4.0'	400	4.0'	1,600
Shrubland	4.0'	400	4.0'	1,600
Woodland	4.0'	400	4.0'	1,600
Wetland	4.0'	400	4.0'	1,600
Shrubland	4.0'	400	4.0'	1,600
Woodland	4.0'	400	4.0'	1,600
Wetland	4.0'	400	4.0'	1,600
Shrubland	4.0'	400	4.0'	1,600
Woodland	4.0'	400	4.0'	1,600
Wetland	4.0'	400	4.0'	1,600
Shrubland	4.0'	400	4.0'	1,600
Woodland	4.0'	400	4.0'	1,600
Wetland	4.0'	400	4.0'	1,600
Shrubland	4.0'	400	4.0'	1,600
Woodland	4.0'	400	4.0'	1,600
Wetland	4.0'	400	4.0'	1,600
Shrubland	4.0'	400	4.0'	1,600
Woodland	4.0'	400	4.0'	1,600

WOODLAND NOTE:
 IN CONJUNCTION WITH THE PREVIOUS PRELIMINARY PLATS OF
 THESE PROPERTIES, TREE SURVEYS WERE COMPLETED. THOSE
 SURVEYS INDICATED THE PRESENCE OF WOODLAND. THE
 SUBJECT SURVEYS INDICATE THERE ARE NO WOODLAND AREAS
 PRESENT ON THE PROPERTY. THE PROPERTY DOES NOT MEET THE TOWN OF WOODLAND
 OR WATERS WOODLAND CRITERIA.



FIGURE 1A
 NRPP - NORTH

MAP:
 LEGAL DESCRIPTION:
 Part of Parcel 3 of Certified Survey Map No. 6949 and part of the SW 1/4 of the NE 1/4, and part of the SW 1/4 of the SE 1/4, and part of the SW 1/4 of the NW 1/4, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.
 AREA = 1.684,039 S.F. (381,660 ACRES)
 EXISTING ZONING: R-4.6

OWNER:
 VERIDIAN HOMES, INC.
 10000 W. MARQUETTE AVENUE
 MILWAUKEE, WI 53122
 (414) 224-8800
DESIGNER:
 EXCEL ARCHITECTS & ENGINEERS, S.A. INC.
 1300 CASSVILLE DRIVE
 MILWAUKEE, WI 53215
 (414) 224-8800
DATE:
 FEBRUARY 12, 2021
PROJECT:
 VERIDIAN HOMES
 10000 W. MARQUETTE AVENUE
 MILWAUKEE, WI 53122

MONUMENT FOR THE CALCULATION OF RESERVE WETLANDS

Natural Resource Feature	From Station, Station & Area		Area of Wetland		Total Area of Wetland (Acres)
	Station	Area (S.F.)	Station	Area (S.F.)	
Wetland	1.00	1.00	1.00	1.00	1.00
Wetland	2.00	2.00	2.00	2.00	2.00
Wetland	3.00	3.00	3.00	3.00	3.00
Wetland	4.00	4.00	4.00	4.00	4.00
Wetland	5.00	5.00	5.00	5.00	5.00
Wetland	6.00	6.00	6.00	6.00	6.00
Wetland	7.00	7.00	7.00	7.00	7.00
Wetland	8.00	8.00	8.00	8.00	8.00
Wetland	9.00	9.00	9.00	9.00	9.00
Wetland	10.00	10.00	10.00	10.00	10.00
Wetland	11.00	11.00	11.00	11.00	11.00
Wetland	12.00	12.00	12.00	12.00	12.00
Wetland	13.00	13.00	13.00	13.00	13.00
Wetland	14.00	14.00	14.00	14.00	14.00
Wetland	15.00	15.00	15.00	15.00	15.00
Wetland	16.00	16.00	16.00	16.00	16.00
Wetland	17.00	17.00	17.00	17.00	17.00
Wetland	18.00	18.00	18.00	18.00	18.00
Wetland	19.00	19.00	19.00	19.00	19.00
Wetland	20.00	20.00	20.00	20.00	20.00
Wetland	21.00	21.00	21.00	21.00	21.00
Wetland	22.00	22.00	22.00	22.00	22.00
Wetland	23.00	23.00	23.00	23.00	23.00
Wetland	24.00	24.00	24.00	24.00	24.00
Wetland	25.00	25.00	25.00	25.00	25.00
Wetland	26.00	26.00	26.00	26.00	26.00
Wetland	27.00	27.00	27.00	27.00	27.00
Wetland	28.00	28.00	28.00	28.00	28.00
Wetland	29.00	29.00	29.00	29.00	29.00
Wetland	30.00	30.00	30.00	30.00	30.00
Wetland	31.00	31.00	31.00	31.00	31.00
Wetland	32.00	32.00	32.00	32.00	32.00
Wetland	33.00	33.00	33.00	33.00	33.00
Wetland	34.00	34.00	34.00	34.00	34.00
Wetland	35.00	35.00	35.00	35.00	35.00
Wetland	36.00	36.00	36.00	36.00	36.00
Wetland	37.00	37.00	37.00	37.00	37.00
Wetland	38.00	38.00	38.00	38.00	38.00
Wetland	39.00	39.00	39.00	39.00	39.00
Wetland	40.00	40.00	40.00	40.00	40.00
Wetland	41.00	41.00	41.00	41.00	41.00
Wetland	42.00	42.00	42.00	42.00	42.00
Wetland	43.00	43.00	43.00	43.00	43.00
Wetland	44.00	44.00	44.00	44.00	44.00
Wetland	45.00	45.00	45.00	45.00	45.00
Wetland	46.00	46.00	46.00	46.00	46.00
Wetland	47.00	47.00	47.00	47.00	47.00
Wetland	48.00	48.00	48.00	48.00	48.00
Wetland	49.00	49.00	49.00	49.00	49.00
Wetland	50.00	50.00	50.00	50.00	50.00
Wetland	51.00	51.00	51.00	51.00	51.00
Wetland	52.00	52.00	52.00	52.00	52.00
Wetland	53.00	53.00	53.00	53.00	53.00
Wetland	54.00	54.00	54.00	54.00	54.00
Wetland	55.00	55.00	55.00	55.00	55.00
Wetland	56.00	56.00	56.00	56.00	56.00
Wetland	57.00	57.00	57.00	57.00	57.00
Wetland	58.00	58.00	58.00	58.00	58.00
Wetland	59.00	59.00	59.00	59.00	59.00
Wetland	60.00	60.00	60.00	60.00	60.00
Wetland	61.00	61.00	61.00	61.00	61.00
Wetland	62.00	62.00	62.00	62.00	62.00
Wetland	63.00	63.00	63.00	63.00	63.00
Wetland	64.00	64.00	64.00	64.00	64.00
Wetland	65.00	65.00	65.00	65.00	65.00
Wetland	66.00	66.00	66.00	66.00	66.00
Wetland	67.00	67.00	67.00	67.00	67.00
Wetland	68.00	68.00	68.00	68.00	68.00
Wetland	69.00	69.00	69.00	69.00	69.00
Wetland	70.00	70.00	70.00	70.00	70.00
Wetland	71.00	71.00	71.00	71.00	71.00
Wetland	72.00	72.00	72.00	72.00	72.00
Wetland	73.00	73.00	73.00	73.00	73.00
Wetland	74.00	74.00	74.00	74.00	74.00
Wetland	75.00	75.00	75.00	75.00	75.00
Wetland	76.00	76.00	76.00	76.00	76.00
Wetland	77.00	77.00	77.00	77.00	77.00
Wetland	78.00	78.00	78.00	78.00	78.00
Wetland	79.00	79.00	79.00	79.00	79.00
Wetland	80.00	80.00	80.00	80.00	80.00
Wetland	81.00	81.00	81.00	81.00	81.00
Wetland	82.00	82.00	82.00	82.00	82.00
Wetland	83.00	83.00	83.00	83.00	83.00
Wetland	84.00	84.00	84.00	84.00	84.00
Wetland	85.00	85.00	85.00	85.00	85.00
Wetland	86.00	86.00	86.00	86.00	86.00
Wetland	87.00	87.00	87.00	87.00	87.00
Wetland	88.00	88.00	88.00	88.00	88.00
Wetland	89.00	89.00	89.00	89.00	89.00
Wetland	90.00	90.00	90.00	90.00	90.00
Wetland	91.00	91.00	91.00	91.00	91.00
Wetland	92.00	92.00	92.00	92.00	92.00
Wetland	93.00	93.00	93.00	93.00	93.00
Wetland	94.00	94.00	94.00	94.00	94.00
Wetland	95.00	95.00	95.00	95.00	95.00
Wetland	96.00	96.00	96.00	96.00	96.00
Wetland	97.00	97.00	97.00	97.00	97.00
Wetland	98.00	98.00	98.00	98.00	98.00
Wetland	99.00	99.00	99.00	99.00	99.00
Wetland	100.00	100.00	100.00	100.00	100.00

WOODLAND NOTE:
 IN CONJUNCTION WITH THE PREVIOUS PRELIMINARY PLATS OF VERIDIAN HOMES, INC. PROJECT NO. 2044840, THE PREVIOUS SUBJECT SURVEYS INDICATE THERE ARE NO WOODED AREAS OR MATURE WOODLAND CRITERIA AT THE SUBJECT WOODLAND.

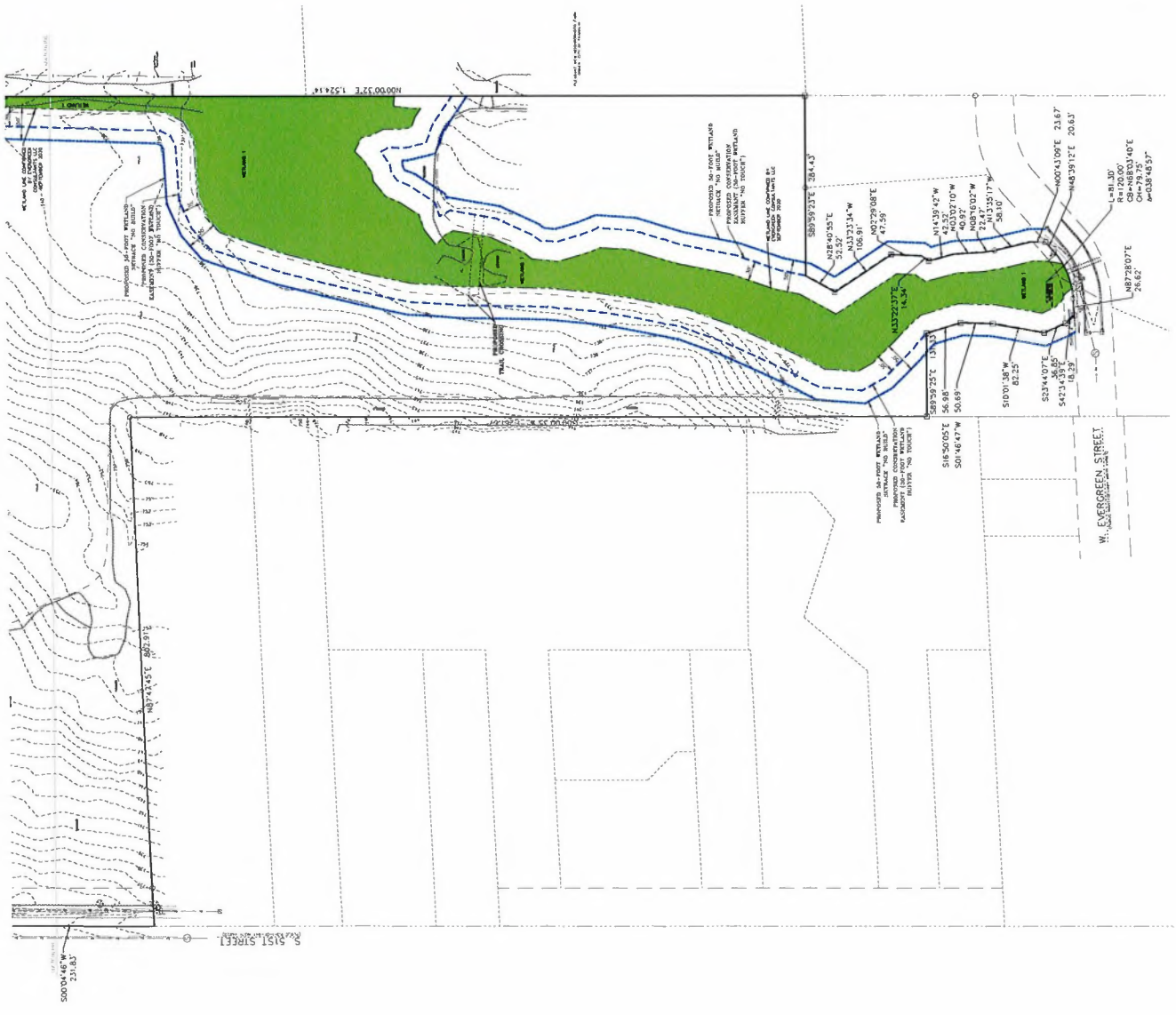


FIGURE 1B
 NRPP - SOUTH

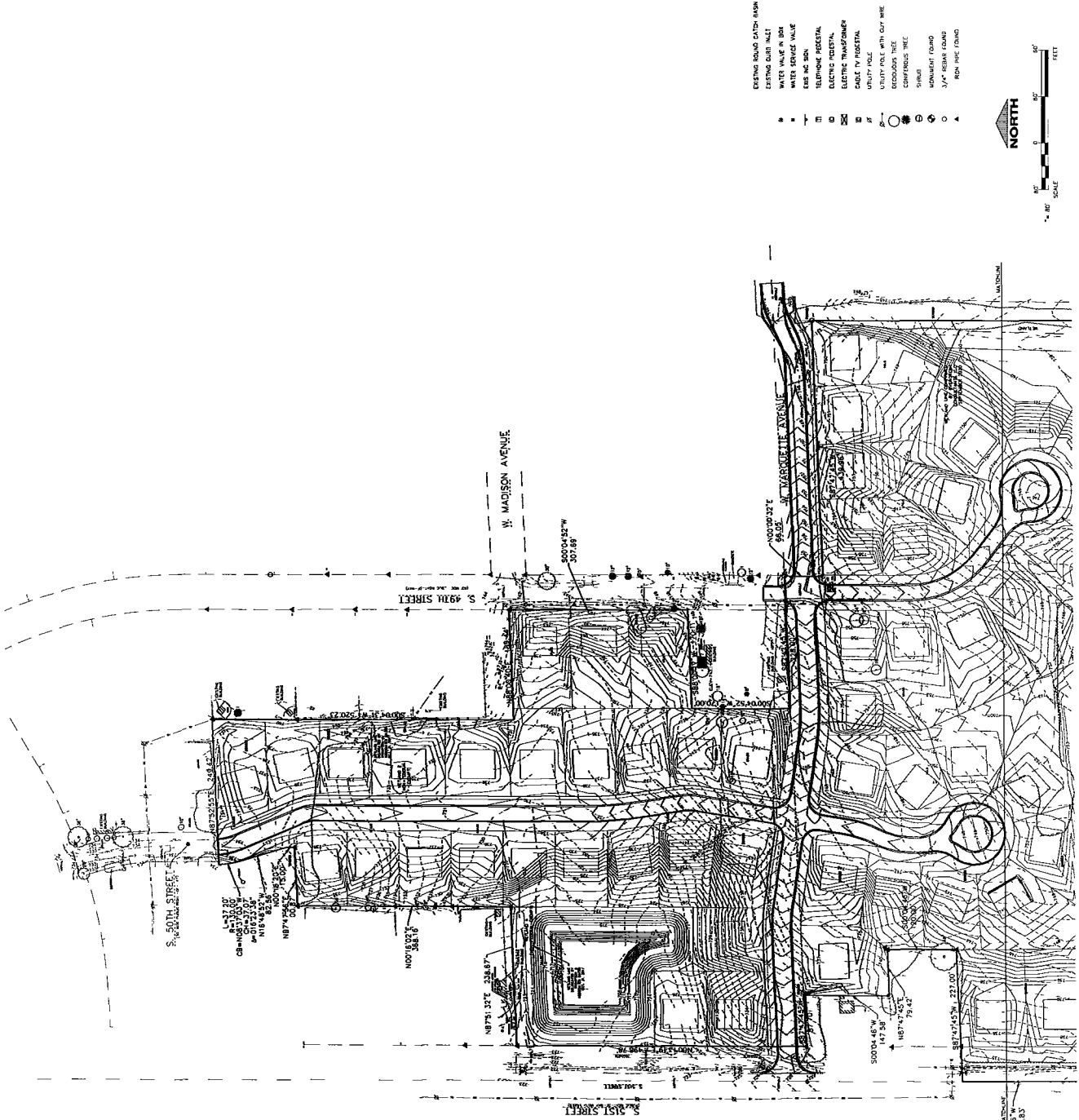
FIGURE 2
PROPOSED SITE DEVELOPMENT SKETCH PLAN

SITE INFORMATION:
 LEGAL DESCRIPTION:
 Part of Parcel 3 of Certified Survey Map No. 6949 and part of the SW 1/4 of the NE 1/4 and part of the NW 1/4 of Section 5 North, Township 5 North, Range 71 East, City of Franklin, Milwaukee County, Wisconsin
 PROPERTY AREA: AREA: 484,039 S.F. (38.659 ACRES)
 EXISTING ZONING: R-4-6
 PROPOSED ZONING: RESIDENTIAL SUBDIVISION PERMITTED USE: CONVENTIONAL SUBDIVISION
 MINIMUM LOT AREA: 3,000 S.F.
 MINIMUM LOT WIDTH: 60 FT. A FRONT SETBACK: 10 FT.
 GROSS AREA: 2,872
 GROSS DENSITY: 2.872
 NET DENSITY:
 SETBACKS:
 FRONT = 30'
 SIDE = 10'
 REAR = 30'
 LOT = 8'

PROPOSED SITE DATA

AREA (AC)	RATIO
4.88	38.768

PACKET AIR SPACE (SEE A610)
 OUTPUTS (SEE SPACE)



- LEGEND:**
- EXISTING SOLID CATCH BASIN
 - EXISTING DRAIN INLET
 - EXISTING CURB
 - EXISTING WOOD FENCE
 - EXISTING CHAINLINK FENCE
 - EXISTING WOOD FENCE
 - EXISTING WOODEN WIRE FENCE
 - EXISTING STORM SEWER AND MANHOLE
 - EXISTING SANITARY SEWER AND MANHOLE
 - EXISTING WATER LINE AND HYDRANT
 - EXISTING OVERHEAD UTILITY LINE
 - EXISTING UNDERGROUND GAS LINE
 - EXISTING UNDERGROUND ELECTRIC CABLE
 - EXISTING DIRT AND GUTTER
 - EXISTING GROUND CONTOUR



FIGURE 2A
 SKETCH PLAN - NORTH



PROJECT INFORMATION

S 51ST STREET & W MARQUETTE AVENUE • FRANKLIN, WI 53132

NATURAL RESOURCES PROTECTION PLAN

VERIDIAN HOMES

PROFESSIONAL SEAL

PRELIMINARY DATES

DEC. 18, 2020

FEB. 12, 2021

NOT FOR CONSTRUCTION

JOB NUMBER

2044840

SHEET NUMBER

S

© 2021, WATKINS INC.

SITE INFORMATION

LEGAL DESCRIPTION

Part of parcel 3 of Certified Survey Map No. 0949 and part of the SW 1/4 of the NE 1/4, and part of the SW 1/4 of the SW 1/4, and SE 1/4 of the SW 1/4 of Section 9, Township 9 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

PROPERTY AREA: AREA = 484,038 S.F. (11.1666 ACRES)

EXISTING ZONING: R-6

PROPOSED ZONING: P-6

PROPOSED USE: RESIDENTIAL SUBDIVISION PERMITTED USE "CONVENTIONAL SUBDIVISION"

MINIMUM LOT AREA: 600 SF

MINIMUM LOT WIDTH: 90' AT FRONT SETBACK LINE

MINIMUM LOT DEPTH: 120'

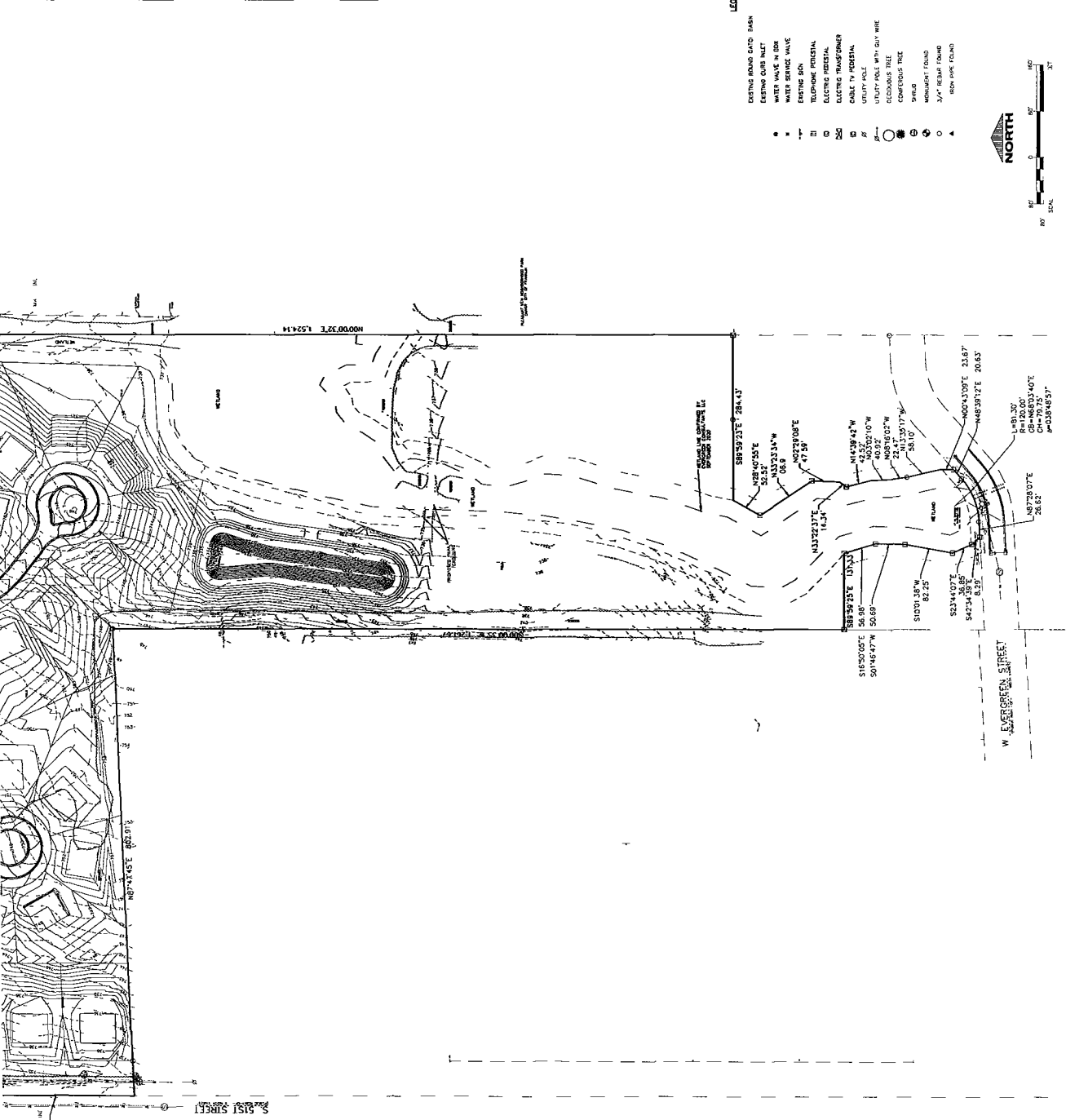
GROSS DENSITY: 2.272

NET DENSITY: 2.872

SETBACKS: FRONT 30' SIDE 5' OF CORNER LOT - 0' REAR 10'

PROPOSED SITE DATA

PROPERTY AREA (SQ. FT.)	AREA (AC)	WAD
484,038	11.1666	38.308
MINIMUM LOT AREA (SQ. FT.)	600	
MINIMUM LOT WIDTH (FEET)	90	
MINIMUM LOT DEPTH (FEET)	120	



LEGEND

- EXISTING BRONZE RATIO RUSH
- EXISTING CURB INLET
- WATER WALK IN GDS
- WATER SERVICE WALK
- EXISTING SAND
- TELEPHONE FIBERGLASS
- ELECTRIC FIBERGLASS
- ELECTRIC TRANSFORMER
- CABLE TV FIBERGLASS
- UTILITY POLE
- UTILITY POLE WITH GUY WIRE
- CONCRETE TREE
- CONCRETE TREE
- SHED
- MINOR FOUNTAIN
- 3/4" RIBBON FOUNTAIN
- 100% OPEN FOUNTAIN

WOODED AREA

EXISTING CHAINLINK FENCE

EXISTING WOOD FENCE

EXISTING STORM SEWER AND MANHOLE

EXISTING SANITARY SEWER AND MANHOLE

EXISTING WATER LINE AND HYDRANT

EXISTING OVERHEAD UTILITY LINE

EXISTING UNDERGROUND GAS LINE

EXISTING UNDERGROUND ELECTRIC CABLE

EXISTING CURB AND GUTTER

EXISTING CHANGING CONTOUR

FIGURE 2B

SKETCH PLAN - SOUTH

APPENDIX A
SITE INTENSITY & CAPACITY CALCULATIONS

Division 15-3.0500. Site Intensity and Capacity Calculations

§ 15-3.0501. Natural Resource Protection and Site Intensity and Capacity Calculations for Residential and Nonresidential Uses Required.

