

**CITY OF FRANKLIN  
PARKS COMMISSION REGULAR MEETING**

**MONDAY, MARCH 8, 2021 – 6:30 P.M.  
FRANKLIN CITY HALL – HEARING ROOM  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN 53132**

**AGENDA**

**I. CALL TO ORDER AND ROLL CALL**

**II. CITIZEN COMMENT PERIOD**

**III. APPROVAL OF MINUTES**

A. Regular Meeting Minutes of February 8, 2021

**IV. UNFINISHED BUSINESS**

A. Update on parks maintenance.

B. Status of park rules signage for Kayla's Playground located at 3723 West Puetz Road.

C. Status of Parkland Acquisition Study contract with Vandewalle and Associates.

D. Proposal by Shelley Tessmer to develop a dog park on property located immediately west of 6855 South 27th Street (Tax Key No. 738-9974-005). The Parks Commission may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential acquisition of property to be used for public dog park purposes in the City, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

E. Ways to recognize the service of previous Parks Commission Chair, Tony Megna.

F. Uniform signage for all parks.

G. Proposal to appoint a sub-committee to explore 2021 City of Franklin holiday decorating.

H. COVID safety information for events in a City of Franklin park.

I. Update on the aeration and lighting at Ernie Lake (8000 South Chapel Hill Drive).

J. Report on City of Franklin tennis courts surface condition.

**V. NEW BUSINESS**

A. National Fitness Campaign grant funding to turn a public park into an outdoor fitness court.

**VI. NEXT MEETING DATE**

**VII. 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.

Notice is given that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, please contact the Franklin City Clerk's office at (414) 425-7500.

**CITY OF FRANKLIN**  
**PARKS COMMISSION MEETING MINUTES**  
**February 8, 2021**

unapproved

**CALL TO ORDER**

- I. Chair Joseph Musolf called the February 8, 2021 Parks Commission meeting to order at 6:40 p.m. in the Hearing Room located at 9229 W. Loomis Road, Franklin, Wisconsin.

Present were Chair Joseph Musolf, Vice Chair Michael Wrench, Alderwoman Shari Hanneman and Commissioners Mary Remington, David Bartels and Janice Coenen and Ex-Officio member Michelle Runte. Also present were Associate Planner Marion Ecks, Department of Public Works Kevin Schlueter and Dale Borchardt, Alderman Dan Mayer and Alderwoman Kristen Wilhelm and City Engineer Glen Morrow.

**CITIZEN COMMENT PERIOD**

- II. The citizen comment period opened at 6:42 p.m. and closed at 6:49. 2 citizens were present.

**APPROVAL OF MINUTES**

Regular meeting minutes of January 11, 2021.

- III. Commissioner Bartels moved and Alderwoman Hanneman seconded to approve the minutes of the regular Parks Commission meeting held January 11, 2021. On voice vote, all voted 'aye'. Motion carried (6-0-0).

**UNFINISHED BUSINESS:**

Update on parks maintenance.

- IV.
  - A. Department of Public Works, Dale Borchardt, reported they are trying to keep snow cleared and continually checking on Pleasant View Park. No action taken.

Status of park rules signage for Kayla's Playground located at 3723 West Puetz Road.

- IV.
  - B. No update. Still waiting for delivery. No action taken.

Status of Parkland Acquisition Study contract with Vandewalle and Associates.

- IV.
  - C. Vandewalle & Associates will be collecting Park Commission ideas at the March 24, 2021 meeting. Associate Planner Ecks will check if they can provide any information in advance. Meanwhile, they will be working on coordinating park plans with impact fees that need to be spent. They will also be providing a tool to assess the amount we have to spend and when. No action taken.

Proposal by Shelley Tessmer to develop a dog park on property located immediately west of 6855 South 27th Street (Tax Key No. 738-9974-005). The Parks Commission may enter closed session pursuant to Wis. Stat. §

- IV.
  - D. Alderwoman Hanneman moved and Commissioner Bartels seconded a motion to enter into closed session. On voice vote, all voted 'aye'. Motion carried (6-0-0). The meeting closed at 7:13 p.m..

Commissioner Remington moved and Alderwoman Hanneman seconded a motion to reenter into open session.

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

On voice vote, all voted 'aye'. Motion carried (6-0-0). The meeting opened at 7:38 p.m..

Alderman Hanneman moved and Commissioner Bartels seconded a motion to return the subject matter to Common Council to see if they have interest in spending up to \$10K to determine the viability of the Franklin superfund site for a dog park. City Engineer Morrow will create a Council action sheet. On voice vote, all voted 'aye'. Motion carried (6-0-0).

Ways to recognize the service of previous Parks Commission Chair, Tony Megna.

**E.** Commissioner Bartels moved and Commissioner Coenen seconded a motion to request \$2,000 for a bench and all materials for installation from the Common Council in honor of Tony Megna. Commissioner Remington is checking on cost of 2 choices. On voice vote, all voted 'aye'. Motion carried (6-0-0).

Uniform signage for all parks.

**F.** Ex-Officio Runte, Associate Planner Ecks and DPW Schlueter to decide on signage and price for all parks and bring back to the March 24, 2021 meeting. No action taken.

Proposal to appoint a sub-committee to explore 2021 City of Franklin holiday decorating.

**G.** Alderman Hanneman reported that the volunteer for holiday decoration will form 501(c)(3) and report back. No action taken.

COVID safety information for events in a City of Franklin park.

**H.** Associate Planner Ecks reported on COVID safety requirements for events in City of Franklin parks and will invite Director of Health and Human Services, Courtney Day, to explain at the March 24, 2021 meeting. No action taken.

Update on the aeration and lighting at Ernie Lake (8000 South Chapel Hill Drive).

**I.** City Engineer Glen Morrow and staff are working on aeration update at Ernie Lake and taking it to Common Council for their approval. Project is expected to be done in late spring and budgeted for \$15,000. No action taken.

#### **NEW BUSINESS**

Franklin Community Education and Recreation Department request to reserve the pickleball courts, at Lions Legend II Park, on Monday through Thursday evenings (5:00 p.m. to 8:00 p.m.) and Saturday mornings (9:00 a.m. to 11:30 a.m.) for pickleball play for spring and summer 2021 programs, April 19, 2021 through August 21, 2021.

**V.**  
**A.** Alderman Hanneman moved and Commissioner Coenen seconded a motion to approve, with conditions of approval by the Health Department, the Franklin Community Education and Recreation Department request to reserve the pickleball courts, at Lions Legend II Park, on Monday through Thursday evenings (5:00 p.m. to 8:00 p.m.) and Saturday mornings (9:00 a.m. to 11:30 a.m.) for pickleball play for spring and summer 2021 programs, April 19, 2021 through August 21, 2021 Health Department. On voice vote, all voted 'aye'. Motion carried (6-0-0).

Report on City of Franklin tennis courts surface condition.

- B. Tennis court repair cost is approximately \$91K to \$183K. The bridge at Jack Workman park will be removed but the culvert will not be allowed. No action taken.

