

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.
<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*
MONDAY, APRIL 4, 2022, AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements: A Proclamation in Recognition of and in Gratitude for the Services Provided for and to the People by Daniel M. Mayer.
- C. Approval of Minutes: Regular Common Council Meeting of March 15, 2022.
- D. Hearings: Special Assessment for Installation of Water Main on W. Minnesota Avenue Bounded by S. 51st Street to the West and S. 49th Street to the East Thence Northward on S. 49th Street Approximately 50 feet.
- E. Organizational Business - Mayoral Appointments:
 - 1. Aaron Kapellusch, 8464 S. River Terrace Dr., Ald. Dist. 4, to the Economic Development Commission for a 2 year unexpired term expiring 06/30/23.
 - 2. Diane Donohoo, 8836 W. Whispering Oaks Court, Ald. Dist. 2, to the Fire and Police Commission on 05/01/22 for a 5 year term expiring 04/30/27.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for the Development of an Approximately 271,753 Square Foot Speculative Industrial Building and for the Approval of a Special Use for Overnight Parking for Vehicles Exceeding 8,000 Pounds Manufactured Gross Vehicle Weight upon Property Generally Located at West Oakwood Road, the Northwest Quarter of the Parcel Adjacent to the Future Hickory Street (Lot 1 of Certified Survey Map No. 9362) (by HSA Commercial, Inc. d/b/a HSA Commercial Real Estate, Applicant, SFT Franklin Oakwood, LLC, Property Owner).
 - 2. Amendment to the Intergovernmental Agreement between Milwaukee County and the City of Franklin (Fire Department) for Emergency Medical Services (EMS).
 - 3. Approval of an Agreement with QRS Group for the Construction Buildout of Additional Inspection Department Workspace in an amount up to \$20,000.

4. Municipal Judge Recommendations to Renew Approval of the 2013 Municipal Court Bail Bond Schedule and Approve \$1,321.00 "Enhanced" Bond Amount on all Milwaukee County District Attorney's Office Referrals Made to the City.
5. Approve a One-Year WENS Service Agreement Extension with Inspiron Logistics LLC for the City of Franklin Emergency Notification System for the Period 4/22/2022-4/21/23 in the Amount of \$10,650.
6. A Resolution to Accept Public Recreational Trail Easements in the Ryan Meadows Subdivision for the Completion of the Ryan Meadows Trail (TKN 938-9994-004).
7. An Ordinance to Amend §92-1 of the Franklin Municipal Code to Add Landscaping and Final Grade Certification as a Condition at Time of Issuance of Any Final Occupancy Permit and Delete §92-4.
8. A Resolution to Award the 2022 Local Street Improvement Program Resurfacing and Contract to Stark Pavement Corp., in the Amount of \$891,491.05.
9. A Resolution to Award the 2022 Local Street Preventative Maintenance Program and Contract to Scott Construction, Inc., in the Amount of \$89,389.35.
10. Annual Renewal of Bitdefender GravityZone Ultra as the Standardized Advanced Threat Management (ATM) Client for Desktop, Laptop and Server Computing Environments in the Amount of \$11,301.
11. Authorize Relocation of Light Pole to Accommodate Milwaukee County Bridge Project on S. 76th Street Crossing W. Loomis Road.
12. A Resolution Terminating Tax Incremental Finance District #3 (Northwestern Mutual).
13. Confirmation of the Appointment of John Regetz as Economic Development Director.
14. Approval of Professional Services for Recruitment of a Director of Finance/Treasurer.
15. Request to Authorize Carry Forward of Unused 2021 Appropriations, for Use in 2022, in the Amount of \$4,473,070.
16. An Ordinance to Amend Ordinance 2021-2486, An Ordinance Adopting the 2022 Annual Budgets for the General Fund, Capital Outlay Fund, Capital Improvement Fund, Development Fund, Water Utility Fund, and Utility Development Fund to Provide Carryforward Appropriations From 2021 to 2022 for Specifically Identified Projects in the Amount of \$5,948,485.
17. An Ordinance to Amend Ordinance 2021-2486, An Ordinance Adopting the 2022 Annual Budgets for the General Fund, Development Fund, TID 8 Fund, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement Fund, TID 4 Fund, Sanitary Sewer Fund, and Water Fund for the City of Franklin for Fiscal Year 2022 to Approve Budget Encumbrances From the 2021 Budget as Amendments to the 2022 Budget.
18. Potential Acquisition of Property for Public Park Recommendations Purposes in the General Southwest Area of the City of Franklin. the Common Council May Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(e), to Consider the Potential

Acquisition of Properties Intended to be Used for Public Park Purposes in the General Southwest Area of the City and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.

- H. Licenses and Permits.
Miscellaneous Licenses from License Committee Meeting of April 4, 2022.
- I. Bills.
Request for Approval of Vouchers and Payroll.
- J. Adjournment.

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

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

REMINDERS:

April 5	Spring Election	7:00 a.m.-8:00 p.m.
April 7	Plan Commission Meeting	7:00 p.m.
April 19	Common Council Meeting	6:30 p.m.
April 21	Plan Commission Meeting	7:00 p.m.

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City of Franklin Proclamation

A PROCLAMATION IN RECOGNITION OF AND IN GRATITUDE FOR THE SERVICES PROVIDED FOR AND TO THE PEOPLE BY DANIEL M. MAYER

WHEREAS, Daniel M Mayer is a descendant of and member of one of the founding families of Franklin, Wisconsin, and

WHEREAS, Daniel M Mayer was hired by the City of Franklin as a Paid-on-Call Firefighter on June 5, 1986, hired as one of the original twelve Firefighter/Paramedics for the Fire Department on August 1, 1989, promoted to the position of Fire Lieutenant on February 20, 1995, promoted to the position of Captain on January 5, 1999, promoted to the position of Battalion Chief on January 1, 2002, served as Interim Fire Chief from March 29, 2002 to December 1, 2002, and thereafter served as a Battalion Chief until his resignation on April 6, 2009, receiving five commendations during his tenure including two for life saving valor, and

WHEREAS, Daniel M Mayer, a graduate of Franklin High School, was elected to the Board of Education for the Franklin Public School District on April 7, 1998, re-elected on April 3, 2001, and resigned on March 27, 2002, to serve as Interim Fire Chief for the City of Franklin, and

WHEREAS, Daniel M Mayer was hired by the City of Cudahy and served as the fifteenth Fire Chief for the City of Cudahy from April 7, 2009, until his retirement on February 15, 2021, and

WHEREAS, Dan was elected to the City of Franklin Office of Alderman for District 2 on April 2, 2013, and has continued to serve and be re-elected to the position and his service continues through this date and time, and

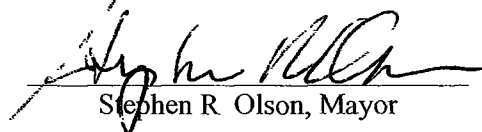
WHEREAS, Dan has been appointed to and confirmed and served as a member of the Environmental Commission, the Personnel Committee, the Technology Commission and the Fair Commission, and

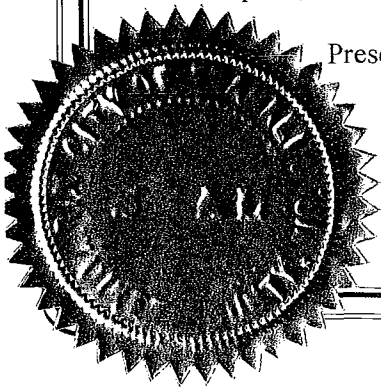
WHEREAS, Dan's term of office as Alderman will expire at midnight on the morning of the third Tuesday of April, 2022, and

WHEREAS, Daniel M Mayer has dedicated his life to the service of others

NOW, THEREFORE, BE IT PROCLAIMED, that I, Stephen R. Olson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, the staff of City government, and all of those public officials and staff who know you and worked with you, and all of the People that you have served, Good Luck and Godspeed, Dan

Presented to the City of Franklin Common Council this 4th Day of April, 2022


Stephen R. Olson, Mayor



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- ORD. 2022-2504
AMEND UDO ZONING
MAP TO REZONE 11595
W. FOREST HOME AVE.
TO RESIDENTIAL
MULTI-FAMILY USE,
SERVI INVESTMENTS,
LLC, APPLICANT
- G.2. Alderman Mayer moved to approve Ordinance 2022-2504, AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT (A PORTION OF THE PROPERTY LOCATED AT 11595 WEST FOREST HOME AVENUE) (APPROXIMATELY 3.15 ACRES) (P. KENNETH SERVI, SERVI INVESTMENTS, LLC, APPLICANT). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- RES. 2022-7837
SPECIAL USE FOR
11595 & 11600 W.
FOREST HOME AVE.,
SERVI INVESTMENTS,
LLC, APPLICANT
- G.3. Alderman Mayer moved to adopt Resolution 2022-7837, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT USE IN AN R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT UPON PROPERTY LOCATED AT 11595 AND 11600 WEST FOREST HOME AVENUE (P. KENNETH SERVI, SERVI INVESTMENTS, LLC, APPLICANT). Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2022-7838
PRELIM. PLAT FOR
TESS CREEK ESTATES
SUBDIV. AT 11595 &
11600 W. FOREST
HOME AVE., SERVI
INV., LLC, APPLICANT
- G.4. Alderman Mayer moved to adopt Resolution 2022-7838, A RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR TESS CREEK ESTATES SUBDIVISION (AT 11595 AND 11600 WEST FOREST HOME AVENUE) (P. KENNETH SERVI, SERVI INVESTMENTS, LLC, APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried.
- TID 7 DEV.
AGREEMENT WITH
VELO VILLAGE
APARTMENTS LLC
- G.5. Alderwoman Hanneman moved to approve the attached First Amendment to Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC (Developer), Velo Village, Franklin, Wisconsin (Project). Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2022-7839
PRELIM. PLAT FOR
CAPE CROSSING SUBD.
12200 W. RYAN RD.
NEUMANN DEV., INC.,
APPLICANT
- G.6. Alderman Nelson moved to adopt Resolution 2022-7839, A RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR CAPE CROSSING SUBDIVISION (AT 12200 WEST RYAN ROAD) (NEUMANN DEVELOPMENTS, INC., APPLICANT), as amended. Seconded by Alderman Barber. All voted Aye; motion carried.

- RES. 2022-7840
1 LOT CSM, W. LAKE
POINTE DR., BLAKE &
MUTTER, APPLICANTS
- G.7. Alderman Holpfer moved to adopt Resolution 2022-7840, A RESOLUTION CONDITIONALLY APPROVING A 1 LOT CERTIFIED SURVEY MAP, BEING OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6416, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (KARLEY J. BLAKE AND JACOB W. MUTTER, APPLICANTS) (GENERALLY THE WEST END OF WEST LAKE POINTE DRIVE), as amended. Seconded by Alderman Mayer. All vote Aye; motion carried.
- RES. 2022-7841
SPECIAL USE FOR
MULTI-FAMILY RES.
APARTMENT AT 9801 S.
27TH ST. & 9605 S. 29TH
ST., FIDUCIARY REAL
ESTATE
DEVELOPMENT, INC.,
APPLICANT
- G.8. Alderwoman Hanneman moved to adopt Resolution 2022-7841, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A MULTI-FAMILY RESIDENTIAL APARTMENT COMPLEX DEVELOPMENT USE UPON PROPERTY LOCATED AT 9801 SOUTH 27TH STREET AND 9605 SOUTH 29TH STREET (FIDUCIARY REAL ESTATE DEVELOPMENT, INC., APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried.
- ORD. 2022-2505
AMEND CODE STOPS
ON W. MARQUETTE
AVE. AT S. 49TH ST.
- G.9. Alderwoman Wilhelm moved to authorize Ordinance 2022-2505, AN ORDINANCE TO AMEND THE MUNICIPAL CODE SECTION 245-3 B STOPS REQUIRED TO ADD 2 STOP SIGNS ON EASTBOUND AND WESTBOUND LEGS OF W. MARQUETTE AVENUE AT THE INTERSECTION OF S. 49TH STREET. Seconded by Alderman Nelson. All voted Aye; motion carried.
- RES. 2022-7842
WATERSHED
RESTORATION PLAN
- G.10. Alderman Mayer moved to adopt Resolution 2022-7842, A RESOLUTION TO ADOPT THE OAK CREEK WATERSHED RESTORATION PLAN. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2022-7843
ROOT RIVER
WATERSHED
RESTORATION PLAN
- G.11. Alderwoman Wilhelm moved to adopt Resolution 2022-7843, A RESOLUTION TO ADOPT THE ROOT RIVER WATERSHED RESTORATION PLAN. Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. 2022-
MODIFY MASTER
PLAN FOR
SOUTHWEST
SANITARY SEWER
- G.12. Alderwoman Wilhelm moved to table to the May 2, 2022 Committee of the Whole meeting, A Resolution to Modify the Masterplan for the Southwest Sanitary Sewer District in the Vicinity of W. Ryan Road Between S. 76th Street and S. 92nd Street. Seconded by Alderman Nelson. All voted Aye; motion carried.

- PORTABLE ICE RINK G.13. Alderman Barber moved to direct staff to purchase a portable ice rink from EZ Ice Rinks for \$5,380.50. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- S. HICKORY ST. PIPE BID G.14. Alderwoman Hanneman moved to direct staff to bid pipe and related appurtenances in advance of the construction contract for S. Hickory Street. Seconded by Alderman Barber. All voted Aye; motion carried.
- W. RYAN RD. PIPE BID G.15. Alderwoman Hanneman moved to direct staff to bid pipe and related appurtenances in advance of the West Ryan Road watermain construction contract. Seconded by Alderman Barber. All voted Aye; motion carried.
- FIBER INTERNET CONSTRUCTION PROJECT G.16. Alderman Holpfer moved to approve the Fiber Internet Construction Project for the City of Franklin Municipal Business Operations in an amount not to exceed \$1,239,455 for capital construction, including partnerships with other public entities; and, authorize the Director of Administration to work with potential public entity partners to establish draft Memorandums of Understanding to share the cost burden while maintaining a secure private network. Seconded by Alderman Mayer. All voted Aye; motion carried. Vote recorded as unanimous.
- LICENSES AND PERMITS H. Alderman Nelson moved to approve the following:

Hold the 2021-2022 Operator License of: Mariah Lang, for appearance;

Grant 2021-2022 Operator License to: Kimberly Henzig, Joseph Caruso, Krystal Short, Quinn Thompson; and

Grant Extraordinary Entertainment & Special Event License to: Best Buddies in Wisconsin-Walk/Community Gathering Fundraiser at the Rock Snow Park, Caroline Tyson, 7011 S Ballpark Dr, May 21, 2022.

Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- VOUCHERS AND PAYROLL I. Alderman Barber moved to approve City vouchers with an ending date of March 10, 2022, in the amount of \$1,570,970.35; payroll dated March 11, 2022, in the amount of \$457,856.20 and payments of the various payroll deductions in the amount of \$259,325.94, plus City matching payments; estimated payroll dated March 25, 2022, in the amount of \$434,000 and payments in the various payroll

deductions in the amount of \$465,000, plus City matching payments; property tax disbursements with an ending date of March 10, 2022, in the amount of \$313,226.62. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

RES. 2022-7844
TRANSMISSION
FACILITY
RELOCATION
AGREEMENT

G.18. Alderwoman Hanneman moved to adopt Resolution No. 2022-7844, A RESOLUTION TO ENTER INTO A TRANSMISSION FACILITY RELOCATION AGREEMENT WITH AMERICAN TRANSMISSION COMPANY, LLC FOR WORK ACROSS 3617 W OAKWOOD ROAD (TKN 950-9997-002) FOR \$1,660,000. Seconded by Alderman Barber. All voted Aye. Motion carried.

CLOSED SESSION
ECONOMIC
DEVELOPMENT
DIRECTOR CANDIDATE

G.17. Alderman Holpfer moved to enter closed session at 7:42 p.m. pursuant to Wis. Stats. §19.85(1)(c) and (f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 9:12 p.m.

ADJOURNMENT

J. Alderman Barber moved to adjourn the meeting at 9:12 p.m. Seconded by Alderman Holpfer. All voted Aye; motion carried.

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D.

CITY OF FRANKLIN
OFFICIAL NOTICE
NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENT FOR
INSTALLATION OF WATER MAIN ON
W. MINNESOTA AVENUE BOUNDED BY S. 51ST STREET TO THE WEST AND
S. 49TH STREET TO THE EAST THENCE NORTHWARD ON S. 49TH STREET
APPROXIMATELY 50 FEET

NOTICE IS HEREBY GIVEN that the Common Council of the City of Franklin has declared its intention to exercise its police powers under Section 66.0701, Wisconsin Statutes, and Section 207-15, Franklin Municipal Code, to levy special assessments for water main installation improvements, in the following locations:

“W. Minnesota Avenue bounded by S. 51st Street to the west and S. 49th Street to the east thence northward on S. 49th Street approximately 50 feet.”

A report showing proposed plans and proposed assessments and other data is on file in the Clerk's Office at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin, 53132.

NOTICE IS HEREBY GIVEN that such report is open for review and inspection from Monday through Friday, between the hours of 9:00 a.m. and 12 noon and 1:00 p.m. and 4:30 p.m. and will be so continued for the period of ten (10) days after the date of publication of this notice.

NOTICE IS ALSO HEREBY FURTHER GIVEN that on **MONDAY, APRIL 4, 2022 at 6:30 p.m.** the Common Council will be in session in their chambers at Franklin City Hall, 9229 W. Loomis Rd., Franklin, WI, 53132 to hear all persons interested, their agents or attorneys, concerning the matter contained in the preliminary resolution and report, including proposed assessments.

If you have any questions contact City Engineer Glen Morrow at 425-7510.

By order of the Common Council of the City of Franklin, Wisconsin, the 4th day of February, 2014.

Sandra L. Wesolowski
City Clerk



City of Franklin
Engineering Department

Date: March 4, 2022

To: Dennis P & Christine H Wimmer, 7244 S. 49th Street
Joseph F & Rita Petrie, 7267 S. 49th Street
Brian & Renee Bangart, 4909 W. Minnesota Ave.
Sunset Bank & Savings, 4913 W. Minnesota Ave.
Robert L & Deborah A Turner, 4932 W. Minnesota Ave.
John T & Noreen M Petrie, 4939 W. Minnesota Ave.
Daniel F Distefano, 4951 W. Minnesota Ave.
David & Barbara Gudgeon, 5000 W. Minnesota Ave.
Daniel J Kennedy, 5003 W. Minnesota Ave.

Re: Engineer's Report concerning Special Assessments for Watermain Extension on
W. Minnesota Avenue from S. 51st Street to S. 49th Street

Dear Property Owner,

Enclosed is a report prepared for the referenced project. I encourage you to fully read and review the report and you are welcome to schedule a time to meet with me to discuss any questions you may have. I will caution you on misunderstandings that may arise from receiving your information from other sources.

This item will appear as a special hearing on the April 4, 2022 Common Council agenda. You are welcome to attend or watch from home on the City's YouTube channel.

You are also encouraged to provide any corrections PRIOR to adoption at the meeting on April 4.

Please call our office if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Glen E. Morrow".

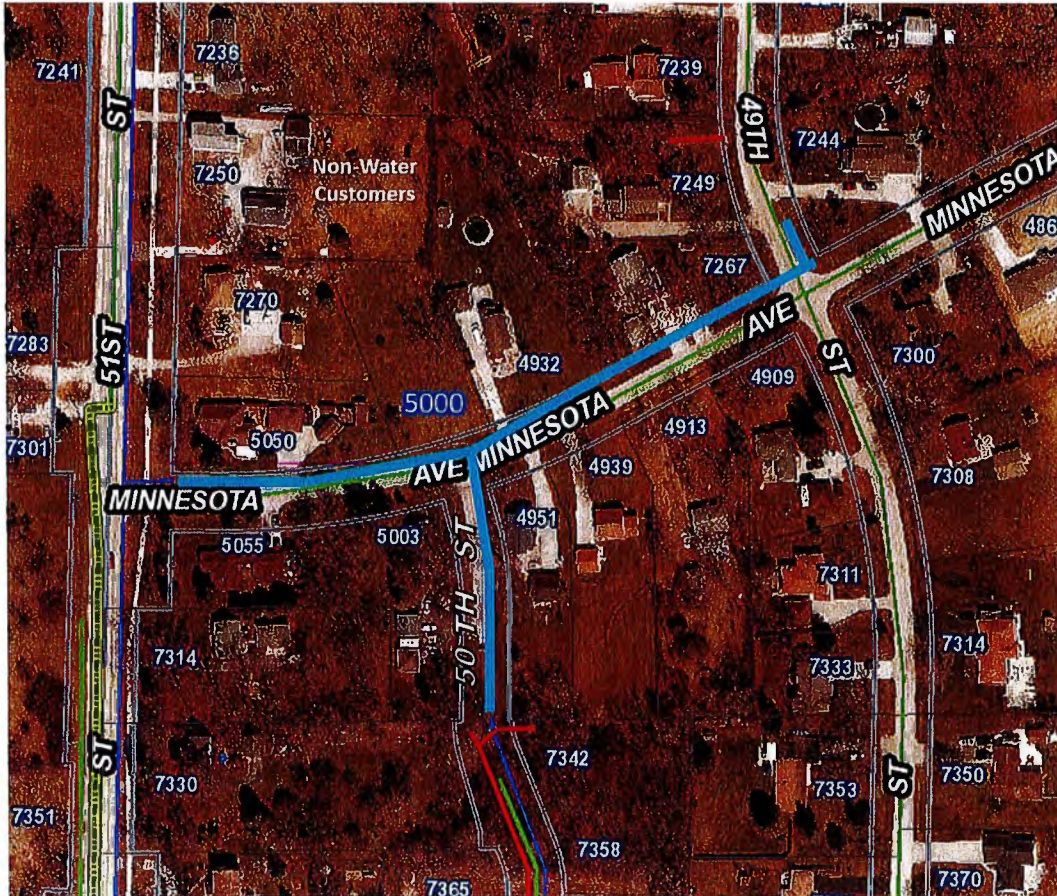
Glen E. Morrow, PE (WI, IL, IN & MO)
City Engineer / Director of Public Works / Utility Manager

Copy: Alderwoman Kristen Wilhelm
Mayor Steve Olson
Ms. Sandi Wesolowski, City Clerk

Engineer's Report for:
**Watermain Extension on
W. Minnesota Avenue from S. 51st Street to S. 49th Street**

March 4, 2022

Prepared Pursuant to Franklin Municipal Code Sections §207-15 and §207-20



Glen E. Morrow, PE
City Engineer,
Director of Public Works,
and Utility Manager

WISCONSIN
GLEN E. MORROW
45421
MILWAUKEE,
WIS.
PROFESSIONAL ENGINEER
Glen E. Morrow
MARCH 4, 2022

Description of Area:

The general area of the project is a single-family residential neighborhood in Franklin south of W. Rawson Avenue and east of S. 51st Street. Specifically, the area is along W. Minnesota Avenue bounded by S. 51st Street to the west and S. 49th Street to the east. Exhibit A shows the area and schematic of the proposed area.

The watermain extension project will connect to an existing watermain located on the east side of S. 51st Street; proceed east to the northeast corner of S. 49th Street and then extended north approximately 50 feet. From the intersection of W. Minnesota Avenue and S. 50th Street, a watermain will extend approximately 250 feet south to a point of connection with a watermain recently installed as part of the Pleasant View Reserve subdivision. The watermain section along S. 50th Street is not part of this assessment.

Preliminary Plans

Preliminary Plans for a project along W. Minnesota Avenue between S. 51st Street and 200 feet east of S. 50th street have been prepared by Excel Engineering (Exhibit B). The plans included in Exhibit B were prepared in conjunction with the design for Pleasant View Reserve, a new subdivision under development on the south end of S. 50th Street. Plans for the entirety of this project have not been finalized nor include the watermain addition to S. 49th Street. A professional services agreement with an engineer has been authorized to complete the watermain design east to S. 49th Street. None of the plans have obtained applicable permits.

It is anticipated that S. 50th Street will also be widened and improved at the time of this project, although no special assessments are scheduled for that work.

Estimate of Project Costs

A preliminary opinion of probable costs and related project costs for the assessable portion of the project are shown in Table 1. Exact costs will be known after the project has been fully designed and a contractor has been selected through a public bidding process in compliance with State Statutes.

Item	Item Description	Quantity	Units	Unit Price	Total
	<i>Water Distribution</i>				
1	8" Water Main	830	LF	\$79.00	\$65,570.00
2	8" Valve	5	EA	\$ 1,900.00	\$9,500.00
3	8" x 6" Anchor Tee	3	EA	\$400.00	\$1,200.00
4	8" Tee	1	EA	\$700.00	\$700.00
5	8" Plug	4	EA	\$200.00	\$800.00
6	8" x 8" Cross	1	EA	\$ 1,200.00	\$1,200.00
7	6" Hydrant Lead	25	LF	\$125.00	\$3,125.00
8	Hydrant & Valve assembly	3	EA	\$ 4,000.00	\$12,000.00
	Section Subtotal				\$94,095.00
	<i>Street Construction</i>				
9	Replace Street/Driveway	200	SY	\$50.00	\$10,000.00
10	Mailbox Removal/Replacement	7	EA	\$250.00	\$1,750.00
	Section Subtotal				\$11,750.00
	<i>Erosion Control / Site Stabilization</i>				
11	Seed / Fertilize / Mulch (including stockpiles)	1200	SY	\$1.00	\$1,200.00
12	Silt Fence	250	LF	\$1.50	\$375.00
13	Erosion Matting	400	SY	\$1.56	\$624.00
14	Ditch Check	10	EA	\$135.00	\$1,350.00
	Section Subtotal				\$3,549.00
	<i>Mass Earthwork</i>				
15	Topsoil Stripping	900	SY	\$1.50	\$1,350.00
16	Common Excavation -Removal- Replacement-Compaction	200	CY	\$31.95	\$6,390.00
17	Topsoil Placement	900	SY	\$1.00	\$900.00
18	Mobilization	1	EA	\$7,500.00	\$7,500.00
19	Remove & Replace existing culverts	4	LS	\$12,000.00	\$12,000.00
20	Clear & Grub/Demolition	1	LS	\$2,500.00	\$2,500.00
	Section Subtotal				\$30,640.00
	<i>Other Costs</i>				
	Construction Estimate Subtotal				\$140,034.00
21	10% Contingency				\$14,003.40
22	Engineering Fees				\$52,500.00
	Project Subtotal				\$206,537.40
23	1% Service Fee [Municipal Code §207.15 Q(1)]				\$2,065.37
24	1% Service Fee for Borrowing [Municipal Code §207.15 Q(2)]				\$ -
	Project Total for Assessment Calculations				\$208,602.77

Table 1. Preliminary Opinion of Probable Costs

Benefited Properties

Properties that benefit from the project are assessed. For this project, there are nine non-divisible single-family properties shown on Exhibit A and in Table 2.

Owner	Address	Tax Key No.	Assessment Footage
Dennis P & Christine H Wimmer	7244 S. 49 th Street	759 0032 000	215.07
Joseph F & Rita Petrie	7267 S. 49 th Street	759 0022 001	100.00
Brian & Renee Bangart	4909 W. Minnesota Ave.	759 0035 000	105.86
Sunset Bank & Savings	4913 W. Minnesota Ave.	759 0037 000	100.00
Robert L & Deborah A Turner	4932 W. Minnesota Ave.	759 0023 000	150.00
John T & Noreen M Petrie	4939 W. Minnesota Ave.	759 0038 000	100.00
Daniel F Distefano	4951 W. Minnesota Ave.	759 0039 000	100.00
David & Barbara Gudgeon	5000 W. Minnesota Ave.	759 0024 003	101.00
Daniel J Kennedy	5003 W. Minnesota Ave.	759 0034 000	113.00
Project Total for Assessment Calculations			1,084.93

Table 2. Benefited Properties and Assessable Footage

There are instructions in Section 207-20 on how to assign assessment footage for each parcel. Most notably, no assessment shall be less than 100 feet. There are also instructions on how to assess for corner lots. The assessable frontage for each benefited property is shown above and in total, there is 1,084.93 linear feet of assessable footage for the project.

Assuming the preliminary costs shown in Table 1 are the final costs, an estimate of the costs for each parcel are $\$208,602.77 / 1,084.93 \text{ feet} = \$192.27 / \text{linear feet}$. This exceeds the 2022 allowable assessment rates $\$133.82$, based on Engineering News-Record (ENR) Construction Cost Index (CCI) 20-City National Average. Therefore, the $\$133.82 / \text{linear feet}$ for the construction of the watermain will prevail.

As discussed in the Deferment Section, connection to a watermain is voluntary. If a property were to also include a service connection to the watermain, the assessment would be actual cost, plus 16% pursuant to Section 207-21. For the purposes of this report, it is assumed that a short-side service connection (service to a watermain on same side of the street) is $\$700 + 16\% = \812 and it is assumed that a long-side service connection (service to a watermain on the opposite side of the street) is $\$3,700 + 16\% = \$4,292$. These estimates are not subject to the maximum allowable assessment rates and will be the actual cost charged by the contractor.

Based on the above assumptions, a summary of the estimates of assessments for each property is shown in Table 3.

Address	Assessment Footage	Assessment for the Watermain (Mandatory)	Assessment for the Water Service (Optional)	Total Assessment
7244 S. 49th Street	215.07	\$ 28,780.67	\$ 812.00	\$ 29,592.67
7267 S. 49th Street	100.00	\$ 13,382.00	\$ 812.00	\$ 14,194.00
4909 W. Minnesota Ave.	105.86	\$ 14,166.19	\$ 4,292.00	\$ 18,458.19
4913 W. Minnesota Ave.	100.00	\$ 13,382.00	\$ 4,292.00	\$ 17,674.00
4932 W. Minnesota Ave.	150.00	\$ 20,073.00	\$ 812.00	\$ 20,885.00
4939 W. Minnesota Ave.	100.00	\$ 13,382.00	\$ 4,292.00	\$ 17,674.00
4951 W. Minnesota Ave.	100.00	\$ 13,382.00	\$ 812.00	\$ 14,194.00
5000 W. Minnesota Ave.	101.00	\$ 13,515.82	\$ 812.00	\$ 14,327.82
5003 W. Minnesota Ave.	113.00	\$ 15,121.66	\$ 4,292.00	\$ 19,413.66
Totals:	1,084.93	145,185.33	\$21,228.00	\$ 166,413.33

Table 3. Schedule of the Proposed Assessments

Note that these estimates do not include a private plumber/contractor to abandon a well, reconfigure well and home plumbing, make connection to the water service shut-off at the property line installed by the City's contractor, and all associated permits calculated by the Inspection Services Department. These permit/connection fees include, but are not limited to, well abandonment/operating permits, plumbing inspection fees (based on footage), new connection fee (\$85), and water system impact fees (\$2,822). These other fees are not eligible for assessment, deferments, or installments.

Deferments

Generally, connection to the Public Water Supply for existing homes already and currently served by an existing adequate water supply is optional. An existing home may continue use of a functioning well.¹ The property will still be required to pay for an assessment for the public watermain system as the availability of the utility affects the value of the property and benefits the property. As such, §207-15 K.(2)(c) of the code allows for the deferment of an assessment for these properties up to 10-years without accrual of interest for up to 300 feet of the assessable frontage of the subject property.”

Property owners must make application to the City Clerk within 30-days of the date of the special assessment notice if they wish to defer the assessment.

¹ There are many shared wells in Franklin. For shared wells, the City has no obligation nor authority over these private agreements so a public watermain supply project may have other implications for continued use of a private well.

Assessments may be deferred for water mains until a property is sold, connection is made, or 10-years, whichever occurs first.

This project does include one exception as described below.

Deferment Exception

Under resolution 2017-7818, 5000 W. Minnesota Ave (TKN 759 0024 003) is required to connect within 10-years of the construction. The resolution is included as Exhibit C.

Annual Installments

Staff recommends that Common Council follow past practice to provide a payment plan to property owners for 12 years at 6% APR interest. The minimum mandatory assessment listed in Table 3 is \$13,382 and the maximum mandatory + optional assessment is \$29,592.67. If one were to use the City to finance the assessment as past practice, then the annual payment would range from \$1,596.17 to \$3,529.73. A table illustrating the annual installment payments for different levels of assessment are shown in Table 4.

Assessment to Finance	Annual Payment		Assessment to Finance	Annual Payment
\$13,382.00	\$1,596.17		\$22,000.00	\$2,624.09
\$14,000.00	\$1,669.88		\$23,000.00	\$2,743.37
\$15,000.00	\$1,789.16		\$24,000.00	\$2,862.65
\$16,000.00	\$1,908.43		\$25,000.00	\$2,981.93
\$17,000.00	\$2,027.71		\$26,000.00	\$3,101.20
\$18,000.00	\$2,146.99		\$27,000.00	\$3,220.48
\$19,000.00	\$2,266.26		\$28,000.00	\$3,339.76
\$20,000.00	\$2,385.54		\$29,000.00	\$3,459.03
\$21,000.00	\$2,504.82		\$29,592.67	\$3,529.73

Table 4. Annual Assessment Payments Financed 12-years @6% APR

Property Taken or Damaged

It is not anticipated that this project will need additional property or damage property outside of the public right-of-way.

Final Statement

As the City Engineer, Director of Public Works, and Utility Manager, I state that the properties discussed herein against which the assessments are proposed are benefited in the following seven ways:

1. Increased fire protection.
2. Reliability of water supply.
3. Assurance of a water supply which has been routinely tested for potability (lack of contamination).
4. Elimination of the reliance on maintenance and repair of individual wells.
5. The developability of vacant, under-developed or partially-developed properties which are deferred from development by the lack of municipal water supply causing a negative impact on the fair market value.
6. The elimination of the potential for cross-contamination between individual limestone wells.
7. The elimination of the use of the limestone aquifer in the vicinity of outcroppings which are more susceptible to contamination by pollution from surface contaminants including fertilizers, pesticides and spills.

End of Engineer's Report for watermain extension on W. Minnesota Avenue and S. 50th Street.