- A. Recognition of Natural Resource Features. This Ordinance recognizes that landforms, parcel size and shape, and natural resource features vary from site to site and that development regulations must take into account these variations. The maximum density or intensity of use allowed in any zoning district is controlled by the various district standards set forth for each of the various zoning districts of this Ordinance.
- B. When Natural Resource Protection and Site Intensity and Capacity Calculations Are Required. Natural resource protection is required for all development and the site intensity and capacity calculations set forth in this Division shall be made for each parcel of land to be used or built upon in the City of Franklin including all new Certified Survey Maps, Preliminary Plats, condominiums, multiple-family residential developments, all nonresidential development, and as may be required elsewhere in this Ordinance except as excluded under the provisions of § 15-3.0501C. of the Unified Development Ordinance.
- C. Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are Not Required). Natural resource protection shall not be required and the site intensity and capacity calculations set forth in this Division shall not be required for the construction of single-family and two-family residential development located on non-divisible existing lots of record within existing platted Subdivisions (with an approved Final Plat), Certified Survey Maps, and Condominiums existing on August 1, 1998, the effective date of this Ordinance or for which a natural resource protection plan and site intensity capacity calculations were filed at the time of division after August 1, 1998. A Natural Resource Protection Plan shall not be required with an application for certified survey map approval where a single property zoned I-1 Institutional District is divided as a result of a public work of improvement for street extension purposes, with related public sanitary sewer and water work for which special assessment was made, into two or more parcels through the property fee acquisition by the City for the extension of the public street. The foregoing exclusions from Natural Resource Protection Plan submission requirements for certified survey map applications shall only be available upon the conditions that in lieu of the Plan submission requirement, the certified survey map application shall be accompanied by the "best available information" as to the existence of any natural resource features, such as existing topographical maps, wetland inventories, and other such inventories as may be available; and that a Natural Resource Protection Plan must be submitted upon any further development of any portion of the mapped property. A Natural Resource Protection Plan shall also not be required with an application for certified survey map approval where lots are being created from a larger

surrounding parcel, with the larger in area in relation to the lots created remnant parcel being vacant, or already having being developed by the existence of a principal structure and not being the subject of current further development application, and with the only natural resources within the map area being upon the remnant parcel and being more than 500 feet away from the lots being created. The foregoing exclusion from Natural Resource Protection Plan submission requirement for certified survey map applications shall only be available upon the conditions that i) in lieu of the Natural Resource Protection Plan submission requirement, the Certified Survey Map application shall show upon its face the existence of any natural resource features, as identified in § 15-4.0102, located on the parcels of the Certified Survey Map based upon the "best available" information; (ii) that a Natural Resource Protection Plan must be submitted upon

any further development of the "remnant" parcel; and iii) the following note shall be placed upon the face of such Certified Survey Map: "The Natural Resource Features identified herein are not based upon field surveys. In the event of further land division or development of a parcel herein with any such Natural Resource Feature, a complete NRPP with field surveys is required for said parcel" For the purposes of this section, the Zoning Administrator shall not require that the "best available" information be a "first source" of information, as identified in § 15-4.0102A., B., C., D., and G. Notwithstanding any other provision of this Ordinance, natural resource protection and any such related Natural Resource Protection Plan, shall not be required and the site intensity and capacity calculations set forth in this Division shall not be required for any accessory use structure or accessory use development or for an addition or modification to an existing principal structure development which does not increase the existing developed structure and impervious surface area upon the parcel by more than 50% or 2,500 square feet, whichever is smaller, where natural resource feature(s) are not within 100 feet of the area to be disturbed by the new development, upon a parcel supporting an existing principal structure with an existing principal use; determination as to whether natural resource features are within 100 feet of the area to be disturbed, the boundaries of which shall be clearly identified within application materials, shall be made by the City Engineer or designee; however, if any resources identified by the Southeastern Wisconsin Regional Planning Commission in PR 176 or in PR 42, as may be amended from time to time, as Primary or Secondary Environmental Corridor and/or Isolated Natural Resources Area, are located on the site by the City Engineer or designee, but are outside of 100 feet of the area to be disturbed, a written plan shall be provided by the applicant detailing the protective measures that will be implemented to prevent such natural resource feature(s) adverse impacts, which shall be subject to approval by the Plan Commission and shall be installed as may be provided on site as detailed within the plan as a condition of application approval. A Natural Resource Protection Plan (and related requirements, such as the submission of conservation easements, etc.) shall not be required with an application for certified survey map approval for the purpose of providing additional land to an adjoining tax incremental district mixed-use development including industrial and commercial uses, where lots are being created from a parcel or parcels, upon which there exists an established residential dwelling building use, such established use parcel or parcels not being the subject of current further development application, for such remaining established residential dwelling building use parcel or parcels only, provided with regard to such remaining established residential dwelling building use parcel or parcels that: i) in lieu of the Natural Resource Protection Plan submission requirement, the Certified Survey Map application shall show upon its face the existence of any natural resource features, as identified in § 15-4.0102, located on the parcels of the Certified Survey Map based upon the "best available" information; (ii) that a Natural Resource Protection Plan must be submitted upon any further development of the "remaining established residential dwelling building use parcel or parcels"; and iii) the following note shall be placed upon the face of such Certified Survey Map: "The Natural Resource Features identified herein upon lot[s] [number[s]] are not based upon field surveys. In the event of further land division or development of lot[s] [number[s]] with any such Natural Resource Feature, a complete NRPP with field surveys is required for said parcel."

§ 15-3.0502. Calculation of Base Site Area.

The base site area shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in § 15-3.0501 of this Ordinance.

Table 15-3.0502			
Worksheet for the Calculation of Base Site Area for Both Residential and Nonresidential Development			
STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.		38.66 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	-	0.32 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	-	0.00 acres
STEP 4:	In the case of "Site Intensity and Capacity Calculations" for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of "Site Intensity and Capacity Calculations" for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	-	0.00 acres
STEP 5:	Equals "Base Site Area"	=	38.34 acres

§ 15-3.0503. Calculation of the Area of Natural Resources to Be Protected.

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the base site area (as defined in § 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective natural resource protection standard (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site

equals the total resource protection land. The total resource protection land shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503					
Worksheet for the Calculation of Resource Protection Land					
Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Steep Slopes:					
10-19%	0.00	0.60	0.40	X <u>0.00</u>	<u>0.00</u>
20-30%	0.65	0.75	0.70	X <u>0.00</u>	<u>0.00</u>
+ 30%	0.90	0.85	0.80	X <u>0.00</u>	<u>0.00</u>
Woodlands & Forests:					
Mature	0.70	0.70	0.70	X <u>0.00</u>	<u>0.00</u>
Young	0.50	0.50	0.50	X <u>0.00</u>	<u>0.00</u>
Lakes & Ponds	1	1	1	X <u>0.00</u>	0.00
Streams	1	1	1	X <u>0.00</u>	0.00
Shore Buffer	1	1	1	X <u>0.00</u>	0.00
Floodplains	1	1	1	X <u>0.00</u>	0.00
Wetland Buffers	1	1	1	X <u>2.32</u>	2.32
Wetlands & Shoreland Wetlands	1	1	1	X <u>3.76</u>	3.76
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					6.08

Note: In conducting the calculations in Table 15-3.0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1.0 which represents the higher of the two standards.

§ 15-3.0504. Calculation of Site Intensity and Capacity for Residential Uses.

In order to determine the maximum number of dwelling units which may be permitted on a parcel of land zoned in a residential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0504 shall be performed.

Table 15-3.0504		
Worksheet for the Calculation of Site Intensity and Capacity for Residential Development		
STEP 1:	<p>CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE</p> <p>Take Base Site Area (from Step 5 in Table 15- 3.0502): <u>38.34</u></p> <p>Multiple by Minimum Open Space Ratio (OSR) (see specific residential zoning district OSR standard): X <u>0.00</u></p> <p>Equals MINIMUM REQUIRED ON-SITE OPEN SPACE =</p>	0.00 acres
STEP 2:	<p>CALCULATE NET BUILDABLE SITE AREA:</p> <p>Take Base Site Area (from Step 5 in Table 15- 3.0502): <u>38.34</u></p> <p>Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required On-Site Open Space (from Step 1 above), whichever is greater:- <u>6.08</u></p> <p>Equals NET BUILDABLE SITE AREA =</p>	32.26 acres
STEP 3:	<p>CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:</p> <p>Take Net Buildable Site Area (from Step 2 above): <u>32.26</u></p> <p>Multiple by Maximum Net Density (ND) (see specific residential zoning district ND standard): X <u>2.972</u></p> <p>Equals MAXIMUM NET DENSITY YIELD OF SITE=</p>	95.88 D.U.s
STEP 4:	<p>CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:</p> <p>Take Base Site Area (from Step 5 of Table 15- 3.0502): <u>38.34</u></p> <p>Multiple by Maximum Gross Density (GD) (see specific residential zoning district GD standard): X <u>2.972</u></p> <p>Equals MAXIMUM GROSS DENSITY YIELD OF SITE =</p>	113.95 D.U.s

STEP 5:	DETERMINE MAXIMUM PERMITTED D.U.s OF SITE: Take the lowest of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above):	95.88 D.U.s
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§ 15-3.0505. Calculation of Site Intensity and Capacity for Nonresidential Uses.

In order to determine the maximum floor area which may be permitted on a parcel of land zoned in a nonresidential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0505 shall be performed.

A. Maximum Permitted Floor Area for a Retail Building:

1. Notwithstanding the provisions of Table 15-3.0505, no individual retail building in any of the following districts shall exceed a total of 125,000 gross square feet of floor area, including all roofed area.
 - a. B-1 Neighborhood Business District.
 - b. B-2 General Business District.
 - c. B-3 Community Business District.
 - d. B-5 Highway Business District.
2. Notwithstanding, any other provision of this Ordinance, no special use permit, special exception or variance may be approved or granted that would allow a retail building to exceed the size limits of this subparagraph (1) and no nonconforming use or structure may be expanded in any manner that would increase its nonconformance with the limits of subparagraph (1).

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

South 51st Street & Marquette Avenue
Franklin, WI

Natural Resource Protection Plan
Excel Project # 2041760

APPENDIX B
TREE SURVEYS

A Notch Above the Rest, LLC

WOODLAND NATURAL RESOURCE PROTECTION

Woodlands and Forests (mature and young) are defined in Division 15- 11.0100 of the UDO and are to be measured and graphically indicated on the "Natural Resource Protection Plan" to indicate all woodland and forest areas on the property to be developed. The definitions to determine woodland resources required for protection are made as follows:

Woodland, Mature: An area or stand of trees whose total combined canopy covers an area of one (1) acre or more and at least fifty (50) percent of which is composed of canopies of trees having a diameter at breast height (DBH) of at least ten (10) inches; or any grove consisting of eight (8) or more individual trees having a DBH of at least twelve (12) inches whose combined canopies cover at least fifty (50) percent of the area encompassed by the grove. However, no trees planted and grown for commercial purposes should be considered mature woodland.

Woodland, Young: An area or stand of trees whose total combined canopy covers an area of one-half (0.50) acre or more and at least fifty (50) percent of which is composed of canopies of trees having a diameter at breast height (DBH) of at least three (3) inches.

However, no trees planted and grown for commercial purposes shall be considered young woodland.

QUALIFIED PROFESSIONAL REVIEW

A field survey of trees for the parcel located South of West Minnesota Avenue to Marquette Avenue, South 49th Street to South 51st Street was completed on September 16, 2017 and December 18, 2018 by Jason Collins, a Certified Arborist.

Two areas were identified for woodland verification using aerial photos and on site field surveying as required by the city ordinance. Woodland areas meeting the UDO definition are required to be shown on the Natural Resource Protection Plan

WOODLAND ANALYSIS AND INSPECTION DETERMINATION

The following factors were used to determine any areas that would require woodland delineation and protection for depiction on the site plan and Natural Resource Protection Plan:

- Aerial photos and on-site review for the presence of trees or woodland areas
- Genus or tree type located on the parcel to be developed

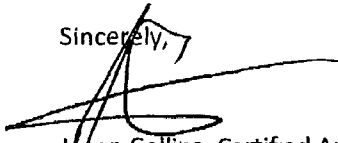
- Tree size or wooded area meeting the ordinance definition
- The health condition of trees or any woodland if present
- The general health condition of the understory vegetation

Site Conditions: The site was visited during both leaf on and leaf off conditions. Trees meeting the size requirements did not have sufficient canopy cover to qualify as a grove. No mature or young woodlands were present that meet the requirements for protection. Many of the larger trees were either in complete decline or declining due to Emerald Ash Borer, Dutch Elm Disease and condition of the area. The majority of the brush area had sparse declining trees and consisting mostly of common non-native and invasive buckthorn, honey suckle and a few declining apple trees and a few smaller conifer trees that would not be native plant species to the area.

The many down trees had been decaying for some time. Two larger willow trees and a few box elder trees could possibly be protected if outside of the lot grading area but add little to no value as a natural resource. Around the edge at the site there is a significant amount of edge brush piles from past dumping as well as some windblown debris. A second area on the south edge of the property had some possible young woodland qualities but also did not meet the size requirements under city ordinance. Even at stretching the determination, the 50% impact allowed for young woodlands would leave an area that would not provide a significant natural resource under the intent for resource protection.

Conclusion: Due to the low quality, inconsistent canopy cover, insufficient size and species identified on-site, it is my professional opinion that no groves, young or mature woodlands exist on the property, which meet the woodland definitions within the city's ordinance. Therefore, the brush outlines indicated on the plans are for informational purposes only and indicate the non-farmed areas containing some level of vegetated growth with sparse trees and non-native trees and brush.

Sincerely,



Jason Collins, Certified Arborist, WI-0726-A
A Notch Above the Rest, LLC

Note: The developer states they are agreeable to the protection of any existing vegetation or quality trees that would benefit the parcel and if the city's forester determines such need Prior to site grading protective fencing could be installed as requested by city staff

March 14, 2019

Mr. Rick Przybyla

This letter serves as a follow up to my 2017 assessment of the woody plant communities on a property at 7501 S. 49th Street, Franklin, WI (Tax Key: 7889981001)

Referencing the photo of the property below, neither the green encircled area, nor the tree line outlined in red constitute a young woodland as defined by the City of Franklin. The green encircled 1.2-acre "woody area" was cleared of invasive Tatarian honeysuckle and Common buckthorn shrubs (most less than 3" diameter) to reveal many dead Green ash trees, dead and dying American elm trees, and a few apple trees that collectively have a canopy coverage of approximately 10% - well below 50% to constitute a young woodland. In looking at historic aerial photographs this area appeared to be previously cultivated as an apple orchard and was not historically a woodland area. Per City of Franklin guidelines, remnant commercially grown apple trees would not be counted in determining young woodland.

Similarly, the canopy of the (red encircled) woody area along the property line has a preponderance of invasive Common buckthorn and Tatarian honeysuckle less than 3" diameter. The scattered mature trees on this property line / crop field edge are primarily dead or dying Green Ash and American elm. Existing live trees that exceed 3" diameter comprise much less than 50% canopy. Therefore, this area is also not young woodland as defined in Franklin's guidelines.

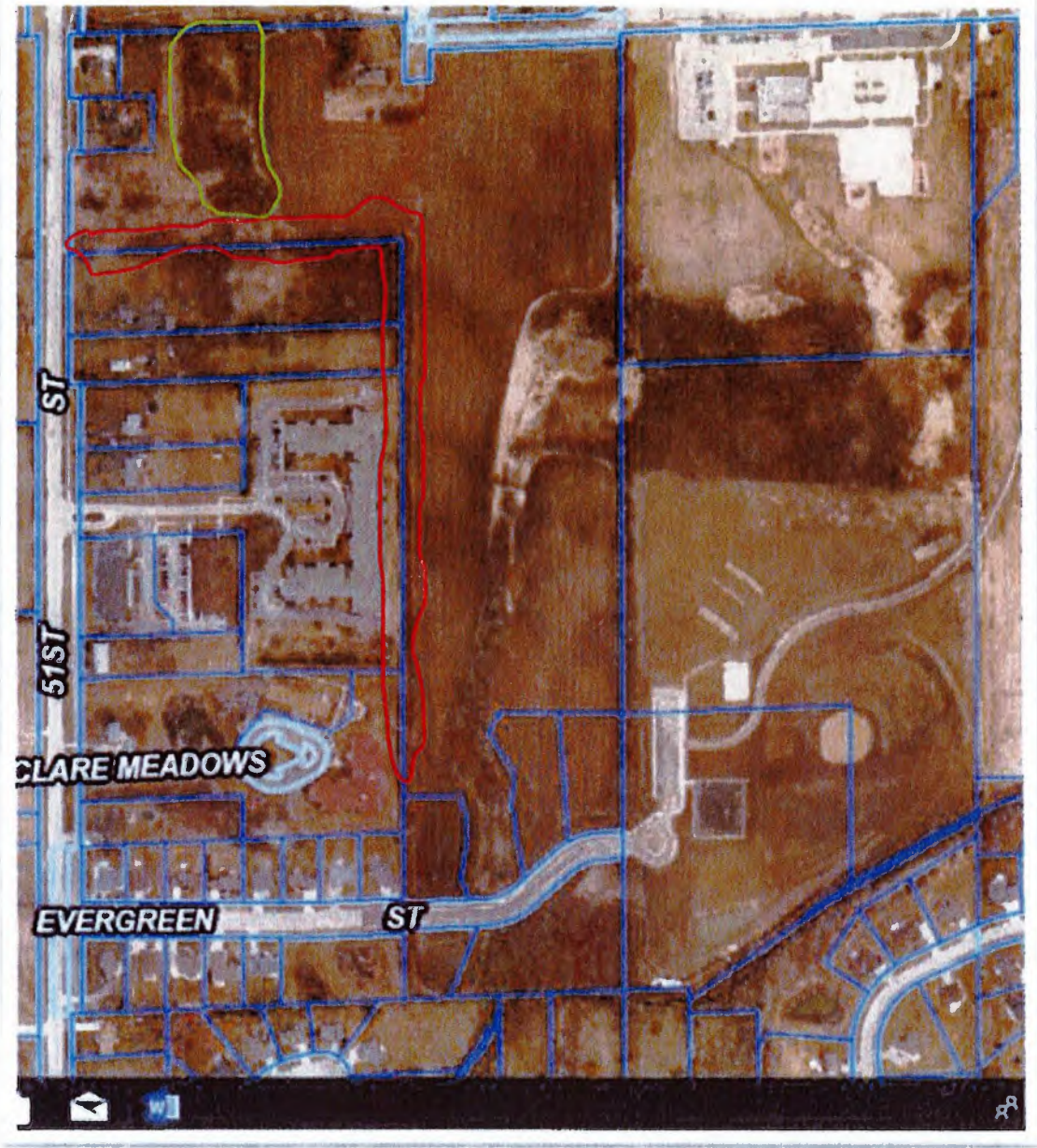
I concur with Franklin's efforts to preserve the community's remaining natural woodlands but in my opinion the above-mentioned areas are of low ecological value, and furthermore fail to meet the definition of young woodland.,

Please let me know if you need any further clarification on this matter.

Respectfully,

A handwritten signature in black ink that reads "Tom Zagar". The signature is stylized and includes a horizontal line extending to the right.

Tom Zagar
ISA Certified Arborist
WI-0541A



Pleasant View Development

Tom Riha <TRiha@franklinwi.gov>

Mon 3/4/2019 11 24 AM

To: Joel Dietl <JDietl@franklinwi.gov>

Cc: 'Rick Przybyla' <rckprzybyla@hotmail.com>

Hi Joel,

I had a chance to measure the spruce trees off 49th St. on 3/4/19. I found that the trees don't meet the size or quantity necessary to qualify as a grove. Only 3 of the spruce trees measured over 12in. The UDO states 8 or more over 12 are necessary. In regards to the other trees on the property I will stick with my original findings that no mature or young woodlands exist on the property. The fragmentation and small area doesn't meet the criteria for canopy coverage

Please let me know if you need any further information from me.

Tom Riha

City Forester

ISA- Certified Arborist/Municipal Specialist



Franklin Logo Final email w text

APPENDIX C
NAVIGABILITY DETERMINATION

State of Wisconsin
**DEPARTMENT OF NATURAL
RESOURCES**
Waukesha Service Center
141 NW Barstow, Room 180
Waukesha, WI 53188

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 3, 2016

Rick Przybyla
9244 W. Grandview Ct
Franklin WI 53132

INF-SE-41-03710

Subject. Navigability Determination

Dear Mr Przybyla:

This letter follows your request to the Department of Natural Resources (Department) to conduct a navigability determination for a waterway which flows through your property with a tax key number 7889981001, City of Franklin, Milwaukee County. Department staff visited the property on September 7th, 2016 and determined the waterway to be **non-navigable**.

In Wisconsin, the Supreme Court has defined a navigable waterway as one which has a defined bed and banks and carries enough water to float a canoe or other watercraft during high periods of water. Based on this definition, the waterway is non-navigable. While the waterway did have defined bed and bank much of it was either too narrow or not deep enough to float a watercraft. My assessment of the waterway included reviewing historic Department documentation and database records, USGS topographic maps and aerial photographs. The field investigation was conducted on September 7th, 2016, using standard Department protocol regarding the assessment of physical and biological characteristics.

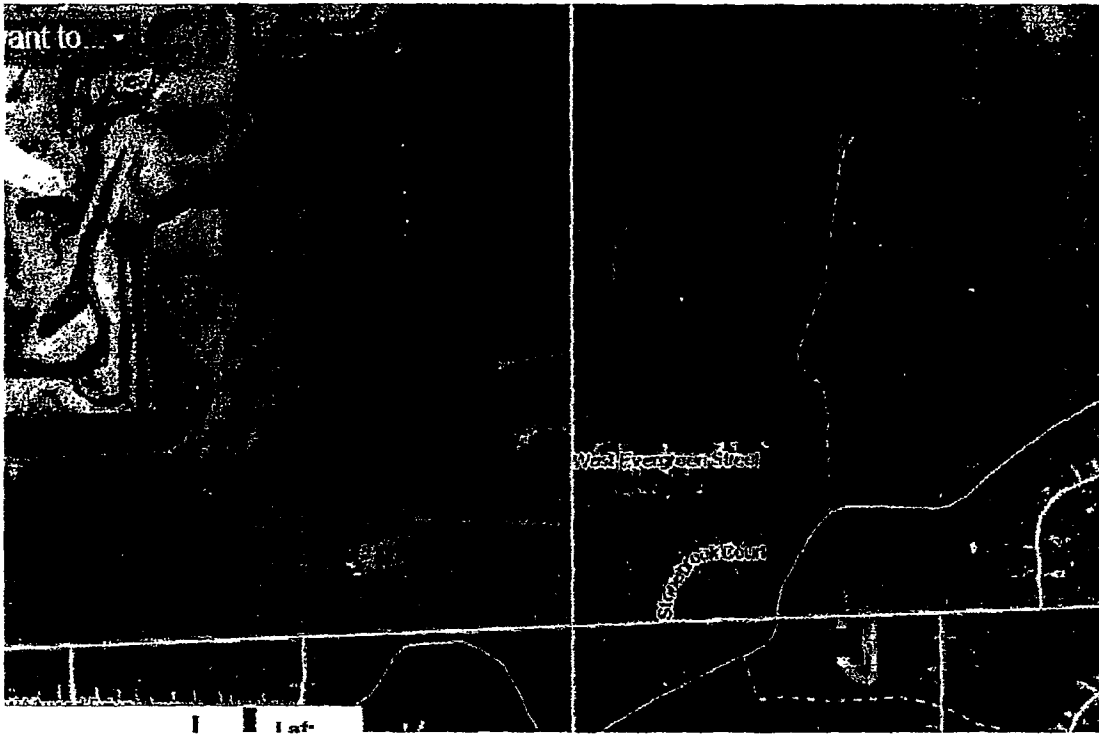
The waterway in question originates in a wetland complex, flows south through a tree line and under Evergreen Ct. See the attached air photo for the location of the non-navigable waterway

Please contact me if you have any questions

Sincerely,

Geri Radermacher
Water Management Specialist

Cc City of Franklin
ACOE
Mike Doble, Lynch & Associates



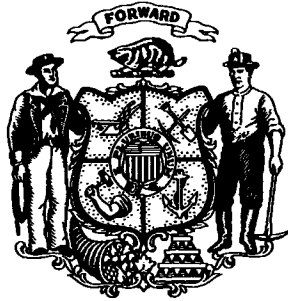
Non-Navigable tributary to Root River. Site visit 09/07/2016

South 51st Street & Marquette Avenue
Franklin, WI

Natural Resource Protection Plan
Excel Project # 2041760

APPENDIX D
WETLAND JURISDICTIONAL DETERMINATION & NON-FEDERAL EXEMPTION

State of Wisconsin



2017 Assembly Bill 547

Date of enactment: **March 28, 2018**
Date of publication*: **March 29, 2018**

2017 WISCONSIN ACT 183

AN ACT to repeal 281 36 (3r) (a) 4 and 281 36 (3s), to renumber and amend 23 321 (1) and 23 321 (5), to amend 20 370 (9) (bm), 23 0917 (4) (c) 3, 23 321 (4) (a) 3, 281 36 (3b) (b), 281 36 (3m) (a), 281 36 (3n) (d) 1, 281 36 (3r) (a) (intro), 281 36 (4) (title), 281 36 (6) (a) (intro), 281 36 (9) (a) (intro) and 281 36 (13m), and to create 15 347 (22), 23 099, 23 321 (1) (am), 23 321 (2) (d), 23 321 (4) (a) 4, 23 321 (5) (b), 281 12 (2), 281 36 (3r) (am), 281 36 (4n), 281 36 (12m) and 281 37 of the statutes, relating to: the regulation and study of wetlands, grants for wetland projects, and making an appropriation

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 15 347 (22) of the statutes is created to read

15 347 (22) WETLAND STUDY COUNCIL (a) There is created in the department of natural resources a wetland study council consisting of the following members, appointed for staggered 6-year terms

- 1 One member who is a representative of a statewide organization representing the business community
- 2 One member who is a representative of a statewide organization representing waterfowl interests
- 3 One member who is a representative of a statewide organization representing real estate and development interests
- 4 One member who is a representative of a statewide organization representing municipal interests
- 5 One member who is a representative of a statewide organization representing rural and agricultural interests
- 6 One member who is a representative of a statewide land conservation group with a specific interest in wetlands

7 One member who is a statewide wetland delineator

8 One member who is a statewide wetland consultant

9 One member who is a department of natural resources biologist or hydrologist and who is a wetland expert, appointed by the secretary of natural resources

(b) The wetland study council shall research and develop recommendations on all of the following

1 The implementation and effectiveness of statewide wetland mitigation programs

2 Program elements that would be necessary for the department of natural resources to implement if the department assumes from the federal government the authority to administer the state's own individual and general permit program for the discharge of dredged or fill material into the navigable waters of the state under s 281 12 (2)

3 Issues related to the analysis of practicable alternatives that avoid and minimize the adverse impacts of a discharge into a wetland on wetland functional values

* Section 991 11, WISCONSIN STATUTES Effective date of acts 'Every act and every portion of an act enacted by the legislature over the governor's partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of publication'

and that will not result in any other significant adverse environmental consequences.