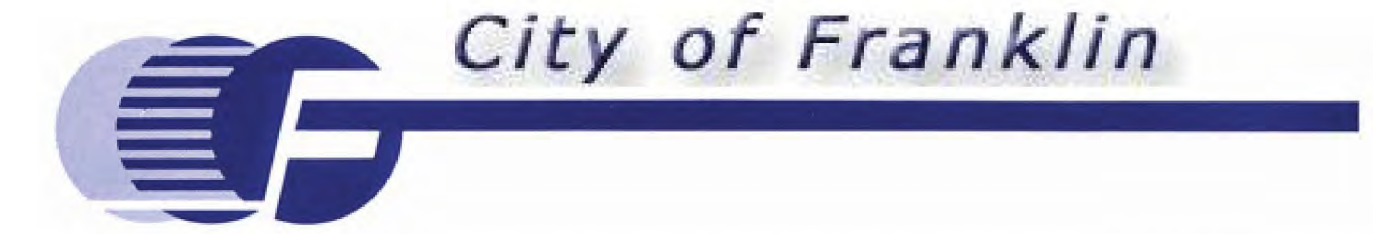
**NEXT MEETING**

- VI **March 24, 2021.**

**ADJOURNMENT**

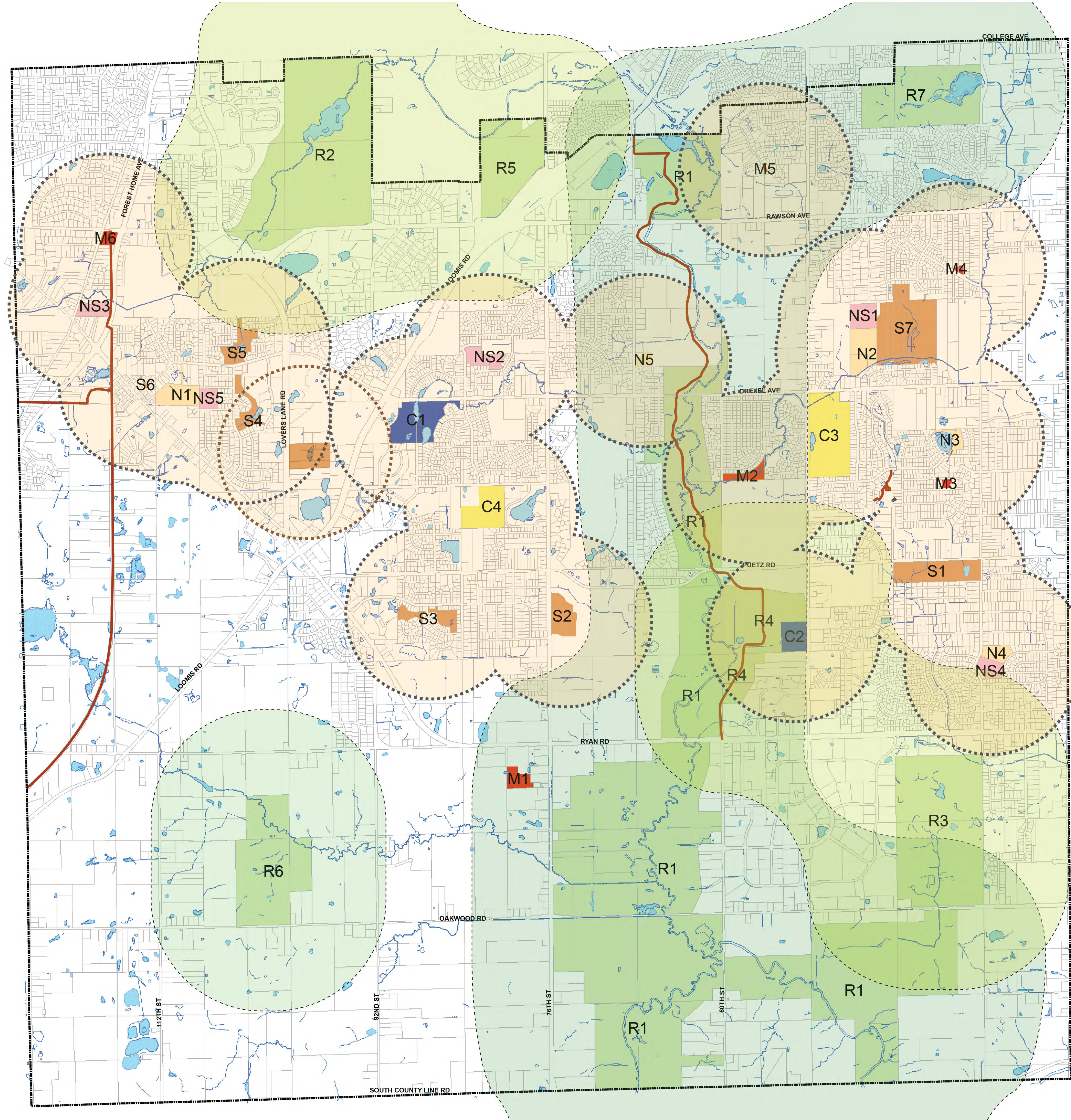
- VII. Commissioner Coenen moved and Alderwoman Hanneman seconded to adjourn the Parks Commission meeting of February 8, 2021 at 9:05 p.m.. On voice vote all voted 'aye'. Motion carried (6-0-0).

DRAFT



# COMPREHENSIVE OUTDOOR RECREATION PLAN

## MAP 4.1 EXISTING PUBLIC OUTDOOR RECREATION SITES: 2010



### Legend

- City Boundary
- Water
- Existing Trails

### EXISTING PUBLIC PARK SITES

#### REGIONAL AND MULTI-COMMUNITY PARKS

- R1 Root River Parkway
- R2 Whitnall Park
- R3 Oakwood Park and Golf Course
- R4 Milwaukee Co Sports Park
- R5 Crystal Ridge
- R6 Franklin Park
- R7 Grobschmidt Park

#### COMMUNITY PARKS (at Park Sites):

- C1 Lion's Legend Park
- C2 Froemming Park

#### COMMUNITY PLAYFIELDS (at MS or HS Sites):

- C3 Franklin High School
- C4 Forest Park Middle School

#### NEIGHBORHOOD PARKS (at Park Sites):

- N1 St Martins (Robinwood)
- N2 Pleasant View
- N3 Jack Workman Park
- N4 Southwood Glen
- N5 Christine Rathke Memorial Park

#### NEIGHBORHOOD PLAYGROUNDS (at ES Sites):

- NS1 Pleasant View Elementary
- NS2 Ben Franklin Elementary
- NS3 Country Dale Elementary
- NS4 Southwood Glen Elementary
- NS5 Robinwood Elementary School

#### MINI PARKS (at Park Sites):

- M1 Lion's Baseball Field
- M2 Cascade Creek Park
- M3 Friendship Park
- M4 Glenn Meadows Park
- M5 Dr Lynette Fox Memorial Park
- M6 Ken Windl Park

#### SPECIAL PARKS:

- S1 Franklin Woods Nature Center
- S2 Franklin Little League Complex
- S3 Meadowlands Park
- S4 Ernie Lake Park
- S5 Mission Hills Neighborhood Wetlands
- S6 Market Square
- S7 Victory Creek Park

- 1/2 Mile Radius
- Regional & Multi-Community Parks**
- 1/2 Mile Buffer - Active Recreation
- 1/2 Mile Buffer - Passive Recreation

# Future Land Use Map 2025

Map 5.7

## Legend

### Future Land Use

-  Areas of Natural Resource Features
-  Business Park
-  Commercial
-  Communication and Utilities
-  Industrial
-  Institutional
-  Landfill
-  Light Manufacturing
-  Mixed Use
-  Office
-  Recreational
-  Residential
-  Residential - Multi-Family
-  Transportation
-  Water
-  Future Roads (SW Plan)
-  Existing Trail
-  Proposed Trail
-  Milwaukee County Parkway