Exhibit A:

W. Minnesota Avenue and S. 50th Street Water Extension Project

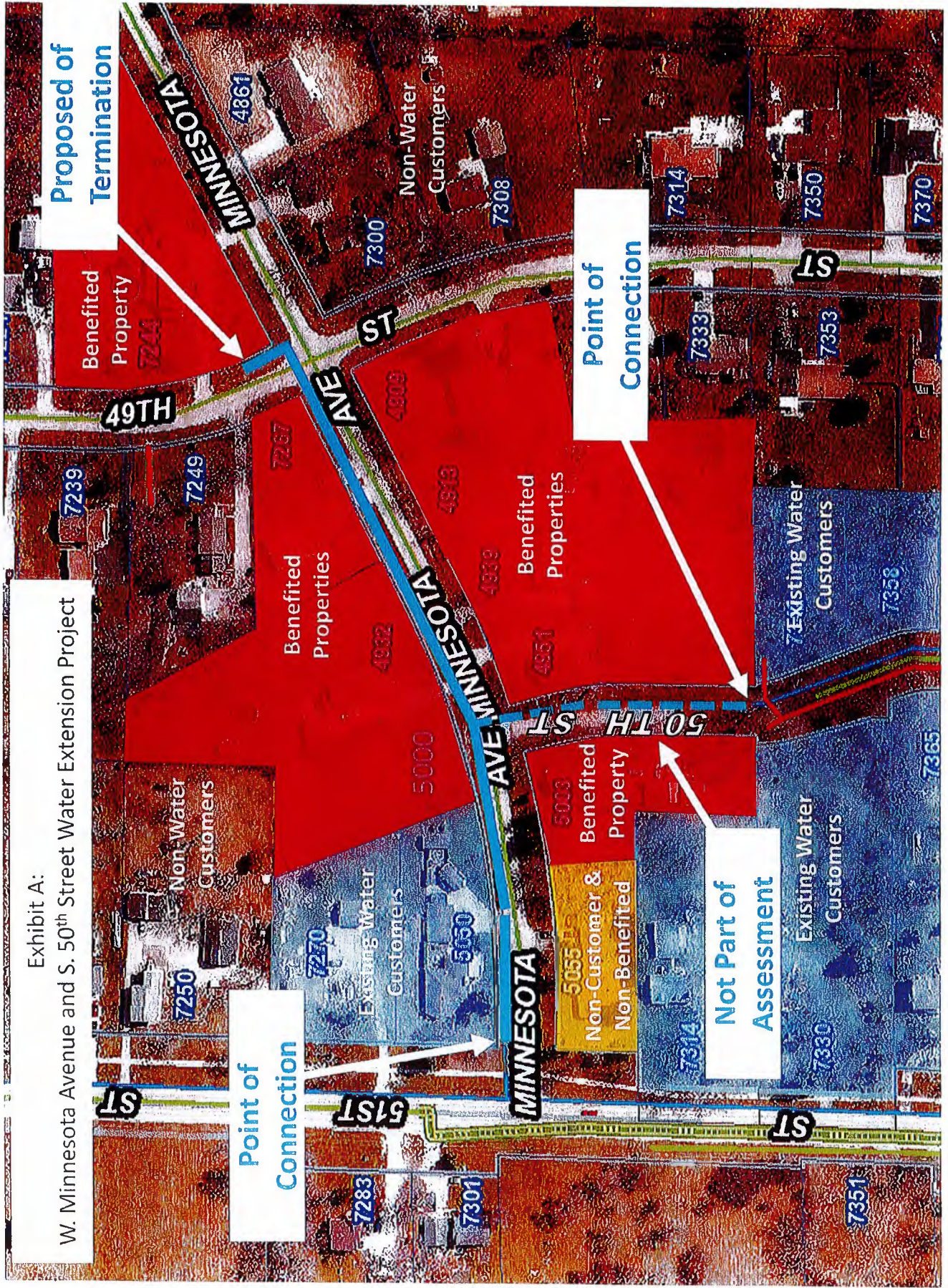


EXHIBIT B



PROPOSED RESIDENTIAL SUBDIVISION
 PLEASANT VIEW RESERVE
 5325 STREET & W. MARQUETTE AVE • FRANKLIN, WI
 PROJECT NO. 04000001

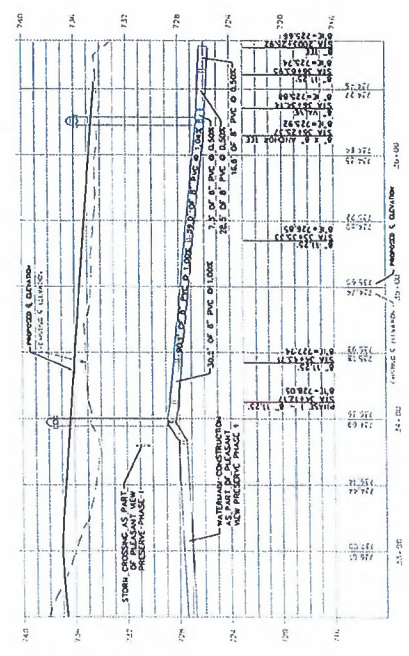
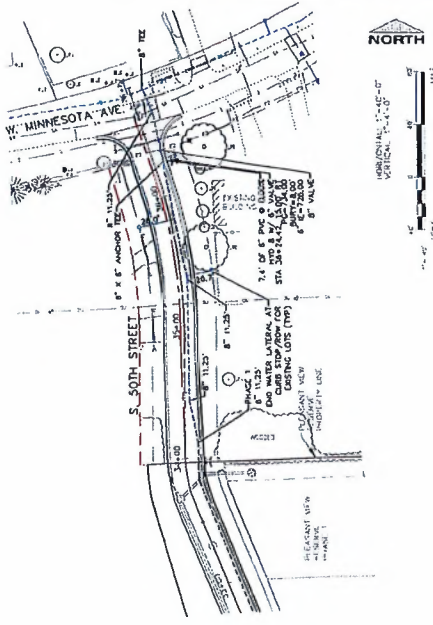
PRELIMINARY DATES

DATE	DESCRIPTION
10/15/2013	ISSUED FOR PERMITS
10/15/2013	ISSUED FOR CONSTRUCTION

NOT FOR CONSTRUCTION

2044840

C10.2



S. SOUTH STREET WATERMAIN PLAN

W. MINNESOTA AVE. WATERMAIN PLAN

WATER PLAN AND PROFILE

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022-7818

A RESOLUTION TO AMEND RESOLUTION NO. 2017-7318, A RESOLUTION TO WAIVE WATER EXTENSION TO SERVE A LOT IN THE 5000 BLOCK OF W. MINNESOTA AVENUE AT THIS TIME AND REQUIRE THE PROPERTY OWNERS OF THIS LOT TO CONNECT TO PUBLIC WATER WITHIN ONE YEAR OF CONSTRUCTION OF A PUBLIC WATER MAIN EXTENDED TO THE PROPERTY, TO EXTEND THE TIME OF CONNECTION TO TEN YEARS

WHEREAS, the Common Council adopted the above-entitled Resolution No. 2017-7318 on November 7, 2017, a copy of which is annexed hereto,

WHEREAS, in 2017, a request had been made to extend public water facilities to the subject property and the request was denied pursuant to Resolution No. 2017-7318, with a condition that the property owners of Lot 3 be required to connect to public water within one year of construction of a public water main extended to the property;

WHEREAS, further water extension proposals in the area having been reviewed and considered by the City since that time, though no further action for such public water extension project(s) having occurred up to the date of this Resolution;

WHEREAS, property owner David Gudgeon is currently constructing a home at 5000 W Minnesota Avenue on Lot 3 and the City is currently planning a water main construction project that is anticipated to be constructed within one year of the home obtaining an occupancy permit, making it a hardship for the property owner to either wait on the new water main project or spend significant funds on a private well project to be abandoned soon after installation pursuant to the one year time limit in Resolution No. 2017-7318;

WHEREAS, the Common Council discussed the facts and circumstances pertaining to the aforesaid property and having determined that it is reasonable to modify and extend the one year time for connection time limit requirement to ten years, due to the very unique circumstances applicable to the subject property; and

WHEREAS, the Common Council further determined that a financial deferment per the Municipal Code §207-15K.(2)(c) and related sections be provided to this parcel

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that it being in the best interests of the City for the reasons set forth in the preamble to this Resolution, to amend and that Resolution No. 2017-7318 be and the same is hereby amended to provide that the property owner(s), heirs, successors and assigns, of Lot 3 be required to connect to public water within ten years of the construction of a public water main extended to the property.

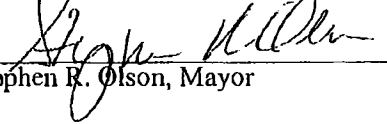
RESOLUTION NO 2022-7818
(Waive Water Extention-5000 W Minnesota)
Page 2

BE IT FURTHER RESOLVED, that a ten year financial deferment be and the same is hereby provided for a public water connection to Lot 3, per the Municipal Code §207-15K (2)(c) and related sections

Introduced at a regular meeting of the Common Council of the City of Franklin the 1st day of February, 2022, by Alderman Wilhelm.

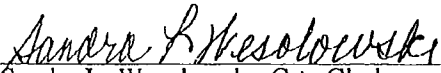
PASSED AND ADOPTED by the Common Council of the City of Franklin on the 1st day of February, 2022.

APPROVED



Stephen R. Olson, Mayor

ATTEST



Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>04-04-22</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Mayoral Commission Appointments</p>	<p>ITEM NUMBER</p> <p>E.</p>

Mayoral appointments:

- (1) Aaron Kapellusch, 8464 S. River Terrace Dr., Ald. Dist. 4, to the Economic Development Commission for a 2 year unexpired term expiring 06/30/23.
- (2) Diane Donohoo, 8836 W. Whispering Oaks Court, Ald. Dist. 2, to the Fire and Police Commission on 05/01/22 for a 5 year term expiring 04/30/27.

COUNCIL ACTION REQUESTED

Motion to confirm the Mayoral appointments: Aaron Kapellusch, 8464 S. River Terrace Dr., Ald. Dist. 4, to the Economic Development Commission for a 2 year unexpired term expiring 06/30/23; and Diane Donohoo, 8836 W. Whispering Oaks Court, Ald. Dist. 2, to the Fire and Police Commission on 05/01/22 for a 5 year term expiring 04/30/27.

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Monday, March 7, 2022 2:52 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Aaron Kapellusch
PhoneNumber:
EmailAddress: aaronkbills@gmail.com
YearsasResident: 1
Alderman:
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: yes
EnvironmentalCommission: yes
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: yes
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Northern Lake Service, Inc.
CompanyAddressJob1: 400 N. Lake Ave Crandon, WI 5
TelephoneJob1: 800-278-1254
StartDateandPositionJob1: 6/2007 -Biz Dev Director
EndDateandPositionJob1: 8/12 Biz Dev Director
CompanyNameJob2: Wausau Chamber of Commerce
AddressJob2: 200 Washington Street #120 Wausau, WI 53440
TelephoneJob2: 715-845-6231
StartDateandPositionJob2: 11/2012 CEO

EndDateandPositionJob2: 5/2016 CEO
CompanyNameJob3: Sebert Landscaping
AddressJob3: 1550 W Bartlett Rd Bartlette, IL 60103
TelephoneJob3: 630-497-1000
StartDateandPositionJob3: 2017- Acting Branch Manager WI
EndDateandPositionJob3: 2019- Regional Manager WI
Signature: Aaron Kapellusch
Date: 3/7/2022
Signature2: Aaron Kapellusch
Date2: Aaron Kapellusch 3/7/2022
Address: 8464 S. River Terrace Dr. Franklin, WI 53132
PriorityListing:
WhyInterested: I am a recovering Chamber CEO and sat on about 10 different Boards/Committees while in Wausau. A lot of it was required in my
DescriptionofDutiesJob1: Grew the environmental lab from being just a WI drinking waster/waterwater compliance lab into a national provider of water testing services including working with over 25% out of the 4200 public water systems in the USA.
DescriptionofDutiesJob2: Responsible for staff of 12 full-time employees. Served on 8 boards, collaborated with many schools in the footprint of the Chamber Collaborate with 8 local Municipalities. Served as Vice-Chair of local incubator Initiated many partnerships
DescriptionofDutiesJob3: Grew two new acquisitions in SE WI. Positioned the company for success in WI market.
AdditionalExperience: I have a business degree with deep experience in running and growing businesses. Started my own landscaping business while in college. Also served as the Secretary of MCDEVCO in Marathon county (County Economic Development Organization) and as the official agent for CWED (regional planning commission). Currently working for a national disaster restoration business.
See Current Results

City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

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 Diane M. Donohoo
Address 8836 W. Whispering Oaks Ct
Phone Number _____
E-Mail diane.donohoo@gmail.com
Length of Time a Franklin Resident 17 years +
Alderman or District Number Wd. 7 Dist. 2

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 checked="" 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 type="checkbox"/> Waste Facilities Monitoring Committee |

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

As a prosecutor with 30 years' experience, I am interested in helping my own community to maintain the highest standard in law enforcement.

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.)

See CV

Company Name:	Address:	Telephone:
Date started:		Starting Position:
Date left:		Position upon leaving:
<u>Description of duties:</u>		

Company Name:	Address:	Telephone:
Date started:		Starting Position:
Date left:		Position upon leaving:
<u>Description of duties:</u>		

Company Name:	Address:	Telephone:
Date started:		Starting Position:
Date left:		Position upon leaving:
<u>Description of duties:</u>		

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.

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: Auton Amherst

Date: 3-14-22



Diane M. Donohoo, J.D.

8836 W. Whispering Oaks Court, Franklin, WI 53132

414.403.3231 – diane.donohoo@gmail.com

SUMMARY

Respected and accomplished trial attorney with 30 years' experience prosecuting sensitive crimes, complex white-collar crime, and traffic, reckless, and intentional homicide cases.

University and technical college lecturer; multi-disciplinary instructor for undergraduate and law students, law enforcement, social services, crime lab experts, and medical personnel.

EDUCATION

Marquette University Law School, J.D., May 1992

Milwaukee County District Attorney's Office internship assignments included research and/or courtroom assistance in *State of Wisconsin v. Jeffrey Dahmer*; and *State v. Charles W. Barkley*. Volunteer law student peer tutor for Evidence I, Civil Procedure II

University of Wisconsin-Madison, B.A., Political Science, Madison, WI 1996 – 1998

University of Wisconsin-Marathon Center, Wausau, WI 1984 – 1985

EXPERIENCE

Assistant District Attorney

Racine County District Attorney's Office, January 2019 – Present

Assigned to felony caseload prosecuting sensitive crimes, homicides, domestic abuse, child pornography, and other cases as assigned.

Assistant District Attorney

Walworth County District Attorney's Office, June 1992 – January 2019

Developed intern program and manual. Responsible for comprehensive training and supervision of all Marquette University and University of Wisconsin law school interns, and University of Wisconsin-Whitewater undergraduate interns.

Lecturer

UW-Whitewater, Political Science Department, 2001 – 2003

Board Certified Instructor

Wisconsin Law Enforcement Standards, 1994 – 1997

Adjunct Instructor

Gateway Technical College, Police Science Program, 1993 – 1997

Special Prosecutor

Racine County District Attorney's Office, May – June 1992

Intern

Milwaukee County District Attorney's Office, 1990 – 1992

Federal Court Judicial Intern-Appellate

Honorable John Coffey, 7th Circuit Court of Appeals, 1991

RELATED TEACHING EXPERIENCE

- Walworth County District Attorney's Office Intern training and manual compilation, ongoing from 1995 to present
- State Prosecutor Education and Training Spring Conference, "*An Afternoon with the Experts (and Diane)*", panel discussion presenter and facilitator with members of the State of Wisconsin Crime Lab, Lake Geneva, Wisconsin, May 2017
- 6th Annual Fabulous Free February Training Event for Law Enforcement Officers, Elkhorn, Wisconsin, February 2017
- Walworth County Department of Health and Human Services, *Effective Courtroom Testimony*, Elkhorn, Wisconsin, November 2016
- Annual Fabulous Free February Training Event for Law Enforcement Officers, Elkhorn, Wisconsin, February 2016
- Law Enforcement Update, Lake Geneva, Wisconsin, May 2015
- Wisconsin District Attorney State Prosecutor Education and Training, New Prosecutor Training, 2015, "*Basic Rules of Evidence*"; "*Preliminary Examinations*"; "*Avoiding Mistrials*", Oshkosh, Wisconsin, April 2015
- 4th Annual Fabulous Free February Training Event for Law Enforcement Officers, Elkhorn, Wisconsin, February 2015
- State Prosecutor Education and Training Fall Conference, "*4th Amendment Violations: How to Use Evidence Even if a Court Has Found a 4th Amendment Violation*", Madison, Wisconsin, November 2014
- National White-Collar Crime Center, Financial Records Examination and Analysis, "*Prosecution Issues and Effective Courtroom Testimony*", Madison, Wisconsin, July 2014
- Law Enforcement Update, Lake Geneva, Wisconsin, May 2014
- 3rd Annual Fabulous Free February Training Event for Law Enforcement Officers, Elkhorn, Wisconsin, February 2014
- 2nd Annual Fabulous Free February Training Event for Law Enforcement Officers, Elkhorn, Wisconsin, February 2013
- State Prosecutor Education and Training, "*The Use of a Defendant's Statement*", Appleton, Wisconsin, November 2012
- Walworth County Law Enforcement Legal Update, "*Domestic Abuse and Concealed Carry*," Elkhorn, Wisconsin, February 2012
- Wisconsin District Attorney State Prosecutor Education and Training, "*But Judge, We Didn't Need a Warrant: A Survey of the Law of Searching, Seizing, Stopping, Standing and Singing*", Middleton, Wisconsin, October 2010
- Wisconsin District Attorney State Prosecutor Education and Training, "*[Dono] Hoo Said It: How to Admit Defendant/Witness Statements*", Elkhart, Wisconsin, November 2008
- Gateway Spring Law Enforcement In-Service, Elkhorn, Wisconsin, February 2007

- Wisconsin District Attorney State Prosecutor Education and Training, *“Rules of Evidence for New Prosecutors,”* Appleton, Wisconsin, January 2007
- Effective Courtroom Testimony Training, Hales Corners, Wisconsin, Fall 2005
- Gateway Spring Law Enforcement In-Service, *“Asset Forfeiture Proceedings,”* Elkhorn, Wisconsin February 2005
- Report Writing and Courtroom Testimony for Emergency Medical Service Providers, Elkhorn, Wisconsin, Spring 2004
- Command Staff Meeting, *“Escape & Bail Jumping Prosecutions,”* Walworth County Jail, Elkhorn, Wisconsin, March 2004
- Gateway Spring Law Enforcement In-Service, *“Search and Seizure; Miranda,”* Elkhorn, Wisconsin February 2004
- Walworth County Law Enforcement In-Service, Juvenile In-Service Training, *“Fifth and Sixth Amendment Right to Counsel: A.K.A. When Can I Interrogate My Suspect?”; “Juvenile Interrogation Procedures”; “Taking a Juvenile into Custody”;* Walworth, Wisconsin, November 2002
- Walworth County Law Enforcement In-Service, *“Automobile Searches and Closed Containers”, “Fifth and Sixth Amendment Right to Counsel”,* Elkhorn, Wisconsin, Spring 2001
- State Prosecutor Education and Training, *“Criminalistics: Practical Considerations in Court”,* Appleton Wisconsin, January 2001
- Walworth County Law Enforcement Training, *“Computer Related Crimes Against Children”,* Elkhorn, Wisconsin, November 2000
- Midwest Gang Investigators 11th Annual Gang Crimes Conference, *“Investigating Gang Crimes: John Doe Investigations”,* Milwaukee, Wisconsin, May 1998
- Law Enforcement In-Service, *“Juvenile Custody Procedures”,* Elkhorn, Wisconsin, April 1998

PUBLICATIONS AND PAPERS

- Wisconsin District Attorney’s Association (WDAA), *Wisconsin Prosecutor’s Domestic Abuse Reference Book* (2012), Section Author & Editor
- STOP Grant Sub-Committee Member, Domestic Abuse Benchbook cards for all Wisconsin Circuit Court Judges and Court Commissioners
- STOP Grant Sub-Committee Member, Sexual Assault/Sex Trafficking Benchbook cards for all Wisconsin Circuit Court Judge and Court Commissioners
- Wisconsin Trooper Magazine, Winter 1996, Vol. 11, No. 4, *“Wisconsin’s New Juvenile Justice Code”*
- Marquette Law Review, Member, 1991-92, Associate Member, 1990-91. *“High Comedy But Inferior Justice: The Aftermath of Grady v. Corbin”,* 75 Marq. L. Rev. 265, Fall 1991, cited with approval by Wisconsin Supreme Court in *State v. Thierfelder*, 174 Wis.2d 213, 220, n. 6, 495 N.W.2d 669, 672, n.6 (1993); *State v. Kurzawa*, 180 Wis.2d 502, 521, n. 10 & 12, 509 N.W.2d 712, 720, n. 10 & 12 (1994)

ONGOING PROFESSIONAL TRAINING

- 2017 Robert F. Boden Lecture, *"International Law and Peace Among Nations"*, Marquette University Law School, Milwaukee, Wisconsin, September 2017
- The Highs & Lows of Drug-Impaired Driving, Brookfield, WI, September 2017
- National Institute for Trial Advocacy/Association of Prosecuting Attorneys Domestic Abuse Supervisory Skills Program, Milwaukee, Wisconsin, June 2017
- National Computer Forensics Institute United States Secret Service, Computer Forensics in Court for Prosecutors Program, Hoover, Alabama, May 2017
- 2017 Hallows Lecture, *"Tough Talk and the Institutional Legitimacy of Our Courts"*, Marquette University Law School, Milwaukee, Wisconsin, March 2017
- National Center for Missing and Exploited Children, Jimmy Ryce Law Enforcement Training Center Child Sex Trafficking: Awareness & Response Training, Milwaukee, Wisconsin, January 2017
- National Center for Missing and Exploited Children, Introduction to Child Sex Trafficking: Awareness & Response, Milwaukee, Wisconsin, Online course, November 2016
- State Prosecutor Education and Training Fall Conference, Appleton, Wisconsin, November 2016
- National White-Collar Crime Center, Advanced Financial Investigations Practical Skills, Utica, New York, April 2016
- State Prosecutor Education and Training Fall Conference, Elkhart Lake, Wisconsin, November 2015
- 2015 Robert F. Boden Lecture, *"Neighborhood Inequality and Public Policy: What Can Milwaukee Learn from Chicago and Boston?"*, Marquette University Law School, Milwaukee Wisconsin, September 2015.
- Vehicular Homicide Training, Appleton Wisconsin, March 2015
- Elder Abuse, Neglect, and Financial Exploitation, Wisconsin Department of Justice State Prosecutor Education and Training Webinar, September 2014
- 2014 Hallows Lecture: *"Screws v. United States and The Birth of Federal Civil Rights Enforcement"*, Marquette University Law School, Milwaukee, Wisconsin, March 2014
- State Prosecutor Education and Training Webinar, Ethics—Special Duties of Prosecutors, December 2013
- National White-Collar Crime Center, Financial Crimes Against Seniors, Richmond, Kentucky, October 2013
- Vehicular Homicide Conference, Brookfield, Wisconsin, September 2013
- Wisconsin Association of Treatment Court Professionals Conference, Appleton, Wisconsin, April 2013
- Wisconsin District Attorney State Prosecutor Education and Training, Elkhart Lake, Wisconsin, November 2011

- Wisconsin Department of Justice, Concealed Carry Regional Workshop, Franklin, Wisconsin, October 2011
- 2011 State Prosecutor Education and Training Pre-Trial Practice Training, Green Lake, Wisconsin, May 2011
- State Prosecutor Education and Training Webinar, Daubert Nuts and Bolts, March 2011
- Regional Domestic Violence Training, Waukesha, Wisconsin, November 2010
- Principled Negotiations for Lasting Solutions, Wisconsin State Public Defender, Milwaukee, Wisconsin, September 2010
- FBI-LEEDA Lifelock Identity Theft Summit, Franklin, Wisconsin, July 2010
- State Prosecutor Education and Training Webinar, Subpoenas for Documents: Practices and Procedures Pursuant to Wis. Stat. 968.135, February 2010
- Wisconsin District Attorney State Prosecutor Education and Training, Elkhart Lake, Wisconsin, November 2009
- Wisconsin Department of Justice 2009 Public Records and Open Meetings Laws Seminar, Milwaukee, Wisconsin, October 2009
- Wisconsin District Attorney State Prosecutor Education and Training, Appleton, Wisconsin, January 2008
- State Prosecutor Education and Training Webinar, Ethics in Tutoring in Prosecuting, November 2007
- Ralph Adam Fine's Win-Your-Trial Program, Milwaukee, Wisconsin, November 2007
- Investigating Domestic Abuse, Law Enforcement's Role in Homicide Prevention and Ending Intergenerational Violence, Elkhorn, Wisconsin, June 2007
- State of Wisconsin State Public Defender, Current Research on Sex Offenders, Madison, Wisconsin, May 2007
- National Law Center for Women and Children, National Law Center Protects Seminar, Chicago, Illinois, April 2007
- State of Wisconsin Department of Justice, Elder Abuse: Undue Influence, The Criminal Justice Response Training, Brookfield, Wisconsin, April 2006
- State Prosecutor Education and Training Webinar, Recording Statements, March 2006
- Wisconsin District Attorney State Prosecutor Education and Training, LaCrosse, Wisconsin, January 2006
- Violence Against Women Act Statewide Planning Meeting, Appleton, Wisconsin, September 2005
- Wisconsin District Attorney State Prosecutor Education and Training, LaCrosse, Wisconsin, January 2005
- National District Attorney's Association, Advanced Techniques in Forensic DNA Evidence, National Advocacy Center, Columbia, South Carolina, May 2004

- State Prosecutor Education and Training WisLine, Impaired Driving Update, March 2004
- Wisconsin District Attorney State Prosecutor Education and Training, Appleton, Wisconsin, January 2004
- National District Attorney's Association, DNA: Witness to the Truth, Columbia, South Carolina, December 2003
- Walworth County Department of Health and Human Services, Bridges Out of Poverty, Elkhorn, Wisconsin, September 2003
- State Prosecutor Education and Training WisLine, Limits of Sexual Assault Nurse Examiner Testimony-Current Challenges & Responses, April 2003
- State Prosecutor Education and Training WisLine, Adoption and Safe Families Act or Bust, March 2003
- State Prosecutor Education and Training Winter Conference, Appleton, Wisconsin, January 2003
- State Prosecutor Education and Training Network, Ethical Issues in Selecting and Communicating with Jurors, November 2002
- Walworth County Department of Health and Human Services, Issues in Sex Offender Treatment, Elkhorn, Wisconsin, November 2002
- Walworth County Department of Health and Human Services, School Violence, Elkhorn, Wisconsin, November 2002
- State Prosecutor Education and Training Network, Prosecuting Parental Abductions, September 2002
- State Prosecutor Education and Training, Appleton, Wisconsin, January 2002
- State Prosecutor Education and Training Network, Ethics and the Media, October 2001
- Children's Hospital of Wisconsin, Child Maltreatment: Front Line Interview Through Successful Prosecution, Brookfield, Wisconsin, September 2001
- Walworth County Department of Health and Human Services, Adoption and Safe Families Act: Implications for Practitioners, Agencies, and the Court, Elkhorn, Wisconsin, January 2001
- State Prosecutor Education and Training Network, Other Acts Evidence Update, December 2000
- The Midwest Regional Children's Advocacy Center Conference on Child Abuse, The Team Challenge, Making a Difference, November 2000
- State Prosecutor Education and Training Network, Criminal Discovery, February 2000
- State Prosecutor Education and Training Network, Truth in Sentencing, January 2000
- Asset Forfeiture Training, US Attorney's Office Eastern District Training, Oak Creek, Wisconsin, October 1999
- National Highway Traffic Safety Administration Standardized Field Sobriety Testing, Town of Delavan, Wisconsin, certification received June 1999

- Wisconsin District Attorney's Association/State Prosecutor Education and Training Summer Conference, Egg Harbor, Wisconsin, June 1999
- State Prosecutor Education and Training Network, Extraditions, January 1999
- Milwaukee County Medical Examiner, 10th Annual Forensic Science Seminar, Milwaukee, Wisconsin, September 1998
- New Prosecutor Course, West Allis, Wisconsin, September 1997
- Wisconsin District Attorney's Association/State Prosecutor Education and Training Summer Conference, Egg Harbor, Wisconsin, June 1997
- Midwest Gang Investigators' Association, Gang Seminar, Dubuque, Iowa, May 1997
- State Prosecutor Education and Training Network, Search & Seizure, April 1997
- State Prosecutor Education and Training Network, Video Gambling, February 1997
- State Prosecutor Education and Training Network, New Criminal Discovery Issues and Full Faith and Credit, November 1996
- Wisconsin Department of Justice, One Voice for Children, Eau Claire, Wisconsin September 1996
- Children's Hospital of Wisconsin, Hot Topics in the Investigation and Prosecution of Child Abuse, Lake Geneva, Wisconsin, April 1996
- Midwest Gang Investigators' Association Seminar, St. Paul, Minnesota, April 1996
- North East Multi-Regional Training, Gang Enforcement Gang Specialist Training, Cary, Illinois, November 1995
- Children's Hospital of Wisconsin, Advanced Topics in Child Sexual Abuse Investigation, Milwaukee, Wisconsin, August 1995
- State Prosecutor Education and Training Summer Conference, Egg Harbor, Wisconsin, June 1995
- State Prosecutor Education and Training Network, The Civil Liability and Immunity of Prosecutors, March 1995
- DNA Training for Prosecutors, Gateway Technical College, Racine, Wisconsin, November 1994
- Midwest Conference on Child Sexual Abuse & Incest, Madison, Wisconsin, October 1994
- Advanced Symposium on Sexual/Physical Abuse of Children, Kenosha, Wisconsin, May 1993, May 1994
- State Prosecutor Education and Training Network, Pandora's Box, Does Parents' Third-Party Consent to Search a Child's Room Extend to the Containers Within, March 1994
- Rock County Conference on Child Maltreatment: A Multidisciplinary Approach, Janesville, Wisconsin, July 1992

AWARDS

- Wisconsin District Attorney's Association Assistant District Attorney of the Year, 2016
- Midwest Gang Investigators' Association, Instructor Award, May 1998
- Joseph J. and Vera J. Zilber Scholar, and scholarship recipient, 1991-1992

- Robert F. and Patricia M. Boden Scholar, and scholarship recipient, 1990-1991
- UW-Marathon Center, Academic Scholar, and scholarship recipient, 1984-1985

MEMBERSHIPS

- Wisconsin State Bar, admitted to practice May 18, 1992
- United States District Court, Eastern District of Wisconsin, admitted to practice May 19, 1992

COMMUNITY SERVICE

- State of Wisconsin, State Courts STOP Grant Advisory Committee, prosecutor member, June 2011-present
- Walworth County Highway Safety Commission, prosecutor member, 2013-2016
- Veteran's Health Coalition, member, 2013-2015
- Walworth Elementary, High & Middle School, "*Bullying, Harassment, Teasing and Inappropriate Touching*", presenter, Walworth, Wisconsin 2004-2012
- Walworth County Sheriff's Department, Camp C.O.P.S and Kids Day Camp, July 2004
- Gateway Alternative High School Informational Lecture, Elkhorn, Wisconsin, March 2004
- Freshmen Harassment and Prevention Training Forum, Walworth, Wisconsin, January 2004
- Career Day Speaker, Brookwood Middle School, Genoa City, Wisconsin, March 2003
- Freshmen Harassment Prevention Training Forum, Walworth, Wisconsin, January 2003
- Community Based Treatment Alternatives for Seriously Disturbed Youth Project Team, December 2002
- Walworth County Children's Court Advisory Board, committee member, 1992-2002
- Freshmen Harassment and Prevention Training Forum, Walworth, Wisconsin, November 2002
- Freshmen Harassment and Prevention Training Forum, Walworth, Wisconsin, April 2001
- University of Wisconsin-Whitewater, Political Science Student Association, Career Night Speaker, Whitewater, Wisconsin April 2001
- City of Whitewater Police Department Citizen's Academy Speaker, Whitewater, Wisconsin, September 1999
- Walworth County Gang Intelligence Team, member, 1995-2000
- Walworth County Dept of Health and Human Services Advisory Board, member, 1992-1996
- Marquette University Law School Student State Bar Liaison to the Judicial Independence Committee, 1990-1991
- Elected Student Government Delegate, University of Wisconsin-Marathon Center, 1984-1985

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE April 4, 2022
REPORTS & RECOMMENDATIONS	A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR THE DEVELOPMENT OF AN APPROXIMATELY 271,753 SQUARE FOOT SPECULATIVE INDUSTRIAL BUILDING AND FOR THE APPROVAL OF A SPECIAL USE FOR OVERNIGHT PARKING FOR VEHICLES EXCEEDING 8,000 POUNDS MANUFACTURED GROSS VEHICLE WEIGHT UPON PROPERTY GENERALLY LOCATED AT WEST OAKWOOD ROAD, THE NORTHWEST 1/4 OF THE PARCEL ADJACENT TO THE FUTURE HICKORY STREET (LOT 1 OF CERTIFIED SURVEY MAP NO. 9362) (BY HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE, APPLICANT, SFT FRANKLIN OAKWOOD, LLC, PROPERTY OWNER)	ITEM NUMBER G.1.

On March 17, 2022, the Plan Commission voted to recommend approval of Special Uses for HSA Commercial Inc., d/b/a HSA Commercial Real Estate., to permit the operation of eCommerce/warehousing and distribution within the approved 271,753-square foot industrial building approved by the Plan Commission on March 3, 2022, and to permit the overnight parking of vehicles exceeding 8,000 pounds manufactured Gross Vehicle Weight, in the area of the site as approved for such vehicles (along the south side of the Lot 1 of Certified Survey Map No. 9362. Subsequent to the Plan Commission vote recommending approval, the Milwaukee County Register of Deeds uploaded the changes to the property maps, such that the Tax Key Numbers for the prior parcel were created and the only number was removed. Therefore, staff updated that attached Resolution reflecting that the property in question is now listed as Tax Key No. 951-9994-002.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2022-_____, imposing conditions and restrictions for the approval of a Special Use for the development of an approximately 271,753-square foot speculative industrial building for operation of an eCommerce/warehousing and distribution use, and approval of a Special Use for overnight parking for vehicles exceeding 8,000 pounds manufactured gross vehicle weight upon property generally located at West Oakwood Road, the northwest ¼ of the parcel adjacent to the future Hickory Street, otherwise known as Lot 1 of Certified Survey Map No. 9362 (HSA Commercial, Inc., d/b/a HSA Commercial Real Estate, applicant).