4. Storm water management ponds and their potential to serve a role in wetland mitigation.

5. Statewide incentive programs for creating, restoring, and enhancing wetlands.

6. Statewide wetland trainings for department of natural resources staff, wetland consultants, and wetland delineators.

7. The simplification of regulations associated with creating wetlands on farm drainage ditches for the purpose of phosphorus pollution retention.

8. Ways to improve the in lieu fee subprogram of the wetland mitigation program, under s. 281.36 (3r) (e), including subcontracting the management of a program to a nonprofit organization.

9. The possibility of a professional, whose wetland delineation work is assured under the department of natural resources' wetland delineation professional assurance initiative, performing a wetland delineation confirmation under s. 23.321 on behalf of the department.

10. Methods of financing wetland mitigation requirements for local units of government.

11. Any other item related to wetlands at the discretion of the council.

SECTION 2. 20.370 (9) (bm) of the statutes, as affected by 2017 Wisconsin Act 59, is amended to read:

20.370 (9) (bm) *Wetland restoration — fees; payments.* From the general fund, all moneys received as surcharge fees under s. 281.36 (11), all moneys received as transfers to the in lieu fee subprogram as provided in s. 281.36 (3s) (h), 2015 stats., and all moneys received under the in lieu fee subprogram under s. 281.36 (3r) (e) for the restoration or creation of wetlands, for the wetland mitigation grant program under s. 281.37, and for any other activities authorized under the in lieu fee subprogram.

SECTION 3. 23.0917 (4) (c) 3. of the statutes is amended to read:

23.0917 (4) (c) 3. Grants under ~~s. ss.~~ 23.098 and 23.099.

SECTION 4. 23.099 of the statutes is created to read:
23.099 Grants for property development relating to wetland mitigation. (1) In this section:

(a) "Department land" has the meaning given under s. 281.37 (1) (a).

(b) "Nonprofit organization" means an organization that is described in section 501 (c) (3) of the Internal Revenue Code and that is exempt from federal income tax under section 501 (a) of the Internal Revenue Code.

(2) The department shall establish a program to make grants from the appropriation under s. 20.866 (2) (ta) to nonprofit organizations for property development activities relating to wetlands created, restored, or enhanced under a wetland mitigation grant under s. 281.37 on department land. Property development activities for

which a grant under this section may be awarded include those that increase public access to, awareness about, or recreational use of the new, restored, or enhanced wetland, or that improve habitat in, on, or near, the new, restored, or enhanced wetland.

(3) A nonprofit organization that applies for a grant under this section shall submit the application at the same time that it submits an application for a grant under s. 281.37. The department shall make its determination with respect to both grants at the same time, and may only award a grant under this section if it also awards a grant under s. 281.37.

(4) A grant awarded under this section may not exceed 10 percent of the amount of the related grant awarded under s. 281.37. The department may not issue the grant funding under this section to the grantee until the grantee has certified that the project funded by the grant under s. 281.37 is complete.

SECTION 5. 23.321 (1) of the statutes is renumbered 23.321 (1) (intro.) and amended to read:

23.321 (1) DEFINITION. (intro.) In this section, "wetland":

(b) "Wetland" has the meaning given in s. 23.32 (1).

SECTION 6. 23.321 (1) (am) of the statutes is created to read:

23.321 (1) (am) "Nonfederal wetland" has the meaning given in s. 281.36 (1) (br).

SECTION 7. 23.321 (2) (d) of the statutes is created to read:

23.321 (2) (d) 1. In this paragraph, "qualified 3rd person" means an individual who has completed basic and advanced wetland training and has a minimum of one year of field experience in wetland delineation.

2. A wetland confirmation that consists of a written statement, based upon the department's review of the boundaries of a wetland as delineated by a qualified 3rd person and not based upon an on-site inspection of the land by the department, of whether the department concurs with the delineation. The delineation prepared by the qualified 3rd person shall include the exact location and boundaries of the wetland. The department shall concur with the boundaries of a wetland delineated by a qualified 3rd person unless the department determines that the location and boundaries of the wetland identified in the delineation are not accurate based on maps, aerial photographs, surveys, wetland delineations, or hydrophitic soil conditions. If the department concurs with the boundaries of a wetland delineated by a qualified 3rd person, the department's statement under this paragraph shall also include the exact location and boundaries of the wetland. A wetland confirmation under this paragraph is available only with respect to a nonfederal wetland.

SECTION 8. 23.321 (4) (a) 3. of the statutes is amended to read:

23.321 (4) (a) 3. Provide a wetland confirmation not later than 60 days after a person files a request, in the manner and form required by the department, for a wetland confirmation under sub. (2) (c).

SECTION 9. 23.321 (4) (a) 4. of the statutes is created to read:

23.321 (4) (a) 4. Provide a wetland confirmation not later than 15 days after a person files a request, in the manner and form required by the department, for a wetland confirmation under sub. (2) (d).

SECTION 10. 23.321 (5) of the statutes is renumbered 23.321 (5) (a) and amended to read:

23.321 (5) (a) ~~A~~ Except as provided in par. (b), a wetland identification provided by the department under sub. (2) (b) and a wetland confirmation provided by the department under sub. (2) (c) remain effective for 5 years from the date provided by the department.

SECTION 11. 23.321 (5) (b) of the statutes is created to read:

23.321 (5) (b) 1. A wetland identification provided by the department under sub. (2) (b) and a wetland confirmation provided by the department under sub. (2) (c) or (d) remain effective for 15 years from the date provided by the department if all of the following conditions are met:

- a. The wetland is a nonfederal wetland.
- b. The parcel of land is subject to a storm water management zoning ordinance enacted under s. 59.693, 60.627, 61.354, or 62.234 or a storm water discharge permit issued under s. 283.33.

2. The department may not invalidate or amend an existing wetland delineation, or require a new wetland delineation, for a parcel to which subd. 1. applies until the wetland identification or confirmation expires.

SECTION 12. 281.12 (2) of the statutes is created to read:

281.12 (2) The department, on behalf of and at the direction of the governor, may submit an application to the federal environmental protection agency under 33 USC 1344 (g) seeking the delegation of authority to this state to administer its own individual and general permit program for the discharge of dredged or fill material into the navigable waters of this state. If the federal environmental protection agency delegates this authority to this state, the department may assume that authority.

SECTION 13. 281.36 (3b) (b) of the statutes, as affected by 2017 Wisconsin Acts 58 and 115, is amended to read:

281.36 (3b) (b) No person may discharge dredged material or fill material into a wetland unless the discharge is authorized by a wetland general permit or individual permit issued by the department under this section or the discharge is exempt under sub. (4), (4m) (a), (4n), or (4r). No person may violate any condition contained in a wetland general or individual permit issued by the department under this section. The department may not

issue a wetland general or individual permit under this section unless it determines that the discharge authorized pursuant to the wetland general or individual permit will comply with all applicable water quality standards.

SECTION 14. 281.36 (3m) (a) of the statutes, as affected by 2017 Wisconsin Acts 58 and 115, is amended to read:

281.36 (3m) (a) *When permit required.* Any person wishing to proceed with a discharge into any wetland shall submit an application for a wetland individual permit under this subsection unless the discharge has been authorized under a wetland general permit as provided in sub. (3g) or is exempt under sub. (4), (4m) (a), (4n), or (4r). Before submitting the application, the department shall hold a meeting with the applicant to discuss the details of the proposed discharge and the requirements for submitting the application and for delineating the wetland. An applicant may include in the application a request for a public informational hearing. The application shall be accompanied by the applicable fee specified in sub. (11) or (12) (a).

SECTION 15. 281.36 (3n) (d) 1. of the statutes, as affected by 2017 Wisconsin Act 118, is amended to read:

281.36 (3n) (d) 1. Except as provided in subd. 2., the department shall require mitigation under the program established under sub. (3r) for wetland individual permits it issues under this subsection and for a discharge that is exempt from permitting requirements under sub. (4n) (b) that affects more than 10,000 square feet of wetland or under sub. (4n) (c) that affects more than 1.5 acres of wetland. This subsection does not entitle an applicant to a wetland individual permit or any other approval in exchange for conducting mitigation.

SECTION 16. 281.36 (3r) (a) (intro.) of the statutes is amended to read:

281.36 (3r) (a) (intro.) The department shall establish a mitigation program that applies only to the issuance of wetland individual permits ~~and that allows and, with respect to a discharge that is exempt from permitting requirements under sub. (4n) (b) that affects more than 10,000 square feet of wetland or under sub. (4n) (c) that affects more than 1.5 acres of wetland, the portion of the affected wetland that exceeds 10,000 square feet or 1.5 acres, respectively.~~ Under the mitigation program, subject to par. (am), the department shall allow mitigation to be accomplished by any of the following methods:

SECTION 17. 281.36 (3r) (a) 4. of the statutes is repealed.

SECTION 18. 281.36 (3r) (am) of the statutes is created to read:

281.36 (3r) (am) For a discharge that is exempt from permitting requirements under sub. (4n) (b) or (c), any off-site mitigation, including any mitigation conducted by a mitigation bank or under the in lieu fee subprogram, shall be completed within the same compensation search

area, as defined by the department by rule, as the discharge

SECTION 19. 281 36 (3s) of the statutes is repealed

SECTION 20. 281 36 (4) (title) of the statutes is amended to read

281 36 (4) (title) EXEMPTIONS, CERTAIN ACTIVITIES.

SECTION 21. 281 36 (4n) of the statutes is created to read

281 36 (4n) EXEMPTIONS CERTAIN NONFEDERAL WETLANDS AND ARTIFICIAL WETLANDS (a) In this subsection

1 "Artificial wetland" means a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology and for which the department has no definitive evidence showing a prior wetland or stream history that existed before August 1, 1991, but does not include any of the following

a A wetland that serves as a fish spawning area or a passage to a fish spawning area

b A wetland created as a result of a mitigation requirement under sub (3r)

2 "Definitive evidence" means documentary evidence such as any of the following

a Maps

b Aerial photographs

c Surveys that use a scale of not more than 100 feet per inch

d Wetland delineations

3 "Rare and high quality wetland" means a wetland that is directly adjacent or contiguous to a class I or class II trout stream or that consists of 75 percent or more of any of the following wetland types

a Alder thicket

b Calcareous fen

c Coniferous swamp

d Coniferous bog

e Floodplain forest

f Hardwood swamp

g Interdunal wetland

h Open bog

i Ridge and swail complex

j Deep marsh

k Sedge meadow

4 "Sewerage system" has the meaning given in s 281 01 (14)

5 "Urban area" means any of the following

a An incorporated area

b An area within one-half mile of an incorporated area

c An area in a town that is served by a sewerage system

(b) Subject to par (e), the permitting requirement under sub (3b) does not apply to any discharge into a nonfederal wetland that occurs in an urban area and to which all of the following apply

1 The discharge does not affect more than one acre of wetland per parcel

2 The discharge does not affect a rare and high quality wetland

3 The development related to the discharge is carried out in compliance with any applicable storm water management zoning ordinance enacted under s 59 693, 60 627, 61 354, or 62 234 or storm water discharge permit issued under s 283 33

(c) Subject to par (e), the permitting requirement under sub (3b) does not apply to any discharge into a nonfederal wetland that occurs outside an urban area and to which all of the following apply

1 The discharge does not affect more than 3 acres of wetland per parcel

2 The discharge does not affect a rare and high quality wetland

3 The development related to the discharge is a structure, such as a building, driveway, or road, with an agricultural purpose

(d) Subject to par (e), the permitting requirement under sub (3b) does not apply to any discharge into an artificial wetland

(e) 1 A person who proposes a project that may affect a wetland or landscape feature under par (b), (c), or (d) shall notify the department no fewer than 15 working days before initiating the project. The notice shall include one of the following to show that the wetland or landscape feature is eligible for the relevant exemption

a A statement issued by a professional who has investigated the wetland and who is qualified to give such an opinion

b A wetland delineation prepared by a qualified professional showing the exact location and boundaries of the wetland

2 Except as provided in subd 3, if the department receives the notice and information required under subd 1, the department shall presume that the wetland or landscape feature is eligible for the exemption unless the department, within 15 working days after receiving notification of the proposed project under subd 1, notifies the person that one of the following conditions applies

a The eligibility requirements are not met

b The location and boundaries of the wetland identified in a wetland delineation included with the notification under subd 1 are not accurate

c With respect to an exemption under par (d) only, the department determines that the landscape feature is providing significant functions that either protect adjacent or downstream property or infrastructure from flooding or significantly improve the water quality of an adjacent or downstream water body

3 If the department receives the notice and information required under subd 1 but is unable to determine based on that information whether the eligibility require-

ments are met, the department may, within 15 working days after the notification under subd. 1., notify the person one time to request additional information about the parcel of land. The person shall cooperate with the department's efforts to obtain information about the relevant parcel of land and may proceed with the project only upon notification that the department has determined the landscape feature to be eligible for the exemption based on the definitive evidence.

4. If, within 15 working days after the notification is delivered to the department, the department notifies the person that subd. 2. a., b., or c. applies, the person may not proceed with the project unless authorized by, or otherwise exempted from, a wetland general or individual permit under this section.

SECTION 22. 281.36 (6) (a) (intro.) of the statutes, as affected by 2017 Wisconsin Act 115, is amended to read:

281.36 (6) (a) (intro.) The department shall promulgate rules to interpret and implement the provisions under subs. (4), (4n), (4r), and (5). In promulgating these rules, the department shall do all of the following:

SECTION 23. 281.36 (9) (a) (intro.) of the statutes, as affected by 2017 Wisconsin Act 115, is amended to read:

281.36 (9) (a) (intro.) For purposes of determining whether to issue a wetland individual permit, whether authorization to proceed as authorized under a wetland general permit is appropriate, or whether an exemption under sub. (4), (4n), or (4r) is appropriate, and for purposes of enforcing this section, any employee or other representative of the department, upon presenting his or her credentials, may do any of the following:

SECTION 24. 281.36 (12m) of the statutes is created to read:

281.36 (12m) LOCAL REGULATION OF NONFEDERAL OR ARTIFICIAL WETLANDS. A local government may not enact an ordinance or adopt a resolution regulating a matter regulated under sub. (3n) (d) 1. or (3r) (a) (intro.) or (am), with respect to a discharge exempt from permitting requirements under sub. (4n) (b) or (c), or a matter regulated under sub. (4n). If a local government has in effect on the effective date of this subsection [LRB inserts date], an ordinance or resolution regulating nonfederal wetlands or artificial wetlands, the ordinance or resolution does not apply and may not be enforced.

SECTION 25. 281.36 (13m) of the statutes is amended to read:

281.36 (13m) REPORT TO LEGISLATURE. No later than January 31, 2003, and no later than January 31 of each subsequent odd-numbered year, the department shall submit to the legislature under s. 13.172 (2) a report that provides an analysis of the impact of the implementation of mitigation on wetland resources and on the issuance of permits or other approvals under ss. 59.692, 61.351, 61.353, 62.231, 62.233, 87.30, 281.11 to 281.47 or 281.49 to 281.85 or ch. 30, 31, 283, 289, 291, 292, 293, 295, or 299. The department shall include in its report a

discussion of proposals and projects under the property development grant program under s. 23.099.

SECTION 26. 281.37 of the statutes is created to read:

281.37 Wetland mitigation grant program. (1) In this subsection:

(a) "Department land" means land owned by or under easement to the state that is under the jurisdiction of the department and used for one of the purposes specified in s. 23.09 (2) (d).

(b) "Mitigation program" means the wetland mitigation grant program established under sub. (2).

(c) "Nonprofit organization" means an organization that is described in section 501 (c) (3) of the Internal Revenue Code and that is exempt from federal income tax under section 501 (a) of the Internal Revenue Code.

(2) The department shall establish a wetland mitigation grant program under which it awards grants to nonprofit organizations to conduct projects to create, restore, or enhance wetlands under the in lieu fee subprogram in s. 281.36 (3r) (e) on department land as provided in this subsection.

(3) No later than 6 months after the effective date of this subsection [LRB inserts date], the department shall identify department land that is appropriate to include in the mitigation program. The department shall identify no less than 25 percent of department land for this purpose. The land identified shall include land in every watershed in the state.

(4) (a) No later than 3 months after completion of the land identification stage under sub. (3) or at the beginning of the following fiscal year, whichever is earlier, and no later than July 1 of each subsequent year, the department shall issue a request for proposals from nonprofit organizations for grants to conduct wetland mitigation projects on department land identified under sub. (3). The issuance of each new request for proposal begins a new grant cycle.

(b) The department shall require applications for grants under this section to include all of the following:

1. The scope of the proposed project.
2. A project timeline.
3. If possible, a specification of the functional values or uses listed in s. NR 103.03 (1), Wis. Adm. Code, that the project area does not provide or only sparsely provides.

4. A specification of the functional values or uses listed in s. NR 103.03 (1), Wis. Adm. Code, that the proposed project would create, restore, or enhance.

5. All information required to be submitted for approval to the U.S. army corps of engineers under 33 CFR part 332 and the Wisconsin Wetland Conservation Trust program instrument.

(c) After issuing the request for proposals under par. (a), the department shall accept grant applications on a rolling basis over the course of a fiscal year. The department shall select and announce grant recipients under this

subsection at the end of each quarter as funds are available

(5) (a) If an application under sub (4) is approved, the grantee and the department, in consultation, shall identify all department permits required for the grantee to conduct the project. The department shall waive all permit fees for the grantee in relation to department permits required to conduct the project.

(b) Notwithstanding timelines otherwise established for individual permits, within 60 days of receiving the grantee's application for an individual permit that is required to conduct the project, the department shall render a decision issuing, denying, or modifying the permit, and the department shall adjust all other deadlines relating to the review of the application accordingly.

(7) (a) The department shall pay out a grant under the mitigation program quarterly unless the department determines that more frequent payments are necessary to fulfill the objectives of the grant program. The department shall withhold the final payment until the grantee certifies that the project is complete.

(b) If the grantee fails to certify that the project is complete by the date indicated for completion in its application, the department shall use the remaining unpaid grant amount to either complete the project or contract with or issue a grant to another nonprofit organization to complete the project. An organization that fails to certify completion of a project by the date indicated in its application for completion is not eligible for a new grant under the mitigation program for 2 grant cycles.

(c) The department may agree to a modified deadline for the project if unusual or unforeseen circumstances cause a delay. If the department agrees to a modified deadline, the consequences under par (b) apply only if the grantee fails to certify that a project is complete by the date indicated in that agreement.

(8) Before 6 months have elapsed after the 5th anniversary of the department's first issuance of a request for proposals under sub (4), the department shall submit to the legislature under s 13.172 (2) a report analyzing the effectiveness of the first 5 years of the mitigation program and making recommendations for changes to the program.

SECTION 27. Nonstatutory provisions.

(1) FEDERAL REVIEW OF MITIGATION PROJECTS. The department of natural resources may submit a request to the U S army corps of engineers that the U S army corps of engineers move up all deadlines relating to its review and approval of wetland mitigation project proposals under the in lieu fee subprogram under section 281.36 (3r) of the statutes so that the time it takes for the U S

army corps of engineers to approve such a proposal is shortened. The department of natural resources may submit a request to the U S army corps of engineers to approve a modification to the Wisconsin Wetland Conservation Trust program instrument in order to implement the mitigation grant program established under section 281.37 of the statutes.

(2) APPOINTMENT OF MEMBERS OF WETLAND STUDY COUNCIL. The governor shall appoint the members of the wetland study council under section 15.347 (22) (a) 1 to 8 of the statutes and the secretary of natural resources shall appoint the member of the wetland study council under section 15.347 (22) (a) 9 of the statutes no later than 6 months after the effective date of this subsection.

(3) INITIAL TERMS FOR WETLAND STUDY COUNCIL MEMBERS. Notwithstanding section 15.347 (22) of the statutes, of the members of the wetland study council who are appointed as initial members, 3 members shall serve for a 2-year term and 3 members shall serve for a 4-year term.

SECTION 28. Initial applicability.

(1) NONFEDERAL WETLAND DELINEATIONS

(a) Except as provided in paragraph (b), the renumbering and amendment of section 23.321 (1) and (5) of the statutes and the creation of section 23.321 (1) (am) and (5) (b) of the statutes first apply to a wetland identification provided by the department of natural resources under section 23.321 (2) (b) of the statutes and a wetland confirmation provided by the department of natural resources under section 23.321 (2) (c) of the statutes for a nonfederal wetland on January 1, 2003.

(b) The renumbering and amendment of section 23.321 (1) and (5) of the statutes and the creation of section 23.321 (1) (am) and (5) (b) of the statutes first apply to a wetland identification and wetland confirmation under paragraph (a) even if the wetland identification or wetland confirmation expired prior to the effective date of this paragraph unless a more recent wetland identification or wetland confirmation was provided by the department of natural resources showing a wetland on the parcel and a discharge was carried out in the wetland in compliance with a permit under section 281.36 of the statutes prior to the effective date of this paragraph.

SECTION 29. Effective dates. This act takes effect on the day after publication, except as follows:

(1) PERMIT EXEMPTIONS FOR CERTAIN NONFEDERAL WETLANDS AND ARTIFICIAL WETLANDS. The treatment of section 281.36 (3b) (b), (3m) (a), (3n) (d) 1, (3r) (a) (intro) and (am), (4) (title), (4n), (6) (a) (intro), and (9) (a) (intro) of the statutes takes effect on July 1, 2018.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

October 27, 2020

Regulatory File No. 2020-01931-MHK

Shyann Banker
Evergreen Consultants LLC
2918 Van Hoof Road
Green Bay, Wisconsin 54313

Dear Ms. Banker

This letter regards an approved jurisdictional determination for the property located at 7475 S. 49th Street in the City of Franklin. The site is in Section 11, Township 5 North, Range 21 East, Milwaukee County, Wisconsin. The review area for our jurisdictional determination for Wetland 1 and 2 is identified on the enclosed figures labeled, 2020-01931-MHK Figure 1 and 2.

The review area contains no waters of the United States subject to Corps of Engineers (Corps) jurisdiction. Therefore, you are not required to obtain Department of the Army authorization to discharge dredged or fill material within this area. The rationale for this determination is provided in the enclosed Approved Jurisdictional Determination form. This determination is only valid for the review area described. You are also cautioned that the area of waters described on the enclosed Jurisdictional Determination form is approximate and is not based on a precise delineation of aquatic resources.

If you object to this approved jurisdictional determination, you may request an administrative appeal under Corps regulations at 33 CFR 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA form to the Mississippi Valley Division Office at the address shown on the form.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the enclosed NAP. It is not necessary to submit an RFA form to the division office if you do not object to the determination in this letter.

This approved jurisdictional determination may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the determination in response to changing site conditions, information that was not considered during our initial review, or off-site activities that could indirectly alter the extent of wetlands and other resources on-site. This determination may be renewed at the end of the five year period provided you submit a written request and our staff are able to verify that the limits established during the original determination are still accurate.