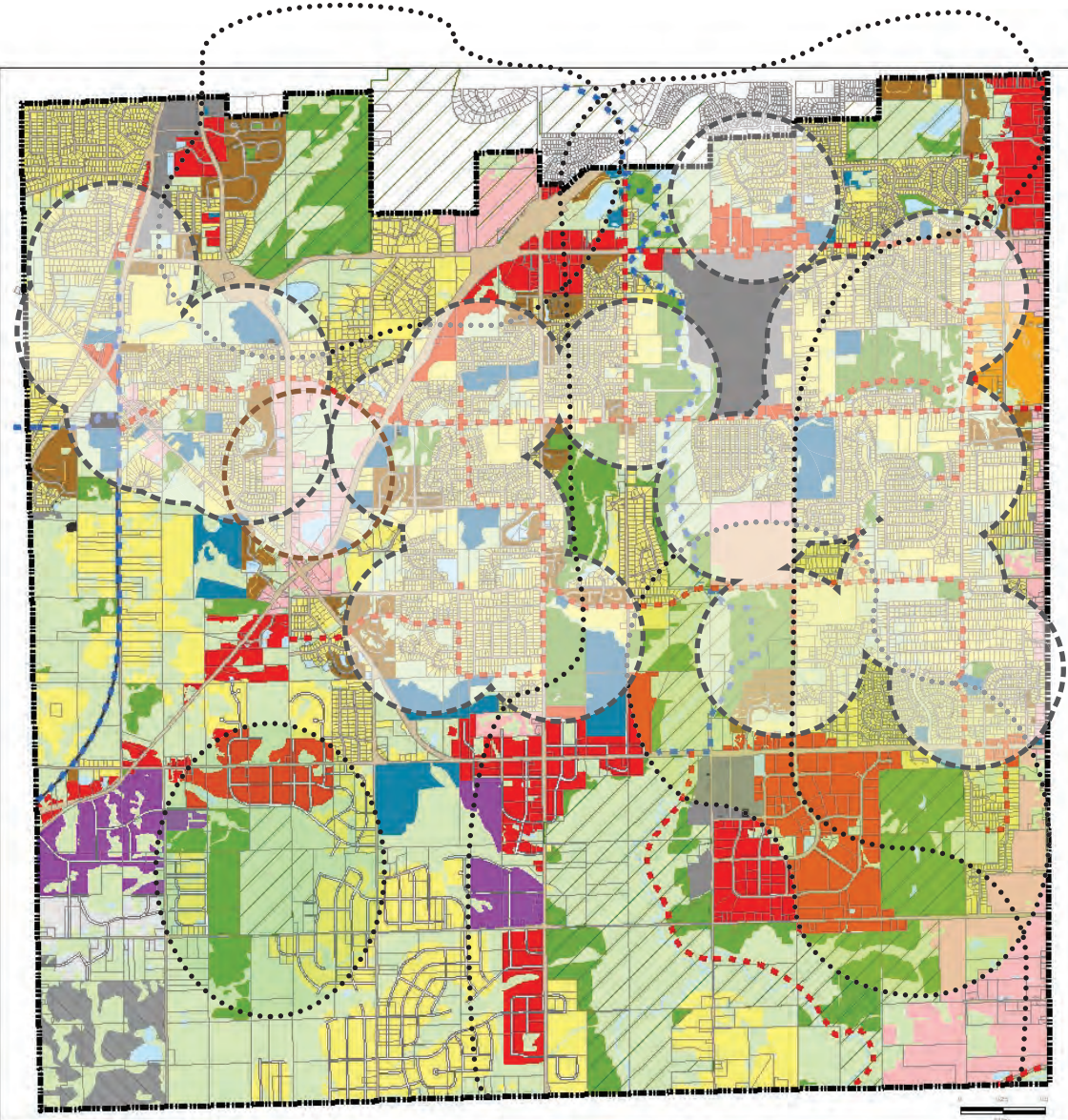
**Notes:**

The changes on this map reflect hand notes provided by Planning to GIS on 8/26/09. The changes were made to a copy of the 2005 District Land Use Map.

This study area has been identified as a Potential Development Area. However, this anticipated that any development/redevelopment of this area will occur only after an action plan or action activities are undertaken to occur after the Board of Directors. Such development/redevelopment is to occur in accord with such provisions as set forth in Ordinance No. 07-1496 as may be amended.

**Disclaimer:**

The information depicted on this map was compiled from a variety of sources, including photogrammetric means. This map is not intended for use as a legal document and official map documents, including certified survey maps, plat of surveys, flood insurance studies, or other digital documents, should be consulted when planning, block values on a site or property or other precise accuracy is required.



 1/2 Mile Radius

 1/2 Mile Buffer-Regional & Multi-Community Parks

- A basis for relating recreational needs to spatial analysis within a community-wide system of parks and open space areas.
- One of the major structuring elements that can be used to guide and assist development.
- A means to justify the need for parks and open space within the overall land use pattern of the community.

National Recreation and Park Association standards were generally used in the preparation of the City of Franklin's earlier 1994 *Comprehensive Outdoor Recreation Plan* prepared by Landscape Architects Inc. of Milwaukee, Wisconsin.

*The public outdoor recreation development guidelines and standards of the City of Franklin's Comprehensive Outdoor Recreation Plan represent minimum requirements. These requirements can be exceeded, when in the public interest, to assure quality public outdoor recreation development.*

## DEFINITIONS

### General Planning Terminology

Planning-related terms (*i.e., principle, goal, objective, standard, plan, and program*) have been known to be subject to a range of interpretations. In order to clarify their meanings, as they are used within the context of the City of Franklin's Comprehensive Outdoor Recreation Plan, these terms are defined as follows (and are listed in order from general to specific):

- Principle: A fundamental, generally accepted tenet used to support goals, objectives, and policies, and to prepare standards, plans, and programs.
- Goal: A broad statement or condition intended to be maintained or achieved.
- Objective: A statement or action to be taken toward the attainment of a goal or principle.
- Standard: A criterion used as a basis of comparison to determine the adequacy of plan proposals to attain objectives.



- Plan: A design which seeks to achieve agreed-upon principles, goals and objectives.
- Program: A coordinated series of policies and actions to carry out a plan.

Although the City of Franklin's Comprehensive Outdoor Recreation Plan update deals with only the first four of these terms, an understanding of their interrelationship and the concepts they represent is essential in order to better understand the Comprehensive Outdoor Recreation Plan update.

### Recreation-Related Definitions

Broadly defined, *recreation* is an activity or experience undertaken solely for the pleasure or satisfaction derived from it. Recreation can be experienced indoors or outdoors. It encompasses a broad range of human activities, ranging from rest and reflection to learning and teaching, from development of personal and social skills to meeting challenges and recovering from failures. Recreation is fun and enjoyment and includes both mental and physical exercise, personal and interpersonal experience, and self-provided and socially-observed entertainment. Although recreational preferences may vary from individual to individual, recreation occupies a necessary and significant place in every person's life.

Outdoor recreation, which is commonly viewed in a narrower framework, includes only those types of user oriented recreational activities typically carried on outdoors.

Open space is defined as open land and water areas that possess certain features that warrant consideration for permanent preservation in an essentially open, undeveloped state for resource conservation and recreational purposes. Open space consists of major woodlands, wetlands, and wildlife habitat areas, lakes and streams, associated shorelands and floodlands, major areas covered by organic soils, major groundwater recharge and discharge areas, areas of scenic topography, areas having scientific or cultural value, and certain agricultural lands.

Parks are defined as land and water areas whose primary function is to provide space and facilities for use, either intensively or extensively, for active and passive outdoor recreational activities. For purposes of this Plan, publicly-owned parks (County, City, and School District) were grouped into seven categories as set forth below.