RESOLUTION NO. 2022-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR THE DEVELOPMENT OF AN APPROXIMATELY 271,753 SQUARE FOOT SPECULATIVE INDUSTRIAL BUILDING AND FOR THE APPROVAL OF A SPECIAL USE FOR OVERNIGHT PARKING FOR VEHICLES EXCEEDING 8,000 POUNDS MANUFACTURED GROSS VEHICLE WEIGHT UPON PROPERTY GENERALLY LOCATED AT WEST OAKWOOD ROAD, THE NORTHWEST 1/4 OF THE PARCEL ADJACENT TO THE FUTURE HICKORY STREET (LOT 1 OF CERTIFIED SURVEY MAP NO. 9362) (BY HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE, APPLICANT, SFT FRANKLIN OAKWOOD, LLC, PROPERTY OWNER)

WHEREAS, HSA Commercial, Inc., d/b/a HSA Commercial Real Estate having petitioned the City of Franklin for the approval of Special Uses within Planned Development District No. 39 (Mixed Use Business Park), to allow for the development of an approximately 271,753 square foot speculative industrial building generally located at West Oakwood Road, at the northwest 1/4 of the parcel adjacent to the future Hickory Street (Lot 1 of Certified Survey Map No. 9362), (eCommerce/warehousing and distribution require a Special Use per Section 15-3.0444BB.3.a.e. of the Unified Development Ordinance) and to allow for overnight parking for vehicles exceeding 8,000 pounds manufactured Gross Vehicle Weight (which requires Special Use approval per Section 15-3.0444B.D.1.a.iii. (Design Standards, addendum to Ordinance No. 2016-2238) of the Unified Development Ordinance), upon property generally located at West Oakwood Road, the northwest 1/4 of the parcel adjacent to the future Hickory Street (Lot 1 of Certified Survey Map No. 9362), zoned Planned Development District No. 39 (Mixed-Use Business Park). The property which is the subject of the application bears Tax Key No. 951-9994-002 and is more particularly described as follows:

Lot 1 of Certified Survey Map No. 9362, recorded November 05, 2021, recorded in the Register of Deeds office for Milwaukee County as Document No. 11183864, located in the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 17th day of March, 2022, and the Plan Commission thereafter having determined to recommend that the proposed Special Uses be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Uses upon

HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE – SPECIAL
USE

RESOLUTION NO. 2022-_____

Page 2

such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that they will not have an undue adverse impact upon adjoining property; that they will not interfere with the development of neighboring property; that they will be served adequately by essential public facilities and services; that they will not cause undue traffic congestion; and that they will not result in damage to property of significant importance to nature, history or the like; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of HSA Commercial, Inc., d/b/a HSA Commercial Real Estate, for the approval of Special Uses for the property particularly described in the preamble to this Resolution, be and the same are hereby approved, subject to the following conditions and restrictions:

1. That these Special Uses are approved only for the use of the subject property by HSA Commercial, Inc., d/b/a HSA Commercial Real Estate, successors and assigns, for an approximately 271,753 square foot speculative industrial building, and for overnight parking for vehicles exceeding 8,000 pounds manufactured Gross Vehicle Weight uses, which shall be developed in substantial compliance with, and operated and maintained by HSA Commercial, Inc., d/b/a HSA Commercial Real Estate, pursuant to those plans City file-stamped February 21, 2022 and annexed hereto and incorporated herein as Exhibit A.
2. HSA Commercial, Inc., d/b/a HSA Commercial Real Estate, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the HSA Commercial, Inc., d/b/a HSA Commercial Real Estate approximately 271,753 square foot speculative industrial building, and overnight parking for vehicles exceeding 8,000 pounds manufactured Gross Vehicle Weight Special Uses, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon the HSA Commercial, Inc.,

HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE – SPECIAL USE

RESOLUTION NO. 2022-_____

Page 3

d/b/a HSA Commercial Real Estate approximately 271,753 square foot speculative industrial building, and overnight parking for vehicles exceeding 8,000 pounds manufactured Gross Vehicle Weight Special Uses for the property generally located at West Oakwood Road, the northwest 1/4 of the parcel adjacent to the future Hickory Street (Lot 1 of Certified Survey Map No. 9362): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

4. The approved location of all overnight vehicle parking shall be restricted to the truck parking spaces located south of the proposed warehouse/office building along the south property line adjacent Outlot 1 of Certified Survey Map No. 9362, and limited in duration to 24-48 continuous hours per vehicle.
5. This Special Use approval shall be contingent on the approval terms and conditions of the Site Plan as approved under Plan Commission Resolution 2022-007.

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

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

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

HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE – SPECIAL
USE

RESOLUTION NO. 2022-_____

Page 4

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of March 17, 2022

Special Use

RECOMMENDATION: City Development Staff recommends the Plan Commission forward a recommendation of approval for the proposed uses, subject to the conditions on the attached draft Resolution.

Property Owner:	SFT Franklin Oakwood LLC (JAMS-4, LLC, as shown on Site Plan Application dated July 26, 2021)
Applicant:	H.S.A. Acquisitions, Inc.
Project Address:	3303 West Oakwood Road (TKN 951-9994-001)
Agents:	Werner H. Brisske, Partners in Design Matthew Carey, Pinnacle Engineering, Inc.
Zoning:	PDD-39 Mixed Use Business Park South 27 th Street Design Overlay
Use of Surrounding Properties:	North: Residential zoned R-2 and R-3 and Ascension Hospital zoned B-7 West: Office/warehouse (under construction) zoned PDD-39 East: Food converting facility (approved) zoned PDD-39 South: Conservancy outlot (as per CSM 9362) zoned PDD-39
Special Use Request:	To authorize use of the subject property as “E-commerce, warehousing and distribution” and authorize “Overnight truck parking of vehicles more than 8,000 pounds Gross Vehicle Weight”.
Staff Planner:	Heath Eddy, AICP, Planning Manager

INTRODUCTION

On July 13, 2021, the applicant submitted applications for a Site Plan and Special Use to develop a single, 271,780 square foot industrial building intended for flexible end users on the northwestern quarter of the parcel identified as Tax Key Number 951-9994-001, which is located in the Business Park section of Planned Development District No. 39 (PDD-39). The development does not currently have tenants. The Site Plan application was just approved by the Plan Commission at the March 3, 2022 meeting.

The applicant’s request for Special Use approval is to accommodate potential future users in the areas of “eCommerce, Distribution, and Warehousing,” along with “Overnight Parking of Vehicles More Than 8,000 Pounds Gross Vehicle Weight.”

PROJECT DESCRIPTION AND ANALYSIS

The proposal is the same as was approved for the applicant on the properties located on Aspen Way, south of this site. Due to various difficulties getting the development work going on that property, the applicant moved the development to this site. In terms of each use, the intensity of the “eCommerce” use is suitable to this location following construction of the Hickory Street segment between Elm Road and Oakwood Road. Truck routing through the Corporate Park runs westbound along Elm Road, then north on the future Hickory Street, then east on Oakwood Road (or south on Hickory Street) then back onto I-94 via the slip ramp. Therefore, this location is suitable for this kind of intensive use.

The overnight parking request is also a replica of the previously approved Special Use on Aspen Way. The applicant’s Site Plan includes 78 truck parking spaces, which are located between the building and the protected woodland area on Outlot 1. In addition, the landscaping along the west edge adjacent Hickory Street should provide additional appropriate buffering against any trucks parked overnight.

UNIFIED DEVELOPMENT ORDINANCE REQUIREMENTS

Special Use and Site Plan Applications are subject to the following provisions of the UDO. Subject to the development conditions of approval, the Special Use and Site Plan shall meet these standards:

- §15-3.0701 General Standards for Special Uses

GENERAL STANDARDS FOR SPECIAL USES (§15-3.0701)

Summary of Standard	Staff’s Finding
1. <i>Harmony with UDO and Comprehensive Plan purposes and intent.</i>	The applicant’s requests are in keeping with the requirements of the UDO, are consistent with the intent of the PDD-39 Ordinance, and consistent with the objectives of the City with respect to this development. The requests are also in keeping with the intent of the South 27 th Street Design Overlay, and consistent with the purpose and intent of the <i>City of Franklin 2025 Comprehensive Master Plan</i> .
2. <i>No Undue Adverse Impact.</i>	The evaluation of “undue adverse impact” can be subjective. In the context of this use, the applicant’s proposal maintains an existing bufferyard of young and mature woodlands on the adjacent Outlot, which should mitigate any noise from idling vehicles located in the parking area. Other uses in the area are commercial, hospitality, service-oriented, or industrial in character, and the proposed uses are designed to fit into this location.
3. <i>No Interference with Surrounding Development.</i>	The approved Site Plan shows a 36-foot façade with up to 2 stories of interior development, consistent with adjacent development of similar uses. The applicant’s requested uses should fit within the context of this development and with adjacent development to the west (Wangard) and east (Saputo). Therefore the proposed use should not interfere or dominate adjacent properties.
4. <i>Adequate Public Facilities.</i>	The proposed development will be served by City water and regional sewer services, and should have ready availability for emergency services, fire, and police protection.
5. <i>No Traffic Congestion.</i>	The proposed development is designed with three access points along Oakwood Road and a single access from Hickory Street. Truck traffic will enter from Hickory Street and exit from the easternmost access on Oakwood Road and travel eastbound to South 27 th Street (STH 241). The other two Oakwood Road accesses are intended for regular vehicular access, but the site is not per-se designed to restrict access. However, staff sees no major impact to traffic in the area.

6. <i>No Destruction of Significant Features.</i>	The proposed design of the site does not impact any protected natural features, as any proposed impact was eliminated with a modification to grading adjacent the Outlot.
7. <i>Compliance with Standards.</i>	The proposed use complies with the requirements of the PDD-39 Mixed-Use Business Park District, and with all other aspects of the UDO, as noted by the Site Plan approval.

STAFF RECOMMENDATION

The Department of City Development staff recommends providing a recommendation of approval for the Special Use requests as discussed and included in the draft Resolution as attached.

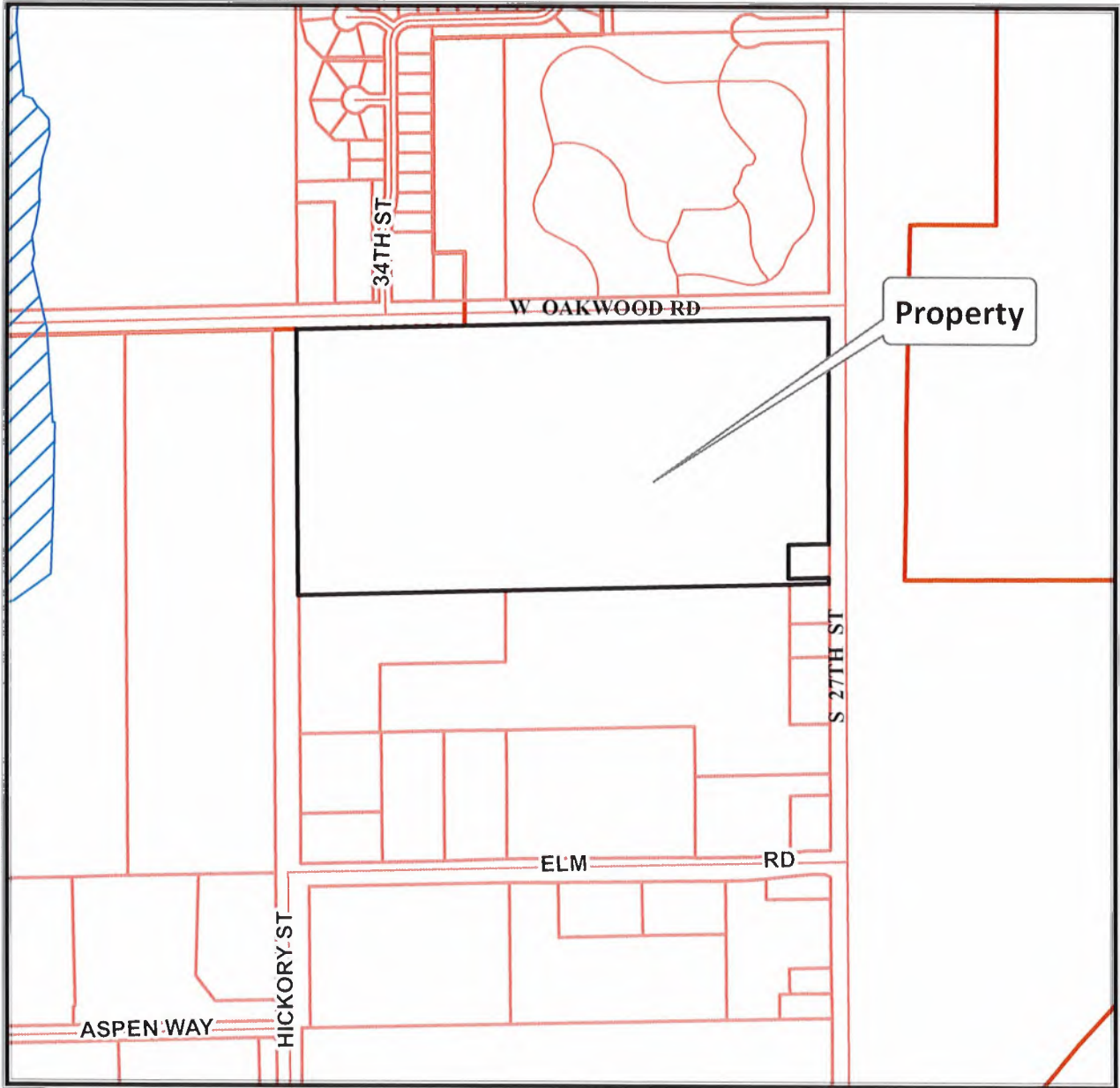


Planning Department
(414) 425-4024



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.

TKN: 951 9994 001



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.





Date of Application: 07.23.21

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION

Complete, accurate and specific information must be entered. Please Print.

<p>Applicant (Full Legal Name[s]): Name: <u>Mark TeGroolenhuis</u> Company: <u>HSA Commercial Real Estate</u> Mailing Address: <u>100 S Wacker Drive, Suite 950</u> City / State: <u>Chicago, IL</u> Zip: <u>60606</u> Phone: <u>312-683-7224</u> Email Address: <u>legrootenhuis@hsacommercial.co</u></p> <p>Project Property Information: Property Address: <u>Future South Hickory Street & West Oakwood Road</u> Property Owner(s): <u>JAMS-4, LLC</u> Mailing Address: <u>10467 S. 27th Street</u> City / State: <u>Franklin, WI</u> Zip: <u>53132</u> Email Address: <u>matt@langdonpartnersre.com</u></p>	<p>Applicant is Represented by: (contact person)(Full Legal Name[s]) Name: <u>Werner H. Briske, AIA</u> Company: <u>Partners in Design</u> Mailing Address: <u>2610 Lake Cook Road</u> City / State: <u>Riverwoods / Illinois</u> Zip: <u>60015</u> Phone: <u>847-940-0300</u> Email Address: <u>wernerb@pldarchitects.com</u></p> <p>Tax Key Nos: <u>9519994001</u> Existing Zoning: <u>Planned Development</u> Existing Use: <u>Unimproved land</u> Proposed Use: <u>Industrial</u> Future Land Use Identification: _____</p>
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*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>

Special Use/Special Use Amendment submittals for review must include and be accompanied by the following:

- This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- Application Filing Fee, payable to City of Franklin:
 - \$1500, New Special Use over 4,000 square feet
 - \$1000 Special Use Amendment
 - \$750, New Special Use under 4,000 square feet
- Legal Description for the subject property (WORD.doc or compatible format).
- One copy of a response to the General Standards, Special Standards (if applicable), and Considerations found in Section 15-3.0701(A), (B), and (C) of the Unified Development Ordinance available at www.franklinwi.gov.
- Seven (7) complete **collated** sets of Application materials to include:
 - One (1) original and six (6) copies of a written Project Summary, including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available.)
 - Three (3) **folded** full size, drawn to scale copies (at least 24" x 36") of the Site Plan/Site Plan Amendment package. (The submittal should include only those plans/items as set forth in Section 17-7.0101, 15-7.0301 and 15-5.0402 of the Unified Development Ordinance that are impacted by the development. (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc.)
 - Four (4) **folded** reduced size (11"x17") copies of the Site Plan/Site Plan Amendment package.
 - One colored copy (11"x17") of the building elevations, if applicable.
 - Three copies of the Natural Resource Protection Plan and report, if applicable (see Section 15-4.0102 & 15-7.0201 of the UDO).
 - Email (or CD ROM) with all plans/submittal materials. Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable).

- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval.

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

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

<p>Signature - Property Owner Name & Title (PRINT) <u>Mark TeGroolenhuis, Manager</u> Date: <u>7/23/21</u></p>	<p>Signature - Applicant Name & Title (PRINT) <u>Werner H. Briske, AIA</u> Date: <u>7/23/21</u></p>
Signature - Property Owner	Signature - Applicant's Representative
Name & Title (PRINT)	Name & Title (PRINT)
Date:	Date:

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 Email: generalplanning@franklinwi.gov



City of Franklin

Phone: (414) 425-4024
 Fax: (414) 427-7691
 Web Site: www.franklinwi.gov

Date of Application: 07.23.21

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION

Complete, accurate and specific information must be entered. Please Print.

Applicant (Full Legal Name[s]):		Applicant is Represented by: (contact person)(Full Legal Name[s])	
Name: <u>Mark TeGrootenhuis</u>		Name: <u>Werner H. Brisske, AIA</u>	
Company: <u>HSA Commercial Real Estate</u>		Company: <u>Partners in Design</u>	
Mailing Address: <u>100 S Wacker Drive, Suite 950</u>		Mailing Address: <u>2610 Lake Cook Road</u>	
City / State: <u>Chicago, IL</u> Zip: <u>60606</u>		City / State: <u>Riverwoods / Illinois</u> Zip: <u>60015</u>	
Phone: <u>312-683-7224</u>		Phone: <u>847-940-0300</u>	
Email Address: <u>tegrootenhuis@hsacommercial.co</u>		Email Address: <u>wernerb@pidarchitects.com</u>	
Project Property Information:		Tax Key Nos: <u>9519994001</u>	
Property Address: <u>Future South Hickory Street & West Oakwood Road</u>		Existing Zoning: <u>Planned Development</u>	
Property Owner(s): <u>JAMS-4, LLC</u>		Existing Use: <u>Unimproved land</u>	
Mailing Address: <u>10467 S. 27th Street</u>		Proposed Use: <u>Industrial</u>	
City / State: <u>Franklin, WI</u> Zip: <u>53132</u>		Future Land Use Identification: _____	
Email Address: <u>matt@langdonpartnersre.com</u>			

*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>

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 - \$1500, New Special Use over 4,000 square feet
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- Legal Description for the subject property (WORD.doc or compatible format).
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 - Four (4) folded reduced size (11"x17") copies of the Site Plan/Site Plan Amendment package.
- One colored copy (11"x17") of the building elevations, if applicable.
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- Email (or CD ROM) with all plans/submittal materials. Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable).

•Upon receipt of a complete submittal, staff review will be conducted within ten business days.

•Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval.

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

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

Marilyn Spencer
 Signature - Property Owner
Marilyn Spencer JAMS 4 Manager
 Name & Title (PRINT)
 Date: 7/23/2021

 Signature - Applicant
 Name & Title (PRINT)
 Date: _____

 Signature - Property Owner
 Name & Title (PRINT)
 Date: _____

 Signature - Applicant's Representative
 Name & Title (PRINT)
 Date: _____

WEST OAKWOOD ROAD DEVELOPMENT – FRANKLIN, WI

PROJECT SUMMARY:

The project development will be located in the proposed Gateway Area district situated along West Oakwood Road. HSA Commercial will be developing a speculative industrial building. The building is situated at the intersection of South Hickory Street and West Oakwood Road. The proposed development will be a Class A industrial development that reflects best in class design standards for the asset class.

The building will be approximately 271,800 square feet. The building will be constructed with load bearing precast concrete painted wall panels and interior steel columns and roof framing. The proposed design for the building includes two primary corner entrances and two secondary entry features each with their own storefront and covered walkways. Additional windows and clerestory windows are provided. The car traffic has been separated from truck traffic for safety purposes. Car parking is in front of the building to the north with access from West Oakwood Road. Truck loading is from the west with access at future South Hickory Street and from the east with a shared truck access drive from West Oakwood Road. The shared access drive will be located between the building and adjacent west site. Two accessible routes will connect the building entrances to West Oakwood Road for pedestrian and bike access. Stormwater detention ponds are located on the west of the site for onsite stormwater management and to provide visual amenities. Our discussions with City staff have revealed that the Natural Resources Protection Plan on file with the city will be adequate for this development proposal.

The estimated project value for the development of the west building and site work is \$20,000,000. The estimated project schedule is to break ground on the buildings in the fourth quarter of 2021 for completion in the third quarter of 2022.

Highlighted sections are new responses to Staff Review Comments 02.11.22.

DIVISION 15-3.0700 SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701 GENERAL STANDARDS FOR SPECIAL USES

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

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

Response: The development will be located in the proposed Gateway Area district situated at the intersection of the future South Hickory Street and West Oakwood Road. HSA Commercial will be developing a Class A speculative industrial building in which Tenants have not yet been identified. To ensure the success of the project in the COVID -19 era, in which businesses are making decisions on locations under rapidly accelerated time frames, the applicant is requesting additional uses to be considered as approved Permitted Uses for the development. The current Gateway area zoning approves Office/Light Industrial Corporate Headquarters use classification as a Permitted Use as well as Indoor Warehouse, Distribution and Storage as a Permitted Accessory Use. The applicant is requesting that business classifications of eCommerce Fulfillment, Warehousing, and Distribution uses are considered Permitted Uses. The proposed development will be a Class A industrial development that reflects best in class design standards for the asset class. The additional approved permitted uses align with the types of businesses that are expanding in the area which will enhance long term property value and maximize assessed property increment to help support TID 4.

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

Response: The proposed development site is situated next to the future South Hickory Street on the west and West Oakwood Road to the north. The development is bordered by a pond and wooded area to the south. On the east, the development is adjacent a similar future office/industrial use. All employee, vendor and logistics access will be directed to the south side of the property. West Oakwood Road is already a commercial grade road.

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

district regulations.

Response: The development is within the Gateway Area which is a Business/Industrial Park in nature and consistent with other uses in this proposed park.

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

Response: The development will be adequately serviced by all existing public utilities, infrastructure, and services.

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

Response: The development is at the intersection of the future South Hickory Street and West Oakwood Road. There should be no reason for traffic from the development to funnel into residential neighborhoods in the area.

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

Response: The proposed development will be located on an unimproved site within the Gateway Area district. The proposed development will have on-site detention ponds helping to blend into the natural environment and will offer prospective tenants nature-based amenities that will help attract growing businesses to the area.

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

As part of our application and this submittal, we are requesting some exceptions to the applicable design standards. The requested exceptions are in blue text below. We are also identifying areas where we exceed the design standards – these are in green text.

PDD No. 39 Design Standards, Section 15-3.0444A.D. Gateway Area Design Standards

Item 3b. Central Areas/Features required. Each development which contains a building over forty-thousand (40,000) square feet in area shall provide central area(s) or feature(s) such as a patio/seating area, pedestrian plaza with benches, outdoor playground area, water feature, and/or other such deliberately designated areas or focal points that adequately enhance the development or community. All such area shall be openly accessible to the public, connected

to the public and private sidewalk system, designed with materials compatible with the building and remainder of the site, and maintained over the life of the building and project.

Request: We have located stormwater detention ponds at the intersection of the future South Hickory Street on the west and West Oakwood Road to provide a water feature visible from the public way. The ponds also act as a buffer to the building. Each building entrance features architectural walkway protection at the parking lot leading to a covered entry plaza with a bench. However, the intended uses for the building are not “public” in nature and amenities such as a playground area are inappropriate.

Item 4a.i. All principal buildings shall be multi-story and exhibit quality architectural design. Corner building shall also serve as landmarks with distinctive architectural character, including such features as towers, rounded walls, recessed entries, or other unique features.

Request: We have created large glazed openings at the corners of the building with clerestory windows above. This provides the ability of a future tenant to build a two-story office while also providing the look of a multi-story building from initial construction. We have also provided architectural covered walkways and large canopies at our four building entries.

Item 4a.iii. Brick and stone are preferred primary materials for the solid (non-window) portion of the new buildings or additions.

Request: Articulated, painted precast concrete wall panels are utilized for the exterior walls of the building. This is the industry standard for a Class A building of this type. In addition, we are calling for the use of a stone pattern form liner on the lower 10'-6" of a great deal of the walls facing West Oakwood Road. Finally, our arcaded covered walkway piers are further upgraded to a stone masonry. No concrete masonry units or EIFS is used in the buildings.

Item 4a.xi. Commercial buildings shall have at least 60% of their ground floor front elevations with transparent windows.

Request: We have created large glazed openings at the corners of the building and at the two center entries with clerestory windows above. Additional larger individual windows are provided along the front elevation. The proposed design provides 30.7% glazing on the north elevation and 8.6% on the west elevation. Providing 60% glazing at the front elevation is not desired or typically provided for a Class A building of this type.

Item 5. All signs must be in accordance with the Municipal Code, as amended, approved by the Plan Commission, and be subject to issuance of a Sign Permit through the Inspection Department. On-site directional signage may be allowed in any area needed to control traffic or parking provided such signage has received approval from the Department of City Development.

Request: We request a waiver of the Plan Commission review of the proposed signs for the site and defer the review and approval to the Department of City Development under a Sign Permit Application. We note that the PDD-39 prohibits Wall Signs.

Item 7. Supplemental Design Guidelines. It is intended that the *applicable* design guidelines set forth in South 27th Street Corridor Plan, and the *applicable* design standards in the South 27th Street Design Overlay District, be utilized - *as a supplemental guide* - to the mandatory

design standards set forth elsewhere in this Ordinance pertaining to the Business Park Area portion of the Planned Development District No. 39. The purpose of these supplemental guidelines are to serve as general recommendations to further encourage good quality design in new building and site design, which in turn will support an attractive, interesting, safe, and sustainable District. It is also intended that these supplemental guidelines serve as the supplemental design elements or improvements to be incorporated into any project which requires compensation for any waiver of the additional design standard as set forth in this Ordinance. In particular, it is *encouraged* that the design standards, set forth in Section 15-3.0355B and Section 15-3.0355C of South 27th Street Design Overlay District *be considered*.

Response: The intent as identified in bold text above is noted to encourage considering use of the Supplemental Design Guidelines where applicable, as a supplemental guide. In line with our intent to provide an industrial building which is aesthetically pleasing and appropriate for its use and location in the business park, the following indicates how the proposed design relates to these encouraged guidelines.

Village of Franklin Zoning, Chapter UDO, Part 3, Division 15-3.0350, Section 15-3.0351 – South 27th Street Design Overlay District

15-3.0352.A. Parking required and Location Regulated. Not more than 50% of the off-street parking spaces shall be located directly between the front façade of the building and the public street, unless additional buildings in the overall development are or will be located between the main building and the public street. Such additional buildings must be sufficient in size, location, and number to provide an effective visual break between the public street and the parking lot.

Request: The speculative nature of this building is intended to be extremely flexible to meet needs of potential companies searching for a facility of this type. The goal is to separate the car traffic from truck traffic for safety purposes through primary employee and visitor car parking located in parking lot on the north side of the building while any truck maneuvering being confined to the south sides of the buildings. The flexible nature of this site plan features pavement areas on the south side of the building to be stripped as additional car parking almost equivalent to that provided on the north. It is our opinion that our site planning for flexibility with this potential parking achieves the spirit of locating 50% of the parking behind the building. Enhanced landscaping beyond the minimum requirements is being provided between the car parking and adjacent public ways.

Provided: The proposed design provides large entrance canopies and architectural walkway protection at each of the proposed tenant entrances to accent the entries and provide rain cover while the pedestrian enters the building. The weather protection extends 89' beyond the minimum 30' required at the corner entrances and 38' beyond the minimum 30' required at the center entries.

15-3.0352.B. Number of Parking Spaces Limited. Parking lots in which the number of spaces significantly exceeds the minimum number of parking spaces required under 15-5.0203 are not permitted.

Request: The minimum required parking spaces under the UDO 15-5.0203 section is 136 per the staff comments. We are requesting 201 car parking spaces. This is a speculative

development and actual parking needs will vary with the prospective tenants. This parking ratio is consistent with the other similar developments and necessary for marketability.

15-3.0353.G. Central Areas/Features. Each development which contains a building over 50,000 square feet in area shall provide central area(s) or feature(s) such as a patio/seating area, pedestrian plaza with benches, outdoor playground area, water feature, and/or other such deliberately designated areas or focal points that adequately enhance the development or community. All such areas shall be openly accessible to the public, connected to the public and private sidewalk system, designed with materials compatible with the building and remainder of the site, and maintained over the life of the building and project.

Request: We request a waiver for this requirement. The proposed design does not include any specific central area/feature as these are not typical for buildings of this type. However, we have located our stormwater detention pond at the intersection of the future South Hickory Street and West Oakwood Road to act as water feature visible from the public way. We have also provided architectural covered walkways and benches at our four building entries.

15-3.0355.A. Building Character and Design.

3. Brick, stone and terra-cotta are preferred primary materials for new buildings or additions.

Request: See our response under PDD-39, item 4.a.iii above and UDO, section 15-3.0355.B.3.b below.

4. The use of false brick or other “faux” sidings is discouraged.

Request: See our response under PDD-39, item 4.a.iii above and UDO, section 15-3.0355.B.3.b below.

6. Painting of brick and stone is discouraged.

Request: See our response under PDD-39, item 4.a.iii above and UDO, section 15-3.0355.B.3.b below.

10. Multi-story buildings that allow for a mix of retail, office or residential uses are preferred.

Request: The development is within the Gateway Area which is a Business/Industrial Park in nature and consistent with other uses in this proposed park. The speculative nature of this building is intended to be extremely flexible to meet needs of potential companies searching for a facility of this type. Facilities of this type are typically one story. Our two-story glazed corner entry design does allow for a tenant to construct a two-story office or two-story space.

15-3.0355.B.3.b. Exterior building materials shall convey an impression of durability. Materials such as masonry, stone, stucco, and wood are encouraged. Metal is not allowed as the primary exterior building material, though it may be used for accents including awnings.

Request: As also stated in response to Item 4a.iii. in the PDD No. 39 above, articulated, painted precast concrete wall panels are utilized for the exterior walls of the building. This is the industry standard for a Class A building of this type. Metal and stone masonry accents are incorporated into our design.

15-3.0355.B.5.a. Decorative devices – such as molding, entablature, and friezes – are expected at the roofline. Where such ornamentation is present in the form of a linear molding or board, the band must be at least eight inches wide.

Request: The proposed design includes a simple color coordinated metal coping at the top of the wall.

15-3.0355.B.6. Change in Relief of Building. Buildings must include changes in relief on at least 10% of their primary façade for pedestrian interest and scale. Relief changes include cornices, bases, fenestration, fluted masonry, or other treatments.

Provided: The proposed design provides façade articulation in the form of precast recesses and projections at the entrance areas for a total of 25.9% of the building's north facade. In addition, there are grade level windows, clerestory windows and paint changes to provide further visual interest/relief. Approximately 20.5% of the north elevation, the bottom 10'-6" of the building, incorporates 'stone' form liner to provide additional texture to the building. In addition, we are providing a stone pier arcade with articulated covered walkways leading to entry canopies across 37% of the north façade.

15-3.0355.B.7.a. Windows which allow views to the interior activity or display areas are expected. Windows shall include sills at the bottom and pediments at the top. Glass curtain walls, reflective glass, and painted or darkly tinted glass shall not be used.

Request: The glazing at these buildings will typically be to office areas that are part of the overall function of the tenant's operations. These are not typically retail or showroom display areas as seem to be intended by the language in the standards.

15-3.0355.C.5 Building Design. The building exterior shall be unified in design throughout the structure, and shall complement other buildings in the vicinity. The building shall employ varying building setbacks, height, roof treatments, door and window openings, and other structural and decorative elements to reduce apparent size and scale. A minimum of 20% of all the combined facades of the structure shall employ actual façade protrusions or recesses. A minimum of 20% of all of the combined linear roof eave or parapet lines of the structure shall employ differences in height, with such differences being six feet or more as measured eave to eave or parapet to parapet for buildings over 50,000 square feet. Roofs with particular slopes may be required by the City to complement existing buildings or otherwise establish a particular aesthetic objective. Ground floor facades that face and are on properties that are in any part within 100 feet of public streets shall have arcades, display windows, entry areas, awnings, or other such features along no less than 50% of their horizontal length. The integration of windows into building design is strongly encouraged.

Request: We request a waiver for the technical aspects of this requirement. However, we feel the design does meet the intent of the requirement. As noted in response to 15-3.0355.B.6 above, the proposed design provides façade articulation in the form of precast recesses and projections at the entrance areas for a total of 15.9% of all combined facades and 37% of the north facade is articulated with arcades and canopies. The proposed design also provides varying parapet heights at the entrance areas with a combined percentage of varied parapet being 14% of all the combined linear parapets. The proposed elevations indicate the relative heights to vary from 2'-3" to 4'-3". An accent paint scheme and additional glazing are used to further accentuate the entrance areas. These recesses, projections and elevation changes are appropriate for the visual impact of the entrances

and the proportions of each element. As stated previously, the proposed design also provides large entrance canopies and architectural walkway protection at each of the proposed tenant entrances to accent the entries and provide rain cover while the pedestrian enters the building.

15-3.0355.C.6 Building Entrances. Public building entryways shall be clearly defined and highly visible on the building exterior design, and shall be emphasized by on-site traffic flow patterns. Two or more of the following design features shall be incorporated into all public building entryways: canopies or porticos, overhangs, projections, arcades, peaked roof forms, arches, outdoor patios, display windows, distinct architectural details. Unless exempted by the Plan Commission all sides of the building that directly face or abut a public street or public parking area shall have at least one public entrance, except that the City shall not require building entrances on more than two sides of any building.

Request: The proposed design includes a canopy element in front of the future South Hickory Street although the main entry is on the north side of the building.

15-3.0355.C.8 Modest building setbacks are encouraged. Where buildings are proposed to be distant from a public street, the overall development design shall include smaller buildings on pads or outlots closer to the street.

Request: We request a waiver from this requirement. The building setback on the north to allow space for employee / visitor parking and provide separation between car and truck traffic.