If you have any questions, please contact me in our Brookfield office at (651) 290-5733 or Marie.H.Kopka@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

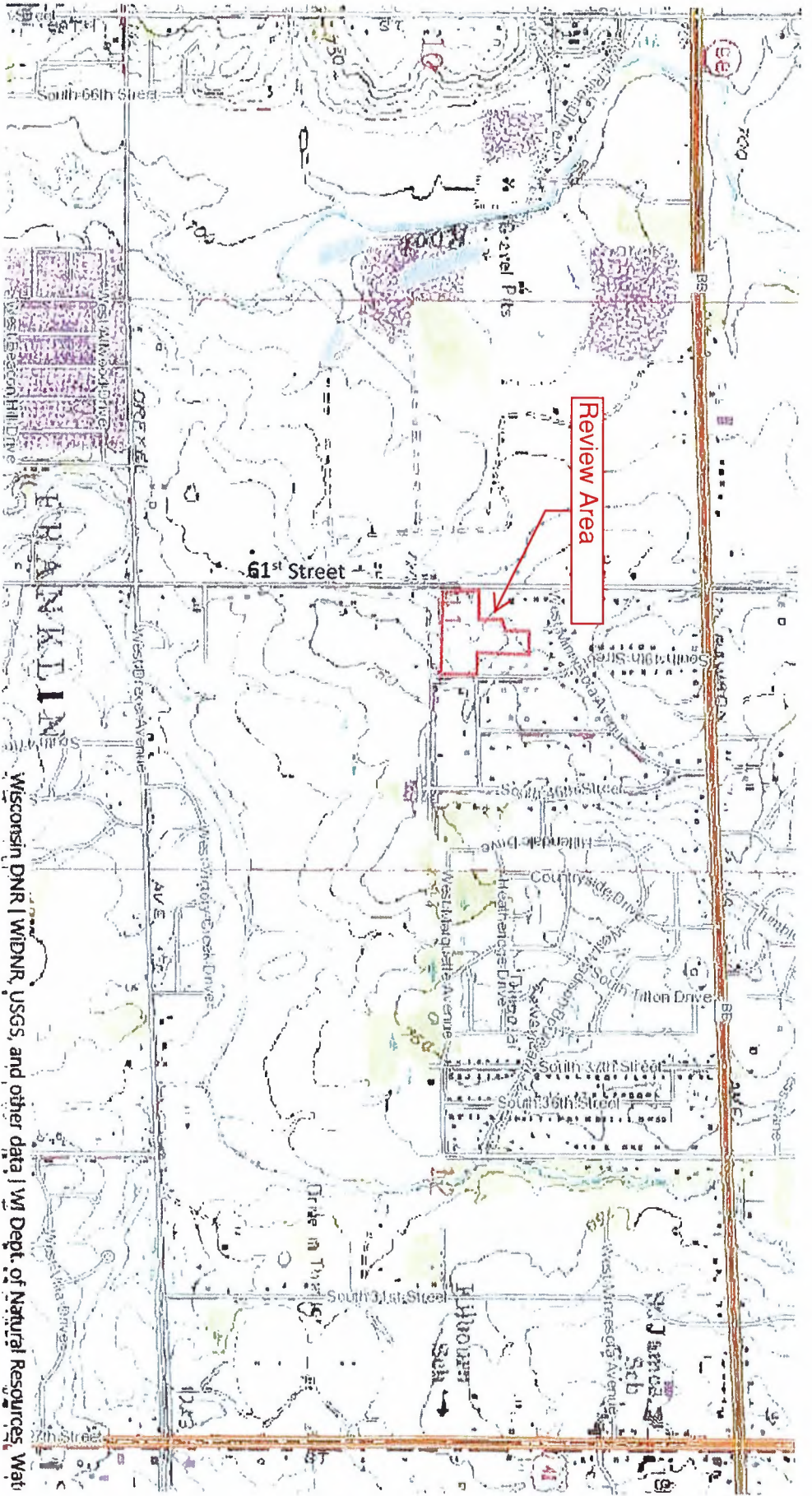
A handwritten signature in black ink, appearing to read "Marie H. Kopka".


Marie H. Kopka
Lead Project Manager

Regulatory Branch (File No. 2020-01931-MHK)

Enclosures

Cc Ryan Pappas, Wisconsin DNR
Ben LaCount, Evergreen



 N
Project
Area in red

49th & Marquette Ave., Franklin WI
Location and USGS Topographic Map
Figure 1



Marquette Ave North
 Wetland Map
 7475 S 49th Street
 City of Franklin
 Milwaukee County, WI



Legend

- Site Boundary
- Picture Location
- Wetland Line
- Wetland
- Catch Basin
- Culvert
- Parcels

Project: MIL20-016-06

Note: Wetlands Delineated by
 Alice Thompson, October 31, 2017
 and mapped by Metropolitan Survey
 Service, Inc.



2026 Wm. Hall Road • Green Bay, WI 54903
 Phone: 920.655.0010 • Website: www.evergreenwis.com



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

I. ADMINISTRATIVE INFORMATION

Completion Date of Approved Jurisdictional Determination (AJD): 10/27/2020
 ORM Number: MVP-2020-01931-MHK (Wetland 1, 2)
 Associated JDs: N/A
 Review Area Location¹: State/Territory: WI City: Franklin County/Parish/Borough: Milwaukee
 Center Coordinates of Review Area: Latitude 42.909788 Longitude -87.978141

II. FINDINGS

A. Summary: Check all that apply. At least one box from the following list MUST be selected. Complete the corresponding sections/tables and summarize data sources.

- The review area is comprised entirely of dry land (i.e., there are no waters or water features, including wetlands, of any kind in the entire review area). Rationale: N/A or describe rationale.
- There are "navigable waters of the United States" within Rivers and Harbors Act jurisdiction within the review area (complete table in Section II.B).
- There are "waters of the United States" within Clean Water Act jurisdiction within the review area (complete appropriate tables in Section II.C).
- There are waters or water features excluded from Clean Water Act jurisdiction within the review area (complete table in Section II.D).

B. Rivers and Harbors Act of 1899 Section 10 (§ 10)²

§ 10 Name	§ 10 Size	§ 10 Criteria	Rationale for § 10 Determination
N/A.	N/A.	N/A.	N/A.

C. Clean Water Act Section 404

Territorial Seas and Traditional Navigable Waters ((a)(1) waters): ³			
(a)(1) Name	(a)(1) Size	(a)(1) Criteria	Rationale for (a)(1) Determination
N/A.	N/A.	N/A.	N/A.

Tributaries ((a)(2) waters):			
(a)(2) Name	(a)(2) Size	(a)(2) Criteria	Rationale for (a)(2) Determination
N/A.	N/A.	N/A.	N/A.

Lakes and ponds, and impoundments of jurisdictional waters ((a)(3) waters):			
(a)(3) Name	(a)(3) Size	(a)(3) Criteria	Rationale for (a)(3) Determination
N/A.	N/A.	N/A.	N/A.

Adjacent wetlands ((a)(4) waters):			
(a)(4) Name	(a)(4) Size	(a)(4) Criteria	Rationale for (a)(4) Determination
N/A.	N/A.	N/A.	N/A.

¹ Map(s)/figure(s) are attached to the AJD provided to the requestor.

² If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.

³ A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD Form.



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

D. Excluded Waters or Features

Excluded waters ((b)(1) – (b)(12)): ⁴				
Exclusion Name	Exclusion Size		Exclusion ⁵	Rationale for Exclusion Determination
Wetland 1	0.29	acre(s)	(b)(1) Non-adjacent wetland.	Wetland 1 and 2 do not abut one point or side of an (a)(1)-(3) water. Wetland 2 is within a depressional basin surrounded by upland with no inlets/outlets. Wetland 1 does outlet into a roadside ditch to the west; however, the ditch is not an (a)(1)-(3) water. Based on the U.S. Geological Survey, aerial photos, site photos, and FEMA map, these wetlands would not be flooded by an (a)(1)-(3) water in a typical year. There is no natural or artificial berm, bank, dune or similar feature that is physically separating these wetlands from an (a)(1)-(3) water. The closest (a)(1)-(3) water is the East Branch Root River approximately 2860 linear feet to the south.
Wetland 2	0.06			

III. SUPPORTING INFORMATION

A. Select/enter all resources that were used to aid in this determination and attach data/maps to this document and/or references/citations in the administrative record, as appropriate.

- Information submitted by, or on behalf of, the applicant/consultant: **Thompson & Associates Wetland Delineation Report dated 10-31-2017**
This information is sufficient for purposes of this AJD.
Rationale: *N/A*
- Data sheets prepared by the Corps: *Title(s) and/or date(s)*.
- Photographs: *Aerial and Other: 2019 (Google Earth Street View); 2017, 2015, 2013, 2010, 2008, 2006, 2005, 2002, 2001, 2000, 1999, 1998, 1997, 1996, 1995 (NAIP and FSA in delineation report); 2017 (site photos from delineation report and JD request)*.
- Corps site visit(s) conducted on: *Date(s)*.
- Previous Jurisdictional Determinations (AJDs or PJDs): *ORM Number(s) and date(s)*.
- Antecedent Precipitation Tool: *provide detailed discussion in Section III.B.*
- USDA NRCS Soil Survey: *Milwaukee County*
- USFWS NWI maps: *provided within JD request*
- USGS topographic maps: *1:24K WI-Greendale*

Other data sources used to aid in this determination:

Data Source (select)	Name and/or date and other relevant information
USGS Sources	N/A.
USDA Sources	N/A.
NOAA Sources	N/A.

⁴ Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.

⁵ Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
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Data Source (select)	Name and/or date and other relevant information
USACE Sources	N/A.
State/Local/Tribal Sources	Wisconsin DNR Surface Water Data Viewer; Wisconsin Wetland Inventory
Other Sources	FEMA map; Milwaukee County 1-foot contour map provided with request

B. Typical year assessment(s): N/A

C. Additional comments to support AJD: N/A

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: Evergreen Consultants LLC (Shyann Banker)		File No.: 2020-01931-MHK	Date: October 27, 2020
Attached is		See Section below	
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
X	APPROVED JURISDICTIONAL DETERMINATION	D	
	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cccwo/reg> or Corps regulations at 33 CFR Part 331

- A INITIAL PROFFERED PERMIT** You may accept or object to the permit
- **ACCEPT** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
 - **OBJECT** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.
- B PROFFERED PERMIT** You may accept or appeal the permit
- **ACCEPT** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
 - **APPEAL** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.
- C PERMIT DENIAL** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.
- D APPROVED JURISDICTIONAL DETERMINATION** You may accept or appeal the approved JD or provide new information
- **ACCEPT** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
 - **APPEAL** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.
- E PRELIMINARY JURISDICTIONAL DETERMINATION** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION

If you have questions regarding this decision and/or the appeal process you may contact

Marie Kopka
U S Army Corps of Engineers
250 Sunnyslope Road, Suite 296
Brookfield, Wisconsin 53005

651-290-5733

If you only have questions regarding the appeal process you may also contact the Division Engineer through

Administrative Appeals Review Officer
Mississippi Valley Division
P O Box 80 (1400 Walnut Street)
Vicksburg, MS 39181-0080
601-634-5820 FAX 601-634-5816

RIGHT OF ENTRY Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

<hr/> Signature of appellant or agent	Date	Telephone number
---------------------------------------	------	------------------

Lisa Van Handel

From: Ben LaCount <ben@evergreenwis.com>
Sent: Monday, November 23, 2020 4:07 PM
To: Grant Duchac
Subject: Fwd: Marquette Ave North, Non-Federal Wetland Exemption Request-HOLD, City of Franklin, Milwaukee County
Attachments: _4286.pdf

{EXTERNAL EMAIL}

Here is the letter we discussed. Let me know if you have any questions.
Thanks,

Benjamin J. LaCount
PLS, Planner
WI Professionally Assured Wetland Delineator
920-265-4105
ben@evergreenwis.com



2918 Van Hoof Road
Green Bay, WI 54313

----- Forwarded message -----

From: Pappas, Ryan J - DNR <Ryan.Pappas@wisconsin.gov>
Date: Mon, Nov 23, 2020 at 4:01 PM
Subject: Marquette Ave North, Non-Federal Wetland Exemption Request-HOLD, City of Franklin, Milwaukee County
To: mcudney@veridianhomes.com <mcudney@veridianhomes.com>, shyann@evergreenwis.com <shyann@evergreenwis.com>, ben@evergreenwis.com <ben@evergreenwis.com>, Pearce, Thomas K - DNR <Thomas.Pearce@wisconsin.gov>, Nedland, Thomas S - DNR <Thomas.Nedland@wisconsin.gov>, Brown, Joshua A - DNR <JoshuaA.Brown@wisconsin.gov>

Good Afternoon Shyann, Ben and Matt,

Thank you for submitting a non-federal wetland exemption request for a wetland area in the City of Franklin. I hope you are doing well. I have reviewed your non-federal wetland exemption request - urban track (**EXE-SE-2020-41-03780**) in the City of Franklin, Milwaukee County which will be impacting 0.352 acres of rudimentary fresh wet meadow wetland on a parcel. Non-federal wetland impacts between 10,000 square feet and 1 acre per parcel are eligible for the exemption, but require the purchase of wetland mitigation credits to compensate for the wetland losses. The review of your application will be placed on HOLD, until the mitigation requirement as described below has been satisfied. These credits may only be held available for you for a specific period of time, and cannot be guaranteed if this requirement isn't satisfied in a timely manner. More details will follow. These impacts will require the following wetland mitigation requirements:

Total non-federal wetland impact = 15,352 square feet – 10,000 square feet (non-federal reduction) = 5,352 square feet (0.12 acres)

0.12 square feet X 1.45: 1 ratio = 0.17 mitigation credits required

Wisconsin DNR has determined that mitigation for the above mentioned wetland impact located in the City of Franklin, Milwaukee County, NW ¼ of the SE ¼ section 11 Township 5N Range 21E, will be accomplished through the purchase of Wisconsin Wetland Conservation Trust (WWCT)(In-Lieu Fee program) mitigation credits. This was determined as there are no private wetland mitigation banks credits available in the SW Lake Michigan service area, and there is ILF credits available within this service area.

Wetland Conservation Trust Credits:

Please contact the Wisconsin DNR Wetland Conservation Trust Program (Tom Pearce, 608-264-8554, Thomas.Pearce@wisconsin.gov) and purchase the following credits to satisfy this mitigation requirement:

0.12 acres X 1.45: 1 ratio = 0.17 mitigation credits

To help facilitate these purchases, Tom Pearce (DNR Wetland Conservation Trust Program) has been copied on this email.

Once you receive an affidavit of purchase from the ILF Program, please forward that information to Tom Nedland and I. Please note that DNR cannot issue our non-federal exemption approval until we receive the affidavit of credit purchases. Therefore our review of your application will be placed on HOLD, until these requirements have been satisfied. Please let me know if you have any questions or concerns regarding this email. Thank you and have a great day,

Ryan

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Ryan Pappas
Water Management Specialist-Waterways and Wetlands
Wisconsin Department of Natural Resources
1155 Pilgrim Road

Plymouth, WI 53073
Phone: (715) 492-0200
Ryan.Pappas@wisconsin.gov



Notice: Pursuant to § 281.36, Wis. Stats., this Mitigation Summary Worksheet (MSS) must be completed in its entirety and submitted to the Department of Natural Resources (DNR) prior to the required pre-application meeting set up by the DNR. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin Open Records law [§§ 19.31 – 19.39, Wis. Stats.]

This MSS is required for Wisconsin Department of Natural Resources Wetland Individual Permit (IP) applications as wetland compensatory mitigation is required for all issued IP projects. The applicant, or authorized representative, shall complete all fields below and submit this MSS along with their required pre-application materials in advance of the mandatory pre-application meeting. A final version of the MSS shall then be re-submitted along with the final IP application following completion of the pre-application meeting reflecting any resulting alterations to the proposed project representing the final wetland compensatory mitigation details.

<input checked="" type="checkbox"/> Preliminary mitigation summary sheet		<input type="checkbox"/> Final mitigation summary sheet			
CONTACT INFORMATION		APPLICANT		AUTHORIZED REPRESENTATIVE	
Name (Last, First, Middle Initial)		Matt Cudney		Benjamin J. LaCount	
Title		Vice President of Operations		Consultant	
Organization / Entity		Veridian Homes		Evergreen Consultants	
Mailing Address		N60W21555 Legacy Trail		2918 Van Hoof Road	
City, State, Zip Code		Menomonee Falls, WI 53051		Green Bay, WI 54313	
Email Address		mcudney.@veridianhomes.com		ben@evergreenwis.com	
Phone Number (incl. Area Code)		608-226-3016		920-265-4105	
PROJECT INFORMATION					
Project Name			Residential Subdivision Franklin South		
Mitigation Service Area			Lake Michigan - Southeast		
Latitude---Longitude Coordinates			42.91011 -87.97856		
Municipality Location (City, Village, Town)			City of Franklin		
Township --- Range --- Section			Section 11, T05N-R21E		
County Location			Milwaukee		
Project Description (including description of wetland impact)			Construct new subdivision		
PROPOSED UNAVOIDABLE WETLAND IMPACTS BY COVER TYPE AND DELINEATED ACREAGE					
Acreage (to nearest 0.01)			Wetland Cover Type		
0.35 Acres - 0.23 Acres = 0.12 Acres			Shallow, Open Water		
			Deep and Shallow Marshes		
			Sedge Meadows		
			Fresh (Wet) Meadow		
			Wet to Wet-Mesic Prairie		
			Calcareous Fens		
			Bogs (Open or Coniferous)		
			Shrub – Carr or Alder Thicket		
			Hardwood or Coniferous Swamps		
			Floodplain Forests		
Seasonally Flooded Basins					
CHECK SELECTION	PROPOSED COMPENSATORY MITIGATION	EXPLAIN WHY TYPE WAS CHOSEN / LIST CONTACTED PARTY	EXPLAIN WHETHER CREDITS ARE AVAILABLE		
<input type="checkbox"/>	Credit Purchase: Mitigation Bank		Credits are not available		
<input checked="" type="checkbox"/>	Credit Purchase: WI Wetland Conservation Trust (In-Lieu Fee)	No Credits available in the SW Lake Michigan Service Area			
<input type="checkbox"/>	Permittee Responsible Mitigation				

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<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 03/16/2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>ENVIRONMENTAL COMMISSION RECOMMENDATION TO ADD BUCKTHORN TO THE LIST OF NOXIOUS WEED; AN ORDINANCE TO AMEND §178-3F.(2) OF THE MUNICIPAL CODE TO INCLUDE COMMON BUCKTHORN (RHAMNUS CATHARTICA [L.]) AND GLOSSY BUCKTHORN (RHAMNUS FRANGULA [L.]) IN THE DEFINITION OF NOXIOUS WEEDS</p>	<p>ITEM NUMBER <i>G.4.</i></p>

At the October 6th Common Council meeting, the Council adopted a motion to “refer [this item] to the Environmental Commission, to work with staff to develop a proposal for classification of Buckthorn as a noxious weed.”

Buckthorn had previously been discussed by both Common Council and the Environmental Commission. At the September 15, 2020 meeting, the Common Council recommended the reclassification of buckthorn as a noxious weed. The Environmental Commission requested that the matter be referred back to them so that they could work with Staff including the City Forester to develop a set of recommendations for implementing the policy.

The Commission has reviewed the matter in detail, and is forwarding key findings, and recommendations for Council action.

Key findings:

1. Buckthorn is listed by the Wisconsin Department of Natural Resources as a “restricted invasive species.” It is widely established in Franklin and throughout the state
2. Buckthorn has an extended growth cycle. It leafs out very early and retains its leaves late into the growing season, giving them a longer growing season than native plants.

Removal:

3. Two methods may be employed: Physical removal and chemical (herbicide) treatment. It is recommended to target the plant by season, removing existing plants before they can fruit. Complete removal requires multiple treatments over several growing seasons. With the use of herbicides, it can be accomplished in two years. Without herbicide it may take as long as seven.
4. Classification as a noxious weed will put buckthorn in the scope of the Weed Commissioner to assist with complaints and required removal. The Weed Commissioner is not currently certified to use the type of sprayed herbicides used for treatment of buckthorn, and therefore would use physical removal methods

Recommendations:

- 1 **Public education:** the Commission recommends inclusion of articles in the City newsletter detailing the change to the Municipal Code requiring removal, and information about how to treat and remove buckthorn. This information will also be

added to the Environmental Commission portion of the City website. The Commission will offer these materials at events such as Arbor Day over the next year as well.

2. **Appeals process** (municipal code update): because the current ordinance requires the removal of any noxious weed “within 5 days (§ 178-3F(4)(c)),” which is not feasible for a plant that may require multiple treatments, the Environmental Commission recommends an additional change to the Municipal code to allow for a separate appeals process. Currently, under §178-3F(5) appeals of weed citations are directed first to the Alderperson of the District, and then to the Common Council. The Environmental Commission proposes that applicants may provide a buckthorn removal plan for their review and approval, in coordination with the City Forrester.
3. **Reclassification of both varieties of buckthorn** – Common “Rhamnus cathartica,” and Glossy “Rhamnus frangula” as a noxious weed.

A copy of the current regulation regarding noxious weeds, and the draft ordinance to change the regulation, and are attached.

COUNCIL ACTION REQUESTED

A motion to adopt ORD 2021- _____, an ordinance to amend §178-3F.(2) of the Municipal Code to include Common Buckthorn (RHAMNUS CATHARTICA [L]) and Glossy Buckthorn (RHAMNUS FRANGULA [L]) in the definition of Noxious Weeds.

And

A motion to direct staff to prepare an ordinance to amend §178-3F(5) of the Municipal Code to allow for Environmental Commission review and approval of buckthorn removal plans, in coordination with the City Forrester

And

A motion to direct the Environmental Commission to develop standards and guidelines in coordination with City of Franklin staff for buckthorn removal plans subject to their review

Or

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

Department of City Development. MX
Public Works Department: TR

§178-3 **Public nuisances affecting health.**

The following acts, omissions, places, conditions and things are hereby specifically declared to be public health nuisances, but such enumeration shall not be construed to exclude other health nuisances coming within the definition of § 178-2: ***

F. Noxious weeds.

[Amended 6-22-1999 by Ord. No. 99-1560; 4-18-2000 by Ord. No. 2000-1598; 7-9-2002 by Ord. No. 2002-1720]

(1) Purpose. The purpose of this subsection is to promote the preservation, restoration and management of native plant communities and wildlife habitats within the City limits, while recognizing that landowners may have an interest in maintaining managed turf grass landscapes. The use of wildflowers and native plants in managed landscape design is encouraged; is economical; reduces maintenance; conserves water and soil; reduces use of pesticides, herbicides, and fertilizers; sustains butterflies, birds, and other wildlife; and preserves rapidly disappearing species.

(2) Definitions. As used in this subsection, the following terms shall have the meanings indicated:

DESTROY

The complete killing of weeds or the killing of weed plants above the surface of the ground by the use of chemicals, cutting, tillage, cropping system, pasturing livestock, or any or all of these in effective combination, at a time and in a manner as will effectually prevent the weed plants from maturing to the bloom or flower stage.

NOXIOUS WEEDS

Canada thistle, leafy spurge and field bindweed (creeping Jenny) and such other vegetative material as is set forth under this definition. The growth of noninvasive native plants, including but not limited to ferns, grasses, forbs, aquatic plants, trees and shrubs in a managed and maintained landscape is permitted under this Subsection **F**, provided such plants were not obtained, planted or maintained in violation of any federal, state or other local law and further provided that such landscape or vegetated area is not unmanaged in appearance or overgrown, when such growth indicates a condition of neglect that may adversely affect human health, safety or welfare or property values, the latter conditions of illegal or unmanaged growth constituting noxious weeds. All noxious weeds shall 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, noxious weeds shall be kept cut to a height of not to exceed six inches. Noxious weeds also include: Bull thistle (*Cirsium vulgare*), Crown Vetch (*Coronilla Varia*), Queen Anne's Lace (*Daucus carota*), Purple loosestrife (*Lythrum salicaria*) Garlic mustard (*Alliaria petiolata*), White sweetclover (*Melilotus*

alba), Yellow sweetclover (*Melilotus officinalis*), Periwinkle (myrtle) (*Vinca Minor*), Teasel (*Dipsacus sylvestris*), Common burdock (*Actium miunus*) and Giant burdock (*Actium lappa*).

[Amended 9-24-2002 by Ord. No. 2002-1726]

PERSON

Every individual, association, firm, corporation or entity of any kind whatsoever.

SUBNOXIOUS WEEDS

Plants which have the potential to invade wild areas, out-compete native species and degrade habitats. Subnoxious weeds are prohibited within any landscape plan as may be required by the City of Franklin Unified Development Ordinance; however, the removal or destruction of existing subnoxious weeds by a landowner is encouraged, but not required. Subnoxious weeds include: Autumn olive (*Elaeagnus umbellata*), Barberry (*Berberis* spp.), Multiflora Rose (*Rosa multiflora*), Buckthorn Common buckthorn (*Rhamnus cathartica*), Glossy "Tall hedge" buckthorn (*Rhamnus frangula*), European alder (*Alnus glutinosa*), Privet (*Ligustrum vulgare*), Siberian elm (*Ulmus pumila*), Norway maple (*Acer platanoides*) and European honeysuckle (*Lonicera tartarica*, *L. japonica*, *L. maakii*, *L. morrowi*, *L. x-morrowi*, *L. x-bella* and their cultivars).

(3) Destruction required. Every person shall destroy all noxious weeds on land which such person owns, occupies or controls.

(4) Enforcement.

(a) Weed Commissioner appointment. Annually on or before May 15, the Mayor shall appoint a Weed Commissioner for each aldermanic district. If an Alderperson wishes to be the Weed Commissioner for that district, the Mayor shall appoint the Alderperson.