Diversity in recreation areas necessitates that persons involved in recreation and park planning share a common language. The following are the terms used to describe the various recreational facilities found in the City of Franklin (*i.e.*, *recreational areas typically associated with the City of Franklin, Franklin School District, or Milwaukee County sites and/or facilities*).

- Regional and Multi-Community Level Public Outdoor Recreation Land. Regional and Multi-Community level public outdoor recreation land is an outdoor recreation site serving several communities and generally containing more open space and natural resource oriented areas than typical "Community Level Public Outdoor Recreation Land" as described below. Active recreational facilities located in such areas can include, but not necessarily be limited to, camping, picnicking, swimming, golf, and skiing, . Such Regional recreational land typically serves an area with a radius of about 10 miles, and Multi-Community recreational land typically serves an urban area with a radius of about four miles (in urban areas) and 10 miles (in rural areas), and provides sufficient useable land area per capita to meet the standards set forth in this Chapter. The size of such Regional areas is typically greater than 250 acres in area, and for Multi-Community areas is typically greater than 100 acres. Typically, "Regional and Multi-Community Level Public Outdoor Recreation Land" is associated with a public park site.
  
- Community Level Public Outdoor Recreation Land: Community level public outdoor recreation land is an outdoor recreation site serving several neighborhoods and generally containing more open space and natural resource oriented areas than typical "Neighborhood Level Public Outdoor Recreation Land" as described below. Active recreational facilities located in such areas can include, but not necessarily be limited to, baseball, softball, tennis, basketball, playground or playfield (which may be associated with a junior or high school), picnicking, swimming, recreational and hiking trails, shelter houses, tennis courts, toilets, nature study areas, bandstands, winter-related facilities, passive activity areas, etc. Such recreational land typically serves an urban area with a radius of about two (2) miles and provides sufficient useable land area per capita to meet the standards set forth in this Chapter. The size of such areas typically ranges from twenty-five (25) to ninety-nine (99) acres in area. Typically, "Community Level Public Outdoor Recreation Land" is associated with a public park site and/or junior and high school sites. The "Community Playfield" described below is a type of Community Level Public Outdoor Recreation Land" which is smaller than twenty-five (25) acres.
  
- Community Playfields: The Community Playfield provides active recreation space for children and adults. These areas frequently include lighted ball fields and athletic fields and are the sites of organized recreational activities. Because of the acreage demands of such activities,

playfields are generally between ten (10) and twenty (20) acres in size, with twelve (12) acres as a desirable minimum. Playfields have a tendency to be used by adults throughout the community and from outlying areas as well.

- Neighborhood Level Public Outdoor Recreation Land: Neighborhood level public outdoor recreation land is an outdoor recreation site serving a single neighborhood and generally containing less open space and natural resource oriented areas than typical "Community Level Public Outdoor Recreation Land" described above. Active recreational facilities located in such areas can include, but not necessarily be limited to, baseball, softball, tennis, basketball, playground or playfield (which may be associated with an elementary school), picnicking, ice skating area, recreational trails, walkways, benches, landscaping, playlot for young children, and passive activity areas, etc. Such recreational land typically serves an urban area with a radius of from about one-half (0.5) to one (1) mile and provides sufficient useable land area per capita to meet the standards set forth in this Chapter. The size of such areas is typically between five (5) and twenty-five (25) acres in area. Access to these recreation areas should be safe and easy, avoiding major thoroughfares and other obstacles. Typically, "Neighborhood Level Public Outdoor Recreation Land" is associated with public parks and/or elementary school sites in the form of a "Neighborhood Playground" (as described below).
- Neighborhood Playground: Neighborhood playgrounds serve approximately the same geographic areas as do neighborhood parks and provide elementary school age children with playground and playfield equipment. Frequently these playgrounds are associated with a public elementary school or a neighborhood park. When associated with the latter, residents are afforded both passive and active outdoor opportunities. These areas generally accommodate ball fields, basketball backboards, open play fields, skating rinks in the winter, playground equipment, and tennis courts. The desirable minimum acreage for a neighborhood playground is eight (8) acres.
- Mini Level Public Outdoor Recreation Land (Playlots and Totlots): Mini park level public outdoor recreation land (i.e., playlots or totlots) are frequently found in high density areas of neighborhoods. They typically substitute for the backyard as an area of supervision and play for small children and are typically less than five (5) acres in area. Playlots are typically within short walking distances of home, generally no longer than 1/8 mile. These areas can and should be equipped with safe and creative play devices.

- Specialized Recreational Areas: For City of Franklin outdoor recreation planning purposes, these are areas which contain high quality natural resource features, are limited in active recreational value, are limited as to who desires to use them, or are undeveloped for recreation. Examples of these specialized recreational areas include conservancy areas, floodplains, woodland areas, historic sites, cultural sites, archeological sites, wildlife viewing, etc. These areas perform important functions and should be considered as part of the City of Franklin's outdoor recreation system. They vary in size and service area.

The following terms are also used in the City of Franklin's Comprehensive Outdoor Recreation Plan:

- Trail: A multi-purpose path typically serving non-motorized transportation uses such as; walking, running, hiking, biking, snowshoeing and cross-country skiing. A trail is often physically separated (sometimes on a separate right-of-way) from motor vehicle traffic by open space or a barrier.
- Service Area: The reasonable area which a public outdoor recreation site or facility serves as set forth in the standards of this Plan.<sup>1</sup>
- Public Outdoor Recreation Facility Need: The need for a public outdoor recreation facility as determined by the application of the various public outdoor recreation standards set forth in this Chapter as well as the anticipated City of Franklin growth anticipated during the planning period (to the year 2025) as described in Chapter 2.
- Passive Recreation Site: A park primarily designed for picnicking, walking/hiking, and other non-organized recreation interests. This type of facility often emphasizes natural settings and de-emphasizes active recreation areas.
- Active Recreation Site: A park designed primarily to provide active recreation for one or more age groups. This type of park may have, as primary features, playfields, playground apparatus, ballfields, ball courts, or a combination thereof.

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<sup>1</sup>It is important to note that while this Plan depicts service area radii as perfect circles centered on a subject park, in actuality, the area served is typically not a uniform area. The actual size of a service area can vary due to a number of factors, such as: the presence or absence of roads, traffic signals and obstructions; the degree of connectivity; land development patterns; etc.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE March 2, 2021
Reports & Recommendations	<p align="center"><b>PROPOSAL TO DEVELOP A DOG PARK ON PROPERTY LOCATED IMMEDIATELY WEST OF 6855 SOUTH 27TH STREET (TAX KEY NO. 738-9974-005) AND AGREEMENT WITH THE SIGMA GROUP, INC. FOR ENVIRONMENTAL CONSULTING SERVICES FOR A NOT TO EXCEED FEE OF \$6,600</b></p> <p align="center"><b>THE COMMON COUNCIL MAY ENTER CLOSED SESSION PURSUANT TO WIS. STAT. § 19.85(1)(E), FOR MARKET COMPETITION AND BARGAINING REASONS, TO CONSIDER THE POTENTIAL ACQUISITION OF PROPERTY TO BE USED FOR PUBLIC DOG PARK PURPOSES IN THE CITY, AND TO REENTER OPEN SESSION AT THE SAME PLACE THEREAFTER TO ACT ON SUCH MATTERS DISCUSSED THEREIN AS IT DEEMS APPROPRIATE.</b></p>	ITEM NO.  <i>G.17.</i>

### BACKGROUND

At the September 15, 2020, meeting of the Common Council, the Council reviewed a request by Ms. Shelley Tessmer, a District 3 business owner, to explore the possibility of a dog park on the property bearing Tax key: 738 9974 005 (See attached map). At their September 14, 2020, meeting, the Parks Commission had previously made a motion to recommend that Common Council investigate the concept of a dog park as a possible use for land on S. 27th Street. This item was forwarded to Common Council at the request of the Alderman of the District.