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

Response: The applicant is requesting that business classifications of eCommerce Fulfillment, Warehousing, and Distribution uses be considered Permitted Uses, which may be approved by the Zoning Administrator, and not subject to the requirements of Section 15-3.0702 and 15-3.0703.

- C. Considerations.** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:
- 1. Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Response: The proposed Class A development will be attractive to many different types of industrial operations who will be looking to capitalize on the access that West Oakwood Road provides to Interstate 94. The development will be a catalyst project for TID 4 which will establish immediate assessed property value increment.

- 2. Alternative Locations.** Whether and to what extent such public goals can be met by the location

of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

Response: The proposed Class A development site presents an optimal site plan layout which is inclusive of all of the amenities that progressive industrial tenants are searching for. The site is located in the Gateway Area District section of TID 4 which allows the community of Franklin to attract immediate investment and increment, while preserving future development sites closer to the 27th Street corridor for signature corporate headquarter developments.

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

Response: The proposed Class A development promotes maximum density development which maximizes the per acre assessed value of land in the community. HSA Commercial was drawn to the natural features of the community of Franklin and they have long been a proponent of creating sustainable long-term development that protects the environment. Maximum per acre development ensures that the community maximizes property value while also protecting its natural resources. The opportunity to leverage the natural environment surrounding the development as part of necessary greenspace requirements will ensure that the community of Franklin will experience both a development that blends into the environment and a development that immediately provides a return on investment to the community in TID 4.

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

Response: The proposed development will be the first Class A development in the Gateway Area district and it will set the bar for the continuing development of properties along the West Oakwood Road corridor.



WEST OAKWOOD ROAD DEVELOPMENT

FUTURE SOUTH HICKORY STREET & WEST OAKWOOD ROAD, FRANKLIN, WI

SITE AND BUILDING PLAN REVIEW



PROJECT DATA

APPLICABLE CODES:

INTERNATIONAL BUILDING CODE - AS IS NOTED BY THE BUILDING DEPARTMENT, DATED 2015 (WITH 2018 PERMITS)

PROJECT CLASSIFICATION:

THREE (3) UNDEVELOPED UNIMPROVED AREAS BEING

1. (1) INDUSTRIAL (MANUFACTURING)

2. (1) INDUSTRIAL (WAREHOUSE)

3. (1) INDUSTRIAL (OFFICE)

CONSTRUCTION JURISDICTION:

TYPE III - UNIMPROVED WITH AUTOMATIC PERMITTING SYSTEM

BUILDING AREA: 13,900 SF

GENERAL NOTES

1. SEE NOT SCALE DRAWINGS

2. CONDITIONS SHALL BE AS SHOWN AND SHOWN THROUGHOUT THE SITE PLAN, ALL CONDITIONS AND DIMENSIONS

3. EACH CONTRACTOR SHALL REVIEW COMPLETE PLANS FOR RELATED WORK

4. ALL WORK SHALL BE IN ACCORDANCE WITH STATE AND LOCAL CODES FOR RESPECTIVE TRADES

SHEET INDEX

000 TITLE SHEET

C-1 CONCRETE FOUNDATION

C-2 CONCRETE FOUNDATION

C-3 SITE DIMENSIONS, FINISH FLOOR

C-4 FINISH FLOOR

C-5 FINISH FLOOR

C-6 FINISH FLOOR

C-7 CONSTRUCTION DETAILS

C-8 CONSTRUCTION DETAILS

C-9 CONSTRUCTION DETAILS

C-10 CONSTRUCTION DETAILS

LANDSCAPE

L-1 LANDSCAPE OVERVIEW

L-2 LANDSCAPE PLAN

L-3 LANDSCAPE PLAN

L-4 LANDSCAPE PLAN

L-5 LANDSCAPE PLAN

L-6 LANDSCAPE PLAN

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L-100 LANDSCAPE PLAN

CLIENT:

WEST OAKWOOD ROAD, LLC

1500 WEST OAKWOOD ROAD

WEST OAKWOOD ROAD, WI

ATTN: JIM BOBROW

ARCHITECT:

Partners in Design

1500 WEST OAKWOOD ROAD

WEST OAKWOOD ROAD, WI

ATTN: JIM BOBROW

CHAD W. VESTER, AIA

CIVIL & LANDSCAPE ENGINEER:

FRANKLIN ENGINEERING GROUP

1500 WEST OAKWOOD ROAD

WEST OAKWOOD ROAD, WI

ATTN: JIM BOBROW

CHAD W. VESTER, AIA

SITE LIGHTING:

FRANKLIN ENGINEERING GROUP

1500 WEST OAKWOOD ROAD

WEST OAKWOOD ROAD, WI

ATTN: JIM BOBROW

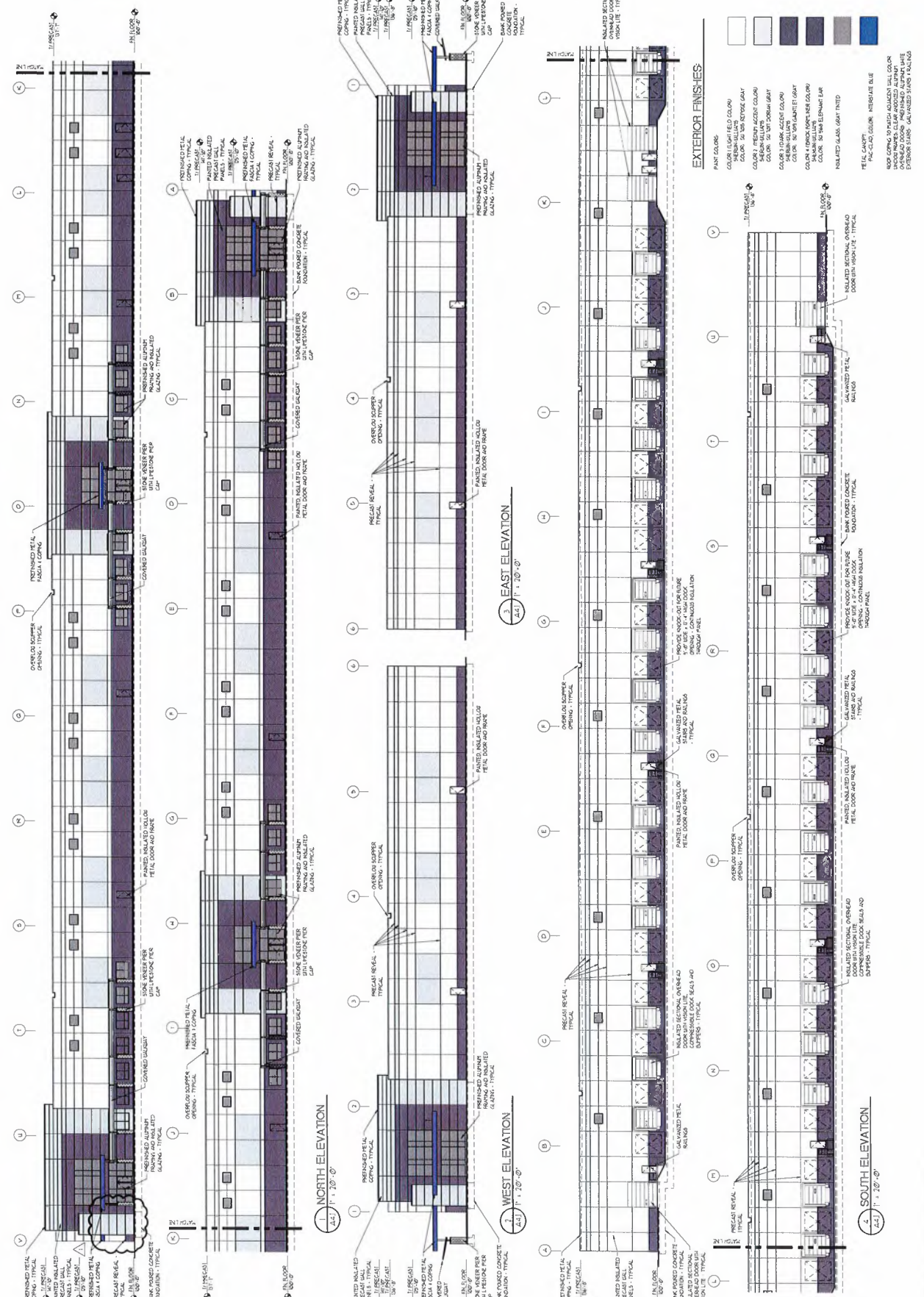
CHAD W. VESTER, AIA



WEST OAKWOOD ROAD
DEVELOPMENT
PROJECT NUMBER: 715.21.103

SITE PLAN REVIEW
ISSUE DATE: 07.23.21
REVISION DATE: 02.15.22





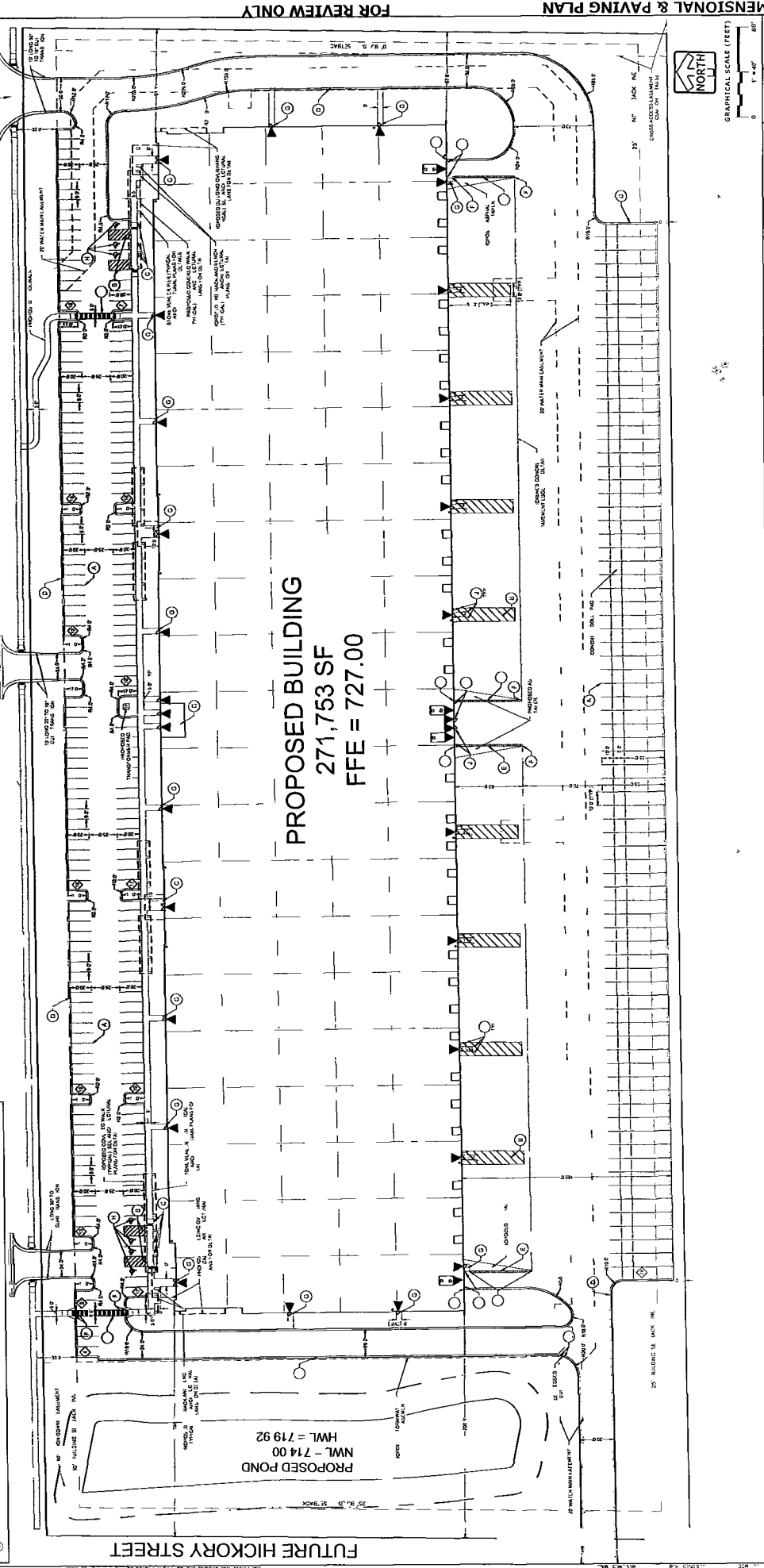
FOR ALL IMPROVEMENTS WITHIN OAKWOOD ROAD ROW (INCLUDING DRIVEWAYS AND SIDEWALK) REFER TO SEPARATE SHEETS

SEE SHEET C-17 FOR SITE/PAVING SPECIFICATIONS

SITE DATA TABLE	
78	13.05 AC (658,871 S.F.)
TRAILER SPACES:	PROPOSED IMPERVIOUS AREA
17.4 AC (730,877 S.F.)	13.05 AC (658,871 S.F.)
6.24 AC (371,793 S.F.)	GREEN SPACE
0.3 SPACES/1000 S.F. GPA	66.2% (25.4 AC) WITH OUTLOT 1
291 (7 A.D.-A)	LANDSCAPE SURFACE AREA
	ZONING:
	POD 29 BUSINESS PARK

LEGEND	
1	18" CURB & GUTTER (SEE DETAIL)
2	18" REVERSE CURB & GUTTER (SEE DETAIL)
3	TAPER CURB HEAD (SEE DETAIL)
4	BUILDING DOOR SLAB (2% MAX SLOPE WITHIN 6-FT OF DRIVE IN OR MAN HOOD)
5	ADA STALL INDICATOR
6	PAINTED CROSS WALK
7	DOOR SWELL (SEE ARCHITECTURAL PLANS FOR DETAILS)
8	PARKING COUNT (FOR INFORMATION ONLY - NOT TO BE PAINTED)
9	OVERHEAD DOOR
10	CONCRETE SIDEWALK
11	4" SOLID WHITE STRIPE
12	DIAGONAL 45° SPACED 2" O.C.
13	ADA PARKING STALL STORAGE (SEE DETAIL)

PROPOSED POND
NWL - 714.00
HWL = 719.92

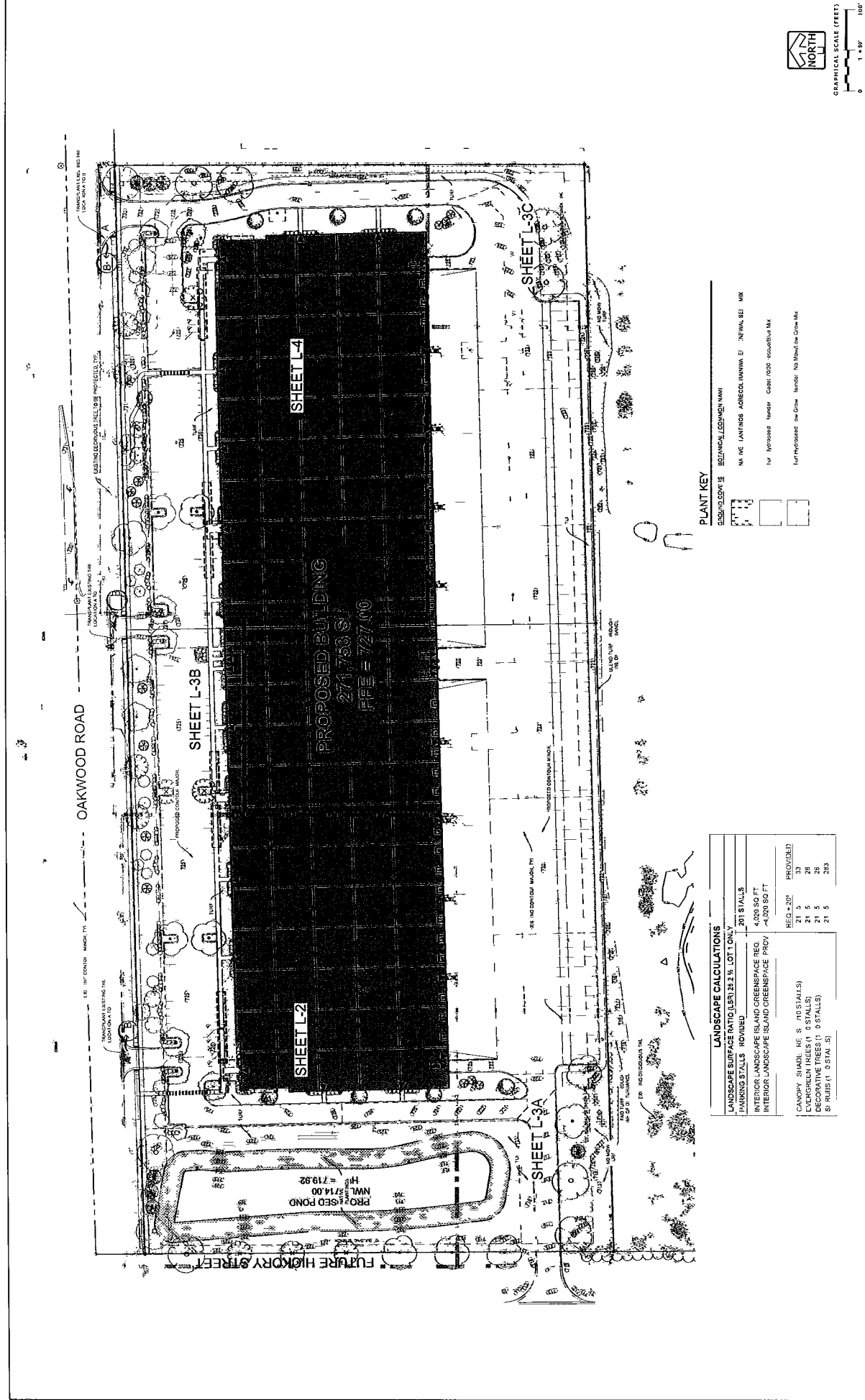


PROPOSED BUILDING
271,753 SF
FFE = 727.00

PLAN DESIGN DELIVER PINNACLE ENGINEERING GROUP 4501 W. 25th St. Waukegan, IL 60087 TEL: 847.321.1100 FAX: 847.321.1101 WWW.PINNACLEENGR.COM	WEST OAKWOOD ROAD DEVELOPMENT - WEST FRANKLIN, WI	SITE DIMENSIONAL & PAVING PLAN	REVISIONS 1. ADDRESS CITY COMMENTS - 8/24/22 2. ADDRESS CITY COMMENTS - 8/24/22
			SHEET C-3 C-22

GRAPHICAL SCALE (FEET)
0 10 20 30 40 50 60 70 80 90 100
1" = 40'

NORTH



GRAPHICAL SCALE (FEET)

1" = 40'

0 50 100

SHEET L-1 L-6

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

DATE: 12/22/2023

PROJECT: WEST OAKWOOD ROAD DEVELOPMENT - WEST FRANKLIN, WI

REVISIONS

NO.	DATE	DESCRIPTION
1.	01/04/23	ADDRESS/CITY COMMENTS - 02/22/23
2.	02/22/23	ADDRESS/CITY COMMENTS - 02/22/23

LANDSCAPE OVERVIEW

WEST OAKWOOD ROAD DEVELOPMENT - WEST FRANKLIN, WI

PLAN / DESIGN / DELIVER

PROJECT: WEST OAKWOOD ROAD DEVELOPMENT - WEST FRANKLIN, WI

DATE: 12/22/2023

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

PINNACLE ENGINEERING GROUP

1000 W. PEARSON WAY, SUITE 200, FRANKLIN, WI 53128

TEL: 414.255.1100 FAX: 414.255.1101

WWW.PINNACLEENR.COM

PLANT KEY

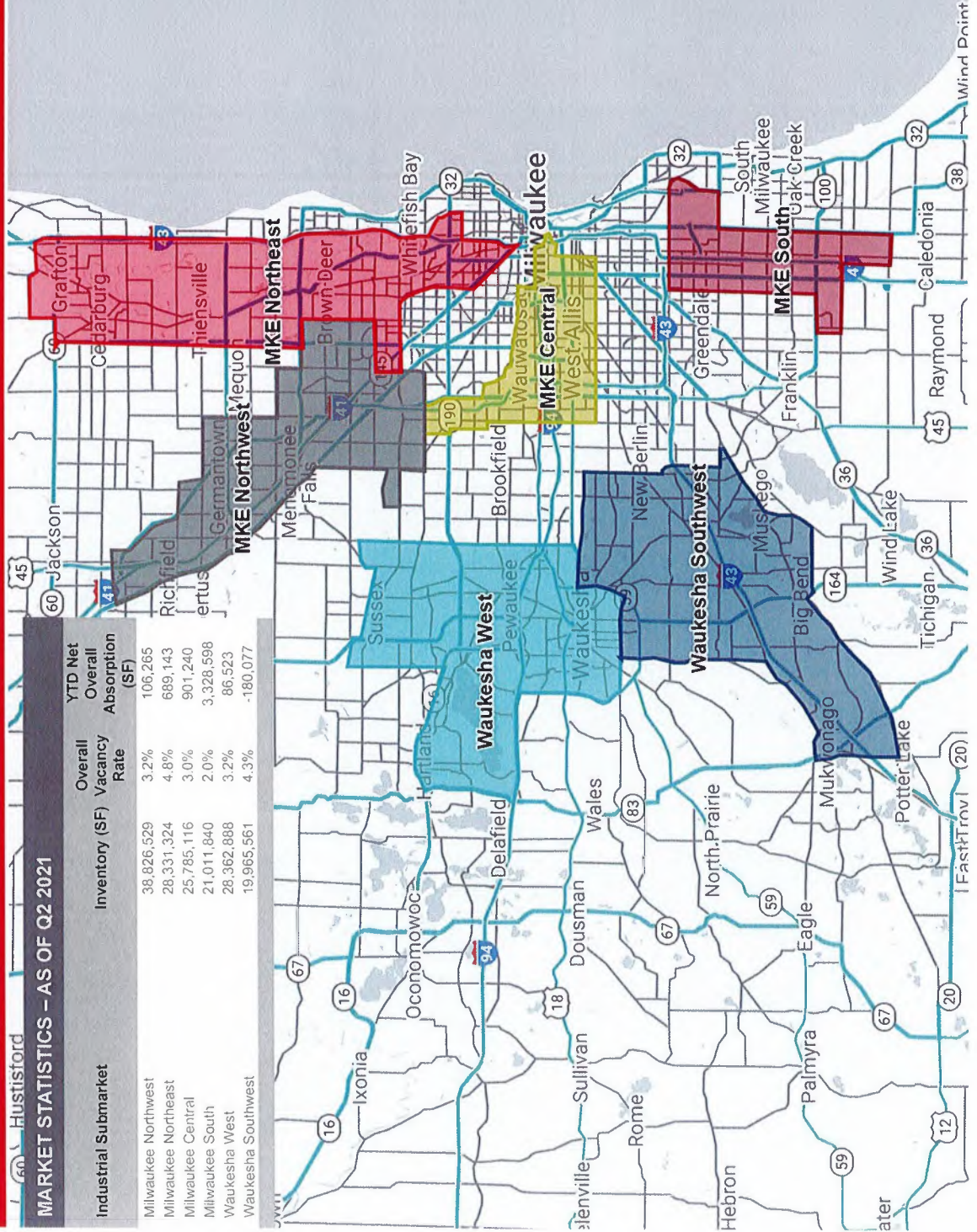
SYMBOL	DESCRIPTION
(Symbol)	SEE LANDSCAPE OVERVIEW SHEET L-1
(Symbol)	MAINTENANCE PLANTING - SEE LANDSCAPE OVERVIEW SHEET L-1
(Symbol)	PLANTING TO BE PROVIDED BY OTHER - SEE LANDSCAPE OVERVIEW SHEET L-1
(Symbol)	PLANTING TO BE PROVIDED BY OTHER - SEE LANDSCAPE OVERVIEW SHEET L-1

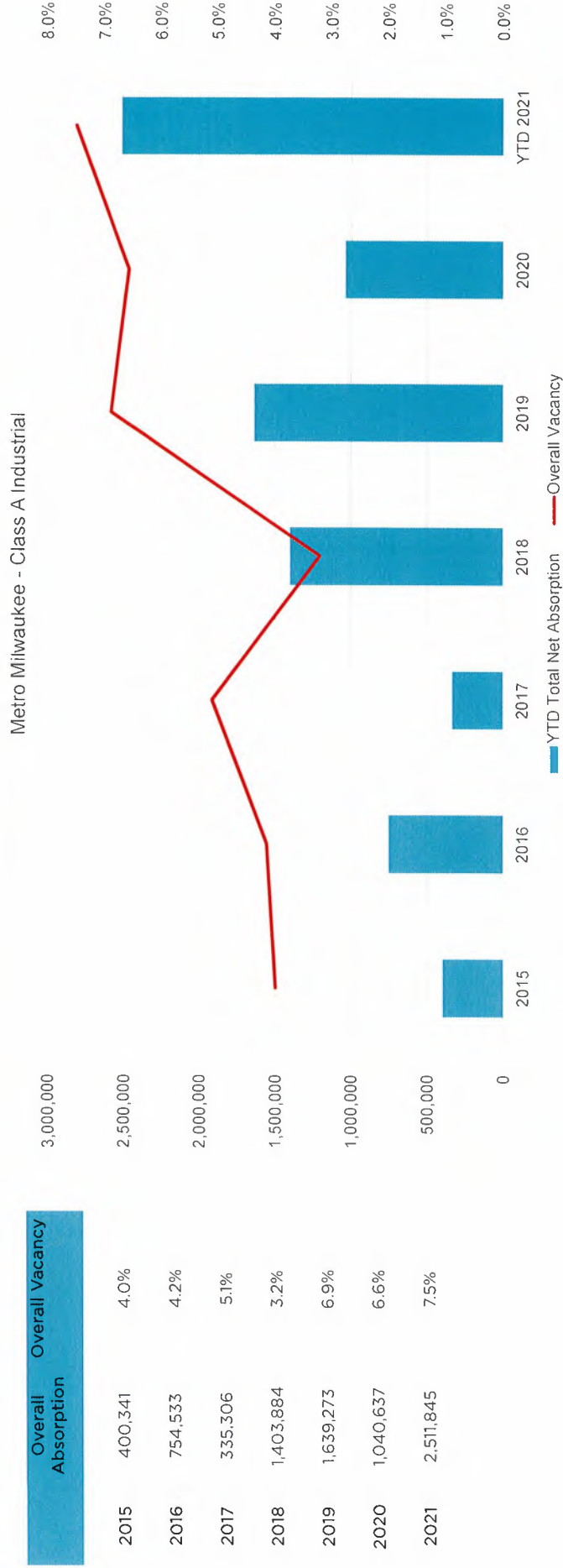
LANDSCAPE CALCULATIONS

LANDSCAPE SURFACE AREA (SQ FT)	LANDSCAPE SURFACE RATIO (SER) 21.2% LOT 1 ONLY	201 STALLS
4,000 SQ FT	4,000 SQ FT	4,000 SQ FT
INTERIOR LANDSCAPE ISLAND GREENSPACE REQ.	PROV	
INTERIOR LANDSCAPE ISLAND GREENSPACE	PROV	
CANOPY (SHRUBS (1.0 STALLS))	21.5	28
EVENGREEN TREES (1.0 STALLS)	21.5	28
DECORATIVE TREES (1.0 STALLS)	21.5	28
SIRIUS (1.0 STALLS)	21.5	28

MARKET STATISTICS - AS OF Q2 2021

Industrial Submarket	Inventory (SF)	Overall Vacancy Rate	YTD Net Overall Absorption (SF)
Milwaukee Northwest	38,826,529	3.2%	106,265
Milwaukee Northeast	28,331,324	4.8%	689,143
Milwaukee Central	25,785,116	3.0%	901,240
Milwaukee South	21,011,840	2.0%	3,328,598
Waukesha West	28,362,888	3.2%	86,523
Waukesha Southwest	19,965,561	4.3%	-180,077





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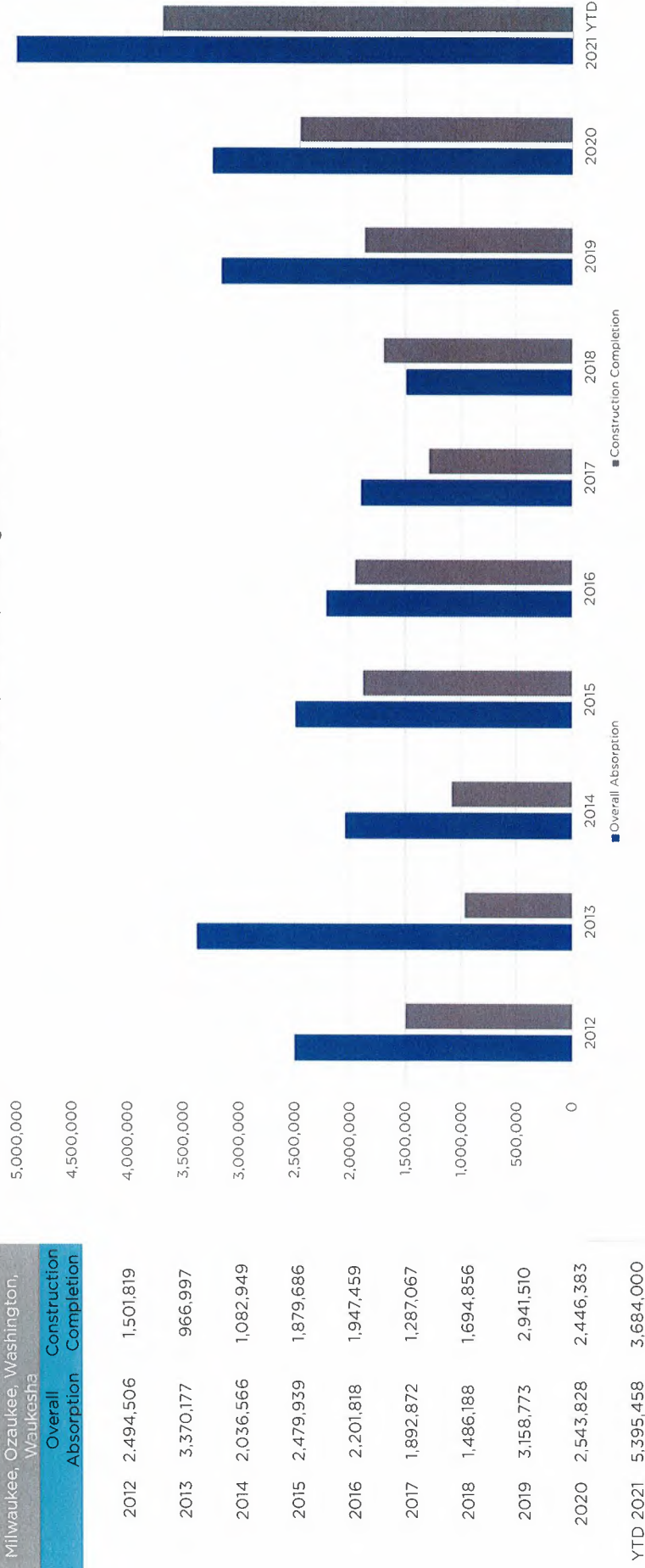
Metro Milwaukee Class B Industrial



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Milwaukee, Ozaukee, Washington, Waukesha	Overall Absorption	Construction Completion
--	--------------------	-------------------------

Milwaukee, Ozaukee, Washington & Waukesha Counties

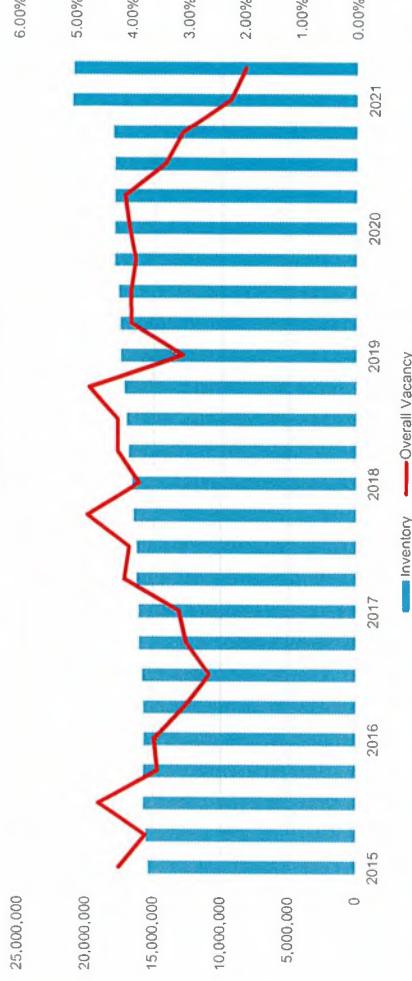


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MARKET STATISTICS – AS OF Q2 2021

Industrial Submarket	# of Buildings	Inventory (SF)	Overall Vacancy Rate	YTD Net Overall Absorption (SF)
Total Milwaukee South Industrial Submarket	266	21,011,840	2.0%	3,328,598
Class A - Investor	34	7,262,850	2.1%	2,770,472
Class B - Investor	74	5,844,041	2.0%	97,966
Flex - Investor	24	776,619	11.1%	29,800

Milwaukee South Industrial Submarket



DEVELOPER CONSTRUCTION ACTIVITY – LAST 12 MONTHS

Project	Building SF	Completion	Comments
Ryan Business Park, Oak Creek	2,600,000	Q4 2020	100% Leased
Dickman III – 10650 Oakview Parkway, Oak Creek	110,000	Q4 2020	38% Leased
HSA – 610 W Rawson Avenue, Oak Creek	180,178	Q4 2019	39% Leased
Secified Industrial Properties – Spec – 9705 S Oakwood, Oak Creek	88,309	Q4 2019	100% Vacant
St. John Properties – 2 Spec Buildings – 140 E Rawson, Oak Creek	93,680	Q4 2019	Flex – 82% Vacant
HSA -102 W Oakview Parkway, Oak Creek	132,000	Q2 2019	100% Leased

UNDER CONSTRUCTION

HSA Pennsylvania, Cudahy	125,000	Q4 2021 delivery
Dickman IV – OakView Parkway, Oak Creek	157,000	Q4 2021 delivery
PROPOSED		
HSA III – OakView Parkway, Oak Creek	155,000	
Capstone – 9900 S 13 th Street, Oak Creek	199k & 190k	
HSA – Oakwood Avenue, Franklin	230,000	
Frontline – 9141 S 13 th Street, Oak Creek	351,201	
Ursa Investors – 550 W Grange, Milwaukee	160,800	
Wanguard – Oakwood Road	236k & 300k	