(b) Weed Commissioner's duties. The Mayor delegates to the City Clerk the responsibility to annually publish on or before May 15 a Class 2 notice under Ch. 985, Wis. Stats., that every person is required to destroy noxious weeds on land within his or her control, ownership or occupancy. The Weed Commissioner shall carefully investigate the existence of noxious weeds and cause such noxious weeds to be destroyed by cutting. The Weed Commissioner may also be the weed cutter. The Weed Commissioner and/or cutter is authorized to enter upon any lands not exempt under § 66.0407(5), Wis. Stats., pursuant to § 66.0517(3), Wis. Stats.

(c) Procedure. Upon discovering the existence of noxious weeds, the Weed Commissioner may notify the office of the Clerk to give five days' written notice by mail to the owner or occupant of the land containing noxious weeds to destroy such weeds. If such weeds are not destroyed after five days, the Weed Commissioner shall cause all noxious weeds on the identified land to be destroyed by cutting. The cutter shall keep a written record of the time devoted to weed destruction for each parcel of land.

(d) Payment. The cutter shall make and present to the City Clerk an account verified by oath and approved by the Weed Commissioner. The account shall specify by separate items the hours and amount chargeable to each parcel of land. For private land, the City shall enter the amount chargeable and an investigative notice charge of \$35 to each parcel of land in the tax roll as a tax on the land, which shall be collected as a tax. For public land, the City may collect the amount due by other available means.

[Amended 4-2-2013 by Ord. No. 2013-2104]

(e) Certain complaints prohibited. No person shall make or aid and abet in the making of a written or oral complaint to the City or the Weed Commissioner under this Subsection **F** with the intent to obtain weed cutting work for monetary compensation for the person or for a person other than the Weed Commissioner. Any person violating this Subsection **F(4)(e)** shall be subject to the penalty provision set forth under § **1-19** of the Municipal Code.

(5) Appeals. A person owning, occupying or controlling land which is the subject of a determination of the existence of noxious weeds by the Weed Commissioner may object to and appeal such determination. Such person shall have a right of appeal, provided that the person files a written objection and request for an appeal with the City Clerk within three days of the date of the notice to the person to destroy weeds set forth under Subsection **F(4)(c)**, above. Upon receipt of the written objection and request for appeal, the City Clerk shall deliver copies of the objection and request to the Weed Commissioner and the Alderperson of the district in which the property is located. The Alderperson may attempt to mediate the dispute, and upon notice from the Alderperson to the City Clerk that the Alderperson will not mediate the dispute or that mediation has failed or upon the expiration of five days from the date of delivery without notice that the dispute has been resolved, the City Clerk shall place the objection and request upon an agenda for Common Council determination. The person appealing shall provide written and photographic or video evidence to the Common Council that the subject vegetation is not noxious weeds and the burden of proof of such issue shall be on the appellant.

ORDINANCE NO. 2020-_____

AN ORDINANCE TO AMEND §178-3F.(2) OF THE MUNICIPAL CODE TO INCLUDE COMMON BUCKTHORN (RHAMNUS CATHARTICA [L.]) AND GLOSSY BUCKTHORN (RHAMNUS FRANGULA [L.]) IN THE DEFINITION OF NOXIOUS WEEDS

WHEREAS, the Environmental Commission having reviewed the Municipal Code as it pertains to the removal of noxious weeds from property, and having recommended to the Common Council to amend the Municipal Code to include Common Buckthorn (*Rhamnus cathartica* [L.]) and Glossy Buckthorn (*Rhamnus frangula* [L.]) in the definition of noxious weeds in subsection §178-3F.(2) of the Municipal Code.

WHEREAS, the Common Council having considered the recommendation and having determined same to be reasonable and in the public interest.

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

SECTION 1: §178-3F.(2), NOXIOUS WEEDS definition, of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended as follows: immediately following “Noxious weeds also include:”, insert: “Common Buckthorn (*Rhamnus cathartica* [L.]), Glossy Buckthorn (*Rhamnus frangula* [L.]”,

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 Franklin this _____ day of _____, 2020.

ORDINANCE NO. 2020-_____

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APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/16/2021
REPORTS & RECOMMENDATIONS	Approval of a Job Description for the Inspections Permit Coordinator Position	ITEM NUMBER G.5.

Below is information relative to and a recommendation regarding the approval of a new job description for the Inspections Permit Coordinator Position.

This item is being considered by the Personnel Committee on March 15, 2021, and any recommendation that is made by the Committee will be reported at the Council Meeting on Tuesday, March 16, 2021.

BACKGROUND

An earlier version of the attached job description was reviewed and approved by the Personnel Committee on May 18, 2020. Since that time, there have been a few modifications made to the job description, as shown on the attached document, requiring the job description to be reviewed and approved by the Personnel Committee. The most significant change from the previous approval is a change in pay grade, from a Grade 6 (\$25.83-\$33.58 per hour) to a Grade 5 (\$24.03 - \$31.23 per hour) which, after further review by the Director of Administration and Human Resources Coordinator, is deemed appropriate.

By way of history, the position that the Permit Coordinator is replacing is the Permit Clerk. The Permit Clerk is primarily responsible for permit intake of all commercial building projects and also performs a variety of other duties in the department. In many cases, the Permit Clerk carries the very important role of being the first contact a commercial builder/developer has with the City. Our current Permit Clerk, who has provided outstanding service to our customers over the course of her career with the City, will be retiring May 7, 2021. Given our present and planned future needs, the request is being made to change the title of the position from Inspections Permit Clerk to Permit Coordinator.

A full evaluation of the new position, including the new and expanded duties, was completed using the City's established job rating system resulting in a pay grade of 5 for the position.

ANALYSIS

The following changes to the position were made in the previous version of the job description, already approved by the Committee:

- Accepts Building Permit Submittals for all commercial projects, ensures that plan submittals are complete, and routes them to the proper plan review staff – *Expanded*
- Coordinates from start to finish the issuance of all permits issued by the department – *New*
- Works as a liaison between Inspections Services and other City departments with regard to the review of permits and ensuring that the projects are completed in a timely manner – *New*
- Assists the Chief Building Inspector in issuing Sign Permits – *New*
- Acts as the interdepartmental Zoning Administrator – *New*
- Trains front office staff – *Expanded*
- Conducts limited field inspections – *New*
- Prepares departmental year-end activity reports – *New*

- Assists other employees in BS&A software problem solving – *New*
- Attends Architectural Review Board Meetings as a back-up to the Director of Inspections Services – *New*
- Assists the Director of Inspections Services in establishing standardized office procedures and plan reviews – *Expanded*
- Prepares newsletter articles – *New*

RECOMMENDATION

Staff recommends that the Common Council approve the new job description for the Inspections Permit Coordinator Position; and authorize Human Resources to update the Employee Handbook as needed.

COMMON COUNCIL ACTION REQUESTED

Motion to approve the new job description for the Inspections Permit Coordinator Position; and authorize Human Resources to update the Employee Handbook as needed.

CITY OF FRANKLIN
Job Description

Job Title: Permit Coordinator

Department: Inspection Services

Reports To: Director of Inspection Services

Salary Level: Salary Grade 65

FLSA Status: Non-Exempt

Prepared By: W. Scott Satula, Director of Inspection Services & Dana Zahn, Human Resources Coordinator

Prepared Date: ~~May 13, 2020~~ March 1, 2021

Approved By:

Approved Date:

Summary:

Coordinates the issuance of all permits issued by the department. Provides clerical support and training for the department.

Essential Duties and Responsibilities:

Reports to the Director of Inspection Services

Accepts Building Permit Application submittals for all "commercial" projects. Ensures that plan submittals are complete and routed to the proper plan review staff.

Coordinates from start to finish the issuance of all permits issued by the Department.

Works as staff liaison between Inspection Services and other City Departments for review processing of permits

Assists Chief Building Inspector for issuing sign permits

Acts as interdepartmental Zoning Administrator

Trains front office staff

Assists as back-up to front office staff (Secretary and Permit Technician) answering phones, servicing customers at counter, and covering during the absence of other front office staff

Conducts plan reviews and issues over-the-counter small project building permits

Conducts limited field inspections

Responds to "commercial" use open records requests

Acts as a "lead" staff person for BS&A software implementation and management

Attends Architectural Review Board meetings as back-up to Director of Inspection Services

Assists DIS with establishing standardized office procedures and plan reviews.

Prepares newsletter articles.

Issue building permits for the construction of accessory structures, fences, swimming pools, attached decks, foundation repairs, and other types of permits as authorized by the Director of Inspection Services.

Compose, type, and edit a variety of correspondence, reports, memoranda, and other materials.

Receive and perform preliminary checks of building plans, surveys, and specifications submitted for permit applications.

Prepare applications and enter permit application information into the computer system.

Coordinate and schedule inspections to be made by the building, plumbing, and electrical inspectors, and permit technician.

Maintain filing systems, control records, and indexes.

Prepare various detailed monthly and yearly reports for federal and state governments, local utilities, and city use, including annual budget.

Enter permit records into department software and various computer databases.

Coordinate occupancy re-inspections for the ~~inspectors~~ between department staff and other departments.

Meet with contractors, owners, and the public to answer general questions regarding building, housing, signs, soil erosion codes, and department procedures.

Provides backup support to the department Secretary including coordinate the agenda for the architectural board, mail required notices, and transcribe minutes.

Updates Inspection Services Department web page

Provides support to other departments on Govern building inspection software.

Maintain account records and coordinate department purchasing.

Other duties as assigned by the Director of Inspection Services.

Peripheral Duties:

Process permits as directed by the Director of Inspection Services.

Minimum Qualifications:

Education and Experience:

Graduation from high school or GED equivalent with ~~a minimum of three (3) years of municipal~~ 1-3 years of experience in Building Inspection and Zoning required Municipal experience preferred

Language Skills:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Strong interpersonal skills are required.

Mathematical Skills:

Ability to calculate figures and amounts such as discounts, interest, commissions proportions percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry. Ability to extrapolate measurements on a construction plan using architectural and engineering scales.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Necessary Knowledge, Skills, and Abilities:

Working knowledge of zoning and building codes and the ability to explain in general terms their requirements.

Ability to review plans and issue permits following completion of review.

~~Advanced~~ Ability to acquire advanced knowledge of the Inspection Services Department computer programs and ~~the ability to teach~~ the operation of the systems to others

Skill in operation of listed tools and equipment.

Ability to present and communicate ideas and concepts to the public, verbally and in writing.

Ability to maintain effective working relationships and other departments, appointed officials, elected officials, and the public.

Ability to make independent judgments which have moderate impacts on the organization.

Certificates, Licenses, and Registrations:

Certification as an UDC Construction Inspector and HVAC Inspector within 6 months of hire required ~~at the time of hire~~.

Commercial Building and UDC Electrical certifications ~~preferred~~desirable.

Valid Driver's license required.

Supervision Received:

Works under the general supervision of the Director of Inspection Services.

Supervision Exercised:

Does not supervise other employees, but does designate work to other employees in the department

Responsibility for Public Contact:

Daily contact requiring courtesy, discretion, and sound judgment.

Tools and Equipment Used:

Personal computer including word processing, permit tracking, complaint tracking, GIS, database and spreadsheet software, copy machine, fax machine, calculator, radio, and telephone.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee is occasionally required to stand; walk; use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb, balance, stoop, kneel, crouch, crawl, talk and hear

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

Work is performed in outdoor settings in the inspection of various land use developments and construction sites. Work is also performed in an office setting. (The employee is primarily in the office setting but will perform work site inspections when needed, up to 10% of the work time)
The employee occasionally works near moving mechanical parts, in high, precarious places and is occasionally exposed to wet and/or humid conditions, or airborne particles

The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

The duties listed above are intended only as illustrations of various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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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;">03/16/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Approval of Certification Pay for the Permit Technician and Permit Coordinator Positions</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.6.</i></p>

Below is information relative to and a recommendation regarding the approval of certification pay for the Permit Technician and Permit Coordinator Positions.

This item is being considered by the Personnel Committee on March 15, 2021, and any recommendation that is made by the Committee will be reported at the Council Meeting on Tuesday, March 16, 2021.

BACKGROUND

The Civil Service Manual includes language to pay for additional certifications that certain employees obtain. The reason for the additional pay is that the City benefits when employees have these certifications and are able to perform additional duties outside those listed as required in their job descriptions.

Attached are the proposed changes to the Civil Service Manual to include the Permit Technician and the Permit Coordinator should they receive the specified certifications and are able to perform associated duties.

ANALYSIS

As noted in the proposed changes, eligible employees are able to earn an additional \$25 per month for each additional certification listed. By including the Permit Technician and the Permit Coordinator in this section, the employees in those positions, if they obtain the needed certifications, will be able to serve as back-ups to other department employees who perform these duties on a regular basis. This will make the department stronger and more able to respond promptly to requests for inspections.

RECOMMENDATION

Staff recommends that the Common Council approve certification pay for the Permit Technician and Permit Coordinator Positions; and authorize Human Resources to update the Civil Service Manual as needed.

COUNCIL ACTION REQUESTED

Motion to approve certification pay for the Permit Technician and Permit Coordinator Positions; and authorize Human Resources to update the Civil Service Manual as needed.

Proposed change to the Civil Service Manual language to pay for the additional certifications that the Permit Technician and the Permit Coordinator may obtain (gives them an incentive to put in the work to obtain the certifications).

3.17.3 INSPECTION – CERTIFICATION PAY: Employees in the positions, as identified in below, shall be eligible to receive \$25 per month for each certification indicated, provided the employee is qualified to perform the work (per the approval of the department head) and certified by the State to perform the work.

- (i) ~~First Assistant~~Chief Building Inspector and ~~Assistant~~Building Inspector
 - a. UDC – Electrical
 - b. UDC – Plumbing
 - c. P.O.W.T.S.
- (ii) Chief Plumbing Inspector
 - a. Residential Building and HVAC
 - b. Residential Electrical
- (iii) Chief Electrical Inspector
 - a. Residential Building and HVAC
 - b. Commercial Building and HVAC
 - c. Residential Plumbing
 - d. Commercial Plumbing and P.O.W.T.S.
- (iv) Permit Technician and Permit Coordinator
 - a. Commercial Building
 - b. UDC - Electrical

<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 03/16/21</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization for the Dept of Public Works to purchase Matrix Trailer-Mounted Message Sign</p>	<p>ITEM NUMBER <i>G.7.</i></p>
<p>The Department of Public Works requests authorization to purchase one (1) Matrix Trailer Mounted Message Sign, funds for which are approved in the 2021 Capital Outlay Fund, and as approved by the Board of Public Works at their meeting on March 9th, 2021.</p> <p><u>RECOMMENDATION</u></p> <p>The purchased of one (1) Matrix Trailer Mounted Message Board Sign</p> <p>The sign includes a 45" x 80" Display Panel, Manual Winch Lift, Solar Panels, Stealth Technology, and Jamlogic Refresh & Alerts It also comes with an NTCIP V-Touch Controller with V-Sync WI-FI, a 4G Modem, & a 10 year Cell Plan, as well as 15 Amp Charger for the batteries.</p> <p>The sign will be purchased from Sherwin Industries for the cost of \$13,200.00 Sherwin Industries is a known vendor with whom DPW has purchased from frequently.</p> <p>COUNCIL ACTION REQUESTED</p> <p>Authorize DPW staff to purchase one (1) Matrix Trailer Mounted Message Board Sign from Sherwin Industries</p> <p>DPW:KS/as</p>		

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 16, 2021
REPORTS & RECOMMENDATIONS	INSTALLATION OF ELECTRIC AND AERATION FOR ERNIE LAKE (8000 S. CHAPEL HILL DRIVE) FOR A BUDGET OF \$15,000	ITEM NUMBER G. 8.

BACKGROUND

The 2021 adopted budget (page 196) includes \$15,000 in the Capital Improvement Fund for Ernie Lake Aeration System. Ernie Lake is a manmade body of water in Ernie Lake Park (8000 S. Chapel Hill Drive) and has algae growth that is a nuisance each summer.

ANALYSIS

Staff has updated proposals and estimates for the work needed to complete the project. The current estimate is that the work may still fall under the \$15,000.

- \$7,094.86 Lakeland Biologists- Quote to supply and install the aeration equipment
- \$397.27 WE Energies- Contract to run the electric service from Chapel Hill Court East
- \$5,978.00 Pro Electric- Estimate of hours and materials to provide electrical work connecting the service drop to the aeration equipment

\$13,470.13 TOTAL of Quote, Contract, and Estimate

The Parks Commission regularly asks about the status of this project and is awaiting the installation.

OPTIONS

1. Direct Staff to proceed with the project. Or
2. Other Direction.

FISCAL NOTE

As noted, there is \$15,000 in Capital Improvement Fund of the adopted budget.

COUNCIL ACTION REQUESTED

(Option 1) Direct Staff to make purchases and order services necessary to install electric and aeration for Ernie Lake (8000 S. Chapel Hill Drive) for a budget of \$15,000.

Engineering: GEM

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 3/16/2021
Reports & Recommendations	<p style="text-align: center;"> AUTHORIZE THE RELEASE OF LETTER OF CREDIT NO. 0412842277 FROM CITIZENS BANK FOR PARK CIRCLE CONDOS (ALSO KNOWN AS "THE GLEN AT PARK CIRCLE") LOCATED WEST OF S. 76TH STREET AT 7613-7963 W. PARK CIRCLE WAY AS RECOMMENDED BY THE ENGINEERING DEPARTMENT. </p>	<p style="text-align: center;">ITEM NO. <i>G.9.</i></p>

BACKGROUND

Pursuant to the development of the Park Circle Condos, which is located west of S. 76th Street on W. Park Circle Way, please be advised that the developer has a letter of credit for all the required improvements as listed in the development agreement.

ANALYSIS

All the public improvements have been installed to City Specification including the final one-year warrantee for the final lift of asphalt. The existing balance within the letter of credit of \$33,469.12 is recommended to be now released.

One exception is the City is receiving a check to hold \$19,600.00 in escrow to plant the remaining 49 street trees. The remainder of the letter of credit to be released is \$13,869.12.

OPTIONS

Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Motion to authorize the release of Letter of Credit No. 0412842277 from Citizens Bank for Park Circle Condos (also known as "The Glen at Park Circle") located west of S. 76th Street at 7613-7963 W. Park Circle Way as recommended by the Engineering Department.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE March 16, 2021
Reports & Recommendations	REQUEST TO BID 2021 LOCAL ROAD PROGRAM	ITEM NO. <i>G.10.</i>

BACKGROUND

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

The proposed 2021 Road Program was presented to the Board of Public Works on July 8, 2020, and forwarded to the City Finance Director. After reviewing the pavement ratings and models, the Engineering Department requested approximately \$2,650,000. Depending on bids, portions of the following roads are included this year: S. Scherrei Drive; W. Bosch Lane; W. Fitzsimmons Road; S. Stonebrook Court; W. Beacon Hill Drive; W/S. Chapel Hill Drive; S. 68th Street; W. Franklin Drive; S. 36th Street; S. 79th Street; S. 41st Street; and W. Villa Dr. The prioritized list is attached. If the bids do not allow all roads to be included, roads will be eliminated from the bottom of the list moving up.

W. Villa Drive was not included in the presentation to BPW but was added later when the developer defaulted on the obligation to pave the road as part of his Developer's Agreement. As a result of the default \$44,000 will be taken from the escrow to fund the W. Villa Drive work, although the estimate for that road is approximately \$115,000. Due to this, other roads in the original request were eliminated.

OPTIONS

- A. Direct Staff to proceed to advertise and bid both projects. Note that the bids will return to Common Council for awarding projects. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

The approved 2021 Street Improvement Fund (Fund 47) includes \$1,000,000 for this project, and as noted above \$44,000 will be contributed from the Villa escrow.

RECOMMENDATION

(Option A) Direct Staff to solicit contractors per compliance with applicable public works bidding requirements for the 2021 Local Road Program.

2021 LOCAL STREET IMPROVEMENT PROGRAM PRIORITIZED LISTING

STREET	LIMITS	RATING	LENGTH (LF)	SECTION	PULVERIZE/ MILL
W. Villa Dr.	S. Susanna Ct. to S. 27 th St.	2	1,260	Urban	Pulverize
S. Scherrei Dr.*	W. St. Martins Rd. to W. Scherrei Dr.	2	1,440	Rural	Pulverize
W. Bosch Ln.	S. 92 nd St. to Termini	2	1,060	Rural	Pulverize
W. Fitzsimmons Rd.	Termini to S. 31 st St.	2	670	Rural	Pulverize
S. Stonebrook Ct.	W. Drexel Ave. to Termini	2	460	Urban	Pulverize
W. Beacon Hill Dr.*	S. Forest Meadows Dr. to S. 79 th St. (incl. 80 th St. Stub)	3	1,235	Urban	Mill
W./S. Chapel Hill Dr.*	W. Beacon Hill Dr. to Chapel Hill Ct.	3	1,220	Urban	Pulverize
S. 68 th St.	W. Drexel Ave. to W. Pineberry Ridge	3	1,150	Rural	Pulverize
W. Franklin Dr.*	Ironwood Dr. to Basswood Dr.	3	860	Urban	Mill
S. 36 th St.	W. Anita Ln. to W. Royal Ct.	3	370	Urban	Mill
S. 79 th St.	W. Bur Oak Dr. to Termini	3, 4	370	Urban	Mill
S. 41 st St.*	W. Southwood Dr. to Hilltop Ct.	3	1,030	Urban	Mill
TOTALS			11,125		

* Originally proposed for 2020 Program but sufficient funds were not provided.
Depending on budget allotted segments may be reordered.

<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;">03/16/2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Approval of the Tentative Agreement Between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760 and Authorization to Execute a Labor Agreement Incorporating the Tentative Agreement</p>	<p>ITEM NUMBER</p> <p style="text-align: center;"><i>G.11.</i></p>

Background

With the expiration of the most recent two-year labor agreement between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760, as of December 31, 2020, the parties met to exchange proposals and begin negotiating a new agreement beginning on November 5, 2020. Those negotiations culminated with a tentative agreement/settlement being struck between the parties for a successor agreement on February 12, 2021, following a mediation session.

Then, on March 9, 2021, the union membership ratified the agreement. If approved by the Common Council, the tentative agreement will be incorporated into a successor labor agreement which will be executed by the parties. That tentative agreement and the expired labor agreement are attached for your information.

Analysis

The agreement arrived at does include a significant change in contractual language, in regard to the number of holidays employees receive as time off compared to the number of holidays the employees are compensated for not taking the time off. Both parties spent a significant amount of time discussing and contemplating a wide range of policy considerations surrounding this issue. And, both parties made significant compromises to arrive at the tentative agreement which will serve our citizens and community very well by providing a much-needed increase in service levels. As part of the new agreement, existing employees will be at work a minimum of an additional 117 shifts per year, with a substantial chance of an even higher number of shifts worked per year. This is not a complete solution to our increasing service needs, as we still have more work to do to get to where we need to be, but it is a great start that we will build on to enhance the coverage across our growing City. As such, this agreement should be characterized as a huge step forward.

Following are specific details of the main contract changes:

1. *Duration:* A three-year agreement is recommended to fully implement the substantial change and provide some stability for the parties.
2. *Wages:* Wage increases as follows:
 - 2021 - 2.5% as of the first full pay period starting after April 1, 2021 (no back pay is involved in the settlement);
 - 2022 - 2% as of the first full pay period starting after January 1, 2022, and 1% the first full pay period starting after July 1, 2022; and
 - 2023 - 2% as of the first full pay period starting after January 1, 2023, and 1% the first full pay period starting after July 1, 2023.

The proposed 2021 wage adjustment is within the amount budgeted for the year, and in line with both internal and external comparables. And, while the adjustments for years two and three of the contract are somewhat above average, it is worth the value to have achieved such a significant change with regard to daily staffing levels.

3. *Holidays*: In 2021, employees will be allowed to select the number of holidays that they would like to be paid for rather than taking time off of work. In 2022, employees will be paid out for at least two of the holidays, resulting in 78 guaranteed extra shifts worked in 2022, with the option of additional voluntary days paid out rather than being used as time off. In 2023 and beyond, employees will be paid out for at least three of the holidays, resulting in 117 guaranteed extra shifts worked per year, with the option of additional voluntary days paid out rather than being used as time off.

Also, beginning in 2022, an open calendar will be implemented for time off selections. This does not change the number of employees that are allowed to be off on any given day, but it does allow more flexibility with regard to the selection of time off. Since there does not need to be a specific number of employees off each day before an additional employee may select the same day, there may also be more days that are not maxed out with regard to vacations.

4. *Breaks*: Employees will be allowed 15-minute breaks on week days, and 30-minute breaks on days when there are approved schedule trainings with the department-approved trainer for those employees participating in the training. Employees will ensure that breaks do not negatively impact operations.

The remainder of the changes to the agreement are minor, clean-up and housekeeping related.

Recommendation

The recommendation, from the entire bargaining team, made up of the Director of Administration, the Fire Chief, the Assistant Fire Chiefs, the Battalion Chief, and the Human Resources Coordinator, is for Council to approve the tentative agreement between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760.

COUNCIL ACTION REQUESTED

Motion to approve the tentative agreement between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760, and authorization for the Mayor, Director of Clerk Services, Fire Chief, and Director of Administration to execute a labor agreement incorporating the tentative agreement.