The Common Council moved to direct the City Attorney to look into lease options for a public dog park and report back to the Parks Commission. The dog park concept has, since that time, been under review by the Parks Commission.

As part of the review, concerns regarding the viability of the site have been raised. This property, referred to by US Environmental Protection Agency (EPA) as the "Fadrowski Drum Disposal Site," was listed as a Superfund Site, due to past contamination. It was removed from the Superfund list in 2005 (FADROWSKI drum disposal site profile. (2017, October 20). As noted on February 09, 2021, from

<https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.cleanup&id=0505178>) the site was designated as "Site Ready for Reuse and Redevelopment" on February 22, 2008. There are a clay cap and monitoring wells in place on the site.

As a result of these concerns, at their February 8, 2021, meeting, the Parks Commission made a motion to return the subject to the Common Council to determine whether or not to spend up to \$10,000 for a consultant to determine the viability of the Franklin Superfund Site to be repurposed as a dog park. Staff has asked Sigma Group, Inc to provide a proposal for these services. Sigma is a qualified environmental consultant who has worked with the City on previous projects. The enclosed agreement is an hourly contract with a not-to exceed budget of \$6,600. The scope of the project will be a document review and report summarizing site conditions, data gaps, recommended additional work, and preliminary site development risks based on available information.

Ms. Tessmer has also provided a letter with additional information for the Common Council to consider that is included in the Letters and Petitions for this Common Council meeting. It contains discussion of her business plan for the dog park and other relevant research regarding this property and examples of

municipal dog parks This information should be considered by Common Council in conjunction with risks that may/may not be warranted by the nature of the environmental conditions.

In total, the information would have great impact on negotiations with the current owner of the parcel in a lease or purchase offer

#### **FISCAL NOTE**

This item is not included in the 2021 adopted budget. If desired, funding is available in the General Fund Contingency or in Fund 46 – Capital Improvement Contingency

#### **SUGGESTED MOTION(S)**

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

And/or,

A motion to enter an agreement with The Sigma Group, Inc. for Environmental Consulting Services for a not to exceed fee of \$6,600 with funding provided by the [General Fund Contingency OR Capital Improvement Contingency].

And/or,

Such motion as the Common Council deems appropriate.

## A G R E E M E N T

This AGREEMENT, made and entered into this 19<sup>th</sup> day of February, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and The Sigma Group, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 1300 W. Canal Street, Milwaukee, Wisconsin 53233.

## W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Environmental Consulting Services.

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

### I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for Environmental Document Review, as described in CONTRACTOR's proposal to CLIENT dated February 19, 2021, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

## II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$ 6,600 ], subject to the terms detailed below:

- A CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B Total price will not exceed budget of \$ 6,600 . For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

## III. MODIFICATION AND ADDITIONAL SERVICES

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

## IV. ASSISTANCE AND CONTROL

- A \_\_\_\_\_ will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C CONTRACTOR will appoint, subject to the approval of CLIENT, \_\_\_\_\_ CONTRACTOR's Project Manager and other key



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

**V. TERMINATION**

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

**VI. INSURANCE**

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

A. Limit of General/Commercial Liability	\$2,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$5,000,000
D. Worker’s Compensation and Employers’ Liability	\$500,000
E. Professional Liability	\$2,000,000

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

**VII. INDEMNIFICATION AND ALLOCATION OF RISK**

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

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

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

### **VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of \_\_\_\_\_.

### **IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees

### **X. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

### **XI. MISCELLANEOUS PROVISIONS**

- A Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local
- C Conflict of Interest CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to

continue to perform work under this Agreement.

D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

**XII. CONTROLLING TERMS AND PROVISIONS**

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto

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

**CITY OF FRANKLIN, WISCONSIN**

**THE SIGMA GROUP, INC.**

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Stephen R. Olson

PRINT NAME David F. Scherzer

TITLE Mayor

TITLE Chief Executive Officer

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Paul Rotzenberg

TITLE Director of Finance and Treasurer

DATE \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME Sandra L. Wesolowski

TITLE City Clerk

DATE \_\_\_\_\_

Approved as to form

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

DATE \_\_\_\_\_



[www.thesigmagroup.com](http://www.thesigmagroup.com)  
1300 West Canal Street  
Milwaukee WI 53233  
414 643 4200  
Fax 414 643 4210

February 19, 2021

Project #19840

Glen E. Morrow, PE  
City Engineer / Director of Public Works / Utility Manager  
City of Franklin  
9229 W. Loomis Rd.  
Franklin, WI 53132

**RE.: File Review and Site Conditions Evaluation  
Fadowski Drum Disposal Site  
6801 S. 27<sup>th</sup> Street, Franklin, Wisconsin**

Dear Mr. Morrow:

Thank you for the opportunity to provide environmental services for the proposed development of the former superfund drum disposal site (Fadowski Drum Site) in Franklin, Wisconsin. The Sigma Group, Inc. (Sigma) is pleased to present this proposal to review the environmental related documents, evaluate the available site remediation and monitoring data, identify data gap, and evaluate risks associated with site development.

Sigma has extensive experience working with EPA Superfund investigation and remediation projects, landfill assessment, development, and monitoring projects. We propose our services to help you navigate through an initial assessment of site conditions, identification of potential environmental risks associated with the proposed development, and assistance with the various regulatory processes and requirements for site development, and to provide oversight services during development activities.

#### **PROPOSED SCOPE OF WORK**

Sigma will review the available site related documents the City of Franklin has provided and critical environmental investigation and remediation documents available through the WDNR and EPA web sites. As part of the file review, we will make attempts to locate other critical documents such as, past cleanup related documents generated for the site or the latest groundwater monitoring data which will be needed to identify any data gap and better assess the site risks.

Following the document review we will prepare a report summarizing site conditions, data gaps, recommend additional work, (if necessary, to fill the data gaps), and provide preliminary site development risks based on the available information.

The estimated level of effort to review the available documents and prepare a report is \$6,600. Additional efforts to attend meeting with the regulators and the City will be billed on a time and materials basis.

City of Franklin  
File Review - Fadrowski Drum Site  
February 19, 2021  
Page 2

Sigma can initiate and complete the document reviews between three and four weeks and prepare the report in two weeks pending authorization to proceed and availability of the documents. We have attached Service Agreement for your review and execution to authorize Sigma to initiate the review work.

Again, we thank you for the opportunity to provide environmental services for this important project. Please feel free to contact us if you have any questions or would like to discuss the proposed activities.

Sincerely,

**THE SIGMA GROUP, INC.**



Mafizul Islam, P.E.  
Senior Engineer



Kristin Kurzka, P.E., P.G.  
Geoscience Manager

/attachment

Shelley Tessmer  
6809 South 27<sup>th</sup> Street  
Franklin, WI 53132  
262-352-8676

February 9, 2021

RE: Dog Park Location is Superfund Site Using a Hazardous Reuse Grant

City of Franklin  
Common Council Board Members  
9229 West Loomis Road  
Franklin, WI 53132  
414-425-7500

Dear Common Council Board Members,

After attending the Park Commission meeting, I am writing to you to update you on the progress of my idea for the City of Franklin's first Dog Park to be located at this site because I have recently found a grant to fund the reuse and development of this site as well as this site meets the exact criteria of an existing Dog Park in Carmel, Indiana. Our city engineer's opinion is to spend tax payers' dollars on an assessment to assure the board there is no risk or liability for this site. Currently, the WI DNR and EPA are liable for ALL risk at this site because their approval with their Consent Order from 2005 for this site is documented and these government agencies have approved this site to be Reuse as Green Space.