LEASING ACTIVITY

Address	Tenant	Leased SF
9705 S Oakwood Park Drive, Franklin	Niche Cocoa	44,425
Ryan Business Park, Oak Creek	Confidential	2,600,000
5211 S 3 rd Street, Milwaukee	Oshkosh Corporation	359,988
3326 E Layton Avenue, Cudahy	NPS Corp	164,000 (Renewal / Expansion)
10650 OakView Parkway, Oak Creek	Stella & Chewy's	110,000
100 W Oakwood Road, Oak Creek	Yaskawa America	139,095 (Renewal)
102 W OakView Parkway, Oak Creek	AIM Logistics	132,000
5315 S 3 rd Street, Milwaukee	Cargo Force	56,000
9705 S Oakwood Park Drive, Franklin	AST Logistics	53,075
5170-5250 S 6 th Street, Milwaukee	J.H Findorff & Sons	48,000
9720 S Oakwood Park Drive, Franklin	Innovative Fiber	20,893

RECENT SALE COMPS

Address	Building SF	Sale Price	Price PSF	Date	Comments
9720 S Oakwood Park Drive, Franklin	54,434	\$3,690,000	\$67.79	5/18/21	Class B
7747 S 6 th Street, Oak Creek	30,000	\$2,425,000	\$80.83	5/27/21	Owner/User Sale
5315 & 5319-5375 S 3 rd Street, Milwaukee	201,200	\$9,700,000	\$48.21	2/10/21	Class B
130 W Edgerton Avenue, Milwaukee	120,400	\$5,485,126	\$45.56	12/18/20	Class B
5831 S Pennsylvania Avenue, Cudahy	128,000	\$7,138,000	\$55.77	10/12/20	Class A – 6.9%
9750 S Oakwood Park Drive, Franklin	54,434	\$3,100,000	\$56.95	9/17/20	Owner/User Sale
111 W Oakview Parkway, Oak Creek	164,007	\$25,290,000	\$154.20	6/24/20	Class A

KEY VACANCIES

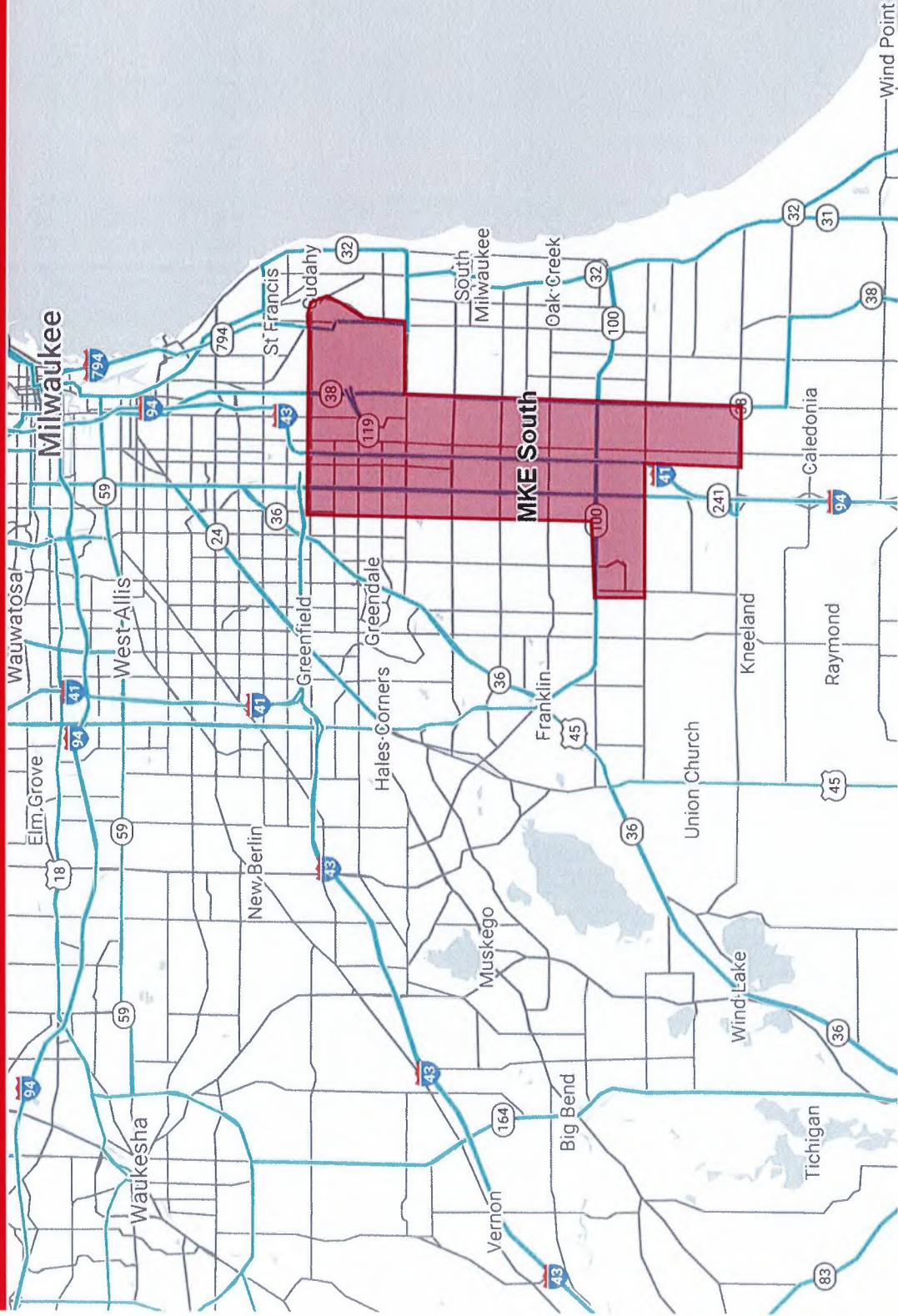
Address	Building SF	Available SF	Asking Rate	Class
6055 S 6 th Street, Milwaukee	250,000	250,000	\$4.75-\$8.75 NNN	B
2 World Packaging Circle, Franklin	207,814	207,814		A
610 W Rawson Avenue, Oak Creek	180,178	110,618	\$5.50 NNN	A
9875 S Stern Street, Oak Creek	102,503	102,503	\$5.50 NNN	A
430 W Grange Street, Milwaukee	201,200	81,000	\$4.50 - \$8.50 NNN	B
5110 S 6 th Street, Milwaukee	58,500	58,500	\$3.95 NNN	B
7730 S 6 th Street, Oak Creek	72,210	50,703	\$4.25 NNN	B
5111-5185 S 9 th St	187,572	49,000	\$3.95 NNN	B
5170 - 5250 S 6th St	163,200	48,000	\$5.50 NNN	B
7221 S 10th Street, Oak Creek	45,000	45,000	\$4.75 NNN	B
4659-4859 W Basswood Drive, Franklin	126,000	42,000		A

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CUSHMAN & WAKEFIELD | BOERKE

MILWAUKEE SOUTH INDUSTRIAL SUBMARKET



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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>4/4/2022</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Amendment to the Intergovernmental Agreement between Milwaukee County and the City of Franklin (Fire Department) for Emergency Medical Services (EMS).</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.2.</p>

In its 2022 Budget, Milwaukee County restored supplemental funding to the pre-2013 historic sum of \$3M (up from the \$1.5M distribution that has been in place since that time).

The agreement, which was negotiated between the Intergovernmental Cooperation Council (ICC) and Milwaukee County, with participation and input from the Milwaukee County Association of Fire Chiefs and Milwaukee County Office of Emergency Management (OEM)-EMS, has been in effect in its current form since 2017, with minor modifications and through subsequent Board and Council re-approvals in 2017 and 2020, has been extended through the end of 2025.

The attached amendment reflects the disbursement of an additional \$1M to Advanced (Paramedic) Level service provider agencies, according to the original ICC/Milwaukee County distribution formula (Exhibit A).

The remaining \$0.5M is being used to fund a technology initiative implementing a shared County-wide cloud-based service data bridge for electronic patient care reports (ePCR). This was the recommendation of the MCAFC, OEM, and the Milwaukee County Medical director; as it will not only share costs between municipalities, but will also provide for more robust analysis of public health trends within Milwaukee County and each participating municipality, and can also be applied towards near real-time quality assurance and system improvement.

The fire chief recommends approval.

COUNCIL ACTION REQUESTED

Request Council approval of an Amendment to the current Intergovernmental Agreement for Emergency Medical Services between the City and Milwaukee County, reflecting distribution on \$1M in additional funding in 2022, and Agency participation in the data sharing and consolidation initiative.

**AMENDMENT NO. 3
TO INTERGOVERNMENTAL AGREEMENT
FOR EMERGENCY MEDICAL SERVICES (EMS)**

This Amendment No. 3 to Intergovernmental Agreement for Emergency Medical Services (EMS) (this “Amendment No. 3”) is entered into as of January 1, 2022 (the “Amendment Effective Date”), by and between Milwaukee County, a Wisconsin municipal body corporate (“County”), and (“Municipality”). Each of the County and Municipality also may be referred to herein as a “Party” and both may be referred to collectively as the “Parties.”

RECITALS:

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

Whereas, County and Municipality previously extended the term of the Agreement via Amendment #1: Intergovernmental Agreement for Emergency Medical Services (EMS) (2017-2018) dated July 21, 2017, through December 31, 2020 pursuant to Article VII(E) thereof; and

Whereas, County and Municipality previously extended the term of the Agreement via Amendment #2: Intergovernmental Agreement for Emergency Medical Services (EMS) (2017-2018) File 20-197 dated May 28th 2020, through December 31, 2025 thereof; and

Whereas, representative of the strength of the County EMS System, as proven by the robust system-wide collaboration and response to the COVID-19 pandemic; and

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

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

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

a. The ICC EMS Formula Schedule in Article V(B) will be used to calculate the funds to be distributed to the agencies providing ALS Transport capability. Annual amounts will be specified in Exhibit A. The funding is calculated using a formula that takes into consideration population, service area, and ALS call volume. Amendment #3 adds an additional \$1.5 million dollars to the Agreement for a total contract amount of \$3.0 million dollars.

b. The recognition of a new ALS transporting agency will be defined as the agency being considered operating at full practice as an ALS agency for more than 90 days (3 months), will be eligible for County funding in the next quarterly payment.

2.0 AMENDMENT TO MUNICIPALITY REQUIREMENTS. This will serve as written notice to Milwaukee County of [_____]'s commitment to participate in the data sharing and data consolidation to advance the health of the county. The intent of the information sharing clause is not to serve as a qualifier to receive the additional distributions. It is intended as a good faith effort to gather consistent information to improve system-wide operations. Additional sources of data that contribute to the advancement of healthcare operations in Milwaukee County will be proposed to MCAFC for consensus.

3.0 MISCELLANEOUS. Except as modified by this Amendment No. 3, the Agreement remains in full force and effect. In the event of a conflict between the terms of the Agreement, Amendment No. 2, and Amendment No. 3; Amendment No. 3 shall prevail. Capitalized terms used but not otherwise defined herein shall have the meanings provided for them in the Agreement.

Signature Page Follows

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

FOR MILWAUKEE COUNTY:

FOR _____

BY _____ DATE _____

BY _____ DATE _____

NAME _____

NAME _____

TITLE _____

TITLE _____

DEPARTMENT _____

TAXPAYER ID No. _____

**REVIEWED AS TO INSURANCE
REQUIREMENTS:**

**APPROVED WITH REGARDS TO COUNTY
ORDINANCE CHAPTER 42:**

BY _____ DATE _____

BY _____ DATE _____

Risk Manager
Office of Risk Management

Director
Community Business Development Partners

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

**APPROVED REGARDING FORM AND
INDEPENDENT CONTRACTOR STATUS:**

BY _____ DATE _____

BY _____ DATE _____

Milwaukee County Comptroller
Office of the Comptroller

Corporation Counsel
Office of Corporation Counsel

**REVIEWED AND APPROVED BY THE COUNTY
EXECUTIVE:**

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

BY _____ DATE _____

BY _____ DATE _____

David Crowley, County Executive
Office of the County Executive

Corporation Counsel
Office of Corporation Counsel



EXHIBIT A

Per Article V of the Milwaukee County Office of Emergency Management EMS Division (OEM-EMS) agreement with [] effective January 1, 2022 (“Agreement”), OEM-EMS will annually submit a notice of available EMS subsidy funds to each ALS transport capable municipality.

For 2022, a total of \$3.0M will be available to the Milwaukee County EMS System. OEM-EMS will retain \$500,000 to invest into the EMS system as a whole in collaboration with all EMS agencies. The remaining \$2.5M will be awarded to the ALS transport capable municipalities via the 30%-30%-40% Formula.

The funds assigned to the following BLS transport agencies will be awarded to the following ALS transport agencies:

- Cudahy: 100% of funding to South Milwaukee
- St. Francis: 100% of funding to Milwaukee
- Hales Corners: 40% of funding to Franklin, 40% to Greenfield, and 20% to Greendale.

30-30-40 FORMULA										
	POPULATION SERVED		30%		SQ. MILES SERVED		30%		AVG ALS TRANSPORT	40%
Franklin	36,816	3.9%	\$ 29,390	34.58	14.3%	\$ 107,313	7.6%	\$ 76,000	\$ 212,704	
Hales Corners	7,720	0.8%	\$ 6,163	3.192	1.3%	\$ 9,906	N/A		\$ 16,069	
TOTAL	44,536	4.7%	\$ 35,553	37.772	15.6%	\$ 117,219	7.6%	\$ 76,000	\$ 219,131	
Greendale	14,854	1.6%	\$ 11,858	5.57	2.3%	\$ 17,286	2.6%	\$ 26,000	\$ 58,357	
Greenfield	37,803	4.0%	\$ 30,178	11.53	4.8%	\$ 35,781	6.0%	\$ 60,000	\$ 132,387	
Milwaukee	577,222	61.4%	\$ 460,800	96.184	39.8%	\$ 298,491	50.1%	\$ 501,000	\$ 1,260,291	
St. Francis	9,161	1.0%	\$ 7,313	2.569	1.1%	\$ 7,972	N/A		\$ 15,286	
West Milwaukee	4,114	0.4%	\$ 3,284	1.119	0.5%	\$ 3,473	N/A		\$ 6,757	
TOTAL	590,497	62.9%	\$ 471,397	99.872	41.3%	\$ 309,936	50.1%	\$ 501,000	\$ 1,282,333	
North Shore	67,591	7.2%	\$ 53,958	24.27	10.0%	\$ 75,318	9.7%	\$ 97,000	\$ 226,276	
Oak Creek	36,497	3.9%	\$ 29,136	28.45	11.8%	\$ 88,290	5.3%	\$ 53,000	\$ 170,425	
South										
Milwaukee	20,795	2.2%	\$ 16,601	4.83	2.0%	\$ 14,989	2.4%	\$ 24,000	\$ 55,590	
Cudahy	18,204	1.9%	\$ 14,532	4.772	2.0%	\$ 14,809	N/A		\$ 29,341	
TOTAL	38,999	4.2%	\$ 31,133	9.602	4.0%	\$ 29,798	2.4%	\$ 24,000	\$ 84,931	
Wauwatosa	48,387	5.2%	\$ 38,628	13.23	5.5%	\$ 41,057	7.3%	\$ 73,000	\$ 152,685	
West Allis	60,325	6.4%	\$ 48,158	11.38	4.7%	\$ 35,316	9.0%	\$ 90,000	\$ 173,474	
TOTAL	939,489	100.0%	\$ 750,000	241.676	100.0%	\$ 750,000	100%	\$ 1,000,000	\$ 2,500,000	

For Municipality:

by _____, _____

Date

For Milwaukee County Office of Emergency Management:

by Cassandra Libal, OEM Director

Date

<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;">4/4/2022</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Approval of an Agreement with QRS Group for the Construction Buildout of Additional Inspection Department Workspace in an amount up to \$20,000</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.3.</p>

BACKGROUND

The Fire Department's 2021 budget contained an appropriation in the amount of \$20,000 to facilitate the buildout of an unfinished storage and furnace room into an approximately 12' x 12' workspace for a part-time Fire Inspection position.

The original proposal, in the amount of \$16,930 was approved by council in September of 2021. However, due to contractor availability and materials backlog, this project was delayed into 2022.

ANALYSIS

The project includes creation of a demising wall around existing HVAC unit to create additional office space for the new Fire Inspection position, that is shared between Franklin and Oak Creek. The project also includes dropped ceiling installation, floor and wall finishes, as well as lighting and minimal electrical work. Current 2022 cost has increased slightly to \$17,025 (from \$16,930 estimate in 2021) However, as explained below, the total appropriation carried forward from 2021 is still sufficient to cover project costs along with any unexpected contingencies.

FISCAL IMPACT

\$16,930 of the funding for this project was encumbered under a purchase order utilizing 2021 budgeted funds based on the proposal and approval last year, and the remaining \$3,070 is being requested for carryover as part of another item at this meeting. The project will be charged to Account Number 41-0221-5822, Capital Outlay Fund – Fire Departments Building Improvements.

RECOMMENDATION

The fire department is seeking approval of a Remodeling Contract with QRS Group with updated terms and pricing.

COUNCIL ACTION REQUESTED

Approval of an Agreement with QRS Group for the Construction Buildout of Additional Inspection Department Workspace in an amount up to \$20,000.



2244 W. Bluemound Rd. Suite D
Waukesha, WI 53186
262-691-2895

PROPOSAL #21036 - Franklin Firehouse - March 29, 2022

Bob Manke
8901 W Drexel Ave.
Franklin WI 53132

office 414-425-1420
mobile 414-429-1733
rmanke@franklinwi.gov


We hereby submit specifications and estimates for:

1. Protect floor with Ramboard.
2. Build walls to enclose furnace using steel studs. Walls to be built to bottom of steel joists.
3. Insulate interior of furnace room with mineral wool sound insulation.
4. Build wooden chase to cover AC line.
5. Electrical work, to include:
 - A. Eliminate (3) existing fluorescent light fixtures.
 - B. Furnish and install (3) 2' x 4' LED light panels on existing switch.
 - C. Furnish and install (1) keyless light fixture in new furnace closet on (1) switch.
6. HVAC work, to include:
 - A. Remove supply duct.
 - B. Add supply to office with 2' x 2' drop in.
 - C. Add return air box for 16" x 25" x 1" filter rack.
 - D. Tie return air from office to return air box.
7. Sprinkler work, to include:
 - A. Modify existing fire sprinkler protection to provide coverage per code.
 - Note - New sprinklers will be chrome semi-recessed in areas with grid ceilings.
8. Furnish and install new 5/8" drywall at office side of new walls; tape, and finish smooth. Furnish and install new 5/8" drywall at inside of furnace room; no tape, no finish.
9. Repair rest of walls.
10. Prime and paint all new walls.
11. Furnish and install new:
 - A. grid and tile ceiling to match existing office
 - B. (1) steel frame and (1) solid core oak door
 - C. (1-1/2) pair of hinges
 - D. (1) AL50PDSAT626 Schlage commercial lock
 - E. weatherstripping, threshold, and sweep for door into furnace room
12. Paint new frame; stain and finish new door.
13. Furnish and install new vinyl base at new wall only.
14. Clean up and dispose of debris.

Investment: \$17,025.00

Notes

- QRS to coordinate and obtain permits.
- Removal or relocation of hidden mechanicals in walls other than specified will be done at extra cost.
- Quote does not include any flooring work.
- Sherwin Williams paint figured; ProMar 200 for walls, ProMar 400 for ceilings, and ProClassic for trim / woodwork.
- Credit card payments are accepted for your convenience. Any payment processed by credit card will be charged a fee.
- The proposed work and relationship will be subject to and governed by a Remodeling Agreement to be executed by both parties. QRS is under no obligation to perform any work until that Remodeling Agreement is signed by all parties.

DocuSigned by

6F8D68C5DFD748B
3/30/2022



2244 W. Bluemound Rd. Suite D
Waukesha, WI 53186
262-691-2895

REMODELING AGREEMENT

Bob Manke
8901 W Drexel Ave.
Franklin WI 53132

office 414-425-1420
mobile 414-429-1733
rmanke@franklinwi.gov

PROJECT DESCRIPTION: #21036 - Franklin Firehouse - 3/29/22

This Remodeling Agreement (including the following Terms and Conditions, the "Agreement") is between the above Owner ("Owner," whether one or more) and QRS Group, Inc. ("QRS"; together with Owner, the "Parties"). The Parties agree that all Work (as defined herein) shall be performed by QRS in accordance with all the provisions of this Agreement and the following additional documents that are incorporated herein (collectively, the "Contract Documents"): (a) this Agreement; (b) Attachment A – "Scope of Work, Drawings and Technical Specifications, and Construction Materials"; (c) Attachment B – "Notice of Construction Defects and Right to Cure", "Lien Notice", and "Notice of Consumer's Right to Receive Lien Waivers"; and (d) Attachment C - "Notice of Owner's Right of Rescission", "Written Acknowledgment of Receipt of Pamphlet", "Insurance Coverage Questionnaire", and "Notice of Cancellation".

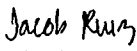
1. WORK TO BE PERFORMED: Except as specified elsewhere in the Agreement, QRS shall furnish all labor, materials, tools, supplies, equipment, supervision, and other services as described on Attachment A, which shall be known as the "Work."

2. COMPENSATION: As full consideration for the performance by QRS of this Agreement, Owner shall pay to QRS the amount of \$17,025.00 plus an additional amount for consultation work as described below (as it may be adjusted by Change Orders, the "Contract Price") in accordance with the "Payment; Lien Waivers" provision of the Terms and Conditions. Owner shall pay each invoice in full within ten (10) calendar days of the date of QRS's invoice. QRS will invoice in accordance with the following schedule: \$5,675.00 due upon signing; balance due upon completion.

QRS shall provide Owner with up to one (1) hour of on-site consultation per week with (a) QRS's project manager and (b) QRS's foreman. Any consultation work in excess of one hour per week may be billed at the prorated rate of \$80.00 per hour.

3. SCHEDULE: QRS will commence the Work approximately the first week of June, 2022 and Substantially Complete (as the term is defined in this Agreement) the Work within 20 Working Days (the "Contract Schedule"). A "Working Day" shall be any day of the week, except Saturdays and Sundays, between the hours of 7:00 A.M. and 6:00 P.M.

By signing this Agreement, Owner represents and warrants that (i) Owner has legal authority to execute this Agreement, and (ii) Owner has reviewed and approved each of the Contract Documents. This Agreement shall become binding only after execution by QRS.

DocuSigned by

8F8D68C5DFD74BB
3/30/2022

*****PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS*****

TERMS AND CONDITIONS

- 1) **Relationship of the Parties.** QRS's relationship to Owner is that of an independent contractor
- 2) **Authorization.** Owner expressly authorizes QRS to contact Owner's homeowners' insurance company. Owner acknowledges that QRS has not at any time represented, negotiated, offered to represent or negotiate, or otherwise advertised to represent or negotiate on behalf of Owner with respect to any insurance claim for any damage sustained by Owner's property
- 3) **Work.** QRS agrees to fully execute the Work. QRS is responsible for, and shall have sole control of the management, construction methods, sequences, and coordination of the Work, unless expressly stated to the contrary
- 4) **Commencement of Work.** Owner warrants that the structure(s) on which QRS is to work are in sound condition and capable of withstanding normal construction work, equipment, and operations. QRS's commencement of the Work indicates only that the surface of the structure(s) appears satisfactory to QRS for the attachment of any construction materials. QRS is not responsible for the construction, undulations, or structural sufficiency of the structure(s) or other contractor's work or design
- 5) **Substantial Completion.** The Work shall be deemed to have reached "Substantial Completion" on the earlier of: (a) the date when the Work is sufficiently complete in accordance with this intended purpose; or (b) the date the occupancy permit or other approval, if any, is issued by the appropriate government authority
- 6) **Construction Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Owner understands and agrees that because of the natural characteristics of building materials, perfect surface finishes cannot be achieved, wood shrinks, swells and checks; plaster, drywall, masonry, asphalt and concrete crack, peel and pit, and condensation normally occurs on materials exposed to moist air. Excess materials delivered to Jobsite and/or materials not physically attached to the structure after Substantial Completion shall remain the property of QRS
- 7) **Material Cost Escalation.** Certain construction materials are sometimes subject to unusual price volatility due to conditions that are beyond the control and anticipation of QRS. If there is a substantial price increase for any of the materials used in the Work, which occurs between the date of this Agreement and the date when Work commences, QRS will provide notice to Owner, and the Parties shall execute a Change Order pursuant to the section of this Agreement entitled "Changes Due to Owner Requests"
- 8) **Access to Work: Jobsite Responsibility.** Owner shall provide electric power, water, and toilet facilities for use by QRS and its subcontractors/employees, unless otherwise indicated herein. Dry and secure storage for all construction materials and QRS's equipment shall also be provided by Owner. All utility connections and service charges, if any, shall be paid by the Owner. Furthermore, Owner agrees to maintain access for QRS at the Jobsite, to keep the Jobsite free from obstructions (including snow and ice) and conflicting work, and to obtain permission for QRS to gain access through adjacent property, if required by QRS to do so. Owner shall be solely responsible for all risk, shall hold QRS harmless and free of liability, and shall compensate for any damages or costs arising out of such access, the failure to maintain such access, or Owner's failure to provide dry and secure storage for construction materials and QRS's equipment. Owner agrees to remove/protect/secure any personal property (including any pets) and fixtures at or near the Jobsite. If Owner asks QRS to move personal property or fixtures, Owner agrees to hold QRS harmless for any damage caused to or by the personal property or fixtures during relocation. QRS shall take reasonable efforts to avoid damage to existing property and in such event shall not be responsible for damage to Owner's property, including existing walks, concrete steps, driveways, curbs, septic tanks, sewer lines, water or gas lines, telephone or electric lines, lawn, shrubs, trees, and other interior and exterior plantings or vegetation, whether caused in whole or in part by QRS, its employees or subcontractors, or their suppliers in the performance of work at the Jobsite. Owner shall be responsible for all landscaping and other site conditions at the Jobsite, including finish grading, drainage, soil slippage or sinking, repair of equipment access routes and the construction area, or any other site conditions that may exist. Unless stated elsewhere in the Contract Documents, if material or labor furnished or installed by Owner or third parties contracted by Owner cause loss of time or additional work for QRS, then the Owner shall pay to QRS the costs resulting from any additional work or lost time. QRS is not responsible for failures or defects that result from work by third parties, whether occurring before or after commencement or completion of the Work.
- 9) **Permits and Inspections.** Except as otherwise specified, QRS shall procure all permits, licenses, certifications and other applicable governing authority requirements and inspections. Owner shall, as necessary, provide QRS with assistance in obtaining such permits and access for inspections
- 10) **Owner's Furnished Labor and Materials.** If the Contract Documents provide that Owner is to furnish labor or materials, Owner agrees that Owner's performance of the Work shall be performed within a reasonable time after notice from QRS that such Work must be performed or such materials furnished. Owner's Work and/or materials shall be acceptable to the QRS and any applicable government authorities. If Owner is furnishing materials, QRS will notify the Owner of the date said materials are to be installed, and the Owner-furnished materials must be on the Jobsite and ready for installation on the date given. If such materials are not on the Jobsite or ready for installation on the date given, then QRS may charge Owner a trip charge of \$125 for each return trip it or its subcontractors must make to install the tardy Owner-furnished materials. Owner is responsible for determining that any party other than QRS or QRS's subcontractors who performs any of the Work and/or supplies any materials carries all insurance required to be carried by QRS hereunder. Owner agrees to hold QRS harmless from any and all claims, demands, actions, liabilities, losses, and damages, including attorneys' fees and costs incurred, to persons or property arising out of or related to any act or omission of Owner or any contractor (other than QRS), subcontractor or agent of Owner in, on or about the Jobsite in connection with the performance of the Work or the furnishing of materials. Owner is responsible for the protection of, and/or repair of, damage to any materials or labor supplied by Owner or Owner's other contractors, subcontractors or agents. Any of the Work performed by Owner or Owner's other contractors, subcontractors or agents, or any damage to the Work caused by the Owner or Owner's other contractors, subcontractors or agents is excluded from QRS's limited warranty
- 11) **Insurance.** QRS shall maintain commercial general liability insurance and such other insurance as required by applicable law. QRS will furnish a certificate of insurance evidencing the types and amounts of its coverage, upon request. Owner shall maintain (or cause to be maintained) homeowners' insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, hail, theft, vandalism and malicious mischief. Owner shall be separately responsible for paying any deductible under Owner's homeowners' insurance policy. QRS shall not pay or rebate all or any portion of Owner's insurance deductible. Owner assumes all risk of loss during construction, except for the intentional acts of QRS, its subcontractors or employees.
- 12) **Environmental Hazards.** QRS is not responsible for any environmental hazards identified or released at the Jobsite. Owner acknowledges and understands that hazardous materials may be released by QRS during QRS's performance of the Work. Owner expressly acknowledges ownership of any waste generated at the Jobsite, whether or not such waste contains hazardous materials. Except to the extent of the QRS's intentional acts or omissions, Owner shall be solely responsible for all risk, shall indemnify and hold QRS harmless and free of liability, and shall bear the costs of any removal or correction of environmental hazards at the Jobsite. As required by the Lead-Based Paint Renovation, Repair and Painting Program Rule (as it may be amended from time to time), QRS shall furnish Owner with a copy of the United States Environmental Protection Agency's pamphlet entitled "The Lead-Safe Certified Guide to Renovate Right. Important Lead Hazard Information for Families, Child Care Providers and Schools," prior to the commencement of the Work affecting surfaces containing lead hazards, and Owner shall acknowledge receipt of said pamphlet by signing the "Written Acknowledgment of Receipt of Pamphlet" (at Attachment C). Furnishing the pamphlet and acknowledgment of receipt by Owner includes the extent of QRS's duties to Owner with regard to the hazards of lead-based paint and materials.
- 13) **Lead; PCBs; Asbestos; Microbial Hazards.** This Agreement is based on QRS not discovering or coming into contact with lead, PCBs, asbestos-containing materials ("ACMs"), or mold, mildew, fungi, or other similar microbial conditions (collectively, "Microbial Hazards"). QRS is not responsible for any expenses, claims or damages arising out of the presence, disturbance or removal of lead, PCBs, ACMs, or Microbial Hazards. QRS shall be compensated for additional expenses resulting

from the presence of lead, PCBs, ACMs, or Microbial Hazards. Owner agrees to indemnify QRS from and against any liability, damages, loss, claims, demands or citations arising out of the presence of lead, PCBs, ACMs, or Microbial Hazards. If QRS discovers lead, PCBs, ACMs, or Microbial Hazards while performing the Work, QRS shall stop the Work in the affected area and give prompt notice to Owner. QRS shall not be required to perform any of the Work in areas containing lead, PCBs, ACMs, or Microbial Hazards until Owner has had all affected areas remediated and provides certification to QRS of same.

- 14) Microbial Hazards Warning and Acknowledgment.** Microbial Hazards occur naturally in the environment and may be present, during or after the performance of the Work, in the indoor air and/or on the interior surfaces of the Owner's building including, without limitation, wall cavities, attics, windows, basements, and on the exterior surfaces of the Owner's building, or any part thereof. Concentration of moisture in the Owner's building may result from cooking, showering, or similar activities inside the Owner's building, the outside atmosphere, and/or the design, construction means and methods, and/or the building materials used in the construction of the Owner's building. This moisture may cause the growth, release, discharge, dispersal, or presence of Microbial Hazards which, at certain levels, can cause deterioration of building materials, damage to property, health hazards, personal injuries and other irritant effects such as, without limitation, skin irritation, respiratory problems and allergic reactions. Because Microbial Hazards occur naturally in the environment, Contractor cannot eliminate the possibility that Microbial Hazards may grow in, on, or about the Owner's building. Owner may minimize these effects by proper utilization and maintenance of heating, cooling, dehumidification, or ventilation equipment, interior maintenance and cleaning, and exterior maintenance such as, without limitation, proper grading, landscaping, painting, and caulking. **OWNER HEREBY ACKNOWLEDGES THAT OWNER HAS BEEN INFORMED OF SUCH DEFECTS AND OWNER ASSUMES ALL RISKS OF DAMAGE, PERSONAL INJURY, OR DESTRUCTION OF OR INJURY TO the Owner's building THAT MAY ARISE AS A RESULT OF OR IN ANY WAY CONNECTED WITH THE PRESENCE OF Microbial Hazards IN, ON OR ABOUT THE OWNER'S BUILDING.**
- 15) Buried Obstructions: Site Conditions.** Owner shall prior to the start of any Work clearly mark all property boundaries and known underground utilities, obstructions, and tanks. If during the performance of the Work, any unmarked or underground objects are damaged and cause any additional damage, Owner agrees to indemnify and hold harmless QRS its officers, agents, and employees from any and all claims, suits, demands, liability, losses or costs, including attorneys' fees, resulting or occurring to any and from all persons, firms or other legal entities arising out of or in any way connected with the damage to any concealed or unmarked underground object. QRS shall not be responsible for any damages to any buildings or objects which are adjacent to the Jobsite. QRS does not guaranty against the settling of fill around the foundation, utility laterals or other excavated areas not contracted for and within the scope of the Work.
- 16) Noise, Fumes and Emissions.** Owner is aware that the performance of the Work produces noise and dust and may result in the emission of fumes, vapors and odors. Owner shall hold QRS harmless from claims from third parties relating to noise, dust, fumes and odors that are emitted during the performance of the Work.
- 17) Payment: Lien Waivers.** Owner shall timely make all payments in accordance with the payment deadlines set forth on the first page of this Agreement. Time is of the essence as to all terms of payment. Owner agrees that, in addition to other remedies available to QRS, if payment is not made within three (3) calendar days of the date it is due, QRS shall be entitled to a service charge of 1.5% per month on all past due amounts, plus, if not contrary to any law, all costs of collection, including, without limitation, attorneys' fees. Final payment shall constitute acceptance and approval of all Work and a waiver of all claims by Owner, except those arising from liens or QRS's limited warranty. No retention shall apply to any of the Work. Unless requested by Owner, QRS shall furnish lien waivers to Owner at the time final payment is made.
- 18) Marketing.** Owner agrees to allow QRS to display a company sign at the Jobsite. Owner agrees to allow QRS, or an agent thereof, to take photographs of the Jobsite before, during, and after completion and use such photographs for, without limitation, marketing and promotional materials. Owner shall not be entitled to any compensation for QRS's display of its sign or for use of such photographs in QRS's marketing and promotional materials.
- 19) Changes Due to Owner Requests.** QRS may request or the Owner may request changes in the Work or the timing or sequencing of the Work that impacts the Contract Price or the Contract Schedule. All such changes shall be memorialized in a written Change Order to be signed by the Parties prior to QRS's commencement of any new work. The

parties agree that Change Orders may be documented via email correspondences and approved by the parties electronically. For changes in the Work, the Parties shall negotiate an adjustment to the Contract Price or the Contract Schedule in good faith and conclude negotiations as expeditiously as possible. Where QRS seeks input and information from Owner prior to issuing a Change Order, Owner shall use reasonable efforts to respond to QRS's request for information within three (3) calendar days. Acceptance of a Change Order by Owner shall not be unreasonably withheld.