FEBRUARY 12, 2021

2021–2023 Tentative Agreement to succeed the 1/1/2019 – 12/31/2020 Collective Bargaining Agreement between the City of Franklin and the Franklin Professional Firefighters Association, I.A.F.F. Local 2760

1. **Duration.** January 1, 2021 through December 31, 2023

2. **Wages – Appendix A**

- A 2021. Across the board wage increase of 2.5% as of the first full pay period starting after April 1, 2021,
- B 2022. Across the board wage increase of 2.0% as of the first full pay period starting after January 1, 2022 and 1.0% as of the first full pay period starting after July 1, 2022, and
- C 2023. Across the board wage increase of 2.0% as of the first full pay period starting after January 1, 2023 and 1.0% as of the first full pay period starting after July 1, 2023

3. **Article VII Holidays.**

A. Modify Section 1 to read as follows:

Members covered under this agreement will receive the following in regard to these holidays.

- | | |
|---------------------|-------------------------------------|
| a) New Year's Day | g) The day after Thanksgiving |
| b) President's Day | h) December 24 th |
| c) Memorial Day | i) December 25 th |
| d) Independence Day | j) The day preceding New Year's Day |
| e) Labor Day | k) Three (3) Personal Days |
| f) Thanksgiving Day | |

In 2021, employees will be allowed to select the number of stated holidays that they would like paid out for rather than receiving time off for said holidays.

In 2022, employees will be paid out for at least two (2) of the stated holidays (not personal days) rather than receiving time off for said holidays and may use the remaining stated holidays off with pay as well as personal days. Employees may request to receive more than two holidays and their personal days as pay rather than taking the holidays and personal days as time off, up to the maximum number of holidays earned.

In 2023 and thereafter, employees will be paid out for at least three (3) of the stated holidays (not personal days) rather than receiving time off for said holidays and may use the remaining stated holidays off with pay. Employees may request to receive more than three holidays and their personal days as pay rather than taking the

holidays and personal days as time off, up to the maximum number of holidays earned.

The stated holidays required to be taken as pay shall be paid on the first full pay period in January. All remaining unscheduled/unused holidays as of 11/15 of each year will be paid out on the first pay period of December each year.

For the initial calendar year of employment for a new employee, the new employee will receive three personal days if they have a starting date prior to March 1, two personal days if they have a starting date on or after March 1 but before July 1, 1 personal day if they have a starting date on or after July 1 but before November 1, and no personal days if they have a starting date on or after November 1.

B Modify Section 6 to read as follows

Holidays. Firefighters, Firefighter/Paramedics and Lieutenants shall receive one day's pay or one work day off with pay per the annual schedule in Article VII, Section 1 for each holiday designated in Article VII, Section 1 of the Agreement. Holidays shall be taken at a time approved by the Fire Chief. Time off for no more than two (2) holidays may be carried over into the next succeeding calendar year, except as may be permitted by the Fire Chief under special circumstances, with the knowledge and approval of the Director of Administration. In the event an employee takes such holiday time off in advance of the actual day of the holiday or is paid for the holiday in advance of such holiday date and terminates prior to such holiday date, the payment for such holiday will be deducted from his final paycheck. In the event an employee terminates his/her employment and has not taken time off for a holiday which has occurred prior to his termination, he shall receive payment for such holiday on his final paycheck

4. Article VIII, Vacations.

A Modify Section 4 to read as follows

Subject to Article VIII, Section 2 of the Agreement, vacations for Lieutenants, Firefighters, and Firefighter/Paramedics shall be determined based on the shift seniority. In the first round, the most senior shift employee shall be permitted to select two, three-day vacation cycles followed by the next senior and so forth until all shift members have selected two, three-day cycles. All employees who have earned additional vacation cycles will be permitted to select these cycles, one three-day cycle at a time, in the established seniority rotation.

In 2021, all shift personnel are allowed to triple up on vacations (three individuals selecting the same three-day cycle) provided, following completion of the vacation and holiday selection (meaning after both selection steps combined, not after each selection step), a minimum of two shift personnel are scheduled off on every work day of a shift throughout the year and further provided that a Lieutenant (Fire or Med) is scheduled for every work day throughout the year (The Chief at his sole discretion may waive the "minimum of two shift personnel ." requirement in the event of excessive staff vacancies)

Beginning in 2022, the parties shall implement an open calendar for time off selections. Employees are able to select time off, based on available openings on each day, without regard to the number of employees already off on any given day, up to the allowable number of employees off for each day (up to three (3)) and further provided that a Lieutenant (Fire or med) is scheduled for every work day throughout the year

5. **Article VI, Section 3(b) Hours of Work (Breaks)** – Insert the following sentences after the sentence ending with “Saturday and Sunday ” “Morning breaks shall be 15 minutes on week days and 30 minutes on days when there are approved scheduled trainings with the department-approved trainer for those employees participating in the training. Employees will ensure that they will prevent the breaks from negatively impacting operations.”
6. **ARTICLE XXII / Voluntary Benefit Provisions** – Delete ‘Section 2 Liberty Mutual (Auto and Home Insurance). This is an obsolete contract clause that is no longer available
7. **ARTICLE XXVIII / Long Term Disability** – Replace the following sentence “A Long Term Disability Insurance Policy will cover all members of this agreement” with the following language “A voluntary Long Term Disability Insurance Policy will be offered to all members of this agreement.” This change is to clarify the details of the program and make it more straight forward for employees to understand
8. **Deferred Compensation Side Letter.** Leave in the current Letter of Understanding with regard to the City’s deferred compensation offerings as is, in the agreement
9. **Housekeeping:** Update format and language of the contract for consistency purposes including but not limited to: capitalization, hyphens, underscoring, numbering, update titles/names, etc., and remove any references to outdated information (maintaining relative and the most up-to-date information)



LABOR AGREEMENT

Between

THE CITY OF FRANKLIN

And

FRANKLIN PROFESSIONAL FIREFIGHTERS

I.A.F.F. Local 2760

2019-2020

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1 **CONTRACT**

2
3 **AGREEMENT BETWEEN THE CITY OF FRANKLIN**
4 **AND**
5 **THE FRANKLIN PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 2760, I.A.F.F.**
6

7 **PREAMBLE**

8
9 This agreement is made and entered into at Franklin, Wisconsin, pursuant to the provisions of
10 Section 111.70 and Section 111.77 Wisconsin Statutes, by and between the City of Franklin
11 hereafter referred to as the "City" and the Franklin Professional Fire Fighters Association Local
12 2760 I A F F . hereafter referred to as "Association"

13
14 WITNESSETH That it is the intent and purpose of this Agreement to provide sound and
15 mutually beneficial working relationships between the parties, to provide an orderly and peaceful
16 means of resolving any misunderstandings or differences which may arise, and to set forth herein
17 the basic and full agreement between the parties concerning the rates of pay, wages, hours, and
18 other conditions of employment
19

20 **ARTICLE I**
21 **Recognition**
22

23 Section 1 The City recognizes the Association, Local 2760 I.A F F , as the exclusive bargaining
24 agent for the regular, full-time sworn Public Safety employees of the Fire Department of the City
25 of Franklin, but specifically excluding supervisory/management employees and those employees
26 determined by the W E R C as not being in the bargaining unit
27

28 Section 2 The Association shall be the exclusive representative of all employees in the bargaining
29 unit in all conferences, negotiations, and grievances
30

31 Section 3 The Association affirms that it does not assert the right to strike against the City, to assist
32 or participate in any strike, or to impose an obligation upon its members to conduct, assist, or
33 participate in such a strike
34

35 Section 4. Dues Deductions
36

- 37 a) Employer agrees to deduct monthly dues in the amount certified by the Association
- 38 from the pay of employees who individually sign a dues deduction authorization form
- 39 supplied by the Association affirmatively consenting to the deduction of dues from the
- 40 employee's paycheck
- 41 b) It shall be the Association's responsibility to obtain dues authorization forms from new
- 42 employees and provide them to Employer no less than 30 days prior to the date in which
- 43 dues deductions are to commence
- 44 c) Employer shall notify the Association of all new hires of the bargaining unit within 30
- 45 days of their start date.
- 46 d) Employer shall deduct the dues amount each month for each employee requesting such
- 47 deduction, upon receipt of such form and shall remit the total of such deductions, with

1 a list of employees from whom such sums have been deducted, to Association in one
2 lump sum not later than the end of each month

- 3 e) Authorization of dues deduction by a voluntary member may be revoked upon notice
4 in writing to Employer or the Association
- 5 f) No employee shall be required to join the Association, but membership in the
6 Association shall be made available to all employees in the bargaining unit who apply
7 consistently with either the Association's constitution and by-laws No employee shall
8 be denied membership because of race, creed, color, sex or other legally protected class
9 status
- 10 g) It is expressly understood and agreed that the Association will refund to the employer
11 or the employee involved any dues erroneously deducted by the employer and paid to
12 the Association The Association shall indemnify and hold the employer harmless
13 against any and all claims, demands, suits, order, judgments or any other forms of
14 liability against Employer which may arise out of employer's compliance with this
15 Article

16
17 **ARTICLE II**
18 **Management Rights**

19
20 Section 1. The Association recognizes that, except as specifically limited, abridged or relinquished
21 by the terms and provisions of the Agreement, all rights to manage, direct or supervise the
22 operations of the employer and employees are vested solely in the employer Such rights, in
23 general, include, but are not limited to, the following

- 24
25 (a) To determine its general business practices and policies and to utilize personnel,
26 methods, and means as it deems needed
- 27
28 (b) To manage and direct the employees of the employer, to make assignments of jobs, to
29 determine the size and composition of the work force and each employee, and to
30 determine the competence and qualifications of the employees
- 31
32 (c) To determine the methods, means, and personnel by which and the location where the
33 operations of the employer are to be conducted
- 34
35 (d) To take whatever action may be necessary in situations of emergency
- 36
37 (e) To hire, promote and transfer and lay off employees and to make assignments and
38 promotions to supervisory positions
- 39
40 (f) To suspend, demote, or discharge employees for just cause (Disciplinary acts and
41 procedures shall be subject to and governed by Section 62 13 (5) of the Wisconsin
42 Statutes)
- 43
44 (g) To establish or alter the number of shifts, hours of work, work schedules, methods or
45 process
- 46
47 (h) To assign and schedule overtime work when required
- 48

1 (1) To create new positions or departments, to introduce new or improved operations or
2 work practices, to terminate or modify existing positions, departments, operations or
3 work practices, and to consolidate existing positions, departments or operations
4

5 **ARTICLE III**

6 **Negotiations**

7
8 Section 1 Either party may select for itself a negotiator or negotiators for the purpose of carrying on
9 conferences and negotiations under the provisions of Section 111 70 and Section 111 77 of the
10 Wisconsin Statutes
11

12 Section 2 The Association agrees to submit any proposals relating to changes in wages, hours and
13 conditions of employment to the City no later than September 15th, in the year the contract
14 terminates. The parties agree that any negotiations relating to such proposals shall be commenced
15 no later than September 30th, of said year, and that every effort shall be made to conclude
16 negotiations on those matters which must be included in the Municipal budget before December
17 1st of said year. The dates set forth in this paragraph may be modified by the mutual consent of
18 the parties
19

20 **ARTICLE IV**

21 **Association Activity**

22
23 Section 1 The Association agrees to conduct its business off the job as much as possible, but this
24 shall not prevent Association stewards or designated Association representatives from processing
25 grievances or engaging in routine business such as posting notices, etc., during regular working
26 hours, provided that such activities do not interfere with normal work operations and that such
27 stewards or representatives limit such activities to a reasonable time period after receiving
28 permission from their immediate supervisor outside the bargaining unit in advance of engaging in
29 such activities
30

31 Section 2 Association stewards and designated Association representatives shall have the right to
32 post notices relating to legitimate Association business on bulletin board space supplied by the
33 City, provided that a copy of any such notice is given to the Chief prior to posting
34

35 Section 3 One member of the Association's collective bargaining team may attend bargaining
36 sessions while on duty subject to call
37

38 **ARTICLE V**

39 **Grievance Procedure**

40
41 Section 1 A grievance is defined as an alleged violation of a specific provision of this Agreement
42 and Departmental Policies and Procedures, and shall be handled in accordance with the following
43 procedure. In the event a grievance is required to be put in writing, it shall state the specific
44 provision of the Agreement and/or Departmental Policies and Procedures alleged to have been
45 violated
46
47
48

1 Section 2 Step One

2

3

(a) If an employee has a grievance, he shall first present the grievance orally to his immediate supervisor, or the department head if such a department head is his immediate supervisor, either alone or accompanied with his Association's representatives. If no formal settlement is reached the grievance shall be reduced to writing and signed by the employee and his Association's representative and presented to the immediate supervisor within five (5) working days from the date the act or condition complained of occurred, or the employee or the Association with reasonable diligence could have known of the act or condition complained of

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(b) The supervisor shall give his answer in writing within three (3) working days from the receipt of the written grievance

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13

14

15 Section 3 Step Two

16

17

(a) If no settlement is reached in Step One, the grievance shall be referred to the Fire Chief or his designee within five (5) days from the time the immediate supervisor was to have submitted his answer, unless such Fire Chief is the immediate supervisor, and the Fire Chief or his designee shall then hold a meeting with the employee and his Association representative within five (5) working days after referral to him to discuss the grievance. The Fire Chief or his designee shall give his written answer within three (3) working days of the meeting, which time may be extended by mutual agreement

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(b) If the Fire Chief is the immediate supervisor, Step Two shall be by-passed and the employee may proceed to Step Three of the grievance procedure

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28 Section 4 Step Three

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(a) If no settlement is reached in Step Two, then such grievance shall be submitted to the City Council's Personnel Committee, thru the HR Coordinator or the Director of Administration, within ten (10) days from the time the Fire Chief was to have submitted his answer. Said City Council's Personnel Committee shall hear such grievance within 30 days and render a decision within thirty (30) days after such grievance is heard, which time may be extended by mutual agreement. The City Council's Personnel Committee's decision shall be final unless a written request for arbitration is made by the Association within ten (10) calendar days of the receipt of the Committee's decision. The grievance will then be arbitrated by the Wisconsin Employment Relations Commission arbitrator, as provided for in Section 298.01 of the Wisconsin Statutes. The party requesting the arbitration shall file notice of appeal with the Wisconsin Employment Relations Commission

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(b) The arbitrator so appointed shall hold a hearing at a time and place convenient to the parties. The arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute

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(c) Upon completion of this hearing, the arbitrator shall be requested to render a written decision within thirty (30) calendar days after the conclusion of testimony and argument to both the City and the aggrieved employee and/or Union which shall be

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1 final and binding upon the parties. In making his decision, the arbitrator shall have no
2 authority to grant wage increases or wage decreases. The arbitrator shall expressly
3 confine himself to the precise issue(s) submitted for arbitration and shall have no
4 authority to determine any other issues not so submitted to him or to submit
5 observations or declarations of opinion which are not directly essential in reaching the
6 determination. In any arbitration award, no right of management shall in any manner
7 be taken away from the City, nor shall any such right be limited or modified in any
8 respect excepting only to the extent that this Agreement clearly and explicitly expresses
9 an intent and agreement to divest the City of such right.

10
11 (d) All expenses which may be involved in the arbitration proceedings shall be borne by
12 the parties equally, however, expenses relating to the calling of witnesses or the
13 obtaining of depositions or any other similar expenses associated with such proceedings
14 shall be borne by the party at whose request such witnesses or depositions are required.
15 Either party requesting a transcript of the hearing shall bear the full cost of same.

16
17 (e) The term "working days" shall not include Saturdays, Sundays, or holidays.

18
19 **ARTICLE VI**
20 **Wages and Work Schedules**

21
22 Section 1. All provisions in this Contract which reference the position of Firefighter/Paramedic shall
23 refer only to Firefighter/Paramedics who have completed their initial paramedic training program.
24 Firefighter/Paramedics who have not yet completed their initial paramedic training program shall
25 be subject to all of the terms and conditions of employment for Firefighters as set forth in the
26 Agreement except rates of pay.

27
28 Section 2.

29
30 (a) The rates of pay for the various classifications of employees shall be as set forth in
31 Appendix A. The hourly wage rates shown in Appendix A, Wage Schedule, are for
32 payroll purposes only, monthly wage amounts are not subject to change. Appointments
33 of new hires shall normally be made at the established minimum ("Step 1") rate of pay.
34 The initial appointment of a new hire above the established starting rate of pay may be
35 made by the City if it decides to hire a new employee with multiple years of experience.
36 Any such appointment must be at an established annual step level as shown in
37 Appendix A. If hired at "Step 2", the employee would move to "Step 3" after six
38 calendar months, to "Step 4" after an additional 12 calendar months (18 months total)
39 and to each successive step after completing each successive 12 months. If the
40 employee is hired at steps 3 through 5, the employee would move to the next successive
41 step after each completed calendar year, meaning there would be no 6 month step
42 during the first year of employment. The Chief shall have the discretion (subject to the
43 oversight of the Mayor as required by law) of offering additional vacation also. This
44 provision does not alter the probation requirements, the seniority level of the new hire,
45 or any other years of service related benefit.

46
47 (b) Employees meeting the standards approved by the Fire Chief and assigned to ladder
48 truck driver operations by the Fire Chief shall receive a pay incentive of an additional

1 1% adjustment to base pay The Fire Chief shall have the management right to limit
2 the number of employees assigned to ladder truck driver operations and shall have the
3 management right to define the required training and certification Ladder truck
4 operator shall not be considered a promotional position, however, the Chief shall make
5 such assignment as a ladder truck driver to the most senior Firefighter or a
6 Paramedic/Firefighter meeting the required training and certification, unless said
7 individual previously had such designation revoked Designation, and continued
8 designation, as a ladder truck operator shall be at the discretion of the Fire Chief
9 (Supervisor of Equipment shall not be eligible for this additional compensation)
10

11 (c) The City will agree to pay Paramedic pay retroactive from the initial date of Paramedic
12 training until the results of the National exam are posted, provided, however, the
13 employee passes the exam. If the employee fails to pass the exam at this first attempt,
14 the employee will not continue to accrue any additional potential amount of retroactive
15 pay Once the employee successfully passes the exam, retroactive Paramedic pay will
16 be awarded for the initial training period (in an amount equal to the amount paid as if
17 the employee had passed the initial exam) If the employee never successfully passes
18 the exam, retroactive pay will not be awarded Except for separation due to personal
19 medical reasons, an employee who leaves employment less than 3 years from the date
20 of receipt of the retroactive Paramedic pay will reimburse the City a pro-rated amount,
21 and the City is, hereby, authorized to deduct such reimbursement from any remaining
22 checks or payouts
23

24 (1) Except for separation due to personal medical reasons, an employee who leaves
25 employment less than 3 years after completing ACLS (Advanced Cardiac Life
26 Support) and PALS (Pediatric Advanced Life Support) instructor training will
27 reimburse the City a pro-rated amount of the cost of the training fees, and the City
28 is hereby, authorized to deduct such reimbursement from any remaining checks
29 or payouts
30

31 (d) For members approved by the Fire Chief to attend an alternate paramedic school and
32 approved for not attending the Milwaukee County EMS paramedic program, where the
33 City has agreed to reimburse the member the tuition and the cost for required books for
34 the member to attend another institution, the member's duty days that coincide with
35 said paramedic training and travel time will be alternatively covered by the City for the
36 purpose of staffing and the member shall still receive their hourly pay during their
37 absence on such portion of those duty days Despite requiring approval to attend
38 paramedic training at another institution and despite the City funding the tuition
39 through reimbursement, the member's participation is voluntary The member is not
40 eligible for reimbursement for any class that the member does not pass Once a member
41 begins attending such an alternate program, the City has generally committed to two
42 (2) successive semesters of participation and, as such, shall not unreasonably withdraw
43 approval for such continued, unbroken participation
44

45 Section 3 Hours of Work

46
47 (a) The work week for the Fire Marshal (or other members on a traditional 40-hour work
48 week) will be forty (40) hours per week, Monday through Friday, with Saturday and
49 Sunday off The work day will be from 8 00 a m to 4 00 p m (or for a four (4) day

1 per week employee will be from 7 00 a m to 5 00 p m) with time provided for lunch
2 Flex time may be granted subject to mutual agreement of the chief and employee
3

4 The Fire Marshal may occasionally be scheduled outside of his normal rotation to meet
5 the needs of the Department Two (2) weeks notice of any change in starting times will
6 be given by the Employer
7

- 8 (b) The normal work week for Firefighters, Firefighter/Paramedics, and Lieutenants shall
9 consist of an average of fifty-six (56) hours per week The workday shall be a twenty-
10 four (24) hour period starting at 7 00 a m The work cycle shall be one (1) workday on
11 duty and one (1) workday off duty for six (6) consecutive workdays followed by three
12 (3) consecutive workdays off duty
13

14 The duty day for Firefighters, Firefighter/Paramedics, and Lieutenants shall start at
15 7 00 a.m and end at 4 00 p.m with a one (1) hour lunch break, and 7 00 a m to 12 00
16 noon on Saturday and Sunday On all Holidays listed in Article VII, excluding the 3
17 Personal Days, chores will be limited to morning equipment checks, housekeeping
18 chores, and chores determined as necessary for department readiness by the Officer in
19 Charge
20

21 The City shall pay overtime, scheduled days off and otherwise act in accordance with
22 the requirements of the Fair Labor Standards Act
23

- 24 (c) The City shall provide a two week advanced notice to any firefighter,
25 firefighter/paramedic, or lieutenant for whom a shift change is required, except in the
26 case of a mandatory emergency call in, and such shift change is limited to an expected
27 minimum duration of 27 days in length, which duration may be justified by multiple
28 events or circumstances. Additionally, a member is only subject to one such shift
29 change occurrence per year, based upon the starting date of the shift change, and that a
30 single "occurrence" includes both the move off and the move back on to a shift (with
31 both such moves requiring the 14-day notice)
32

- 33 (d) The City will endeavor to provide the Union, by October 31st of each year, with a listing
34 of shift changes scheduled to occur at the start of the next calendar year The City
35 acknowledges the organizational benefits of meeting such a deadline, and the Union
36 acknowledges that situations may occur that make it impractical or premature to meet
37 such deadline This subsection shall not constrict or restrain in anyway the City's rights
38 retained in (c) above
39

- 40 (e) Flexible Schedule Employee The normal work week requirement of Section 3 (b)
41 above does not apply to up to a total of three Firefighters and/or Firefighter/Paramedics,
42 who are lowest in seniority, except as further described below Such employees shall
43 be considered a "Flexible Schedule Employee " A maximum of three union personnel
44 may be assigned as a Flexible Schedule Employee at any given time An assignment
45 as a Flexible Schedule Employee may not exceed a term of three calendar years
46 commencing with the January 1st following the date of hire A Flexible Schedule
47 Employee assignment may not be given to personnel initially hired unless at least 39
48 individuals covered by the terms of this collective bargaining agreement (excluding the
49 Fire Marshall), including those on a leave of absence, are in a position to which Section

1 3 (b) above applies. In the event a departmental vacancy occurs among the 39 positions
2 to which Section 3 (b) above applies, the most senior Flexible Schedule Employee shall
3 be relieved of said assignment before or concurrent with the end of the third complete
4 (whole) FLSA cycle following the vacancy. Flexible Schedule Employees may be
5 moved regularly and frequently between shifts at the discretion of the Fire Chief subject
6 to the constraints set forth in the Flexible Schedule Employee Policy. "Scheduling"
7 section

8
9 Section 4 Overtime pay Overtime shall be at time and one-half. Overtime pay shall be based upon
10 a two (2) hour minimum for each call back, up to and including two (2) hours. Thereafter, overtime
11 shall be paid on the basis of ¼-hour increments

12
13 Employees who are required to remain after the close of their shift shall not be entitled to the two
14 (2) hour minimum call back pay. However, overtime, if any, shall be paid on the basis of ¼-hour
15 increments. Employees who are required to report early for their shift are entitled to two (2) hour
16 minimum call back pay, up to and including two (2) hours

17
18 Overtime can be taken as compensatory time off (C T O) or as overtime pay, at the employee's
19 discretion, but in no event shall an employee be permitted to accumulate more than seventy-two
20 (72) hours of compensatory time. Any portion of a compensatory time balance accumulated may
21 be carried forward from one calendar year to a subsequent calendar year, however, any such
22 balance carried forward may only be taken off and may not be paid out, except in the case of
23 termination. Once per month, except in December, and in conjunction with the time sheets
24 submitted for the last pay date of each month, employees may request payout of any compensatory
25 time balance accrued during that calendar year (except as noted above). ["Accrued during that
26 calendar year" includes C T O hours transferred between employees if the receiving employee
27 physically worked hours in that year comparable to the transferred amount of hours] Payout is made
28 at the then current rate of pay. The City will not cancel previously approved compensatory time
29 off

30
31 Overtime for Firefighters, Firefighter/Paramedics, and Lieutenants shall be for hours worked in
32 excess of the normal workday or normal work week and will be computed upon a two hundred
33 thirty (230) hours work month

34
35 An employee who is required to be available to testify in court on the employee's off day will be
36 guaranteed a minimum of four (4) hours at the overtime rate. If the employee is required to stay
37 past 4 hours, the employee will be paid for the number of hours worked based on completed 15-
38 minute increments. The employee will report to work at 8:00 a.m. and will be assigned duties
39 that don't interfere with the employee being able to report to court. If an employee is released
40 from court duty in less than 4 hours, the employee can either choose to leave work and forfeit the
41 remainder of the 4 hours of overtime or the employee can elect to work thru the 4 hour period

42
43 Section 5 Mileage will be paid at the IRS mileage reimbursement rate for members who use their
44 personal vehicles for required trainings and other use of personal vehicle for City or Department
45 business. A rate of \$1.00 per round trip will be paid for off-duty call backs and station transfers

46
47 Section 6 Employees temporarily assigned to act as a higher ranking officer (including, but not
48 limited to Acting Lieutenant or Acting Battalion Chief) shall be paid a premium of one dollar and
49 fifty cents (\$1.50) per hour while filling that assignment

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Section 7 A trade of duty time may be made by any Association member with the approval of an officer with notification to the Shift Commander when possible. Such approval shall not be unreasonably withheld. However, a trade of duty time shall not interfere with the operations of the Department, and the City shall not incur any overtime liability because of such trades. In addition to current policy and for those otherwise within management rights, trades that are not within rank or qualification (meaning Lieutenant, paramedic, and ladder operator), may be cancelled with at least 48 hours notice. Trading by a lieutenant with an approved Reserve Officer does not satisfy the requirement that "one lieutenant shall be on duty at all times" and such trades shall be considered trading below rank and may be cancelled. Association members recognize that repayment of trades is an obligation between the members and it shall be the responsibility of the individuals involved in the trade to see that they fulfill such obligation.