My correspondence with the WI DNR is that they want specific information or a drawing to show them where the bathroom, shelter would be placed within the 11.45 acres. The WI DNR want to know where the large and small dog runs would be placed within the 11.45 acres. They want to know where an additional parking lot would go within the 11.45 acres, in order for them to give the City of Franklin accurate recommendations for the Dog Park. If the City of Franklin does not have the funds in their budget for this assessment, I would ask that the council members would allow me to see if I can obtain the funds for the assessment through a grant or by fundraising for the project.

**This site meets the Federal requirements for the Hazardous waste grant. In order to be eligible, the following information is required:**

An eligible site must meet the federal definition of an eligible brownfield, which is "...real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant." Brownfield sites include all "real property," including residential, as well as commercial and industrial properties.

There are a number of types of sites that are not eligible for funding without a property-specific determination, and other types of sites that are never eligible for funding or a property-specific determination. For further information on each of these types of sites, read [EPA's Frequently Asked](#)

[Questions for FY12 Proposal Guidelines \[PDF exit DNR\]](#) and Appendix 3 in [EPA's Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup Grants \[PDF exit DNR\]](#).

## ELIGIBLE APPLICANTS

### GRANTS

The following entities are eligible to apply for ready for reuse grants:

- general purpose unit of local government, including the following:
  - county, city, town, or village;
  - redevelopment authority under s. 66.1333, Wis. Stats.;
  - community development authority under s. 66.1335, Wis. Stats.;
  - housing authority under s. 66.1201, Wis. Stats.; and
  - any local public authority (including any public and Indian housing agency under the United States Housing Act of 1937), school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under State law), any other regional or interstate government entity, or any agency or instrumentality of a local government.
- tribe, or other eligible tribal entity under [40 CFR 31.3 \[exit DNR\]](#); and
- nonprofit organizations. (For the purposes of the brownfields grant program, the term "nonprofit organization" means any corporation, trust, association, cooperative, or other organization that is operated mainly for scientific, educational, service, charitable, or similar purpose in the public interest; is not organized primarily for profit; and uses net proceeds to maintain, improve, or expand the operation of the organization. Nonprofit organizations exempt from taxation under Section 501(c)(4) of the Internal Revenue Code that lobby are not eligible for EPA grant funding.)

### LOANS

Only a "municipality," as defined in s. 67.01(5), Wis. Stats., may apply for a ready for reuse loan.

- general purpose unit of local government, including the following:
  - county, city, town or village;
  - redevelopment authority under s. 66.1333, Wis. Stats.;
  - community development authority under s. 66.1335, Wis. Stats.;
  - housing authority under s. 66.1201, Wis. Stats.; and
  - any local public authority (including any public and Indian housing agency under the United States Housing Act of 1937), school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.
- tribe, or other eligible tribal entity under [40 CFR 31.3 \[exit DNR\]](#); and
- [nonprofit organizations. \(For the purposes of the brownfields grant program, the term "nonprofit organization" means any corporation, trust, association, cooperative, or other organization that is operated mainly for scientific, educational, service, charitable or similar purpose in the public interest; is not organized primarily for profit; and uses net proceeds to maintain, improve or expand the operation of the organization. Nonprofit organizations exempt from taxation under Section 501\(c\)\(4\) of the Internal Revenue Code that lobby are not eligible for EPA grant funding.\)](#)

Data will be collected from the City of Franklin's Health Department to see if the existing brownfield that was changed into the green space of the ROC has had any cases of poor health conditions from the 600 baseball teams who have had hundreds of players sliding into the EPA cap dirt, or if any resident have had a poor health condition from sitting on the EPA cap grass while listening to music at the Umbrella bar. Also, I will

collect more data from other municipalities Health Departments that have converted brownfields into green spaces to see if there are any cases of residents or their dogs who have suffered a health condition from visiting their park within Southeast Wisconsin.

**This site meets the valuable criteria that the existing Dog Park has in Carmel IN which are in the following:**

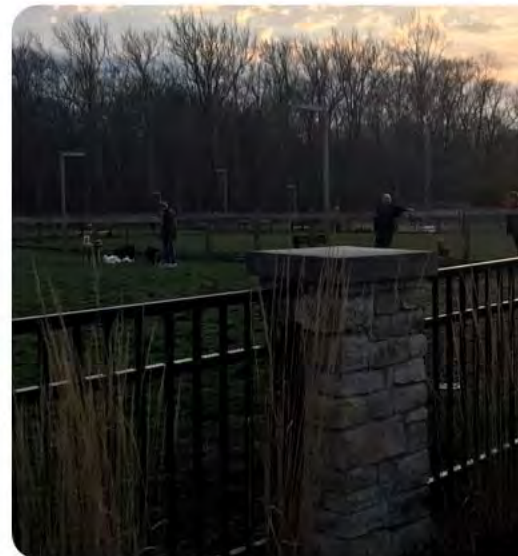
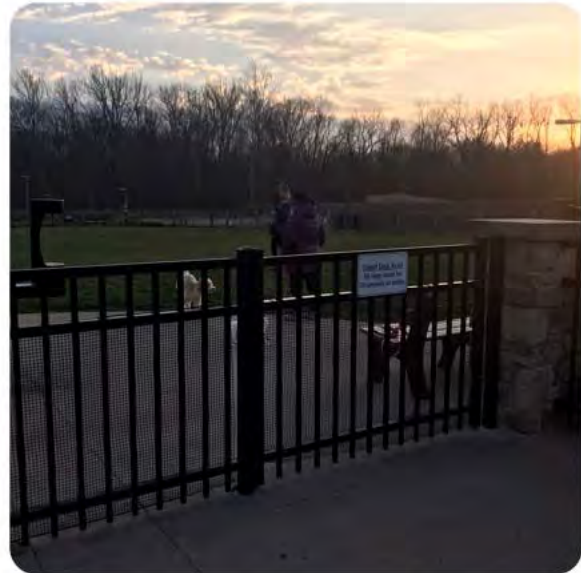
- 1. Sidewalk is available for resident to walk their dog to the park. Currently you are not able to find a dog park in Milwaukee County that has a sidewalk going to the entrance gate. The photo of Carmel's Dog Park shows a sidewalk going to the entrance gate.**
- 2. Asphalt Parking Lot is available for residents to park their vehicle to go to the park and additional asphalt parking is available on Sundays when Hobby Lobby is closed. Currently there is not a paved, asphalt parking lot at a Dog Park in Milwaukee County.**
- 3. Noise Impact study for 700 dogs barking was done in Carmel, IN and the results showed traffic noise from the busy street buffers the noise from the dogs barking at each other. This site has 27<sup>th</sup> Street as a noise buffer.**
- 4. The Carmel, IN Dog Park has commercial retail stores one block away from it, and this site is surrounded by commercial retail stores.**
- 5. The Carmel, IN Dog Park has a creek and wetland behind it, and the Superfund site also has a creek and wetland behind it.**

**My business plan is to follow the best practices of this existing Dog Park that obtains an annual budget of \$84,000 for a parcel that is 3 acres, with 700 members that pay monthly for their membership. This Dog Park has a one year waiting list for residents to obtain a key fob for their family dog.**

**In developing my business plan, I have received a quote from KEI, I have looked at the website of the new Dog Park in the City of West Allis, and visited as well as photographed the Milwaukee County 26-acre Dog Park in Oak Creek. and contacted the staff of the below Dog Park to obtain information on their Dog Park.**

**Below are a few photographs of the Dog Park I wish to model after since the Superfund Site meets the exact criteria of this dog Park.**





I hope the Common Council approves my idea of making a revenue stream for the City of Franklin's Public Works Department with this Dog Park at this location.