- 20) Changes Due to Unforeseen Conditions.** In the event that QRS encounters unforeseen or unexpected conditions at the Jobsite, QRS will immediately cease Work and bring to Owner's attention. QRS shall not be required to resume working on the affected area until a written Change Order is signed by the Parties. The Parties shall negotiate an adjustment to the Contract Price or the Contract Schedule in good faith and conclude negotiations as expeditiously as possible. Acceptance of a Change Order by Owner shall not be unreasonably withheld. Notwithstanding the foregoing, if the Contract Price includes a "contingency" line item, Owner grants QRS the right to deduct costs incurred because of an unforeseen condition from the contingency without Owner's approval so long as such deduction is not in excess of the remaining contingency funds.
- 21) Work Stoppage.** Should work be stopped by any public authority or Owner for more than fourteen (14) calendar days, QRS may terminate this Agreement and collect for the value of all Work completed and materials ordered as of the date the Work is stopped, plus QRS's anticipated profit under this Agreement. Owner's failure to sign Change Orders or Owner's refusal to make any payment required by this Agreement, or any other cause beyond QRS's sole control, shall also be cause for work stoppage by QRS.
- 22) Delay.** Work shall be completed within the number of working days stated in this Agreement and the Contract Schedule, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Owner, work performed by Owner (or Owner's other contractors or subcontractors) or governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, Owner's failure to make payments as required by this Agreement, Owner's failure to timely make selections, or any other cause beyond QRS's sole control. Any such delay shall extend the time of performance or, at QRS's option, terminate this Agreement if the cause of the delay cannot be resolved within fourteen (14) calendar days. Where QRS elects to extend performance, QRS shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. QRS will give written notice to Owner of any delay, said notice stating any adjustment to time of performance or cost of the work necessitated by the delay.
- 23) Disputes.** This Agreement shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action will be venued, in QRS's sole discretion, in a Wisconsin Circuit Court for the county in which the Jobsite is located or in the Waukesha County Circuit Court. QRS may also, in QRS's sole discretion, elect arbitration in place of civil litigation, without regard to whether litigation has been commenced by Owner. If arbitration is selected by QRS, all disputes related to this Agreement shall be resolved through binding arbitration conducted by the Milwaukee NARI Home Improvement Council Ethics Board pursuant to its rules, and Owner shall execute all documents and take any actions necessary to commence such arbitration proceedings. The decision of the Milwaukee NARI Home Improvement Council Ethics Board shall be final regarding all matters submitted to it and may be enforced in any court having jurisdiction thereof in accordance with the Wisconsin Arbitration Act. No matter which method of dispute resolution is selected, QRS shall be entitled to recover attorneys' fees and all other costs and expenses incurred in prosecuting, defending, or collecting from any dispute with Owner, whether such costs and expenses are incurred by QRS before or after any judgment or arbitration award.
- 24) Limited Warranty.** QRS warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. QRS further warrants that the Work shall be free from material defects not intrinsic to the design or materials required in the Contract Documents. Notwithstanding the foregoing, QRS's limited warranty does not include (a) remedies for defects or damages caused by other contractor's work or design, (b) normal wear and tear, including, without limitation, defects or damages caused by the natural expansion or contraction of the construction materials, or defects caused by natural expansion or contraction of existing materials that impact the Work, (c) use for a purpose for which the Work was not intended, (d) improper or insufficient maintenance, (e) any materials furnished by or modifications performed by Owner or Owner's other contractors, subcontractors or

agents, (f) abuse, or (g) defects in products, equipment, systems, or materials covered by manufacturers' warranties. Homeowner is responsible for maintaining humidity levels of 30 - 50% in their home year-round for best performance of new products. Unless requested by Owner at the time a product, equipment, or system is installed, QRS shall assign to Owner all manufacturers' warranties which apply to products, equipment, or systems incorporated into the Work at the time of final payment. Any products, equipment, systems, or materials which are covered by a manufacturer's warranty shall be covered exclusively by that warranty. **This limited warranty shall commence upon Substantial Completion and run for a period of twelve (12) months.** This limited warranty will not apply to the Work if QRS does not receive final payment from Owner. This limited warranty shall extend to Owner alone and automatically terminates upon Owner selling or vacating the Jobsite. The warranty period is not extended by QRS's correction of defective work or materials pursuant to this limited warranty. If Owner discovers any defect to which QRS's limited warranty applies, Owner shall notify QRS in writing, identifying the defect and the relevant Agreement requirement which has been violated, within fourteen (14) calendar days of Owner's discovery of the defect. QRS shall promptly correct the defect at its own time and cost and bear the expense of additional services required for correction of the defect. If Owner does not provide QRS notice of a defect within fourteen (14) calendar days of discovery or does not permit QRS the opportunity to examine, test or correct the defect as reasonably requested by QRS, Owner waives the QRS's obligation to correct the defect. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY. QRS IS NOT LIABLE TO OWNER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT. THE OWNER'S SOLE REMEDY AGAINST QRS FOR THE QRS'S PERFORMANCE OF THE WORK AND ANY DAMAGES ARISING OUT OF IT SHALL BE LIMITED TO THE LIMITED WARRANTY SET FORTH ABOVE.**

25) **Safety.** QRS is not responsible for the safety of any persons (or pets) on the Jobsite other than its employees. Owner agrees to indemnify and hold QRS harmless from claims for personal injury by persons or entities that Owner has allowed or authorized to be on the Jobsite.

26) **Indemnification.** To the fullest extent permitted by law, Owner shall indemnify and hold harmless QRS and its employees, subcontractors, and material suppliers from all claims for bodily injury and property damage, other than property insured, including attorneys' fees, costs, and expenses, but only to the extent such claims are the result of the negligent or intentional acts or omissions of Owner, Owner's agents, or anyone invited to the Jobsite by Owner.

27) **Termination of Agreement.** If this Agreement constitutes a "consumer approval transaction" (as such term is currently defined in Section 423.201 of the Wisconsin Statutes), this Agreement may be canceled unilaterally by the Owner by notifying QRS in writing within three (3) calendar days after signing this Agreement. In the event of cancellation of this Agreement by the Owner thereafter, QRS shall receive compensation from the Owner for all costs of labor and materials and all other expenses incurred to that date plus QRS's anticipated profit under this Agreement. QRS may unilaterally terminate this Agreement at any time for any reason, including, without limitation, Owner's failure to timely pay and Owner's failure to timely make decisions relative to the Work. Owner shall remain obligated to pay QRS for the value of all Work completed and materials ordered as of the date of termination.

28) **Impairment of Credit.** If Owner is or becomes insolvent, or is unable to pay Owner's debts as such debts mature, or files or has filed against Owner a bankruptcy, insolvency, or similar petition, or fails to pay any debt arising hereunder to QRS on time, or if QRS in good faith doubts the ability of Owner to pay, QRS may, at its option, either: (a) terminate the Work at any time thereafter, and Owner shall thereupon pay for all of the Work performed and the materials supplied to date plus QRS's anticipated profit, or (b) discontinue the Work until such time as the Owner (i) has paid QRS in full for all of the Work performed and the materials supplied to date, (ii) has agreed to pay QRS for any additional costs incurred because of such discontinuance, and (iii) upon such other terms or conditions as may be imposed by QRS to ensure the payment for the Work.

29) **Protection of Personal Property/Fixtures and Jobsite.** Owner agrees to remove or protect any personal property or fixtures inside and outside the Jobsite. QRS shall not be held responsible for damage to Owner's personal property or fixtures if such damage occurs due to Owner's failure to remove or protect personal property or fixtures. Owner agrees that QRS shall not be held liable for any minor damage to the Owner's landscaping or building.

30) **Clean Up.** Upon completion of the Work and prior to Owner's final Franklin Firehouse Remodeling Agreement 3/29/22

payment, QRS shall dispose of all rubbish and remove all equipment and materials belonging to QRS from the Jobsite and leave the Jobsite in a reasonably neat and clean condition. QRS is not, however, responsible for housecleaning following normal construction activities.

31) **Agreement Interpretation.** The Contract Documents and subsequently issued Change Orders are essential parts of this Agreement, and a requirement occurring in one is binding as though occurring in all. If any inconsistency or ambiguity is believed to exist among any of the Contract Documents, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) the Agreement (including modifications by Change Orders), (b) the scope of work and specifications described or referred to in Attachment A; (c) the drawings or plans described or referring to in Attachment A; and (d) any other documents not already listed comprising the Contract Documents. If any inconsistency or conflict arises between this Agreement and any proposal provided by QRS to Owner, the terms and conditions of this Agreement shall govern.

32) **Non-Waiver.** Failure by QRS to insist upon strict performance of any terms or conditions of this Agreement or failure or delay in exercising any rights or remedies provided herein or by law shall not be deemed a waiver of any right of QRS to insist upon strict performance hereof or any of its rights or remedies in the future.

33) **Severability.** The provisions of this Agreement are severable. If any provision shall be determined to be illegal or unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of this Agreement shall continue in full force and effect so that the purpose and intent of this Agreement shall still be met and satisfied.

34) **Owner's Financial Wherewithal: Evidence of Funds.** Owner represents and warrants to QRS that Owner has sufficient funds to timely compensate QRS for QRS's performance of the Work. If requested by QRS, Owner shall timely provide to QRS evidence of Owner's ability to pay for QRS's services, in form and substance acceptable to QRS.

35) **Miscellaneous.** All terms, conditions and provisions of this Agreement, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Agreement. This Agreement is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Agreement except as set forth in this Agreement. No course of conduct or dealings between the Parties shall be the basis of any claim that any provision of any of the Contract Documents has been amended or modified. Owner acknowledges that Owner read and understood all of the provisions of this Agreement. The signature of either Owner (if more than one) subsequent to the signing of this Agreement shall be sufficient for all purposes under the Agreement, including Change Orders, if any.

ATTACHMENT A

SCOPE OF WORK, DRAWINGS AND TECHNICAL SPECIFICATIONS, AND CONSTRUCTION MATERIALS

Scope of Work

See Proposal #21036 - Franklin Firehouse - 3/29/22

Drawings and Technical Specifications

See Plans from Architects / Planners, S.C. dated 1/11/22

Description of Construction Materials (e.g., type, grade, quality, size or quantity)

See Proposal #21036 - Franklin Firehouse - 3/29/22

List of Intended Subcontractors to be Used on Project

JF Ahern 414-921-7580

Dave Perry Heating & Cooling 262-966-1959

Deppisch Electric 262-893-7616

If drawings, specifications, or other documents have been furnished to QRS, Owner warrants that they are sufficient and conform to all applicable laws and all building codes and agrees to indemnify QRS from and against any liability, damages, loss, claims, demands or citations due to defects in any such drawings, specifications, or other documents, or any building code violations, unless such liability, damages, loss, claims, demands or citations result from a deviation by QRS from the drawings or specifications without authorization from Owner.

ATTACHMENT B

Notice of Construction Defects and Right to Cure.

QRS and Owner agree to comply with Section 895.07 of the Wisconsin Statutes with regard to the requirements of Notice and the Right to Cure before commencing any formal proceeding to resolve the dispute. Owner acknowledges that a copy of the State of Wisconsin brochure of Notice and Right to Cure has been given to the Owner at the time this Agreement is signed. Notwithstanding anything to the contrary in the Agreement, QRS shall not be obligated to replace or repair any Defect (as defined below) or pay for the replacement or repair of the same if such Defect is caused, in whole or in part by: (a) Owner's improper or insufficient maintenance of the Jobsite or improper or insufficient maintenance or operation of any of the Jobsite's systems; (b) natural occurrences beyond QRS's control; (c) an act or omission of Owner or any third parties not under QRS's control, including, but not limited to, work performed by Owner or by other contractors hired by Owner; or (d) normal wear and tear and normal usage. In the event of an alleged construction or design defect arising out of or relating to the Agreement, including, but not limited to, breach of warranty, incomplete Work, or any other condition of the Jobsite (each a "Defect"), Owner shall notify QRS through written notice of any such Defect, regardless of the cause or source, promptly upon Owner's discovery of the Defect. Owner shall thereafter provide QRS with reasonable access during normal working hours to the Jobsite for the purpose of investigating, testing and examining the Defect. If the Defect is covered by QRS's limited warranty, then QRS shall be given reasonable access to the Jobsite and a reasonable amount of time to, in QRS's sole discretion, replace or repair the Defect. **THE REPLACEMENT OR REPAIR OF THE DEFECT SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR A DEFECT. OWNER WAIVES ANY AND ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO A DEFECT.**

Lien Notice

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, QRS GROUP, INC. HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO QRS GROUP, INC., ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) CALENDAR DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. QRS GROUP, INC. AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Notice of Consumer's Right to Receive Lien Waivers

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors. For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or www.datcp.wi.gov.

ATTACHMENT C

NOTICE OF OWNER'S RIGHT OF RESCISSION

If this Agreement constitutes a "consumer approval transaction" (as such term is currently defined in Section 423.201 of the Wisconsin Statutes), you, the Owner, may cancel this transaction at any time prior to midnight of the third (3rd) business day after the date of this transaction. Cancellation must be in writing.

WRITTEN ACKNOWLEDGMENT OF RECEIPT OF PAMPHLET

I, Owner, have received a copy of the pamphlet, The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools, from QRS informing me of the potential risk of lead hazard exposure from renovation activity to be performed in/on my dwelling unit. I acknowledge having received this pamphlet before the work began.

INSURANCE COVERAGE QUESTIONNAIRE

To the best of my knowledge, the work contemplated by the "Remodeling Agreement" with QRS Group, Inc.
IS IS NOT related to a claim under a property insurance policy.

NOTICE OF CANCELLATION

IF YOU ARE NOTIFIED BY YOUR INSURER THAT THE CLAIM UNDER THE PROPERTY INSURANCE POLICY HAS BEEN DENIED IN WHOLE OR IN PART, YOU MAY CANCEL THE "REMODELING AGREEMENT" WITH QRS GROUP, INC. BY PERSONAL DELIVERY OR BY MAILING BY FIRST CLASS MAIL A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR OTHER WRITTEN NOTICE TO QRS GROUP, INC. AT 2244 W. BLUEMOUND RD., SUITE D, WAUKESHA, WISCONSIN, AT ANY TIME BEFORE MIDNIGHT ON THE THIRD (3RD) BUSINESS DAY AFTER YOU HAVE RECEIVED THE NOTICE FROM YOUR INSURER. IF YOU CANCEL THE "REMODELING AGREEMENT," ANY PAYMENTS MADE BY YOU UNDER SUCH "REMODELING AGREEMENT," EXCEPT FOR CERTAIN EMERGENCY WORK ALREADY PERFORMED BY QRS GROUP, INC., WILL BE RETURNED TO YOU WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY QRS GROUP, INC. OF YOUR CANCELLATION NOTICE.

_____ I CANCEL THIS CONTRACT.

OWNER:

QRS GROUP, INC.

_____ Date

_____ Date

_____ Date

<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;">April 4, 2022</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Municipal Judge Recommendations to Renew Approval of the 2013 Municipal Court Bail Bond Schedule and Approve \$1,321.00 "Enhanced" Bond Amount on all Milwaukee County District Attorney's Office Referrals made to the City</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.4.</p>

Attached is a copy of a memo from the Municipal Court Judge dated January 21, 2022 stating that the current (standard) Municipal Court Bail schedule from 2013, which is also attached, should not be changed and requests renewed approval of that particular schedule. Upon approval, the 2013 the bail schedule shall continue to be posted in the offices of the Municipal Court Clerk and the Police Department.

Additionally, attached is a copy of a memo from the Municipal Court Judge dated December 8, 2021 setting the amount of \$1,321.00 as a bond amount on all Milwaukee County District Attorney's Office referrals made to the City for issuance as municipal citations. The Municipal Court Clerk will accept and file specially marked DA referral citations issued by the Police Department which will show an "enhanced" \$1,321.00 bond deposit amount. Municipal Court staff has been experiencing an increase in referrals from the DA's Office for charges originally submitted to the DA for criminal prosecution which were then referred back for civil action as a citation. These DA referrals relate to events more aggravated than those which would typically cause issuance of a citation. The "enhanced" bond amount is consistent with the general nature and severity of the event referred. Upon approval, the enhanced bond amount shall be posted in the offices of the Municipal Court Clerk and the Police Department as part of the standard Bail Bond Schedule.

COUNCIL ACTION REQUESTED

A motion to renew approval of the 2013 Municipal Court Bail schedule, pursuant to the Municipal Court Judge memo dated January 21, 2022;

and

A motion to approve the "enhanced" bond amount of \$1,321.00 for DA's Office referrals made to the City for issuance as municipal citations, pursuant to the Municipal Court Judge memo dated December 8, 2021.



City of Franklin Municipal Court
9455 West Loomis Road, Franklin, WI 53132
Phone: 414-425-4768 • Fax: 414-858-2625

Frederick F. Klimetz, Municipal Court Judge

January 21, 2022

TO: City of Franklin Common Council

RE: Municipal Bail Schedule

I have reviewed the current Municipal Court Bail Schedule and do not recommend any changes to the schedule/listed bail amounts. I respectfully request a renewed approval of the current Municipal Court Bail Schedule as it was last approved in 2013.

Sincerely,

FRANKLIN MUNICIPAL COURT

A handwritten signature in cursive script, appearing to read "Frederick F. Klimetz".

Frederick F. Klimetz
Municipal Judge

Adult/Juvenile Bail Schedule – Effective 11/09/13

** All officers may – at their discretion – require any defendant to appear in court by writing “Must Appear” on the citation.**

Ordinance #	Statute #	Charge	Total
183-67	939.05	Aiding & Abetting (Use same forfeiture as exact violation)	
80-9		Barking/Vicious Dog	\$124.00
183-58*	940.19	Battery	\$533.50
183-59	940.20(2)	Battery to Peace Officers & Firemen	\$754.00
183-77	941.23	Carry Concealed Weapon	\$533.50
183-33	948.40(1)	Contribute to the Delinquency of a Child	\$533.50
183-48		County Ordinance Violation	\$124.00
		(Park Closing Violation)	\$98.80
183-63	943.41	Credit Card Violation	Must Appear
183-17	951.02	Cruelty to Animals	\$281.50
183-32		Curfew/Curfew - Duty of a Parent	\$124.00
183-50*	943.01	Destruction of Property	\$439.00
183-75		Discharge of a Firearm	\$533.50
183-49*	947.01	Disorderly Conduct	\$376.00
80-7	951.15	Dogs/Animals at Large	\$124.00
76-7		Failure to Obtain Alarm Permit (1st Offense) (2nd Offense)	\$98.80 \$124.00
80-5	174.05(1)	Failure to Obtain Animal License	\$73.60
76-7	941.13	False Alarms (4th & 5th Offense)	\$124.00
		(6th - 9th Offense)	\$187.00
		(10th > Offense)	\$281.50
183-37.1	125.085(3)	False ID (Underage Alcohol)	\$439.00
133-3.1	167.10(2)	Fireworks - Sale	\$565.00
178-5.G	167.10(3)	Fireworks - Illegal Use	\$281.50
183-64	943.21	Fraud On Innkeeper	\$376.00
183-15		Intoxicants - Possession/Consumption on Street	\$98.80
183-69	287.81	Littering	\$124.00
183-30		Loitering/Prowling Prohibited	\$187.00
183-40	947.01	Loud/Unnecessary Noise	\$124.00
245-13		Mini-Bike Violations	\$124.00
183-67.2	256.35(10)(a)	Misuse of 911 (1 st & 2 nd citable violations)	\$124.00
		(3 rd & 4 th citable violations)	\$187.00
		(5 th & 6 th citable violations)	\$250.00
		(7 th or > citable violations)	\$313.00 – 1321.00

183-25	941.10	Negligent Handling of Burning Materials	\$376.00
80-02	95.21	Non-Compliance on Dog Bite	\$281.50
183-54	946.40	Obedience to Police Officer	\$313.00
183-55	946.41	Obstructing	\$439.00
183-34		Parental Responsibility for Willful/Malicious Child	\$281.50
158-8	125.32.3	Patrons After Hours	\$281.50
237-1		Peddler Permit Violation	\$124.00
203-2		Peddler Permit Violation (St. Martin's Fair)	\$124.00
183-53*	947.012	Phone Calls - Harassing/Obscene	\$376.00
183-22.C	961.573(1)	Possession of Drug Paraphernalia	\$533.50
183-23	961.41.3.G.E	Possession of Marijuana	\$533.50
183-71.D	101.123(2)(a)	Possess/Use Tobacco Product on School Grounds	\$124.00
183-52	944.17 or .20 or .21	Public Indecency	\$439.00
183-62	943.34(1)	Receiving Stolen Property (1st Offense)	\$376.00
		(2nd Offense)	\$439.00
		(3rd Offense)	\$565.00
183-55	946.41	Resisting Arrest	\$439.00
183-61	943.50	Retail Theft (1st Offense)	\$376.00
		(2nd Offense)	\$439.00
		(3rd Offense)	\$565.00
158-1	125.07.1.A.2	Sale of Fermented Malt Beverage to Minor	\$439.00
183-37	118.15 or .16	Simple Truancy (1st Offense)	\$124.00
		(2nd Offense within 1 year)	\$187.00
		(3rd Offense within 1 year)	\$313.00
183-71	101.123	Smoking in Public Places Prohibited	\$124.00
158-1	125.07.1.A.1	Supply Alcohol to Minors	\$439.00
183-60	943.20	Theft (1st Offense)	\$376.00
		(2nd Offense)	\$439.00
		(3rd Offense)	\$565.00
183-28	943.61	Theft of Library Materials	\$124.00
183-73*	943.14	Trespass to Dwelling	\$439.00
183-72	943.13(1m)	Trespass to Land	\$376.00
158-1	125.07.4.B	Underage Possession/Consumption of Alcoholic Beverage	Must Appear
183-71.C	254.92	Use of Tobacco Products Under Age 18	\$124.00

\$50.00 Domestic Abuse Assessment may be applicable. Bail for offenses not listed are to be set at Officer's discretion.



City of Franklin Municipal Court
9455 West Loomis Road, Franklin, WI 53132
Phone: 414-425-4768 • Fax: 414-858-2625

Frederick F. Klimetz, Municipal Court Judge

December 8, 2021

TO: Franklin Police Department

RE: Citations Referred for Charges from the District Attorney's Office

Upon the approval of the Common Council, the Office of the Municipal Court Clerk shall begin processing Milwaukee County District Attorney's Office referrals as municipal citations which shall show a bond deposit amount of \$1,321.00. The Municipal Court Clerk will accept and file specially marked District Attorney referral citations issued by the Franklin Police Department with a \$1,321.00 bond deposit amount.

Sincerely,

FRANKLIN MUNICIPAL COURT

A handwritten signature in cursive script that reads "Frederick F. Klimetz".

Frederick F. Klimetz
Municipal Judge

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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;">4/4/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Approve a One-Year WENS Service Agreement Extension with Inspiron Logistics LLC for the City of Franklin Emergency Notification System for the Period 4/22/2022 – 4/21/2023 in the amount of \$10,650</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.5.</p>

BACKGROUND

The City has contracted with Inspiron Logistics LLC since 2010 for its Wireless Emergency Notification System (WENS). The City currently has a very stable and functioning WENS system through Inspiron Logistics where they have continued to improve their software and any such software upgrades are extended to us with the basic service. The WENS System is an integral and important component of the Health Department’s public communication strategy and requirements as well as is used by the City’s emergency services departments. The current term of the City’s WENS System is set to expire on April 21, 2022.

ANALYSIS

The current agreement includes the following extension language:

“At the end of the Two (2) years’ service, this agreement will automatically renew for an additional year unless customer provides written notice of Termination with no less than Sixty (60) days’ notice following the end of that year’s contract period.”

Attached is a WENS Service Agreement Extension with Inspiron Logistics extending the current contract from April 22, 2022 through April 21, 2023 that identifies the new contract extension agreement dates and pricing, with all other terms and conditions stated in the original contract remaining the same.

City staff recently explored various functionality capabilities that were thought to be missing from the WENS System, however learned a lot about the system, including the fact that the capabilities are not missing but instead just not implemented or used by staff in the past. It did become clear that staff could use additional training on the system as well as explore optional upgrades that will further benefit City operations.

This one-year extension of the agreement will allow staff to determine if the system will work effectively for the City in the long-term, or if a new system should be considered.

From 2010 through 2021, annual costs for the System remained at \$9,600. This year’s higher price is solely based on the increased costs of the carriers, Inspiron Logistics’ vendors, and is beyond Inspiron Logistics’ control.

FISCAL IMPACT

The one-year extension cost, for the period April 22, 2022 through April 21, 2023, is \$10,650. \$6,400 is funded by the Health Department’s “Public Health Emergency Preparedness” Grant (25-0411-5410-7034), and the other \$4,250 is funded through the Information Services Budget (01-0144-5410), both of which were budgeted for 2022.

RECOMMENDATION

Staff recommends a one-year extension of the current WENS agreement with Inspiron Logistics LLC.

COUNCIL ACTION REQUESTED

Motion to approve a one-year extension of the WENS Service Agreement with Inspiron Logistics LLC for the City of Franklin Emergency Notification System for the period of 4/22/2022 – 4/21/2023 in the amount of \$10,650; and, to authorize the Director of Administration to execute the agreement extension.



WENS Service Agreement Extension

This letter of agreement extends the previous contract named WENS Service Agreement and Attachment A with an original ending date of 4/21/22.

The contract extension is between Inspiron Logistics LLC, an Ohio Corporation with its principal office located at 1970 N. Cleveland-Massillon Road, #526, Bath, OH 44210 (“**Inspiron Logistics**”) and City of Franklin, 9229 W. Loomis Road, Franklin, WI 53132 (“**Customer**”), the same parties named in the agreement attached.

NEW CONTRACT EXTENSION AGREEMENT DATES AND PRICING

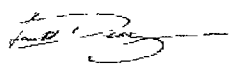
It is agreed that these parties extend the contract from 4/22/22 – 4/21/23.

Due to rising carrier costs, the pricing for this extension is \$10,650 due on 4/21/22.

All other terms and conditions stated in the original contract will remain the same for the new dates of this agreement extension.

INSPIRON LOGISTICS LLC

City of Franklin

By:  _____

By: _____

Name: Scott Dettling _____

Name: _____

Title: Managing Partner _____

Title: _____



SERVICE AGREEMENT

This WENS Service Agreement (this ‘ Agreement’) is entered into, by and between Inspiron Logistics, LLC, an Ohio Corporation with its principal office located at 4000 Embassy Pkwy, Suite 100, Akron OH 44333 (“Inspiron Logistics”) and City of Franklin (“Customer”) with its principal office located at 9229 W Loomis Road, Franklin, WI 53132 effective as of the 21st Day of April 2020 (“Effective Date”)

1. Scope of Services.

1.1 Services In consideration for the payment of fees by Customer provided for herein, during the Term, Inspiron Logistics agrees to provide to Customer the following services (collectively, the Services”)

a) Setup of a WENS Account whereas Inspiron Logistics will use the Master Administration to plug in Customer specific account parameters,

b) Pre-population of “Canned” Meta data which the Customer can elect to use for testing purposes or continue to use well into official product launch.

c) Use of WENS Account, providing an emergency notification service with functionality and support, at a minimum as set forth in Attachment A, which is incorporated herein by reference, and

d) Provide the Customer training for internal personnel on the WENS Platform and how to best utilize its functionality

1.2 Updates From time to time Inspiron Logistics may deploy in its discretion updates, fixes or solutions to problems or bugs in the Platform (“Updates”) Inspiron Logistics shall incorporate and provide the Updates at no additional charge to Customer when and if available

1.3 Restrictions Customer shall not (i) assign, transfer, modify, create any derivative work of or private label the Platform, or reverse assemble, decompile, reverse engineer or attempt to derive source code or the underlying ideas, algorithms, structure or organization of the Platform. (ii) alter or copy, or permit a third party to alter or copy, any part of the Platform, (iii) use the Platform to provide service bureau, time sharing, access through a public computer bulletin board or “shareware” distribution process, or other similar services to third parties or (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the Platform to any third party. In no event shall Customer use or access the Platform except as permitted hereunder. Inspiron Logistics acknowledges that the

customer must comply with all Wisconsin Record laws

1.4 Ownership Inspiron Logistics is, and shall remain, the licensee or the owner of the Platform and any related documentation and all related intellectual property including without limitation, all copyright, trade secret, patent, trademarks and other intellectual property rights therein and including any derivative works made during the Term or thereafter (“Inspiron Logistics Property”) No property or ownership right or interest in the Inspiron Logistics Property or any part thereof is granted to Customer by this Agreement, the rights granted hereunder to Customer being solely contractual in nature. Customer hereby assigns to Inspiron Logistics all of its right, title and interest in any such Inspiron Logistics Property. Any and all meta-data contained within the Platform such as (i) individuals personal information, (ii) private contact information (iii) system activity or (iv) system inventory is the property of the Customer and is subject to the Freedom of Information Act of 1996 in the event the Customer is a public entity

2. Account.

2.1 Approval of Account Inspiron Logistics grants to Customer a worldwide right and license during the Term to send the Content via the Platform to Subscribers on the terms and conditions described herein. Customer will be responsible for ensuring that all Programs and the Content of such Account meet the requirements of this Agreement and any additional Account requirements that Inspiron Logistics may reasonably establish from time to time. In the event Customer does not agree such requirements are reasonable and mutually agreeable language cannot be reached, this Agreement will be terminated upon 15 days’ notice by either party

2.2 Customer Responsibilities

a) **Approvals** Customer shall be responsible for the procurement of any and all licenses, approvals, qualifications, permits or certificates where required in connection with the Account

b) Directions Customer shall promptly provide Inspiron Logistics with such guidelines, provisions or other information (collectively, "Directions") as may reasonably be required by Inspiron Logistics from Customer in order to perform the Services. Inspiron Logistics may rely on any directions provided to it by Customer and shall incur no liability as a result thereof. Inspiron Logistics shall not be required to follow any Directions not made or confirmed in writing or email.

2.3 Trademarks Customer hereby grants to Inspiron Logistics a non-exclusive, non-transferable, royalty-free license to use, reproduce, distribute and display the trademarks, service marks and logos of Customer (the "Customer Trademarks") during the Term and solely in connection with the performance of the Services under this Agreement. Inspiron Logistics agrees that all uses of the Customer Trademarks, including the goodwill and reputation associated therewith, will inure to the benefit of Customer.

3 Fees.

3.1 Fees. In consideration for the performance of the Services, Customer shall pay Inspiron Logistics the following fees (collectively the "Fees"):

a) Account Set-up Fees For each Account, in consideration for the set-up services provided by Inspiron Logistics for each Account, Customer shall pay Inspiron Logistics the fee set forth under the heading "Account Set-up Fee" on Schedule A attached hereto.

b) Annual Account Maintenance Fees For each account, in consideration for the maintenance of Account(s) and management of the account, for each year during the Account Term, Customer shall pay Inspiron Logistics the fee set forth under the heading "Annual Account Maintenance Fee" on Schedule A attached hereto for each account. The Annual Account Maintenance Fee for each year shall be invoiced on an Annual basis and payable on the first day of such year during the Account Term with payment due prior to the start date of the Account or the renewal date.

4 Term.

4.1 Term The term of this Agreement commences on the Contract Term Date and continues for Two (2) Years thereafter (together with any renewal term the "Term") as specified in Schedule A. At the end of the Two (2) years' service, this agreement will automatically renew for an additional year unless customer provides written notice of Termination with no

less than Sixty (60) days' notice following the end of that year's contract period. In the event, notice occurs after the end of that year's contract period but prior to the end of the 60-day notice period, Customer shall be liable for and promptly pay a prorated share of the Annual Account Maintenance Fee. In the event terms in which Inspiron Logistics is engaged with its vendors to provide service to the Customer changes, an addendum will be created and must require a signature to continue the term of this agreement. In the event either party does not agree with the addendum and mutually agreeable language cannot be reached, this agreement will immediately be terminated by written notice by either party.

4.2 Termination. In addition to and as otherwise stated herein, this Agreement may be terminated immediately by either Party upon written notice to the other Party if (i) the other Party files a petition in bankruptcy or otherwise becomes subject to bankruptcy proceedings, or makes an assignment for the benefit of its creditors, or (ii) the other Party materially breaches its obligations under this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of such breach, or (iii) Inspiron Logistics has more than two failures, each noticed in writing by the Customer to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error, except that Customer operator error and errors attributable to Third-party companies, other than Inspiron Logistics, shall not be attributed to or accountable to Inspiron Logistics.

4.3 Effect of Termination. Except for data that is required to be retained by Recipient to comply with applicable laws or governmental regulations, upon any termination or expiration of this Agreement for any reason, each Party shall promptly return the other Party's Confidential Information or to the extent permitted by law destroy it as directed by the owner of the Confidential Information and certify its destruction in writing within ten (10) days. Any Sections that by their nature refer to obligations of a Party applicable beyond the Term shall survive the expiration or termination of this Agreement. Upon the termination or expiration of this Agreement, the Parties hereto agree that each Party shall immediately cease the utilization of any trademarks of the other. In the event of termination in advance of the term of the Agreement with cause, Customer shall be promptly refunded a prorated amount of the service fee paid, which payment amount shall equal the amount paid by the Customer times a ratio calculated as the amount of days left in the initial term (or then current annual term) of the Agreement divided by the number of days in the initial term (or then current annual term) of the agreement.