Section 8 In the event that a Firefighter/Paramedic wishes to leave the paramedic program he/she may obtain a transfer to the position of Firefighter provided that the employee makes a written request to the Department stating his/her reasons for the transfer, the employee is competent to perform the duties of a Firefighter, a suitable replacement is available from Firefighter ranks and the replacement volunteers to be transferred to the position of Firefighter/Paramedic, and the replacement has successfully completed the paramedic training program.

ARTICLE VII
Holidays

Section 1 The members covered under this agreement will receive the following holidays with pay

- | | |
|---------------------|---|
| a) New Year's Day | g) The day after Thanksgiving |
| b) President's Day | h) December 24th |
| c) Memorial Day | i) December 25th |
| d) Independence Day | j) The day preceding New Years Day |
| e) Labor Day | k) Three (3) Personal Days ¹ |
| f) Thanksgiving Day | |

¹ For the initial calendar year of employment for a new employee, the new employee will receive three personal days if they have a starting date prior to March 1, two personal days if they have a starting date on or after March 1 but before July 1, 1 personal day if they have a starting date on or after July 1 but before November 1, and no personal days if they have a starting date on or after November 1.

Section 2 The Fire Marshal shall receive time off with pay at the rate of eight (8) hours per day for each of the Holidays designated above at a time approved by the Fire Chief, provided, however, that such time off for no more than two (2) holidays may be carried over into the next succeeding calendar year. In the event that the Fire Marshal takes such holiday time off in advance of the actual date of the holiday and terminates prior to such holiday date, the payment for such holiday will be deducted from his final paycheck. In the event the Fire Marshal terminates and has not taken time off for a holiday which has occurred prior to his or her termination, he or she shall receive payment for such holiday on his or her final paycheck.

1 Section 3 Notwithstanding any other provision of the Agreement, holidays must be arranged so as
2 to not interfere with the normal operations of the Department

3
4 Section 4 Subject to Article VII, Section 3 of the Agreement, holidays for Firefighters,
5 Firefighter/Paramedics, and Lieutenants shall be determined based on the employee's shift
6 seniority. The most senior employee on a shift shall have first opportunity to choose a holiday,
7 followed by the next senior employee and so forth until the employees have chosen all holidays.
8 Firefighters, Firefighter/Paramedics, and Lieutenants shall not choose holidays separately.
9 Firefighters, Firefighter/Paramedics, and Lieutenants shall be permitted to double up their
10 scheduled holidays or triple up at the discretion of the Fire Chief

11
12 Section 5. Employees may elect to use one of their three (3) personal days as emergency leave to
13 deal with legitimate personal emergencies. Employees wishing to take such leave must first fully
14 inform the Chief of the reasons why they require such leave. The granting of time off for such
15 purposes shall be subject to the sole discretion of the Chief or other designated officer. However,
16 approval of such leave shall not be unreasonably withheld. The Chief or designated officer may
17 approve leave in any time increment he or she deems appropriate, not to exceed a total period of
18 one (1) personal day

19
20 Section 6 Holidays. Firefighters, Firefighter/Paramedics, and Lieutenants shall receive one work
21 day off with pay for each holiday designated in Article VII, Section 1 of the Agreement. Holidays
22 shall be taken at a time approved by the Fire Chief. Time off for no more than two (2) holidays
23 may be carried over into the next succeeding calendar year, except as may be permitted by the
24 Fire Chief under special circumstances, with the knowledge and approval of the Director of
25 Administration. In the event an employee takes such holiday time off in advance of the actual
26 day of the holiday and terminates prior to such holiday date, the payment for such holiday will be
27 deducted from his final paycheck. In the event an employee terminates his/her employment and
28 has not taken time off for a holiday which has occurred prior to his termination, he shall receive
29 payment for such holiday on his final paycheck

30
31 Section 7 The City will not cancel previously approved holidays/personal days

32
33 **ARTICLE VIII**
34 **Vacations**

35
36 Section 1 Vacation Benefits

37
38 (a) The Fire Marshal covered under the terms of this Agreement shall have vacation benefits as
39 follows

40
41 (1) Eighty (80) hours of vacation with full pay after completion of one (1) year of
42 employment

43
44 (2) One hundred twenty (120) hours of vacation with full pay after completion of seven
45 (7) years of employment

46
47 (3) One hundred sixty (160) hours of vacation with full pay after completion of thirteen
48 (13) years of employment

49

1 (4) Two hundred (200) hours of vacation with full pay after completion of eighteen (18)
2 years of employment, provided the employee has accumulated at least one hundred
3 thirty (130) days of sick leave in the year the vacation is to be taken
4

5 (5) In the event that within the current and/or last five calendar years the employee has
6 suffered a major illness or a series of successive major illnesses wherein the
7 employee has used twenty (20) successive days of sick leave, and would have
8 accumulated a sufficient number of sick days to qualify for the vacation benefit set
9 forth above had such major illness not occurred, then those days taken for major
10 illness sick leave shall be counted to arrive at the one hundred thirty (130) day sick
11 leave accumulation required in (4) above
12

13 (b) Firefighters, Firefighter/Paramedics, and Lieutenants shall be entitled to vacation pay in
14 accordance with the following schedule
15

16 (1) Six (6) working days of vacation with full pay after completion of one (1) year of
17 employment
18

19 (2) Nine (9) working days of vacation with full pay after completion of seven (7) years
20 of employment
21

22 (3) Twelve (12) working days of vacation with full pay after completion of thirteen (13)
23 years of employment
24

25 (4) Fifteen (15) working days of vacation with full pay after completion of eighteen (18) years
26 of employment, provided the employee has accumulated at least sixty-five (65) days of
27 sick leave in the year the vacation is to be taken
28

29 (5) In the event that within the current and/or last five calendar years the employee has
30 suffered a major illness or a series of successive major illnesses wherein the employee has
31 used twenty (20) successive days of sick leave, and would have accumulated a sufficient
32 number of sick days to qualify for the vacation benefit set forth above had such major
33 illness not occurred, then those days taken for major illness sick leave shall be counted to
34 arrive at the sixty-five (65) day sick leave accumulation required in (4) above
35

36 Section 2. Notwithstanding any other provision contained in this Article, vacations must be
37 arranged, so as not to interfere with the normal operations of the department
38

39 Section 3 Vacation allowance shall not be accumulated from year to year, except as may be
40 permitted by the Fire Chief under special circumstances, with the knowledge and approval of the
41 Director of Administration
42

43 Section 4 Subject to Article VIII Section 2 of the Agreement, vacations for Lieutenants, Firefighters,
44 and Firefighter Paramedics shall be determined based on the shift seniority In the first round, the
45 most senior shift employee shall be permitted to select two, three-day vacation cycles followed
46 by the next senior and so forth until all shift members have selected two, three-day cycles All
47 employees who have earned additional vacation cycles will be permitted to select these cycles,
48 one three-day cycle at a time, in the established seniority rotation All shift personnel are allowed
49 to triple up on vacations (three individuals selecting the same three-day cycle) provided, following
50 completion of the vacation and holiday selection (meaning after both selection steps combined,

1 not after each selection step), a minimum of two shift personnel are scheduled off on every work
2 day of a shift throughout the year and further provided that a Lieutenant (Fire or Med) is scheduled
3 for every work day throughout the year (The Chief at his sole discretion may waive the "minimum
4 of two shift personnel " requirement in the event of excessive staff vacancies)
5

6 Section 5 A member will not be mandated in for service during the 4 days before a scheduled 9-
7 day vacation cycle, resulting in protection for an entire 13-day vacation cycle
8

9 **ARTICLE IX**
10 **Longevity**

11
12 Section 1 Each eligible employee commencing the regular pay period following eligibility shall
13 receive longevity pay in addition to the regular salary based on the following schedule
14
15

Length of Employment	Officers/Fire Marshal	Firefighters
After five 5 years of service	\$14 00/month	\$13 00/month
After ten 10 years of service	\$29 00/month	\$27 00/month
After fifteen 15 years of service	\$43 00/month	\$40 00/month
After twenty 20 years of service	\$58 00/month	\$53 00/month
After twenty-five 25 years of service	\$72.00/month	\$67 00/month

16
17 **ARTICLE X**
18 **Sick Leave**
19

20 Section 1 Sick leave for all employees shall accrue at the rate of one-half (.5) working day for each
21 full month of service to the maximum cumulative total of one hundred eighty (180) days A full
22 month of service for the Fire Marshal and for other members who work a 40-hour work week
23 (who shall accrue 8 hours of sick leave for each full month of service) shall refer to a month in
24 which the individual receives pay for at least ten (10) regular work days (or 80 hours in the case
25 of a four (4) day per week employee) A full month of service for Firefighters,
26 Firefighter/Paramedics, and Lieutenants shall refer to a month in which they receive pay for at
27 least five (5) regular work days
28

29 Section 2 All unused accumulated sick leave credit is automatically canceled upon separation,
30 except that employees that are laid off for reasons not discreditable to them will retain their unused
31 accumulated sick leave provided they are re-appointed within one (1) year from the date of layoff
32

33 Section 3 Any holiday, regular off-duty day, or vacation day falling during a member of the
34 Department's absence due to a condition for which sick leave credit would be granted shall not
35 be considered a chargeable day of sick leave
36

37 Section 4 Except as otherwise required as a continuation of benefits under state and/or federal
38 FMLA rules, at the start of the third calendar month following the date upon which an employee
39 on sick leave reaches the end of the maximum allowable FMLA leave period, such employee
40 continuing on sick leave will not continue to accrue additional sick leave until returning to work
41 (Example If FMLA expires April 10, sick leave benefits cease accruing July 1)
42

1 Section 5 An employee's maximum continuous use of sick leave, inclusive of FMLA leave, shall
2 not exceed 90 sick days. A "Continuous" period is not interrupted by other paid leave types and
3 is understood to be interrupted by a return to work of at least 3 consecutively scheduled work/shift
4 days
5

6 Section 6 Employees may be granted a leave of absence period in the event of medical need up to
7 a maximum of 6 months for each of the initial-term and the extended-term, based upon
8 documented medical need as provided by the employee, which is subject to independent medical
9 examination at the cost of the City. Leave of absences shall continue to be administered in
10 accordance with the policy as established from time to time by the City as set forth in the
11 Employee Handbook
12

13 Section 7 Sick Leave Incentive Program Employees who do not take sick leave during a specified
14 four month period (January through April, May through August, and September through
15 December) shall receive 8 hours of additional sick leave, provided the employee worked and was
16 paid for working (including holiday, vacation, and comp-time) at least one complete FLSA cycle
17 during that specified period (unless otherwise required by FMLA). Additionally, an employee
18 receiving each of the 8-hour incentive awards during a calendar year shall receive an additional
19 day (24 hours) of sick leave
20
21

22
23 **ARTICLE XI**
24 **Severance Pay Benefits**

25 Section 1 Upon separation, except in the case of discharge for cause or when the member has less
26 than 5 years of service, the member shall be entitled to a Severance Pay Benefit generally based
27 upon the employee's amount of unused sick leave (sick leave balance) and upon a maximum
28 benefit as calculated for each employee
29

30 (a) Calculation of the Maximum Number of Severance Hours (Cap)
31

32 (1) Factor Method The maximum number of hours for which an employee can
33 receive a severance payout is equal to the product of (Y) the number of years of
34 service (a fraction truncated to one decimal) completed prior to January 1, 2011,
35 multiplied by (SBF) the applicable "Severance Benefit Factor" for the employee's
36 total years of service (as set forth in "(b)" below) multiplied by three-quarters (75),
37 plus the product of (Z) the employee's number of years of service (a fraction
38 truncated to one decimal) completed since January 1, 2011, multiplied by (SBF)
39 the applicable "Severance Benefit Factor" for the employee's total years of service
40 (as set forth in "(b)" below)

41 $[Max = (Y \times SBF \times 75) + (Z \times SBF)]$
42

43 (2) Grandfathering Current Maximum For members hired prior to 8/31/12, the
44 maximum number of hours for which an employee can receive a severance payout
45 is the greater of that number calculated per number 1 above or the following
46

47 $Completed\ full\ years\ of\ service\ (max\ 30,\ no\ fraction) \times 2 \times 8 \times 1.4$
48

49 [Note This formula equals the cap as per the 2010-2012 Agreement providing a

cap of two (2) 8-hour days per year of service The 1.4 factor adjusts for the adjusted hourly wage rate used within the formula at the time]

- (3) Forty-Hour-Per-Week Employees For forty-hour-per-week employees, the maximum number of hours for which an employee can receive a severance payout is the following

Completed full years of service (max 30, no fraction) $\times 2 \times 8$

- (b) Severance Benefit Factor The applicable Severance Benefit Factor for an individual is taken from the column/cell to the right of the column/cell that reflects the individual's completed years of service

Years of Service	Severance Benefit Factor	Years of Service	Severance Benefit Factor	Years of Service	Severance Benefit Factor
5	17.5	14	22.0	23	26.70
6	18.0	15	22.5	24	27.35
7	18.5	16	23.0	25	28.15
8	19.0	17	23.5	26	28.95
9	19.5	18	24.0	27	29.80
10	20.0	19	24.5	28	30.80
11	20.5	20	25.0	29	31.80
12	21.0	21	25.5	30+	33.33
13	21.5	22	26.1		

- (c) Calculation of Severance Pay Benefit

- (1) The Severance Pay Benefit for an individual retiring, as per WRS, is the greater of (i) or (ii) below, provided the requirements for that section are met

- (i) Factor Method

$$\frac{\text{Number of Hours of Sick Leave at Separation}}{2} \times \text{Hourly Rate in Appendix A (including Ladder Operator Pay)}$$

[Requirement Note The "Number of Hours of Sick Leave at Separation" to be applied within the formula is capped at twice the "Maximum Number of Severance Hours" as calculated under "Factor Method" above In other words, an individual with a Maximum Number of Severance Hours calculated at 500 must have 1,000 (or two times) the number of hours of sick leave available on the book to receive the maximum Severance Pay Benefit]

- (ii) Grandfathering Current Maximum

$$\text{Number of Hours of Sick Leave at Separation} \times \text{Hourly Rate in Appendix A (including Ladder Operator Pay)}$$

[Requirement Note The "Number of Hours of Sick Leave at Separation" to be applied within the formula is capped at the "Maximum Number of Severance Hours" as calculated under "Grandfathering Current Maximum" above]

1
2
3 (2) The Severance Pay Benefit for a Forty-Hour-Per-Week-Employee

4
5 Number of Hours of Sick Leave at Separation X Hourly Rate in Appendix A
6 (including Ladder Operator Pay)
7

8 [Requirement Note The "Number of Hours of Sick Leave at Separation" to be
9 applied within the formula is capped at the "Maximum Number of Severance
10 Hours" as calculated under "Forty-Hour-Per-Week-Employees" above]
11

12
13 (3) The Severance Pay Benefit for an individual separating with at least 5 full years of
14 service, but not retiring as per WRS, is half of the Severance Pay Benefit calculated
15 in "(1) (1)" above
16

17 (d) Employees Exceeding 30 Years of Service The total number of years of service that can
18 be applied in the formulas within "(a)" above is 30 years of service For individuals that
19 exceed 30 years of service, the employee's actual number of years of service completed
20 since January 1, 2011 is used within the formula in (a) (1) "Factor Method," above, and
21 the remaining possible years of service (30 minus years of service since January 1, 2011)
22 is applied as the years of service prior to 2011 (As such, an employee who stays beyond
23 the 30th year is increasing the maximum cap by adding additional fully credited year(s)
24 and dropping pre-2011 year(s) credited at three-quarters)
25

26 Section 2 In the case of the death of an employee, that vacation which said employee has earned
27 up to his anniversary date, and holidays not taken, as in accordance with the existing Agreement,
28 shall be paid to the beneficiaries or estate
29

30 **ARTICLE XII**
31 **Malpractice Insurance**

32
33 Section 1 The City shall provide malpractice insurance for all Firefighters,
34 Firefighter/Paramedics, and Lieutenants
35

36 **ARTICLE XIII**
37 **Clothing Allowance**

38
39 Section 1 Each member covered by this Agreement and an employee actively at work on the
40 following referenced dates shall receive a uniform allowance in the amount of Four Hundred
41 Seventy-Five Dollars (\$475 00) per year effective 1/1/2017, which allowance shall be paid in two
42 (2) equal installments on the last payroll date of April and October of each year Employees shall
43 not accrue clothing allowance pay for the period of time off work due to duty-incurred or off-duty
44 injury or illness, in the event that they do not return to active duty with the City If an employee
45 who is off work due to duty-incurred or off-duty injury or illness does return to active duty, such
46 employee, upon return, shall be entitled to the clothing allowance that they would otherwise have
47 been entitled to, but not more than two such bi-annual payments
48

49 Section 2 All new hired employees shall receive the full uniform allowance at their first pay period,
50 and shall not be eligible to receive any further clothing allowance during that calendar year If an

1 employee terminates their employment with the City within the first 6 months of employment, the
2 employee shall be required to pay back half (50%) of the uniform allowance, and the City is, hereby,
3 authorized to deduct such reimbursement from any remaining checks or payouts
4
5

6 **ARTICLE XIV**
7 **Hospital and Surgical Insurance**
8

9 Section 1 Employee Share of Monthly Health Insurance Premium (Premium Co-Pay) Employees
10 may participate in the Health Insurance Plans offered by the City, in accordance with the eligibility
11 criteria of the plan, and will pay a percentage of the applicable monthly health insurance premium
12 as determined by the Common Council from time-to-time and as subsequently incorporated into
13 the Employee Handbook, which rate shall be the same as generally applies to non-represented, non-
14 supervisory employees except regarding the High Deductible Plan (which allows participation in a
15 Health Savings Account) the "with HRA" rate shall not exceed 15% of the monthly premium and
16 the "without HRA" rate shall not exceed 20% of the monthly premium
17

18 Section 2 Any employee who retires from employment with the City under a regular pension at
19 statutory normal retirement age and who has attained twenty (20) years of full time service with the
20 City or retires under a disability pension (defined as occurring under Wisconsin Statutes 40 65,
21 Duty Disability) shall be eligible for enrollment in the City's conventional hospital and surgical
22 insurance program, in accordance with one of the following options
23

- 24 (a) If said retirement does not involve or pertain to a Wisconsin Statutes 40 65, Duty
25 Disability, the City shall pay seventy-five percent (75%) of the premium amount in
26 effect on the date the employee retires, whatever that figure may be, and will continue
27 to pay that amount toward the employee's health insurance coverage so long as the
28 employee is retired and until the retired employee qualifies for Medicare Coverage
29 shall not be extended to the retiree while he is covered by another health plan of equal
30 or better benefit at no additional cost to the employee Coverage shall terminate in the
31 event of the retiree's death
32

33 For retirements occurring after 1/1/2019, the following parameter or clarification applies
34 Where it is referenced above that the City shall pay seventy-five percent (75%) of the retiree
35 health insurance premium upon retirement from the City service, that amount may vary, as
36 described further below, in the event the employee changes between plan types, including
37 but not limited to single, family, high-deductible, or PPO plan types If said retiree switches
38 from a higher-premium plan type to a lesser-premium plan type, the City will continue to
39 pay only 75% of the lesser-premium plan type that was in effect on the date of retirement,
40 however, if a retiree elects a plan type with a lesser premium at or after retirement and
41 subsequently switches back to a higher-premium plan type, the City will revert to paying
42 75% of the higher-premium plan type that was in effect on the date of retirement only if the
43 added dependents were eligible for coverage on the date of retirement Additionally, in the
44 event a retiree selects or reverts to a plan type during an eligible continuation period, as
45 provided for above, and that premium-type did not exist on the retiree's premium share
46 calculation date (retirement date), the applicable retro-active premium-type rate shall be
47 calculated based upon a percentage of the family plan using the then current year's premium
48 rates
49

- 50 (b) If said retirement involves an employee who retires from employment with the City
51 under Wisconsin Statutes 40 65, Duty Disability, and who is disabled from a range of

1 jobs (not just fire service) and unable to work, the City shall pay seventy-five percent
2 (75%) of the cost toward the plan-type premium (ie single, family, high-deductible,
3 etc) amount in effect on the date the employee retires, whatever that figure may be,
4 and will continue to pay that amount toward the employee's health insurance coverage
5 so long as the employee is retired and enrolled in the plan and until the retired
6 employee qualifies for Medicare, except as noted immediately hereafter. If said retiree
7 switches from a higher-premium plan-type to a lesser-premium plan type, the City will
8 continue to pay only 75% of the lesser-premium plan-type that was in effect on the
9 date of retirement, however , if a retiree elects a plan-type with a lesser premium at or
10 after retirement an subsequently switches back to a higher-premium plan-type, the City
11 will revert to paying 75% of the higher-premium plan-type that was in effect on the
12 date of retirement only if the added dependents were eligible for coverage on the date
13 of retirement. Coverage shall not be extended to the retiree while he is covered by
14 another health plan of equal or better benefit at no additional cost to the employee.
15 Coverage shall terminate in the event of the retiree's death.

16
17 (c) If said retirement involves an employee who retires from employment with the City
18 under Wisconsin Statutes 40 65, Duty Disability, and who is not disabled from a range
19 of jobs but is unable to work in the fire service, eligibility for continued enrollment in
20 the City's conventional hospital and surgical insurance program shall be for 10 years
21 from the date of the end of the month of the last day worked, except when the duty
22 disability is presumptively caused. In the event of a 40 65 duty disability
23 presumptively caused by employment as per Wisconsin Statutes 891 455 or its
24 successor, while such statute remains in effect, the 10-year allowance (eligibility)
25 period shall be extended for a period of 5 years beyond the last episode of the condition
26 (occurring during that 10-year period) that established the presumptive evidence of
27 disability. In this instance, the City shall pay seventy-five percent (75%) of the cost
28 toward the plan-type premium (ie single, family, high-deductible, etc) amount in
29 effect on the date the employee retires, whatever that figure may be, and will continue
30 to pay that amount toward the employee's health insurance coverage so long as the
31 employee is retired and enrolled in the plan and until the retired employee qualifies for
32 Medicare, except as noted immediately hereafter. If said retiree switches from a
33 higher-premium plan-type to a lesser-premium plan type, the City will continue to pay
34 only 75% of the lesser-premium plan-type that was in effect on the date of retirement,
35 however , if a retiree elects a plan-type with a lesser premium at or after retirement an
36 subsequently switches back to a higher-premium plan-type, the City will revert to
37 paying 75% of the higher-premium plan-type that was in effect on the date of
38 retirement only if the added dependents were eligible for coverage on the date of
39 retirement. Coverage shall not be extended to the retiree while he is covered by
40 another health plan of equal or better benefit at no additional cost to the employee.
41 Coverage shall terminate in the event of the retiree's death.