Sincerely,

Shelley Tessmer

KirbyBuilt Sales  
222 State Street  
Batavia IL 60510  
(866) 965-4729  
[info@kirbybuilt.com](mailto:info@kirbybuilt.com)

Account Number: 125019  
Estimate # QUOKSA1677

2/19/2021

**Customer**

Mary Remington  
7600 S Chapel Hill Dr.  
Franklin WI 53132  
(414) 425-0318

**Ship To**

Mary Remington  
7600 S Chapel Hill Dr.  
Franklin WI 53132

Item	Qty	Rate	Amount
<b>LIFTGATE</b> Liftgate Fees	1	\$65.00	\$65.00
<b>VMI1325</b> Cassidy Bench Bronze Plaques/ 10.5 x 3/ 4 Lines/ 28 Characters Plaque Text First Line 10 x 3: TBD Plaque Text Second Line 10 x 3: TBD Plaque Text Third Line 10 x 3: TBD Plaque Text Fourth Line 10 x 3: TBD	1	\$147.85	\$147.85
<b>VCJ1205-BK</b> Cassidy™ Arched Back Bench/ 6' Bench/ Black	1	\$798.85	\$798.85

<b>Subtotal</b>	\$1,011.70
<b>Tax Total (%)</b>	\$74.82
<b>Shipping</b>	\$324.20
<b>Total</b>	\$1,410.72



# KEEPER GOALS

A DIVISION OF DEMAND & PRECISION PARTS  
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PHONE: 262-781-7800 OR 800-594-5126  
Fax: 262-781-9230  
email: [info@keepergoals.com](mailto:info@keepergoals.com)

Price Quote  
2/19/2021  
By: Sara Hans

Attn: Mary Remington  
Phone: 414-425-0318  
Cell:  
email: [mary-remington@att.net](mailto:mary-remington@att.net)

<u>Quantity</u>	<u>Description</u>	<u>Total Price</u>
1 each	Model #PRLB72 6' LeMars Bench - Black	\$ 1,725.00
1 set	Hardware - 4 Hilti's Bolts and Washers	\$ 15.00
1 each	Bronze Plaque 4"H x 7"W Plaque to Read as Follows: TBD	\$ 250.00
	Shipping to Franklin, WI 56132	\$ 325.00
		<b>\$ 2,315.00</b>

- \* Pricing Is Valid for 30 Days
- \* Current Lead-time Is 4-6 Weeks from Time of Order
- \* Consignee is Responsible for Off-loading at Delivery
- \* Sales tax not included - only needed if not tax exempt



PRODUCT SKU #memorialbench  
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Description

**Product Description**

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Flat Metal Straight Back Park Bench with Arms, 48" / TEAL STANDARD METAL

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5.0 1  
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4.9 16

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Hayneedle  
Free delivery by Tue, Mar 16



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Perforated F Logo Bench The Park Catalog

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Basic Modern Concrete Park Bench

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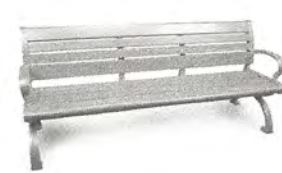
6-Ft. Heritage Recycled Plastic Bench | The Park Catalog

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3.0 1

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Outdoor Polly Products Econo-Mizer Recycled  
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- On sale

Price

- Up to \$200
  - \$200 - \$350
  - \$350 - \$500
  - Over \$500
- \$ \_\_\_\_\_ to \$ \_\_\_\_\_ GO

Brand

- Global Industrial
- UltraPlay
- Leigh Country
- West Elm
- Best Choice Products
- Design Toscano
- L.L.Bean

Discover

- More products from smaller stores

Shipping

- Free shipping

Product rating

- 4 and up






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- The Park Catalog
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- Wayfair

MORE

Ads · See parks benches

				
6' Thermoplastic-Coated Metal SuperSaver Outdoor... <b>\$368.85</b> The Bench Factory	Global Industrial 6 ft. Outdoor Park Bench with Back ... <b>\$506.00</b> Global Industrial	Global Industrial 4 ft. Outdoor Park Bench with Back ... <b>\$325.00</b> Global Industrial	6' Recycled Plastic Deluxe Inlay Memorial Bench -... <b>\$668.85</b> The Bench Factory	Lasting Impressions Commercial 66\"L. <b>\$591.00</b> Global Industrial
Special offer			Special offer	(16)

**The following signs would be posted at:**  
**Market Square**



Gazebo rental is available for groups up to 49 people by visiting the City of Franklin City Clerk's office to apply for permit.

Phone: 414-425-7500

Website: [www.Franklinwi.gov](http://www.Franklinwi.gov)

## **Gazebo Rules:**

Groups who have a permit have priority of entire gazebo for usage.

Please clean up after yourself by disposing of litter and garbage in the proper receptacles.

Silly string, confetti, paint, chalk, glitter, water balloons STRICTLY PROHIBITED.

Please return picnic tables to original position.

Charcoal grills and ground fires are not allowed. Gas grills are allowed for food preparation with a permit.

To report any problems on the day of your reservation, please call City of Franklin Police Department 414-425-2522.

Violation of park/gazebo rules and a violation of local and/or state laws can result in a fine, imprisonment or both. The City of Franklin Kayla's Playground Ambassadors and/or City of Franklin Police Department (414-425-2522) will implement enforcement of park rules and regulations.

*Promote Parks Positively!*

*Thank You for Your Participation and Cooperation!*

**The following signs would be posted at:**

**Lions Legend I (Lions Pavilion)**

**Lions Legend II (Vernon Barg Pavilion)**

**Ken Windl**



Pavilion rental is available for groups up to 49 people by visiting the City of Franklin City Clerk's office to apply for permit.

Phone: 414-425-7500

Website: [www.Franklinwi.gov](http://www.Franklinwi.gov)

## **Pavilion Rules:**

Groups who have a permit have priority of entire pavilion for usage.

Please clean up after yourself by disposing of litter and garbage in the proper receptacles.

Silly string, confetti, paint, chalk, glitter, water balloons STRICTLY PROHIBITED.

Please return picnic tables to original position.

Charcoal grills (where available) and self-provided gas grills are allowed for food preparation with a permit. Ground fires are not allowed.

To report any problems on the day of your reservation, please call City of Franklin Police Department 414-425-2522.

Violation of park/pavilion rules and a violation of local and/or state laws can result in a fine, imprisonment or both. The City of Franklin Kayla's Playground Ambassadors and/or City of Franklin Police Department (414-425-2522) will implement enforcement of park rules and regulations.

*Promote Parks Positively!*

*Thank You for Your Participation and Cooperation!*

**The following signs would be posted at:**

**Pleasant View**



Pavilion rental is available for groups up to 49 people by visiting the City of Franklin City Clerk's office to apply for permit.

Phone: 414-425-7500

Website: [www.Franklinwi.gov](http://www.Franklinwi.gov)

**Pavilion Rules:**

Groups who have a Permit have priority of entire pavilion for usage.

Please clean up after yourself by disposing of litter and garbage in the proper receptacles.

Silly string, confetti, paint, chalk, glitter, water balloons STRICTLY PROHIBITED.

Please return picnic tables to original position.