5 **Confidentiality.**

5.1 Confidential Information Each party ("Recipient") acknowledges that in the course of Inspiron Logistics performing the Services each party may have access to certain Confidential Information of the other party ("Disclosing Party")

5.2 Duties Recipient shall maintain the Confidential Information as confidential, and will not use it in any way, for itself or for any third party except as required to achieve the purposes of this Agreement, nor disclose to any third party (except to Recipient's employees, consultants, contractors, attorneys, accountants and other advisors (collectively "Representatives") who have a need to know such Confidential Information for purposes of Recipient's performance of its obligations under this Agreement and who have been informed of and are obligated to comply with the confidential nature of such information and of the terms of this Agreement) Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of any of Disclosing Party's Confidential Information and to the extent permitted by law will take reasonable precautions to protect the confidentiality of such information at least as stringent as it takes to protect its own Confidential Information but in no case less than reasonable care

5.3 Exceptions The obligations of the Recipient specified in this Section shall not apply to the extent any Confidential Information (i) is known to Recipient prior to receipt from Disclosing Party other than as a result of Recipient's breach of any legal obligation, (ii) becomes known (independently of disclosure by Disclosing Party) to Recipient directly or indirectly from a source having the legal right to disclose such Confidential Information, (iii) is or becomes publicly known, except through a breach of this Agreement by Recipient, or (iv) is required to be disclosed by Recipient to comply with applicable laws or governmental regulations, provided that Recipient gives Disclosing Party reasonable prior written notice of such disclosure sufficient to permit Disclosing Party to contest such disclosure

5.4 Ownership of Confidential Information The Disclosing Party is and shall remain the exclusive owner of Confidential Information and all intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement

6 **Liability, Warranty**

6.1 Limitation of Liability EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS EXCEPT FOR AMOUNTS OWED HEREUNDER AND CLAIMS ARISING OUT OF SECTIONS 1, 3, 6 AND 8, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED \$19,350

6.2 Warranty

a) Mutual Warranty Each party hereby represents and warrants that it (i) has the full power, ownership interests and the right to enter into this Agreement and to grant the rights and licenses contemplated by this Agreement, without the need for any consents, approvals or immunities not yet granted and without any conflict with, breach of or default under its articles of incorporation, bylaws or other charter documents or any contract by which it is bound and (ii) has all required licenses, consents, approvals and permits from any person necessary to perform its obligations under this Agreement.

b) Inspiron Logistics Warranty. Inspiron Logistics hereby represents and warrants that it shall perform all Services in a good and workmanlike manner. The foregoing shall not be construed as a warranty that the Platform of Services will function without error.

c) Exclusive Remedies For any breach of the warranties set forth in Section 6.2(b), Customer's sole and exclusive remedy and Inspiron Logistics' entire liability shall be, at Customer's discretion, either (a) correct the error that caused the breach of warranty, (b) re-perform the Services or (c) in the event that Inspiron Logistics is unable to cure such breach, termination of this Agreement.

7 Carrier Restrictions/Requirements

7.1 General Carrier Restrictions Customer acknowledges and agrees that (i) one or more Carriers may obligate Inspiron Logistics to require certain commitments and representations from third parties such as the Customer seeking to use such Carriers' services and/or equipment (ii) Inspiron Logistics may be required to deliver and obtain agreement to terms of use of the Carriers' services and/or one or more Carriers' services or equipment from Subscribers, and/or (iii) certain Carriers may place limitations on the type, length, maximum rate of message flow or other characteristics of Messages that such Carriers will agree to handle at a given time Inspiron Logistics will provide written notice to Customer of any Carrier terms (including updates thereof from time to time if required by Carriers) that Inspiron Logistics is obligated to require Customer to acknowledge and comply with Customer will promptly notify Inspiron Logistics if Customer determines that Customer is unwilling to comply or cannot comply with such Carrier's then-current requirements. Customer acknowledges that such noncompliance may result in Inspiron Logistics suspension of its performance of the Services under this Agreement with respect to one or more Carriers or Content. In the event of a suspension of Inspiron Logistics performance for more than 15 days, this Agreement may be terminated immediately upon written notice by either party

7.2 Message Blocking. Customer acknowledges that Carriers reserve the right to investigate any Subscriber complaints alleging a violation by Inspiron Logistics or its content providers (such as the Customer) of a Carrier agreement or violation of requirements imposed by Carriers on Inspiron Logistics and/or its content providers Customer acknowledges that if a Carrier reasonably believes that Inspiron Logistics has violated such requirements, Carrier may refuse to transmit Messages and may suspend or remove Inspiron Logistics' access to the Carrier network If Carriers notify Inspiron Logistics of any alleged violation, and Inspiron Logistics does not promptly remedy such violation (for example by denying access to a Subscriber sending inappropriate messages to other Subscribers), the applicable Carrier may also terminate its agreement concerning access of the Inspiron Logistics Service to such Carriers network Customer further acknowledges that if a Carrier receives a complaint from a customer or a governmental or law enforcement agency ("Outside Complaint") claiming that any Messages are unlawful, obscene, racially or ethnically offensive or depict sexually explicit materials or infringe on the intellectual property rights of others, the Carrier may notify Inspiron Logistics in writing of

such Outside Complaint and, in addition, may suspend such Carrier's connection with Inspiron Logistics until such a time as the complaint has been remedied or otherwise resolved Inspiron Logistics has agreed to remedy any such complaints as promptly as is commercially reasonable Customer acknowledges that such remedies may include without limitation removing the recipient of mobile-terminated messages from various participant lists or blocking certain access to the Service Customer acknowledges that the obligations described in this Section may prevent Inspiron Logistics from performing under this Agreement with respect to such Carriers

7.3 Damage to Carrier Property Customer will not use or assist others to use Carrier communications services (or any equipment or network connections used with such services) in any way that damages Carrier property or interferes with or disrupts a Carrier network or subscribers

7.4 Privacy. Customer acknowledges that Carriers cannot guarantee the privacy of Messages, and accordingly Customer agrees that neither Inspiron Logistics nor the Carriers will be liable to Customer or any other party for lack of privacy or security experienced when using the Inspiron Logistics Service Customer also acknowledges that to the extent permitted by law Carriers have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property including without limitation to protect the efficient operation of their networks or to comply with governmental authorities

7.5 Carrier Charges. Customer acknowledges that for any Message originated by a Carrier Subscriber and transmitted to Inspiron Logistics or another Carrier Subscriber, the Carrier Subscriber will be charged at the text messaging rate reflected in their rate plan

7.6 No liability for actions by Carriers. Customer acknowledges and agrees that, with respect to Carrier communications services (a) one hundred percent of the Messages may not be delivered, and (b) neither Inspiron Logistics nor any Carrier will be liable to Customer for any Messages deleted or not delivered, regardless of the reason for deletion or non-delivery including, without limitation, message processing or transmission errors. Neither Inspiron Logistics nor any Carrier makes any representations or warranties regarding the quality, reliability, timeliness or security of the carrier communications services or that they will be error-free interrupted and free from unauthorized access or that all messages will be delivered

8 Miscellaneous.

8.1 Technical Terms. Each word and

abbreviation which has a technical or trade meaning is used in this Agreement in accordance with such recognized meaning

8.2 Currency Unless otherwise stated, all dollar amounts referred to in this Agreement are in United States dollars

8.3 Remedies Cumulative Unless expressly stated herein, all rights and remedies of a Party under this Agreement are in addition to the Party's other rights and remedies and are cumulative, not alternative

8.4 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without taking into account its principles on conflicts of law. The Parties irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Milwaukee County in the State of Wisconsin for any litigation arising under this Agreement. A Party seeking a remedy or relief (including injunctive or other similar equitable relief) shall not be required to post a bond or other security for costs as a foreign plaintiff or defendant, as the case may be in any jurisdiction or venue in which the mitigation may arise under this Agreement

8.5 Notices All notices required or desired to be delivered or served pursuant to this Agreement may be delivered and served by electronic mail, personal delivery or by pre-paid, first class mail addressed to the intended recipient Party at either their respective addresses first written above or the electronic mail address listed below, or at such other address as may have been designated in accordance with the provisions of this paragraph. Notice is effective on receipt. Electronic mail notices shall be sent to the following for each Party:
City of Franklin: JMatelski@Franklinwi.gov,
LHuening@Franklinwi.gov
Inspiron Logistics: SDetting@InspironLogistics.com

8.6 No Partnership Nothing in this Agreement is intended or will be construed as creating a relationship of joint venture, partnership or employment between the Parties hereto and each of the Parties specifically acknowledges and agrees that their relationship is and shall be solely as independent contractors. Neither Party shall hold itself out contrary to the terms of this Agreement, and neither Party shall become liable for the representation, act or omission of the other Party contrary to the provisions hereof

8.7 No Waiver A waiver by either of the Parties of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof whether or not of the same or similar

nature. No course of dealings or continuing conduct of either Party shall constitute a waiver of or amendment to any provision hereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either of the Parties

8.8 Severance. If any provision of this Agreement or part thereof is held by a court of competent jurisdiction to be void or unenforceable, it shall be deemed to have been severed from the Agreement and the remainder of the provisions of this Agreement shall thereafter continue in full force and effect to the extent permitted by law

8.9 Entire Agreement This Agreement contains the entire agreement between the Parties with respect to the matters contained herein and supersedes all previous discussions, negotiations, understandings, expectations, representations and agreements between the Parties. There are no additional or collateral representations, warranties, terms, conditions, expectations or agreements between the Parties regarding the subject matter hereof except those expressly set forth herein

8.10 Amendment No modification, alteration or amendment of this Agreement shall be valid or binding unless in writing and signed by both Parties

8.11 Assignment Subject to the following sentence, neither Party may assign its rights and obligations under or transfer any of its interest in this Agreement without the prior consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement or transfer any of its interests to any affiliate of such Party, to a purchaser of all or substantially all of such Party's assets, to a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors, administrators and permitted assigns

8.12 Further Assurances The Parties agree to do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full force and effect to this Agreement

8.13 Counterparts This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Facsimile signatures shall be considered original signatures

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

INSPIRON LOGISTICS LLC

CITY OF FRANKLIN

By Scott Dettling

By [Signature]

Name Scott Dettling

Name: Stephen R Olson

Title Managing Partner

Title Mayor



[Signature]

Name: Sandra L. Wesolowski

Title. City Clerk



SCHEDULE A

1. Contract Term Date:

Start Date: 4/22/2020 – End Date: 4/21/22

2. Account Set-up Fee: (waived)

3. 24 Hour/365 Day Client Support (included)

4. Total Combined Account Maintenance Fee and Payment Due Dates

Year 1:	\$9,600.00	DUE: 4/22/2020
Year 2:	\$9,600.00	DUE: 4/22/2021

- ***Basic Package includes 70k completed voice calls***
- ***1/3 of unused voice calls from previous year rollover to the next contract year***

WENS SERVICES AGREEMENT

Attachment A System Functionality and Support

Page 1

In addition to text, email, and paging functionality, Inspiron Logistics will retain a voice-call service capability will retain the ability to distinguish tornado warnings from tornado watches, will send out notices only for those weather events offered by the City and selected by residents through an opt-in procedure, and will retain the ability to send notices based on longitude/latitude polygons as established by NOAA and not based upon FIPS codes

Inspiron Logistics will

- 1) achieve a 120-second turn-around time between receipt of a weather notice from NOAA and sending out a weather notice to registered citizens,
- 2) maintain at least 3 call centers at least two of which must be in different states,
- 3) maintain an "Opt-in" screen that a) allows for citizen self-registration of an unlimited number of phone numbers and e-mail addresses per household or business, but which may require multiple registrations by the citizen, b) allows for unlimited Customer modification to the screen, as performed by Inspiron Logistics to enable registration for different call groups such as but not limited to special issue notifications c) allows the City to determine what NOAA weather alerts are placed as a selectable option for its residents (example Tornado Warnings), and d) enables the Customer to alter Customer's opt-in options during the year and to "map" or transfer to other call groups, as Customer determines, citizens who have previously opted-in,
- 4) maintain a "maximum number of characters per message" of not less than 160 characters,
- 5) notify Customer immediately of any outages that could affect the ability to transmit a message if an emergency arose
- 6) maintain an Imaging & Video Delivery System available for Customer's use
- 7) cooperate with the Customer who will coordinate with the local telephone company to determine an appropriate per-minute call rate, which shall begin at the default rate of 300 per minute
- 8) maintain a citizen "response" capability, which may serve as a survey feature,
- 9) provide unlimited, free outgoing text, paging, and email messages and services
- 10) provide on-line, web-based training as reasonably required by the Customer to ensure Customer can maintain properly trained staff in the event of employee turnover or expanded system use by Customer,
- 11) maintain a staffed customer support line available to Customer 24 hours per day, every day and
- 12) maintain a Customer-accessible mapping tool allowing distribution of messages within geographically mapped polygons

The Customer may

- 1) name brand the system at the Customer's discretion,
- 2) determine the number to appear in Caller ID location,
- 3) provide monthly or as otherwise determined by Customer, an update to the 911 database, and Inspiron Logistics will update the WENS database accordingly at no cost to Customer and will import and scrub the database against previous versions
- 4) offer at no extra cost to the Customer or the participating organization, the use of the WENS system for delivery of messages by other governmental and quasi-governmental organizations associated with the City of Franklin, including but not limited to local school systems and the Customer's Boards, Commissions, and Committees, but excluding hospitals and private businesses,
- 5) have an unlimited number of administrators and/or administration accounts and an unlimited number of Groups and Sub Groups and
- 6) use screen information or copyrighted text describing the service in Customer's promotional material designed to market the service and generate "opt-in" clients without violating restrictions on such use as may be set forth in the Agreement

Citizens may opt-in land lines and cell phones, including non-local numbers but must be a United States number

WENS SERVICES AGREEMENT

Attachment A System Functionality and Support

A completed call is a call answered by a person or an answering machine

The Customer is not charged for calls in error or calls necessary to provide "cancellation" or other corrective notification "Not charged" means that such calls will not be counted as a completed call and will not be counted against the total number of calls allowed by the Agreement

If the contract is terminated for whatever reason as provided for in the contract the database of opt-in numbers and the related opt-in selections will be transferred, at no cost to the Customer or the subsequent vendor, if any to the Customer or the subsequent vendor as determined by the Customer The data shall be transferred in a file format meeting generally accepted industry standard or an Excel database as determined by the Customer

OTHER SUPPORT ISSUES

1 Insurance Inspiron Logistics shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the Client in amounts at least equal to the minimum limits set forth below

A Limit of General/Commercial Liability	\$2 000 000
B Professional Liability	\$1 000 000

Certificates of insurance evidencing the above shall be delivered to the Client upon request and shall provide that such coverages may not be cancelled or amended without 30 days prior written notice to the Client and naming Client as an additional insured for General Liability

2 Indemnification To the fullest extent permitted by law, Inspiron Logistics shall defend indemnify and hold harmless Customer Customer's officers, employees, agents, boards, commissions and agencies from and against costs, losses, and damages (including but not limited to reasonable fees, charges and reasonable court and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of Inspiron Logistics its officers, directors employees, agents and consultants with respect to this Agreement

3 Conflict of Interest Inspiron Logistics 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 Inspiron Logistics warrants that it will immediately notify the Customer if any actual or potential conflict of interest arises or becomes known to Inspiron Logistics Upon receipt of such notification, a Customer review and written approval is required for Inspiron Logistics to continue to perform work under this Agreement

Failure to continually meet the functionality and service requirements set forth herein shall constitute a breach of the Agreement, which breach may be cured in accordance with Section 4.2 of the Agreement, or a "failure" in accordance with Section 4.2 of the Agreement

Section 4.2 shall be amended by striking (ii) and (iii) in their entirety and inserting the following in their place

(ii) the other Party materially breaches its obligations under this Agreement or Inspiron Logistics fails to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error except that Customer operator error and errors attributable to Third-party companies other than Inspiron Logistics, shall not be attributed to or accountable to Inspiron Logistics



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Strachan Novak Insurance Services 2190 E Enterprise Parkway Twinsburg, OH 44087	CONTACT NAME Rose DiTomaso	PHONE (A/C, No, Ext.) (330)963-3800	FAX (A/C, No.) (330)963-3811
	E-MAIL ADDRESS rditomaso@sn-insure.com		
INSURED Inspiron Logstics LLC 1970 N. Cleveland Massillon Rd Bath, OH 44210	INSURER(S) AFFORDING COVERAGE Lloyd's of London		NAIC #
	INSURER A		
	INSURER B		
	INSURER C		
	INSURER D		
	INSURER E		

COVERAGES CERTIFICATE NUMBER: 00004594-314823 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	Y		ESJ0131474786	05/03/2021	05/03/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ESJ0131474786	05/03/2021	05/03/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE POLICY LIMIT \$
A	Professional Liability (E&O)			ESJ0131474786	05/03/2021	05/03/2022	Ea Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is named as an additional insured under the General Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin, Wisconsin
9229 W. Loomis Rd.
Franklin, WI 53132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rose DiTomaso

(RAD)

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 4, 2022
Reports & Recommendations	RESOLUTION TO ACCEPT PUBLIC RECREATIONAL TRAIL EASEMENTS IN THE RYAN MEADOWS SUBDIVISION FOR THE COMPLETION OF THE RYAN MEADOWS TRAIL (TKN 938-9994-004)	ITEM NO. G.6.

BACKGROUND

Resolution 2022-7825 approved a Certified Survey Map (CSM) consisting of portions of Lot 84 in Ryan Meadows and a part of Parcel 1 of CSM No. 975 in and adjacent to the Ryan Meadows Subdivision and S. 112th Street for joint applicants of Loomis & Ryan, Inc. and Gurjit Singh and Gurmit Kaur, property owners. This CSM included Public Recreation Trail Easements for lots 2 and 3- both of which are on the previous Gurjit Singh and Gurmit Kaur parcel (TKN 938-9994-004).

Enclosed are Public Recreational Trail easements for both lots.

ANALYSIS

On July 20, 2021, Common Council authorized GRAEF-USA Inc. (Resolution 2021-7753) to design a portion of Ryan Creek Trail for this area anticipating another route to S. 112th Street. Staff was also authorized to bid the trail construction in 2021. Staff's discussions with the adjacent property owners were not as anticipated and the design of the trail stalled. This new path to S. 112th Street will allow GRAEF to proceed with the design and allow construction of the path to occur in 2022.

FISCAL NOTE

Acceptance of the easements has no financial impact except that it will allow the design and construction of a trail anticipated in 2021 using park impact fees and City capital funds.

RECOMMENDATION

Resolution 2022-_____ a resolution to accept Public Recreational Trail Easements in the Ryan Meadows Subdivision for the completion of the Ryan Meadows Trail (TKN 938-9994-004) and authorize trail construction to be bid in 2022.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

A RESOLUTION TO ACCEPT PUBLIC RECREATIONAL TRAIL EASEMENTS IN THE RYAN MEADOWS SUBDIVISION FOR THE COMPLETION OF THE RYAN MEADOWS TRAIL (TKN 938-9994-004)

WHEREAS, easements are required to install, maintain and operate a public recreational trail in Ryan Meadows subdivision; and

WHEREAS, the property owners Loomis & Ryan, Inc. and Gurjit Singh and Gurmit Kaur have agreed to convey permanent easements across lots 2 and 3, respectively, as depicted and described upon a Certified Survey Map approved by the Common Council pursuant to Resolution No. 2022-7825 adopted on February 15, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it is in the best interests of the City to accept such easements on Lots 2 and 3 of the Certified Survey Map approved pursuant to Resolution No. 2022-7825, that such easements in the form and content as annexed hereto (with the blanks regarding tax key nos. etc. to be completed following the recording of the Certified Survey Map), be and the same are hereby approved and accepted.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to receive and execute such easements on behalf of the City of Franklin.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to record said easements with the Register of Deeds for Milwaukee County subsequent to the recording of the Certified Survey Map.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**PUBLIC RECREATIONAL TRAIL
EASEMENT**

Document Number

Document Name

This Recreational Trail Easement (the "Easement") by and between **Loomis & Ryan, Inc.**, (the "Grantor"), and the **City of Franklin**, (the "Grantee") is entered into by and between the parties this ____ day of _____, 2022.

RECITALS

A. Grantor is the owner of certain real property located at Monarch Drive, in the City of Franklin, Milwaukee County, Wisconsin, which is more fully described in the attached Exhibit A (the "Property").

B. Grantor desires to grant to Grantee a perpetual easement for the purpose of creating and maintaining a public recreational trail easement on and through the Property pursuant to the terms and conditions of this Easement.

BASED UPON THE FOREGOING RECITALS, the mutual agreements within this Easement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

Recording Data

Name and Return Address

City of Franklin
c/o City Clerk
9229 W. Loomis Road
Franklin, Wisconsin 53132

Parcel Identification Number

798-9988-001

1. **Grant of Easement:** Grantor (including heirs, executors, administrators, personal representatives, successors, and assigns) grants to Grantee, and its employees, agents, licenses, and contractors a perpetual easement over and across the land hereinafter specifically described, to install, operate, maintain, repair, reconstruct, inspect and/or extend a recreational trail for public pedestrian, bicycle, and similar non-motorized use. The location of the easement area with respect to the Grantor's land is as shown and described on the attached Exhibit B (the "Easement Area"). Specifically, under this Easement, Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees, shrubs, or other vegetation that may encroach on the Easement Area provided that Grantee shall dispose of all cuttings and trimmings by hauling them away from the Property. Grantee shall also provide signage along the recreational trail in the Easement Area acknowledging the grant of easement by the Grantor and requesting that users of the trail minimize noise during funeral proceedings conducted on the Property.

2. **Use of Easement:** Grantor shall not construct, place, grant, allow, or maintain any structures or impediments of any kind within the Easement Area including, but not limited to, buildings, fences, gardens, and other landscaping that would inhibit access by the Grantee and/or members of the public, such that Grantee shall have the full enjoyment and use of the rights herein granted, including but not limited to, the rights to remove and to clear all structures and obstructions which might interfere with the rights herein contained and the free and full right of ingress and egress over and across the Easement Area and other adjacent lands of the grantor to and from said Easement Area and the use of said Easement Area and other adjacent lands of the grantor as necessary or convenient for the full enjoyment and use of the rights herein granted. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the Easement Area. Subject to the above, Grantor reserves the right to use the Easement Area for purposes that will not interfere with the Grantee's full enjoyment of the Easement rights granted in this Easement. If Grantor, upon reasonable notice to the Grantee, initiates improvements on the Property which would interfere with the use of the Easement Area, the Grantee agrees to pay for the relocation of the Easement Area to accommodate said improvements.

3. **Restoration and Maintenance:** Except in the case of a breach by Grantor or a termination by agreement under Paragraph 9 below, Grantee agrees to restore or cause to have restored the Grantor's land as nearly as is reasonably possible to the condition existing prior to such entry by the Grantee or its agents. This restoration however, does not

apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area. Regular maintenance of the surface of the Easement Area shall be the sole responsibility of the Grantee.

4. **Indemnification:** To the fullest extent permitted by law, Grantee shall indemnify and hold harmless Grantor and its officers, directors, partners, and employees from and against costs, losses, and damages caused solely by the negligent acts or omissions of Grantee or Grantee's officers, directors, partners, employees, agents, and consultants in the performance activities called for under the Restoration and Maintenance provisions of Paragraph 3 above. However, nothing contained within this Easement is intended to be a waiver or estoppel of the Grantee or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wis. Stat. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Grantee 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.

5. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future and that none of the rights herein granted shall be lost by non-use.

6. **Waiver:** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms of conditions of this Easement.

7. **Enforcement:** Enforcement of this Easement may be proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to prevent a violation or to obtain any other relief. Should a party enforcing this Easement by appropriate action prevail in litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees.

8. **Entire Agreement; Amendment:** This Easement contains the entire agreement between the parties relating to the rights granted and obligations assumed. Any modifications to this Easement must be in writing and signed by both parties.

9. **Termination:** This Easement may be terminated only by a written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee. Grantee, its successors, and assigns may execute and record a release of this Easement at any time. This Easement shall also terminate if the purposes of the Easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. **Governing Law:** This Easement shall be construed and enforced in accordance with the internal law of the State of Wisconsin.

11. **Covenants Run with Land:** All of the terms and conditions in this Easement, including the benefits and burden, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. Grantor shall cooperate with Grantee in recording any instrument deemed necessary by Grantee to address the provisions of Wis. Stat. § 893.33(6).

[SIGNATURE PAGES FOLLOW]

GRANTOR

LOOMIS & RYAN, Inc

By: _____
Stephen R. Mills, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
KENOSHA COUNTY)

Personally, came before me this _____ day of _____, 2022, the above-named, Stephen R. Mills, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Milwaukee County, Wisconsin
My commission (expires) (is) _____.

GRANTEE

CITY OF FRANKLIN

ATTEST:

By: _____
Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally, came before me this ____ day of _____, 2022, the above-named Stephen R. Olson and Sandra L. Wesolowski, Mayor and City Clerk of the City of Franklin respectively, to me known to be such officers and acknowledge that they executed the foregoing instrument in such capacity.

Notary Public, Milwaukee County, Wisconsin
My commission (expires) (is) _____.

DRAFTED BY:
Brian C. Sajdak, Assistant City Attorney

EXHIBIT A

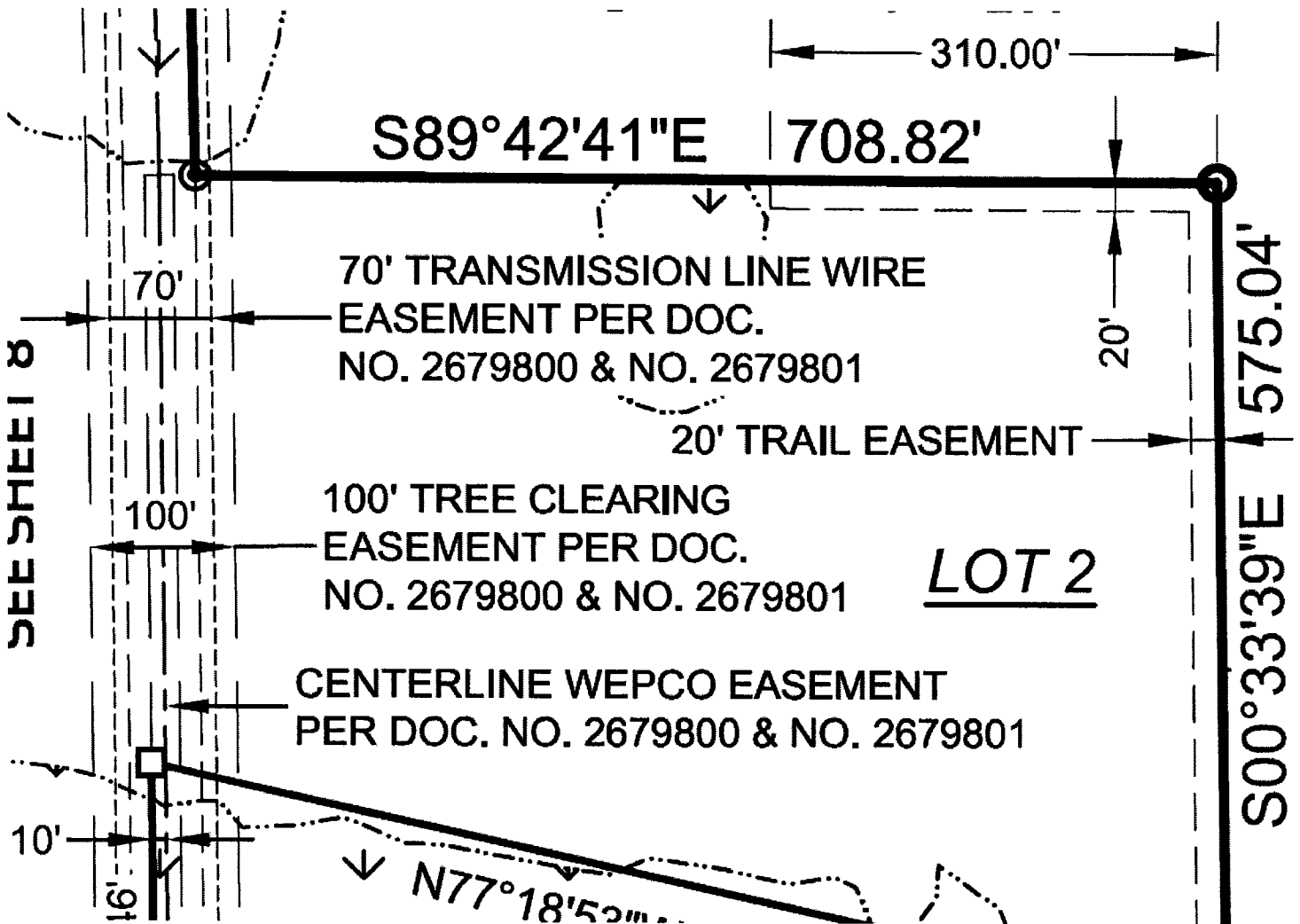
Legal Description – Property

Being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Nap No. 975, located in the Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ AND the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Lot 2 of Certified Survey Map Number _____.

EXHIBIT B

Easement Area



Description of Public Recreational Trail Easement

Part of the Lot 2 of the Certified Survey Map No. _____, Document No. _____, Recorded _____ at Milwaukee County Register of Deeds. Also, being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Nap No. 975, located in the Southwest ¼ and Northwest ¼ of the Northeast ¼ AND the Northwest ¼ of the Southeast ¼ AND the Northeast ¼ of the Southwest ¼ AND the Northeast ¼ and the Southeast ¼ of the Northwest ¼ all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of said Lot 2 also a point of beginning of the 20 foot wide Public Recreational Trail Easement; thence $N89^{\circ}42'41''W$, 310.00 feet to a point; thence $S00^{\circ}33'39''E$, 20.00 feet to a point; thence $S89^{\circ}42'41''E$, 290.00 feet to a point; thence $S00^{\circ}33'39''E$, 550.63 feet to a point; thence $S77^{\circ}18'53''E$, 20.55 feet to a point; thence $N00^{\circ}33'39''W$, 575.04 feet to the point of beginning.

Document Number	PUBLIC RECREATIONAL TRAIL EASEMENT	
	Document Name	

This Recreational Trail Easement (the "Easement") by and between **Gurjit Singh and Gurmit Kaur**, (the "Grantor"), and the **City of Franklin**, (the "Grantee") is entered into by and between the parties this ____ day of _____, 2022.

RECITALS

A. Grantor is the owner of certain real property located at 112th Street, in the City of Franklin, Milwaukee County, Wisconsin, which is more fully described in the attached Exhibit A (the "Property").

B. Grantor desires to grant to Grantee a perpetual easement for the purpose of creating and maintaining a public recreational trail easement on and through the Property pursuant to the terms and conditions of this Easement.

BASED UPON THE FOREGOING RECITALS, the mutual agreements within this Easement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. **Grant of Easement:** Grantor (including heirs, executors, administrators, personal representatives, successors, and assigns) grants to Grantee, and its employees, agents, licenses, and contractors a perpetual easement over and across the land hereinafter specifically described, to install, operate, maintain, repair, reconstruct, inspect and/or extend a recreational trail for public pedestrian, bicycle, and similar non-motorized use. The location of the easement area with respect to the Grantor's land is as shown and described on the attached Exhibit B (the "Easement Area"). Specifically, under this Easement, Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees, shrubs, or other vegetation that may encroach on the Easement Area provided that Grantee shall dispose of all cuttings and trimmings by hauling them away from the Property. Grantee shall also provide signage along the recreational trail in the Easement Area acknowledging the grant of easement by the Grantor and requesting that users of the trail minimize noise during funeral proceedings conducted on the Property.

2. **Use of Easement:** Grantor shall not construct, place, grant, allow, or maintain any structures or impediments of any kind within the Easement Area including, but not limited to, buildings, fences, gardens, and other landscaping that would inhibit access by the Grantee and/or members of the public, such that Grantee shall have the full enjoyment and use of the rights herein granted, including but not limited to, the rights to remove and to clear all structures and obstructions which might interfere with the rights herein contained and the free and full right of ingress and egress over and across the Easement Area and other adjacent lands of the grantor to and from said Easement Area and the use of said Easement Area and other adjacent lands of the grantor as necessary or convenient for the full enjoyment and use of the rights herein granted. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the Easement Area. Subject to the above, Grantor reserves the right to use the Easement Area for purposes that will not interfere with the Grantee's full enjoyment of the Easement rights granted in this Easement. If Grantor, upon reasonable notice to the Grantee, initiates improvements on the Property which would interfere with the use of the Easement Area, the Grantee agrees to pay for the relocation of the Easement Area to accommodate said improvements.

3. **Restoration and Maintenance:** Except in the case of a breach by Grantor or a termination by agreement under Paragraph 9 below, Grantee agrees to restore or cause to have restored the Grantor's land as nearly as is reasonably possible to the condition existing prior to such entry by the Grantee or its agents. This restoration however, does not

Recording Data
Name and Return Address City of Franklin c/o City Clerk 9229 W. Loomis Road Franklin, Wisconsin 53132
Parcel Identification Number 798-9988-001

apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area. Regular maintenance of the surface of the Easement Area shall be the sole responsibility of the Grantee.

4. **Indemnification:** To the fullest extent permitted by law, Grantee shall indemnify and hold harmless Grantor and its officers, directors, partners, and employees from and against costs, losses, and damages caused solely by the negligent acts or omissions of Grantee or Grantee's officers, directors, partners, employees, agents, and consultants in the performance activities called for under the Restoration and Maintenance provisions of Paragraph 3 above. However, nothing contained within this Easement is intended to be a waiver or estoppel of the Grantee or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wis. Stat. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Grantee 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.

5. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future and that none of the rights herein granted shall be lost by non-use.

6. **Waiver:** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement.

7. **Enforcement:** Enforcement of this Easement may be proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to prevent a violation or to obtain any other relief. Should a party enforcing this Easement by appropriate action prevail in litigation, that party shall be entitled to recover, as part of its costs, reasonable attorney's fees.

8. **Entire Agreement; Amendment:** This Easement contains the entire agreement between the parties relating to the rights granted and obligations assumed. Any modifications to this Easement must be in writing and signed by both parties.

9. **Termination:** This Easement may be terminated only by a written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee. Grantee, its successors, and assigns may execute and record a release of this Easement at any time. This Easement shall also terminate if the purposes of the Easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. **Governing Law:** This Easement shall be construed and enforced in accordance with the internal law of the State of Wisconsin.