42
43 Section 3. Rehiring Preference. Individuals receiving a 40 65 duty disability after the effective date
44 of this contract may be considered as eligible for placement on a 'Reinstatement List' for a period
45 of three years after the date of receipt of the duty disability, provided such individual meets the
46 qualifications of the position and submits a completed application during the advertising period.
47 After such 3-year period, the individual may receive a hiring preference equivalent to the
48 "Veterans Rating Adjustment" as provided for by section 5 7 3, or its successor, of the Civil
49 Service System Personnel Administration Program, subject to submission of supporting
50 documentation as may be determined by the City. This provision does not create a property

1 interest in any position or right to employment with the City, nor enhance any such interest or
2 right that may be determined to exist absent this language

3
4 Section 4. The parties acknowledge that by operation of Wisconsin Statute Section
5 §111.70(4)(mc)(6) the design and selection of the health care coverage plan is a prohibited subject
6 of bargaining, and, as such, City has the right to create additional plan types, such as but not
7 limited to Employee plus one or high-deductible plans

8
9 **ARTICLE XV**
10 **Dental Insurance**

11
12 Section 1 Dental Insurance shall be made available by the City which benefit levels shall be the
13 same as generally applies to non-represented, non-supervisory employees. The City shall pay
14 100% of the single premium. An Employee shall pay the difference between the single premium
15 and any other plan-type premium selected by the Employee

16
17 **ARTICLE XVI**
18 **Life Insurance**

19
20 Section 1 The City shall pay the full premium of the Life Insurance Plan currently in effect for each
21 member, and shall retain the right to designate the insurance carrier

22
23 **ARTICLE XVII**
24 **Wisconsin Retirement Fund**

25
26 Section 1 For all employees covered by this Agreement who were hired prior to July 1, 2011, and
27 who participate through the City of Franklin in WRS:

- 28
29 (a) effective the start of the pay period closest to, but on or after, January 1, 2013,
30 each such employee will pay a portion of the contribution required by the WRS
31 equal to 3% of the employee's gross earnings, per WRS Guidelines, and
32
33 (b) effective the start of the pay period closest to, but on or after, January 1, 2014,
34 each such employee will pay a portion of the contribution required by the WRS
35 equal to the full employee share, as identified by WRS and as per WRS Guidelines
36 (currently the employee share of the WRS rate as actuarially determined by the
37 WRS for general employees)

38
39 Section 2 In accordance with State law and effective January 1, 2013, all employees covered by
40 this agreement who were hired on or after July 1, 2011, must contribute the full employee's share
41 to the WRS Pension Plan, which is currently defined as the WRS rate as actuarially determined
42 by the WRS for general employees

43
44 **ARTICLE XVIII**
45 **Worker's Compensation**

46
47 Section 1 All employees covered by this Agreement who are eligible for Worker's Compensation
48 benefits for temporary-total or temporary-partial disability because of their employment with the
49 City, shall be paid full wages in lieu of weekly Worker's Compensation benefits for a period of

1 up to thirty (30) weeks from the date of illness or injury. In no event will such supplemental pay
2 and Worker's Compensation benefit exceed, in aggregate, the employee's normal net "take home"
3 pay. As indicated, this does not impact benefits for permanent disability
4

5 Section 2 Any Worker's Compensation payments received by said member shall be paid over to
6 the City. When the City shall have made any such payment and the employee makes claim for
7 damages other than disability insurance carried by an employee at his own expense against any
8 third party and/or such third party's insurer, the City shall be entitled to receive from any damage
9 recovery by such employee, reimbursement for wages paid in the same proportion as prescribed
10 by Section 102.29 of the Wisconsin Statutes governing Worker's Compensation
11

12 Section 3 WRS rules provide for a suspension of applying employee-required contributions while
13 receiving temporary disability compensation but also provides for the employer to make a full
14 recovery (reimbursement) of all suspended payments following a return to work. Therefore, in
15 order to comply with Section 1 and to avoid a reduction in normal net "take home" pay following
16 return to work after receiving temporary Workers Compensation disability payments, the
17 employees authorize a voluntary payroll deduction equal to the equivalent amount of WRS
18 payments that would otherwise be due when maintaining the employee's normal net "take home"
19 pay. The City will then offset this voluntary deduction against allowable additional employee-
20 required contributions that may be recovered from the employee's earnings after the employee
21 returns to work. The aggregate or net impact over the period while receiving temporary Workers
22 Compensation disability payments and after the employee returns to work is to maintain the
23 employee's normal net "take home" pay
24

25 Section 4 Any holiday, regular off-duty day, or vacation day falling during a member of the
26 Department's absence due to a condition for which the employee is off work receiving Workers
27 Compensation disability payments shall not be considered a chargeable day of workers
28 compensation leave, except as may be required under FMLA. An employee who is off work on
29 workers compensation may repost one 3-day vacation cycle per calendar year, provided the
30 vacation occurred during the period of workers compensation leave
31

32 **ARTICLE XIX**
33 **Funeral Leave**
34

35 Section 1 The purpose of funeral leave is to allow an employee time off to handle issues related to
36 the funeral, attend funeral services or ceremonies, or to handle matters related to the resolution of
37 the estate of specified relatives. Funeral leave will be restricted to these types of activities. Upon
38 application, a leave of absence of two (2) days with full pay shall be allowed in the event of the
39 death of a member's spouse, child, father, mother, sister, brother, father-in-law or mother-in-law.
40 If the relative's death occurs on or the news first arrives during a duty day when the employee is
41 already at work, the employee is allowed to leave work, the duty day is considered funeral leave,
42 and the employee is allowed the two (2) additional days applied above. Leave will normally be
43 used the two (2) scheduled work days immediately following the death of the relative. Upon
44 application, one (1) day with full pay shall be allowed in the event of the death of the member's
45 brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, step-parent, step-child
46 and step-brother/sister. Upon application, one (1) day with full pay shall be granted in the event
47 of the death of the member's aunt or uncle, if the funeral falls on a scheduled workday and the
48 member attends the funeral or service. Funeral leave for those relatives that allow 1 day off will
49 normally be used within 1 week (7 days) of the death. Both parties recognize that these time

1 constraints may not fit all situations and provisions will be made to provide for such leave for
2 services that fall outside the norm

3
4 Section 2 All applications for funeral leave shall be in writing and accompanied by a copy of the
5 obituary for the deceased. The leave request shall be submitted to the Fire Chief, or another officer
6 in the Chief's absence, at the time of request for such leave. The funeral leave is not to be deducted
7 from sick leave. If a funeral occurs during a scheduled vacation or holiday, funeral leave can be
8 substituted for the vacation or holiday leave.

9
10 **ARTICLE XX**
11 **Military Leave**

12
13 Section 1 Each member of the Association who is required to take a period of training with an
14 organized unit of the Reserve Corps of the United States Army, Navy, Air Force, Marine Corps,
15 Coast Guard, or the National Guard, and who is ordered to active duty, shall be granted a leave of
16 absence for a period not in excess of 112 hours annually upon submission to the Fire Chief of
17 evidence of receipt of authentic orders.

18
19 Section 2 Any member of the Association who has completed one (1) year of continuous service
20 with the City shall be compensated for the difference between their base service pay and their
21 base departmental compensation for a period equivalent to the approved military leave, but not to
22 exceed 112 hours per year, if the base service compensation is less than the base City
23 compensation.

24
25 **ARTICLE XXI**
26 **College Educational Incentive Program**

27
28 Section 1 Employees who have completed 2 years of full time service with the City shall be eligible
29 for the following education reimbursement.

30
31 (a) Five (5) members per year may be reimbursed for tuition for college classes up to a
32 maximum of \$1000 each. To be eligible for this reimbursement, the following
33 conditions must be met:

34
35 (1) Tuition reimbursement is subject to approval by the Fire Chief.

36
37 (2) Tuition reimbursement will be paid after proof of completion of the course and
38 grade, such as a transcript, are submitted to the Chief. An employee will be
39 reimbursed up to \$1000 if he attains an A, up to \$750 for a B, and up to \$500 for
40 a C.

41
42 (3) An employee who receives tuition reimbursement from the City agrees to continue
43 his/her employment with the City for 2 years following the date of the education
44 reimbursement. An employee who leaves employment less than 2 years from the
45 date of reimbursement shall reimburse the City for all such tuition reimbursement
46 received during the previous 2 years, and the City is, hereby, authorized to deduct
47 such reimbursement from any remaining checks or payouts.

1 (4) The City shall not be responsible for the cost of any books, supplies, or other items
2 and services. The City shall be responsible for tuition only to the extent set forth
3 in this Section (a) above.
4

5 (b) Employees who receive State Certification for recognized State Certification courses
6 shall receive \$3 00 per month for each level of State Certification, including but not
7 limited to the following: M P O, Instructor, Officer, Fire Inspection, Car Seat
8 Technician, SCBA Technician, Aerial, and EMT Instructor
9

10 Section 2 Payment shall be made within thirty (30) days following the close of each calendar year
11

12 Section 3 The City will reimburse payments made by employees for registration on the National
13 Registry of Emergency Medical Technicians if registry on the list is required for continued
14 participation in the Paramedic Program
15

16 ARTICLE XXII 17 **Voluntary Benefit Provisions** 18

19 Section 1 AFLAC Employees shall have the option of purchasing short-term disability insurance,
20 personal accident insurance, personal hospital intensive care insurance, and/or cancer protection
21 insurance from AFLAC. Employee participation in this 100% employee paid benefit requires that
22 premiums be paid through payroll deduction
23

24 Section 2 Liberty Mutual (Auto and Home Insurance) Employees have the option of purchasing
25 auto and home insurance from Liberty Mutual under their Group Savings Plan
26

27 ARTICLE XXIII 28 **Direct Deposit** 29

30 Section 1 All employees will be required to sign up for Direct Deposit of payroll checks. The City
31 agrees to pay for the cost of any fees imposed as a result of the City's error
32

33 Section 2 The City agrees to provide electronic transfer of employee deferred compensation
34 contributions to City approved deferred compensation plans
35

36 ARTICLE XXIV 37 **Donation of Vacation Time** 38

39 Section 1 Employees may donate vacation time to another employee in the event of illness or injury
40 if the ill or injured employee does not have sick, compensatory, or vacation time left in his/her
41 account. An employee may donate a maximum of 25% of such donor employee's current
42 accumulated vacation time during the subsequent two (2) year period. There shall be an aggregate
43 limit to such transfer of vacation time by all other employees to any one employee of two hundred
44 (200) hours in a two (2) year period. All such requests for transfer of vacation time under this
45 Section shall be in writing and approved by the Director of Administration. This donation of time
46 is also subject to discretion of the employee's Department Head and based on workload and
47 staffing of the Department
48

1 **ARTICLE XXV**

2 **Promotions**

3
4 Section 1 Promotions shall be affected in accordance with Section 62.13 Wis Stats. The City shall
5 post promotional opportunities on a bulletin board where bargaining unit employees are working
6 for a period of fifteen (15) calendar days

7
8 Section 2 An employee selected for promotion shall be given a trial period which shall be set by
9 the Fire Chief but shall not be less than thirty (30) days. The trial period shall not include any
10 initial period designated for employee training. If during the trial period the employee is found
11 not to be qualified or does not wish to continue employment in the position to which he/she is
12 promoted, the City shall return the employee to his/her former position

13
14 **ARTICLE XXVI**

15 **Consolidation**

16
17 Section 1 Should the City decide to consolidate its Fire Department with another municipality(ies),
18 the City will honor the existing contract for wages and benefits until a new service provider is in
19 place. Once the decision to consolidate is made, the City will agree to have the Union represented
20 in the consolidation process and will be open to their concerns

21
22 **ARTICLE XXVII**

23 **Special Duty Pay**

24
25 Section 1 Members who are active on a technician level Haz-Mat Team (as defined by NFPA 472)
26 or a technician level Technical Rescue Team (as defined by NFPA 1670c 11, including trench and
27 excavation search and rescue, along with the sub-disciplines of confined space search and rescue,
28 rope rescue, and vehicle and machinery rescue) or a Dive Team that is, and for the period that it
29 continues to be, designated by the Fire Chief, at his sole discretion, as authorized to engage in
30 mutual aid as a Dive Team shall receive a premium pay of \$46.00/month. The determination of
31 membership on these teams shall be at the sole discretion of management, using the current
32 promotion process for appointment to the Teams. Special duty pay does not apply to a general
33 level of competency in a functional or operational area that is generally expected of all members
34 of the department

35
36 **ARTICLE XXVIII**

37 **Long Term Disability**

38
39 Section 1 A Long Term Disability Insurance Policy will cover all members of this agreement. The
40 members will pay all costs of this voluntary program. The City will provide for a payroll
41 deduction, and forward the premium payments to the agreed upon insurance company

42
43 **ARTICLE XXIX**

44 **Duration of Agreement**

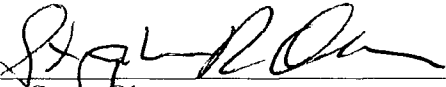
45
46 Section 1 This Agreement shall become effective January 1, 2019 and shall continue in full force
47 and effect until December 31, 2020. The terms and conditions of this Agreement shall continue
48 to apply until superseded by another Agreement, except as otherwise provided for by law

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Section 2 The terms of this Agreement shall not be changed or altered by any subsequent Ordinance, Resolution, Executive Order, or Legislative Act of any kind during the duration of this Agreement unless both parties to this Agreement agree to such change or alteration In the event of an impasse, each party reserves the right to seek agreement through mediation/arbitration

Section 3 If any part or all parts of this Agreement are invalid, it shall not invalidate the entire Agreement

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 2ND day of OCTOBER, 2019 at Franklin, Wisconsin



Mayor, Steve Olson



Director of Clerk Services, Sandra Wesolowski

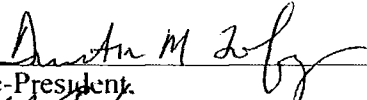


Director of Administration, Mark Lubarda

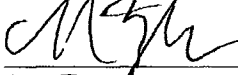





President,




Vice-President,



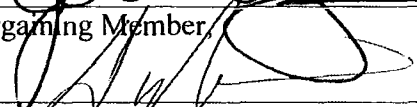
Treasurer,



Secretary,



Bargaining Member,



Bargaining Member,

1
2
3

APPENDIX A

The following are the rates of pay for the various classifications of employees

7/1/2018 - 5% increase **

Rates for this table were established in the prior labor agreement

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/ Firefighter		Paramedic/ Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$18.35	\$4,452.53	\$18.53	\$4,497.06	\$29.09	\$5,041.48	\$19.23	\$4,667.38	\$19.43	\$4,714.05	\$20.19	\$4,900.15	\$20.52	\$4,980.15
Step 2 7-12 months	\$18.98	\$4,604.72	\$19.17	\$4,650.77	\$30.80	\$5,339.33	\$19.90	\$4,828.55	\$20.10	\$4,876.84	\$20.87	\$5,064.30	\$21.20	\$5,144.30
Step 3 13-24 months	\$22.10	\$5,362.72	\$22.32	\$5,416.35	\$32.55	\$5,641.52	\$23.18	\$5,625.33	\$23.41	\$5,681.58	\$24.35	\$5,908.84	\$24.68	\$5,988.84
Step 4 25-36 months	\$22.86	\$5,547.75	\$23.09	\$5,603.23	\$34.27	\$5,939.36	\$23.97	\$5,816.33	\$24.21	\$5,874.49	\$25.19	\$6,111.76	\$25.52	\$6,191.76
Step 5 37-48 months	\$23.62	\$5,732.75	\$23.86	\$5,790.08	\$35.97	\$6,235.02	\$24.79	\$6,016.26	\$25.04	\$6,076.42	\$26.03	\$6,317.68	\$26.36	\$6,397.68
Step 6 48+ months	\$26.03	\$6,317.68	\$26.29	\$6,380.86	\$37.73	\$6,539.35	\$28.03	\$6,801.15	\$28.31	\$6,869.16	\$29.44	\$7,144.32	\$29.77	\$7,224.32

*This position reflects a flat \$80/month increase above the Lieutenant position

** All wage increases above are effective on the start of the pay period closest to but on or after the date listed above

5

7/1/2019 - 2% increase **

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/ Firefighter		Paramedic/ Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$18.72	\$4,541.58	\$18.90	\$4,587.00	\$29.67	\$5,142.31	\$19.62	\$4,760.73	\$19.81	\$4,808.34	\$20.60	\$4,998.15	\$20.93	\$5,078.15
Step 2 7-12 months	\$19.35	\$4,696.81	\$19.55	\$4,743.78	\$31.42	\$5,446.12	\$20.30	\$4,925.12	\$20.50	\$4,974.37	\$21.29	\$5,165.59	\$21.62	\$5,245.59
Step 3 13-24 months	\$22.54	\$5,469.97	\$22.77	\$5,524.67	\$33.20	\$5,754.35	\$23.64	\$5,737.84	\$23.88	\$5,795.22	\$24.84	\$6,027.02	\$25.17	\$6,107.02
Step 4 25-36 months	\$23.32	\$5,658.71	\$23.55	\$5,715.30	\$34.95	\$6,058.15	\$24.45	\$5,932.66	\$24.69	\$5,991.99	\$25.69	\$6,234.00	\$26.02	\$6,314.00
Step 5 37-48 months	\$24.10	\$5,847.41	\$24.34	\$5,905.88	\$36.69	\$6,359.72	\$25.29	\$6,136.59	\$25.54	\$6,197.96	\$26.56	\$6,444.03	\$26.88	\$6,524.03
Step 6 48+ months	\$26.56	\$6,444.03	\$26.82	\$6,508.47	\$38.48	\$6,670.14	\$28.59	\$6,937.17	\$28.87	\$7,006.54	\$30.03	\$7,287.21	\$30.36	\$7,367.21

*This position reflects a flat \$80/month increase above the Lieutenant position

** All wage increases above are effective on the start of the pay period closest to but on or after the date listed above

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1/1/2020 - 2% increase **

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/ Firefighter		Paramedic/ Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic'	
	Based on 2 912 hours		Based on 2 912 hours		Based on 2 080 hours		Based on 2 912 hours		Based on 2 912 hours		Based on 2 912 hours		Based on 2 912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0 6 months	\$19.09	\$4,632.41	\$19.28	\$4,678.73	\$30.26	\$5,245.16	\$20.01	\$4,855.94	\$20.21	\$4,904.50	\$21.01	\$5,098.11	\$21.34	\$5,178.11
Step 2 7 12 months	\$19.74	\$4,790.75	\$19.94	\$4,838.66	\$32.05	\$5,555.04	\$20.70	\$5,023.62	\$20.91	\$5,073.86	\$21.71	\$5,268.90	\$22.04	\$5,348.90
Step 3 13 24 months	\$22.99	\$5,579.37	\$23.22	\$5,635.16	\$33.86	\$5,869.44	\$24.12	\$5,852.60	\$24.36	\$5,911.13	\$25.33	\$6,147.56	\$25.66	\$6,227.56
Step 4 25 36 months	\$23.79	\$5,771.88	\$24.02	\$5,829.60	\$35.65	\$6,179.31	\$24.94	\$6,051.31	\$25.19	\$6,111.82	\$26.20	\$6,358.68	\$26.53	\$6,438.68
Step 5 37 48 months	\$24.58	\$5,964.36	\$24.82	\$6,024.00	\$37.42	\$6,486.91	\$25.79	\$6,259.32	\$26.05	\$6,321.91	\$27.09	\$6,572.91	\$27.42	\$6,652.91
Step 6 48+ months	\$27.09	\$6,572.91	\$27.36	\$6,638.64	\$39.25	\$6,803.54	\$29.16	\$7,075.91	\$29.45	\$7,146.67	\$30.63	\$7,432.95	\$30.96	\$7,512.95

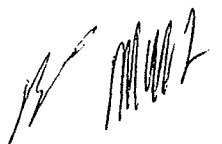
*This position reflects a flat \$80/month increase above the Lieutenant position

** All wage increases above are effective on the start of the pay period closest to but on or after the date listed above

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1 Letter of Understanding
2 Between City of Franklin and the
3 Franklin Professional Firefighter Association Local 2760 I.A F F
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7 The purpose of this side-letter is to acknowledge that, prior to the end of 2013, the City of Franklin will
8 increase the number of deferred compensation plans to include the Wisconsin Deferred Compensation
9 Program (ETF) and Nationwide, unless 1) the provisions of the plan would restrict the City's participation
10 in the plan in a manner similar to the current plans, 2) the plan has fee or administrative requirements
11 substantially more burdensome than the current plans, or 3) the plan requires termination of any of the
12 City's existing plans
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A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

1 Letter of Understanding
2 Between City of Franklin and the
3 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
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7 In conjunction with the mutually negotiated language whereby Battalion Chiefs no longer select vacations
8 and holidays in the same process with bargaining unit members and in the context of the mutually
9 negotiated terms for a 2013-2015 Agreement, the City and Association agree as follows
10

11 1 Fire and Paramedic Lieutenants shall have equal status and fire command authority In the absence of
12 the Battalion Chief, the shift Lieutenants shall act in the capacity of Battalion Chief on a rotating basis with
13 equal opportunity to act as shift commander The Battalion Chief shall supervise and modify this rotation
14 as needed
15

16 2 Battalion Chiefs will not pick with Association members for Holidays, Vacations, or fill-ins, except
17 Battalion Chiefs have first choice on filling in for any Battalion Chief vacancy, which will be done in a
18 manner prescribed by the Chief at his/her discretion, and except, prior to an Association member being
19 mandated in, a Battalion Chief may elect to work in place of an Association member during such overtime
20 opportunity
21

22 3 All three Lieutenants on a shift (red, black, green) shall not be off at the same time (i.e. one lieutenant
23 shall be on duty at all times), except at the sole discretion of the Chief or his designee, which application
24 of the sole discretion shall not be interpreted as to create a past practice
25

26 4 Relative to members covered by this agreement, the ratio of straight time Overtime paid out to the total
27 paid overtime must remain at no more than 50.0% (rounded) when viewed over any continuous 6 month
28 (approximate based on payroll dates) period In the event the ratio exceeds 50.0%, the City can mandate
29 in the least senior, straight-time available individual (including FLSA and vacation and holiday cycle
30 considerations) until the ratio falls back under 50.0% The City will post the data and ratio following each
31 pay period if the ratio is exceeded Relative to vacation and holiday considerations, employees will not
32 be mandated on the day before and after a scheduled holiday and the four days leading up to scheduled
33 vacations and the four days after [Note. This mandate restriction for this circumstance is different than
34 the current mandate policy]
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1 Letter of Understanding
2 Between City of Franklin and the
3 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
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7 The Director of Administration agrees to participate during 2017 in a Labor/Management Committee to
8 investigate the benefits, drawbacks, costs, and comparable application of a new station alerting system and
9 policy
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14 Letter of Understanding
15 Between City of Franklin and the
16 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
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19 In the event that an employee does not pass the physical/check-up as periodically provided by and required
20 by the City and said employee disputes the results to the Chief, the Chief shall provide the employee, to
21 the extent that it is available as determined by the Chief, access to light duty for a period of up to two
22 weeks, in lieu of immediate placement upon sick leave. Such period provides an opportunity for the
23 employee to resolve the issue with their own doctor. After the two week period, the employee will be
24 placed on sick leave until the issue is resolved. The City reserves the right to require an Independent
25 Medical Examination if there is not resolution following the communication/coordination between the two
26 doctors. This MOU shall not establish or create a requirement that such policy is or shall be in the future
27 a mandatory or required subject of bargaining, nor shall it enhance its status in that regard

<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;">March 16, 2021</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;"><i>Orville Seymer v City of Franklin, Milwaukee County Circuit Court, Case No. 2020CV003506. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.12.</i></p>
<p>The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/16/2021
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of March 16, 2021.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda*
Alderman's Room
March 16, 2021 – 6:10 p.m.**

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

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2020-2021 New	Bautch, Bradley M. 851 E. Forest Hill Ave. Oak Creek, WI 53154 Country Lanes			
Operator 2020-2021 New	Cottman, Eric J. 2355 W. Birchwood Ave. Milwaukee, WI 53221 Walgreens #5459			
Operator 2020-2021 New	Lopez, Andrea M. 516 Menomonee Ave. South Milwaukee, WI 53172 Rock Snow Park			
Operator 2020-2021 New	Mendiola, Alberta E. 7700 S. 51 st St. #350 Franklin, WI 53132 Walgreens #5459			
Operator 2020-2021 New	Rodriguez, Eva N. 5028 W. Layton Ave. Greenfield, WI 53220 Rock Snow Park			
Operator 2020-2021 New	Scheffler, Ryan M. 730 N. Rochester St. #11 Mukwonago, WI 53149 Swiss Street Pub & Grill			
Operator 2020-2021 New	Teske, Jennifer E. 16150 W. Melody Dr. New Berlin, WI 53151 Irish Cottage			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Civic Celebration Fee Waivers: Operator's Licenses, Temporary Class B Beer & Wine License, Temporary Entertainment & Amusement License, Non-intoxicating Beverage License, and Park Permits. Date of Event: 7/2/21 - 7/4/21 Location: Franklin City Hall, Lions Legend Park 1			
		Time		
3.	Adjournment			

*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> <i>AK</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/16/2021
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
<p>Attached are vouchers dated March 2, 2021 through March 11, 2021 Nos. 182313 through Nos. 182456 in the amount of \$ 1,220,863.67. Also included in this listing are EFT's Nos. 4524 through Nos. 4532. Library vouchers totaling \$ 91.89, Tourism vouchers totaling \$ 4,042.95, Water Utility vouchers totaling \$ 94,444.94 and Property Tax refunds totaling \$ 6,104.18. Voided checks in the amount of (\$ 636.03) are separately listed.</p> <p>Early release disbursements dated March 2, 2021 through March 10, 2021 in the amount of \$ 454,875.88 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.</p> <p>The net payroll dated March 12, 2021 is \$ 392,772.24, previously estimated at \$ 398,000. Payroll deductions dated March 12, 2021 are \$ 220,096.77 previously estimated at \$ 269,000.</p> <p>The estimated payroll for March 26, 2021 is \$ 395,000 with estimated deductions and matching payments of \$ 431,000.</p> <p>Attached is a list of property tax disbursements EFT's Nos. 368 through Nos. 369 dated February 27, 2021 through March 11, 2021 in the amount of \$ 5,861.85. These payments have been released as authorized under Resolution 2013-6920.</p> <p>The Library Board has not approved March 2021 vouchers for payment as of this writing. Approval of the Library vouchers will be considered at the March 22, 2021 meeting. Upon their approval, request is made to authorize the release of these payments not to exceed \$ 25,000.00.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion approving the following:</p> <ul style="list-style-type: none"> • City vouchers with an ending date of March 11, 2021 in the amount of \$ 1,220,863.67 and • Payroll dated March 12, 2021 in the amount of \$ 392,772.24 and payments of the various payroll deductions in the amount of \$ 220,096.77 plus City matching payments and • Estimated payroll dated March 26, 2021 in the amount of \$ 395,000 and payments of the various payroll deductions in the amount of \$ 431,000, plus City matching and • Property Tax disbursements with an ending date of March 11, 2021 in the amount of \$ 5,861.85 and • Approval to release Library vouchers not to exceed \$ 25,000.00. <p>ROLL CALL VOTE NEEDED</p>		