Charcoal grills and ground fires are not allowed. Gas grills are allowed for food preparation with a permit.

To report any problems on the day of your reservation, please call City of Franklin Police Department 414-425-2522.

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*Promote Parks Positively!*

*Thank You for Your Participation and Cooperation!*



## Marion Ecks

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**From:** Steve Olson <steve-olson@wi.rr.com>  
**Sent:** Friday, February 19, 2021 7:40 AM  
**To:** Marion Ecks; Glen Morrow; Courtney Day  
**Subject:** FW: Steve are you interested in grant funding for Healthy Infrastructure in Franklin, WI?

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

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**From:** Stefan Verleysen [mailto:stefan@nfchq.com]  
**Sent:** Friday, February 19, 2021 7:27 AM  
**To:** solson@franklinwi.gov  
**Subject:** Steve are you interested in grant funding for Healthy Infrastructure in Franklin, WI?

Hi Steve,

I'm reaching out from the National Fitness Campaign with an opportunity for grant funding to turn a public space in Franklin, WI into an outdoor fitness court.

Our team is helping build healthy cities around the country with an integrated health and wellness initiative, now operating in over 200 cities and schools. The program brings grant funding, outdoor fitness courts, digital tools, and active programming to partners nationwide.

See our 2 minute Campaign video for a snapshot: <https://nationalfitnesscampaign.com/watch>

If you're interested, I would like to setup a time for a 30-minute briefing presentation to see if a future partnership is feasible. Let me know your thoughts about the discussion or if there is someone else within administration I should be speaking to regarding this opportunity.

To schedule a time directly, you can use the link below and I'll confirm with you via email.

[Schedule National Fitness Campaign Briefing](#)

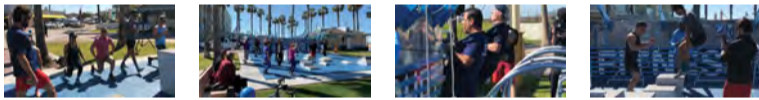
Thanks & Best Regards,  
Stef/

Stefan Verleysen  
Partnership Development  
NFC | [nationalfitnesscampaign.com](https://nationalfitnesscampaign.com)  
P: 267-639-8522

[Home](#) [Athletics](#) [Outdoor Exercise](#) The Social Nexus

# The Social Nexus

[Outdoor Exercise](#) September 23, 2020



## From Placemaking To Fundraising, The National Fitness Campaign Covers Every Angle

Among society’s many distractions, sports are the great equalizer and beyond winning, nothing is more cherished about the experience of being an athlete than fitness itself. Serge Dedina has been an athlete his whole life. He grew up in Imperial Beach, CA surfing Southern California’s best breaks. He trained extensively as a triathlete in college while earning a BA from UC San Diego, a master’s at the University of Wisconsin-Madison, and a Ph.D. from the University of Texas Austin. In 2000, he co-founded WILD COAST, an international conservation effort focused on protecting coastal and marine ecosystems. In 2014 he was elected Mayor of his hometown where infusing fitness into his community-building ambitions has been among the most rewarding aspects of the job.

“I started swimming and running competitively in high school and doing triathlons in my early 20s,” says Dedina. “Fitness has always been an important part of my life and in my role as Mayor it has become a critical component of my community development efforts.”

Located on the southern edge of San Diego on the U.S. / Mexico border, Dedina describes Imperial Beach as a family-oriented town populated by people who have an affinity for public space and natural love of the outdoors. When he first learned of an innovative program combining physical fitness with community-based placemaking, Dedina quickly realized that the National Fitness Campaign’s Fitness Court was a perfect fit for his vision of a vibrant community.

“When I first heard about the National Fitness Campaign and the Fitness Court, I knew immediately this was exactly what we needed,” says Dedina enthusiastically. Established in 1979, for more than 40 years the National Fitness



Campaign has been dedicated to helping communities fund, build, and activate the world's best publicly accessible outdoor gym. The Fitness Court is a functional fitness circuit-training system designed around a series of bodyweight exercises that provides a simple, yet powerful, full-body workout. Progressing through seven functional fitness zones, the Fitness Court combines 50 different components on a 38' x 38' sports court designed to be installed in public spaces wherever there is a community desire for the health, wellbeing, and vitality that fitness compels.

The brainchild of National Fitness Campaign's Founder and Director, Mitch Menaged, over the four decades since inception the evolution of the Fitness Court, has been a labor of love and an altruistic passion.

"I am invigorated by the opportunity to make a positive impact on communities across America," says Menaged of his life's work. "More than just a way to give the public a good workout, this is an opportunity to impact the way cities think about building healthy infrastructure."

Menaged points out that 40 years ago when he first conceived of an outdoor, bodyweight exercise circuit, the term aerobic was just coming into public consciousness. Few outside research-based healthcare recognized the impact of human movement and physical fitness on reducing cardiovascular disease or the now widely understood correlation between obesity and poor health outcomes. To develop the latest iteration of the National Fitness Campaign and new digital Fitness Court, Menaged has assembled a powerful team of thought leadership in bodyweight fitness, industrial design, urban planning, and grant funding to propel a cohesive, achievable vision of civic activation.

"To be effective, the Fitness Court has to be engaging," continues Menaged. "In the context of public infrastructure, engagement means finding sites in public parks, along walking and biking trails, in places where the value add is obvious and accessible to everyone."

In Imperial Beach, the first site that came to mind for Dedina was in Dunes Park. Just steps from the Pacific, Dunes Park is the quintessential California beachscape, with a basketball court surrounded by towering palm trees overlooking the ocean.

"Dunes Park was pretty much perfect," says Dedina of the chosen location in a public beachfront park. "By placing the Fitness Court in public view, the park is now populated by people easily seen working out."

With site selection simplified, Dedina shares that perhaps the biggest challenge in realizing the Fitness Court in his hometown was rather more pragmatic. His big concern was how to pay for it. Despite an oceanfront address, Imperial Beach is bereft of economic development and is largely funded by a single-family residential tax base rather than commercial interests.

"Our goal isn't just to sell cities an outdoor gym, we are committed to helping them fund it too," says Menaged, who has long understood the need for multi-faceted investments in financing Fitness Courts. "Our value as a consultant is not just in our experience with fitness but significantly with building fundraising partnerships. We help cities jump-start the process and have a complete tool kit of materials and resources partners can use to attract key sponsorships for their Fitness Courts."

In the case of Imperial Beach, Dedina turned to his lifelong connection in ultra-competitive athletics to secure a partnership with the first name in triathlons, IRONMAN Foundation. Dedicated to creating positive, tangible change in race communities through grant funding and volunteerism, IRONMAN Foundation, was a perfect fit and the partnership has extended well-beyond simply financial support.

Imperial Beach's Annual Mayor's Fitness Challenge kicks off IRONMAN 70.3 SUPERFROG weekend with a little friendly fitness competition between Team IB and Team IRONMAN. In the spirit of sportsmanship and the comradery of fitness, a team of Imperial Beach firefighters, lifeguards, and sheriffs compete in a series of events against a team drawn from IRONMAN Foundation's leadership. The IRONMAN 70.3 SUPERFROG is based on Navy SEAL training and features multiple loops, a whole lot of sand, and offers top performers qualifying slots to the IRONMAN 70.3 World Championships.

"The Fitness Court has been a huge success," says Dedina. "It's a great placemaking project and a high caliber fitness experience. In Imperial Beach, we see everyone from Navy SEALs to everyday Joes and Janes using it. Fitness is the new social nexus and the National Fitness Campaign's Fitness Court is a great way to bring people from all backgrounds together in a democratic public space."