11. **Covenants Run with Land:** All of the terms and conditions in this Easement, including the benefits and burden, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. Grantor shall cooperate with Grantee in recording any instrument deemed necessary by Grantee to address the provisions of Wis. Stat. § 893.33(6).

[SIGNATURE PAGES FOLLOW]

EXHIBIT A

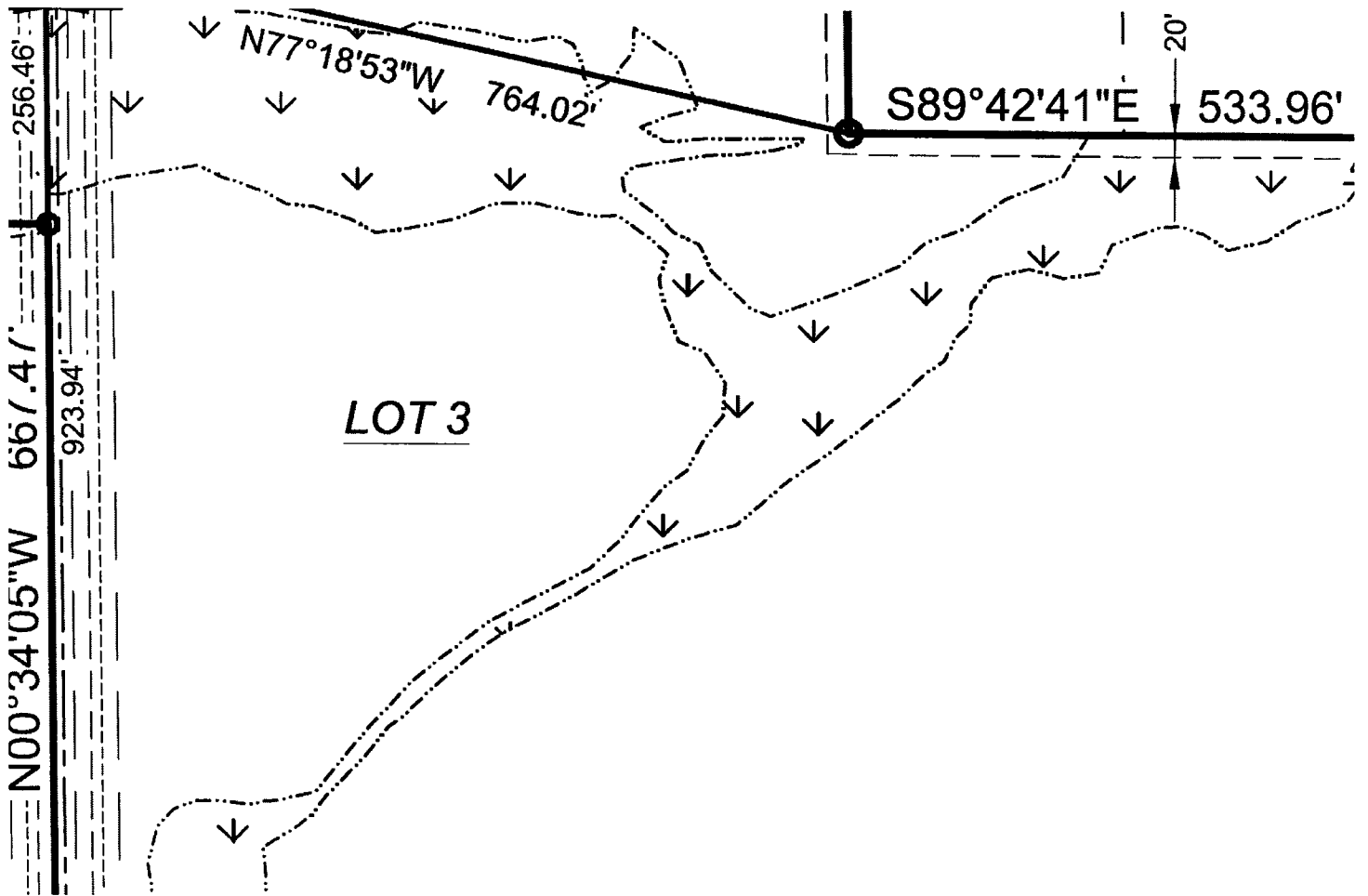
Legal Description – Property

Being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Nap No. 975, located in the Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ AND the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin described as follows:

Lot 3 of the Certified Survey Map Number _____

EXHIBIT B

Easement Area



Description of Public Recreational Trail Easement

Part of the Lot 3 of the Certified Survey Map No. _____, Document No. _____, Recorded _____ at Milwaukee County Register of Deeds. Also, being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Nap No. 975, located in the Southwest ¼ and Northwest ¼ of the Northeast ¼ AND the Northwest ¼ of the Southeast ¼ AND the Northeast ¼ of the Southwest ¼ AND the Northeast ¼ and the Southeast ¼ of the Northwest ¼ all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of said Lot 3 also a point of beginning of the 20 feet wide Public Recreational Trail Easement; thence S89°42'41"E, 533.96 feet to a point; thence N77°42'41"E, 20.55 feet to a point; thence S00°33'39"E, 20.41 feet to a point; thence S89°42'41"E, 553.96 feet to a point; thence N00°33'39"E, 20.00 feet to the point of beginning.

APPROVAL <i>Stw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 4, 2022
Reports & Recommendations	AN ORDINANCE TO AMEND §92-1 OF THE MUNICIPAL CODE TO ADD LANDSCAPING AND FINAL GRADE CERTIFICATION AS A CONDITION AT TIME OF ISSUANCE OF ANY FINAL OCCUPANCY PERMIT AND DELETE §92-4	ITEM NO. G.7.

BACKGROUND

Currently, a Developer submits a master grading plan for a subdivision. That master grading plan is reviewed and approved by the City Engineer. Typically, the Developer completes the subdivision and homes are constructed on individual lots by a Builder after the Developer is done with his obligations. The home sites are not always constructed in compliance with the master grading plan.

There is also a requirement to provide ground cover as landscaping within one year of occupancy but that is only followed up when responding to complaints.

ANALYSIS

Outside of the Developer's obligations in the subdivision development agreement, the home builder submits a marked-up plat of survey which proposes a plan that demonstrates the grading on the individual lots are in compliance with the master grading plan. The City Engineer reviews and approves the marked-up plat of survey and the Inspection Department inspects the construction of the home and issues temporary and permanent occupancies.

The Inspection Department can only provide a visual inspection that the lot was graded in compliance with the marked-up plat of survey. The Engineering Department does not visit each site and certify that the lot is in compliance with the marked-up plat of survey. There have been many cases where a building lot was not graded as was indicated on the marked-up plat of survey. The non-compliance lot was not apparent until after all occupancies were granted and the Engineering Department was called to settle a private property drainage concern.

Staff has discussed potential changes to procedures to ensure that this is no longer a concern. The options were:

1. City Engineering Department must survey and inspect all lots prior to receiving final occupancy permit. The Staff is already encumbered with many tasks and adding this to the list would add more work to the backlog. It would be likely that many occupancy permits would be delayed while coordinating schedules between the landscaper and City Staff. In addition, state statutes may not allow this non-building code issue to hold up an occupancy permit.
2. City Engineering Staff would spot check a portion of the lots for compliance. Although not as much work as the first option, this has the same concern as above and can be seen as unfair in that not all lots were checked and likewise has the same concern regarding compliance with state statutes concerning holding up occupancy. There would be a probability that any non-compliant lots would not be checked.
3. Require that the builder provide self-certification as other communities do. This will add some expense to the builder but would shift the urgency of certification on the builders. This option will not place additional burdens on the Engineering and Inspection

Departments and would expedite the occupancy permit without needing to coordinate schedules with landscapers. Most importantly, this option is the only option that would ensure that someone (the certifier) would be responsible to fix drainage concerns when the lot was not graded as certified. The concern with this option is how one would certify a property if occupancy permit were achieved in winter.

4. Add a requirement to the 1-year landscaping requirements that includes self certification. This would mimic what other communities require but tie the requirement to landscaping and not building occupancy.

Staff recommends that Franklin implement a certification program as other local communities do. Below is language borrowed from Oak Creek municipal code 15.12(o) (3). Note that it is tied to, but not conditioned upon, issuance of occupancy and is complicated depending upon the time of year.

Final Grade Certification As a condition at time of issuance of any occupancy permit, the building permit applicant or owner shall submit to the City Engineer for approval a certified "As-Built" survey substantially conforming to the Master Grading Plan on file in the Engineering Department. Subject to the approval of the City Engineer if an owner or builder requests a final occupancy inspection between December 1st and April 1st, the builder or owner may submit a bond, certified check or money order payable to the city in an amount determined by the City Engineer to secure the builder's or owner's obligation to comply with this section. Upon submission of a certified "as built" survey substantially conforming to the master grading plan, the bond, certified check or money order shall be returned. If the grades are not certified within six months the temporary occupancy lapses, the deposit is lost and a citation may be issued for violation of this subsection.

Staff's discussion with Oak Creek's Engineering Department indicates that they seldom get calls concerning a neighbor where a lot was not graded as proposed. However, when they do get a call, they are able to say that the grading was correct at occupancy and that someone disrupted it at a later date.

Staff proposes that Franklin Municipal Code §92-1 Building Site Improvements be amended with relocated language from §92-4. In section A: paragraph (1) discusses the design of the site; paragraph (2) discusses certification of grade and location of the home footings; and paragraph (3) would read as follows:

(3) Landscaping and Final Grade Certification.

- (a) At the time of issuance of a building permit, the building permit for a new one or 2-family dwelling unit, applicant shall submit \$500 bond, certified check or money order for surety to ensure compliance with landscaping requirements and substantial conformance with the approved Plat of Survey Grading Plan on file in the Engineering Department.**
- (b) All lots in residential areas shall be landscaped with a ground cover of a common species of grass to prevent erosion within one year after an occupancy permit or temporary occupancy permit is issued.**

- (c) **Within one year of issuance of occupancy permit, the building permit applicant or owner shall submit to the City Engineer for approval a certified “As-Built” survey substantially conforming to the Plat of Survey Grading Plan on file in the Engineering Department. Certification shall be provided by a licensed surveyor licensed to practice in the State of Wisconsin in a form acceptable to the City Engineer.**
- (d) **Upon submission of a certified “as built” survey substantially conforming to the master grading plan, the bond, certified check or money order shall be returned.**
- (e) **If the grades are not certified within one year of issuance of occupancy permit, the deposit is lost and a citation may be issued to the property owner for violation of this subsection.**

The above language incorporates §92-4 Sections A and B. Section C may be discarded as it is no longer applicable to any lots in the City of Franklin.

- A All lots in residential areas shall be landscaped with a ground cover of a common species of grass to prevent erosion See proposed (3)(b) above.*
- B The landscaping of lots on which homes have been constructed shall be landscaped with a ground cover within one year after an occupancy permit or temporary occupancy permit is issued. See proposed (3)(b) above.*
- C. All existing lots presently occupied at the time this section is adopted shall be required to landscape their lots with a ground cover within one year from the effective date of this section. No longer needed.*

FISCAL NOTE

No impact on City finance. Staff has solicited builders and this will add approximately \$400-\$600 to the cost of a new home.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance 2022-_____, an ordinance to amend §92-1 of the Municipal Code to add landscaping and final grade certification as a condition at time of issuance of any final occupancy permit and delete §92-4.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2022-_____

ORDINANCE TO AMEND SECTION 92-1 OF THE MUNICIPAL CODE TO ADD LANDSCAPING
AND FINAL GRADE CERTIFICATION AS A CONDITION AT TIME OF ISSUANCE OF ANY
FINAL OCCUPANCY PERMIT AND DELETE SECTION 92-4

WHEREAS, the City wishes to address landscaping for new homes that does not comply with master grading plans for subdivisions.

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

SECTION I. Section 92-1 “Building site improvements” be amended with an addition of Section A.(3) as follows:

(3) Landscaping and Final Grade Certification.

- (a) At the time of issuance of a building permit, the building permit for a new one or 2-family dwelling unit, applicant shall submit \$500 bond, certified check or money order for surety to ensure compliance with landscaping requirements and substantial conformance with the approved Plat of Survey Grading Plan on file in the Engineering Department.**
- (b) All lots in residential areas shall be landscaped with a ground cover of a common species of grass to prevent erosion within one year after an occupancy permit or temporary occupancy permit is issued.**
- (c) Within one year of issuance of occupancy permit, the building permit applicant or owner shall submit to the City Engineer for approval a certified “As-Built” survey substantially conforming to the Plat of Survey Grading Plan on file in the Engineering Department. Certification shall be provided by a licensed surveyor licensed to practice in the State of Wisconsin in a form acceptable to the City Engineer.**
- (d) Upon submission of a certified “as built” survey substantially conforming to the master grading plan, the bond, certified check or money order shall be returned.**
- (e) If the grades are not certified within one year of issuance of occupancy permit, the deposit is lost and a citation may be issued to the property owner for violation of this subsection.**

SECTION II. Section 92-4 “Landscape of lawn areas” of the Municipal Code is deleted in total.

SECTION III. 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 IV All ordinances or parts of ordinances in contravention to this Ordinance are hereby repealed.

SECTION V. 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 on the _____ day of _____, 2022, by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

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APPROVAL <i>Stw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 4, 2022
Reports & Recommendations	A RESOLUTION TO AWARD THE 2022 LOCAL STREET IMPROVEMENT PROGRAM RESURFACING AND CONTRACT TO STARK PAVEMENT CORP., IN THE AMOUNT OF \$891,491.05	ITEM NO. G.8.

BACKGROUND

On February 15, 2022, Common Council directed Staff to advertise and bid the 2022 Local Street Improvement Program as two separate contracts. One contract, the 2022 Local Street Improvement Program Resurfacing (LSIP) will contain the segments receiving pulverize or mill and overlay treatments. The other contract, the 2022 Local Street Preventative Maintenance Program (LSPM) will contain the segments receiving seal coating treatments and is a separate Council Action item.

Portions of the following roads were included in the 2022 LSIP bid documents: W. Mayers Drive; W. Church Street; S. 68th Street; S. 49th Street (2 segments); W. Franklin Drive (2 segments); E. Francis Court; and W. Francis Court. The program is anticipated to begin in June with completion in late August.

Four (4) bids were received on March, 24, 2022, for the 2022 LSIP.

ANALYSIS

The bids received were as follows:

	<u>Total Base Bid</u>
Stark Pavement Corp.	\$ 1,136,015.45
Payne & Dolan, Inc.	\$ 1,228,816.24
Wolf	\$ 1,371,700.20
LaLonde Contractors, Inc.	\$ 1,522,704.88

The engineer's estimate for the roads that were bid was \$1,099,168.40. Staff requested \$2,500,000.00, and \$1,159,000.00 is in the Adopted 2022 budget. The budget available to the 2022 LSIP is \$1,059,000.00, as \$100,000.00 was anticipated (separate Council Action item) to fund the 2022 Local Street Preventative Maintenance Program (LSPM).

Due to significant rises in material costs (asphalt prices went up from \$58.45/ton in 2021, to \$76.30/ton in 2022), three segments will need to be subtracted from the Program. The Project Specifications state that *"Depending on available budget and unit prices, street segments may be added to or subtracted from the Program. The City of Franklin reserves the right to delete or add any street segment they deem necessary. Such deletion or addition shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with"* Condition 41 in the General Conditions to the Contract portion of the Bid Documents states that *"The Owner, upon proper action by its governing body, may authorize changes in the work to be performed or the materials to be furnished pursuant to the provisions of this contract. Adjustments, if any, in the amounts to be paid to the contractor by reason of any such changes shall be determined by one or more of the following methods (a) By unit prices contained in the contractor's original bid and incorporated in his construction contract"*

Since this is a unit price contract, City Staff re-calculated the estimate based on the removal of three segments using Stark's bid unit prices. The revised estimate is \$891,491.05.

Staff tries to keep the bid estimate about 15% under the budgeted amount to account for DPW expenses and overruns. This allows \$891,491.05 to be awarded to Stark and \$167,508.95, for DPW expenses and overruns.

Staff recommends the award to Stark Pavement Corporation in the amount of \$891,491.05.

The revised estimate includes the following roads: W. Mayers Drive; W. Church Street; S. 68th Street; W. Franklin Drive; E. Francis Court; W. Francis Court.

OPTIONS

Approve or deny the award.

FISCAL NOTE

The 2022 Adopted Budget allocated \$1,159,000 in available funds for the City's Street Improvement Program, ADA Curb Ramps, and W. Mayers Drive improvements. \$1,059,000 of that is anticipated to fund the 2022 LSIP (GL No. 47-0331-5823)

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2022 - _____, a resolution awarding the 2022 Local Street Improvement Program Resurfacing and contract to Stark Pavement Corporation, in the amount of \$891,491.05.

Engineering: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN . MILWAUKEE COUNTY

RESOLUTION NO 2022 - _____

A RESOLUTION TO AWARD
THE 2022 LOCAL STREET IMPROVEMENT PROGRAM RESURFACING
AND CONTRACT TO STARK PAVEMENT CORP., IN THE AMOUNT OF \$891,491 05

WHEREAS, the City of Franklin advertised and solicited bids for the 2022 Local Street Improvement Program Resurfacing; and

WHEREAS, four bids were received on March 24, 2022 and Stark Pavement Corp. was the lowest responsive and responsible bidder; and

WHEREAS, Stark Pavement Corp. is a qualified public works contractor; and

WHEREAS, DPW expenses and overruns are budgeted at 15 percent of the expenses; and

WHEREAS, the 2022 Local Street Improvement Program was adopted at \$1,159,000 with \$1,059,000 available for the 2022 Local Street Improvement Program Resurfacing; and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the contract in the amount of \$891,491.05 to Stark Pavement Corp..

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 2022 Local Street Improvement Program Resurfacing contract to Stark Pavement Corp..

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Stark Pavement Corp. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____
day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk


AYES _____ NOES _____ ABSENT _____


CITY OF FRANKLIN 2022 Local Street Improvement Program

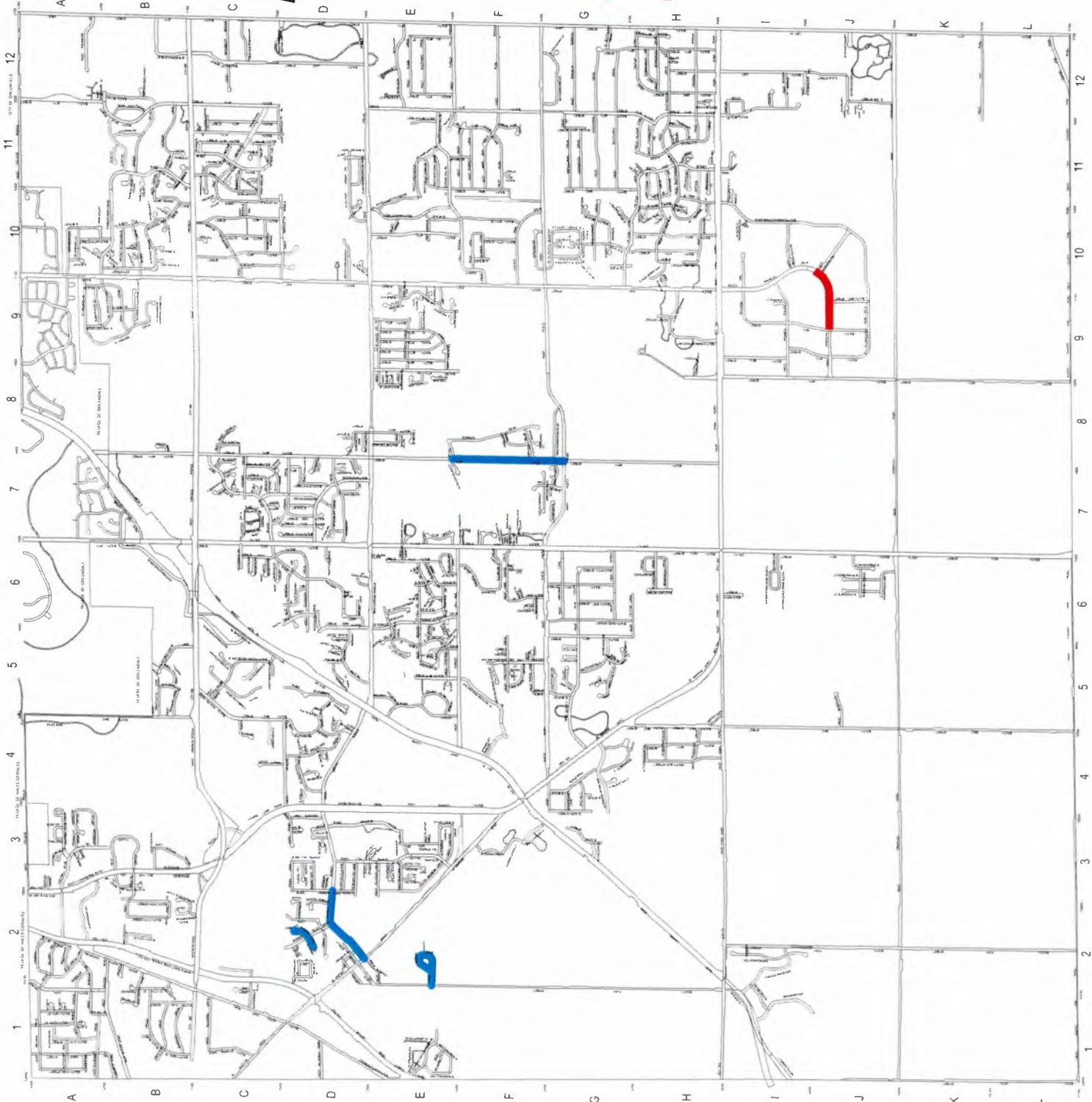


3,000 1,500 0 3,000 Feet



 PULVERIZE AND OVERLAY

 MILL AND OVERLAY



APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 4, 2022
Reports & Recommendations	A RESOLUTION TO AWARD THE 2022 LOCAL STREET PREVENTATIVE MAINTENANCE PROGRAM AND CONTRACT TO SCOTT CONSTRUCTION, INC., IN THE AMOUNT OF \$89,389.35	ITEM NO. G.9.

BACKGROUND

On February 15, 2022, Common Council directed Staff to advertise and bid the 2022 Local Street Improvement Program as two separate contracts. One contract, the 2022 Local Street Preventative Maintenance Program (LSPM) will contain the segments receiving seal coating treatments. The other contract, the 2022 Local Street Improvement Program Resurfacing (LSIP) will contain the segments receiving pulverize or mill and overlay treatments and is a separate Council Action item.

Portions of the following roads are included this in the 2022 LSPM: S. 92nd Street; W. Forest Hill Avenue (2 segments); S. 60th Street; W. South County Line Road; and S. 58th Street. The program is anticipated to begin in June with completion in late August.

Two (2) bids were received on March, 24, 2022, for the 2022 LSPM.

ANALYSIS

The scope included the following Base Bid and 3 Mandatory Alternate Bids.

- Base Bid (S. 92nd Street, W. Forest Hill Avenue - east, W. South County Line Road)
- Alternate 1 (W. Forest Hill Avenue – west)
- Alternate 2 (S. 60th Street)
- Alternate 3 (S. 58th Street)

Two (2) bids were received on March 24, 2022.

Bidder	Base Bid	Alternate 1	Alternate 2	Alternate 3	Total
Scott Construction, Inc.	\$79,815.75	\$31,115.60	\$28,333.00	\$9,573.60	\$148,837.95
Fahrner Asphalt Sealers, LLC	\$85,794.86	\$36,799.23	\$35,537.64	\$11,024.00	\$169,155.73

The engineer's estimate for the Base plus Alternates 1 through 3 was \$177,238.00. The budget available to the 2022 LSPM is \$100,000.00.

Staff recommends the award for the Base Bid and Mandatory Alternate 3 to Scott Construction, Inc., in the amount of \$89,389.35. At this price there is room for required DPW expenses and overruns.

OPTIONS

- A. Award bid and contract to Scott Construction, Inc., for Base Bid plus Mandatory Alternate Bid 3, or
- B. Provide other direction to Staff.

FISCAL NOTE

The 2022 Adopted Budget allocated \$1,159,000 in available funds for the City's Street Improvement Program, ADA Curb Ramps, and W. Mayers Drive improvements. \$100,000 of that was anticipated to fund the 2022 LSPM (GL No. 47-0331-5823)

COUNCIL ACTION REQUESTED

(Option A) Motion to adopt Resolution No. 2022 - _____, a resolution awarding the 2022 Local Street Preventative Maintenance Program and contract to Scott Construction, Inc., in the amount of \$89,389.35.

Engineering: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

A RESOLUTION TO AWARD
THE 2022 LOCAL STREET PREVENTATIVE MAINTENANCE PROGRAM
AND CONTRACT TO SCOTT CONSTRUCTION, INC., IN THE AMOUNT OF \$89,389.35

WHEREAS, the City of Franklin advertised and solicited bids for the 2022 Local Street Preventative Maintenance Program; and

WHEREAS, two bids were received on March 24, 2022 and Scott Construction, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, Scott Construction, Inc. is a qualified public works contractor; and

WHEREAS, the 2022 Local Street Improvement Program was adopted at \$1,159,000 with \$100,000 available for the 2022 Local Street Preventative Maintenance Program; and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the contract in the amount of \$89,389.35 to Scott Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 2022 Local Street Preventative Maintenance Program contract to Scott Construction, Inc.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Scott Construction, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

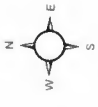
Stephen R. Olson, Mayor

ATTEST:

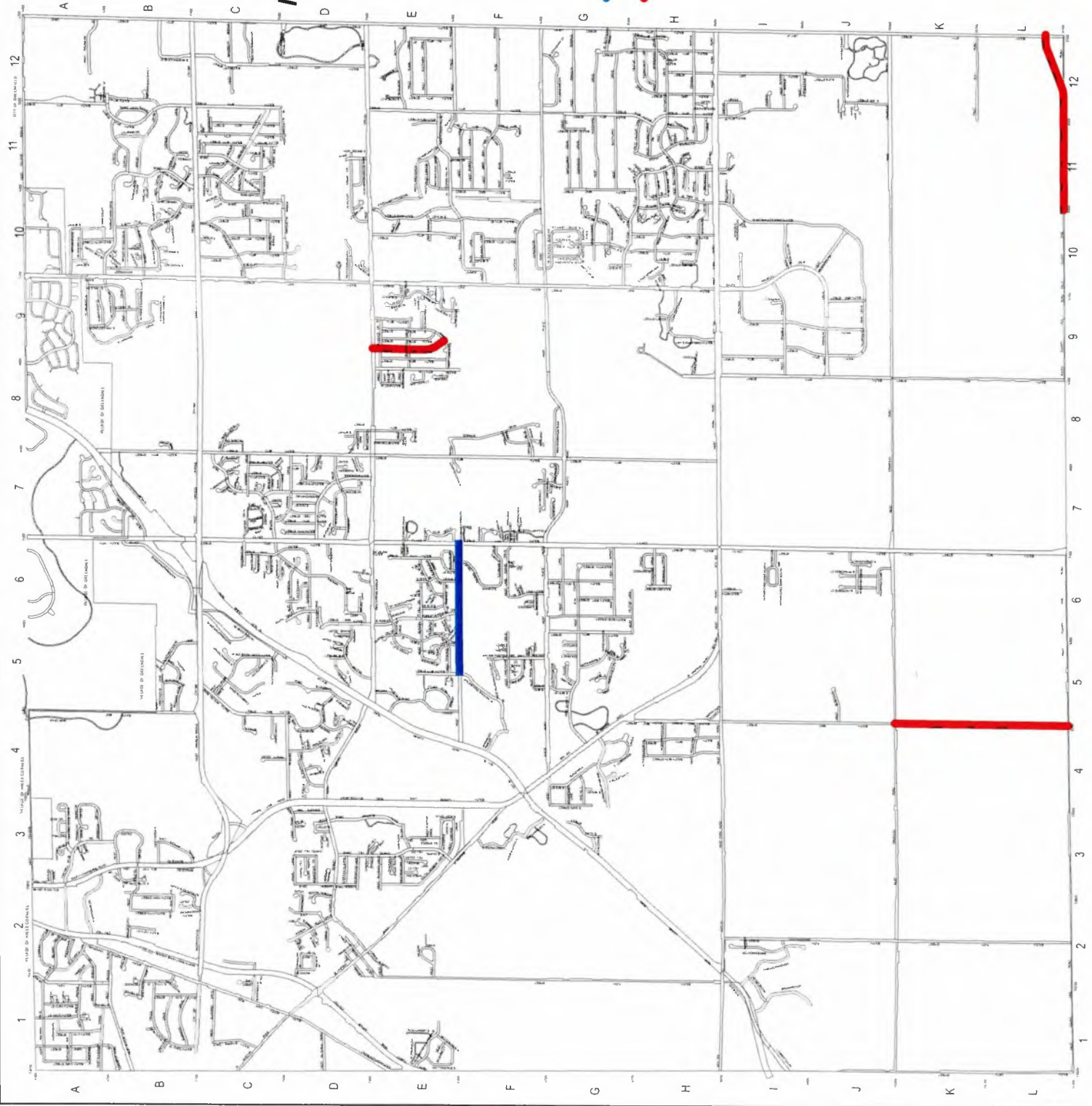
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN 2022 Local Street Improvement Program



- CHIP + FOG SEAL
- GSB-88 SEAL



<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;">4/4/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Annual Renewal of Bitdefender GravityZone Ultra as the Standardized Advanced Threat Management (ATM) Client for Desktop, Laptop, and Server Computing Environments in the amount of \$11,301</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.10.</p>

BACKGROUND

On April 16, 2019, the Common Council authorized the Director of Administration and IT Director to purchase the licenses and modules for Bitdefender Gravityzone Ultra as the Standardized Advanced Threat Management (ATM) Client for desktop, laptop, and server computing environments from appropriations within the Information Services Operating Budget.

ANALYSIS

Bitdefender Gravityzone is an enhanced endpoint security management suite of products designed to provide a significantly enhanced layered security infrastructure throughout the enterprise. The software uses a single agent that is deployed onto servers and workstations, either using automatic deployment methods or allowing a manual installation for legacy operating systems (e.g. Windows XP, Windows 2003, or Windows 2008 servers). The single-management agent communicates to a cloud-based portal, completely eliminating the need to have an onsite antivirus-management console.

The Gravityzone Ultra line of products provides the following layered security services, all that are controlled through a single-management agent: Traditional Signature Based Antivirus, Email Server Protection, Real-time-Advanced Threat Analysis (IPS), In Process Malware Detection, Cloud-Based Sandboxing, Inter-process Event Logging, Microsoft Bitlocker Hard Drive Encryption Integration, for full encryption of hard drives for mobile devices utilized by both the Police and Fire Departments. Additionally, it provides Scheduled Security Patch Deployment & Management, which allows patches to be scheduled to be deployed on a specific hour and day, a critical feature that is necessary for systems that are active 24x7x365.

Bitdefender is recognized as an industry software leader and, more importantly, also addresses pertinent Computer Justice Information Systems (CJIS) regulations required related to Police and Fire computing platforms.

FISCAL IMPACT

The cost is \$11,301 for the 2022 annual renewal of the City's Bitdefender licenses. Sufficient budgeted funds are provided for this purpose in the Information Services Software Maintenance Account (01-0144-5257).

RECOMMENDATION

Staff recommends approval to purchase the annual renewal.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration and IT Director to purchase the annual licenses and modules renewal for Bitdefender Gravityzone through CDW-G per Quote MRNB207 in the amount of \$11,301 as budgeted within the Information Services 2022 Operating Software Maintenance 01.0144.5257 budget.

QUOTE CONFIRMATION



DEAR JAMES MATELSKI,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MRNB207	3/28/2022	BITDEF 1YR	0929696	\$11,301.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
BitDefender GravityZone Ultra - subscription license renewal (1 year) - 1! Mfg Part# 2892ZZBGR120FLZZ Electronic distribution - NO MEDIA Contract Wisconsin NVP Software (505ENT-M21-NASPOSVAR-01)	355	6029714	\$22 21	\$7,884 55
BitDefender GravityZone Patch Management - subscription license renewal (1 Mfg Part# 2897ZZBGR120FLZZ Electronic distribution - NO MEDIA Contract Wisconsin NVP Software (505ENT-M21 NASPOSVAR-01)	355	5906664	\$7 91	\$2,808 05
BitDefender GravityZone Full Disk Encryption - subscription license renewal Mfg Part# 2870ZZBGR120CLZZ Electronic distribution - NO MEDIA Contract Wisconsin NVP Software (505ENT-M21-NASPOSVAR-01)	90	6780467	\$6 76	\$608 40

PURCHASER BILLING INFO		SUBTOTAL	\$11,301 00
Billing Address: CITY OF FRANKLIN ACCTS PAYABLE 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Payment Terms: NET 30-VERBAL		SHIPPING	\$0 00
		SALES TAX	\$0 00
		GRAND TOTAL	\$11,301.00
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO			
Shipping Address: CITY OF FRANKLIN JAMES MATELSKI 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Shipping Method: ELECTRONIC DISTRIBUTION			

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Brittany Larson

(877) 220-1778

brittlar@cdw.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE April 4, 2022
Reports & Recommendations	AUTHORIZE RELOCATION OF LIGHT POLE TO ACCOMMODATE MILWAUKEE COUNTY BRIDGE PROJECT ON S. 76TH STREET CROSSING W. LOOMIS ROAD	ITEM NO. G.11.

BACKGROUND

Wisconsin Department of Transportation (WisDOT) is planning a bridge rehabilitation project of S. 76th Street (CTH U) over W. Loomis Road (STH 36) for this summer. To accommodate the project, Franklin needs to have a light pole/fixture relocated.

ANALYSIS

Pro Electric, Inc. is the company that DPW works with on a regular basis to supplement our electrical and lighting efforts. The estimate to perform this work is \$12,172.68.

FISCAL NOTE

This item was not included in the 2022 Budget. Staff recommends using a portion of the 2022 General Fund Contingency, Account Number 01-0199-5499, budgeted at \$125,000, to fund this item. If approved, this would be the first expenditure against the General Fund Contingency Account in 2022, leaving a remaining balance of \$112,827.32; and, the \$12,172.68 will be transferred from the General Fund Contingency Account to Account Number 01-0351-5246 Street Lighting Maintenance Service, the correct functional account for the expenditure, and the expenditure will be recorded appropriately.

RECOMMENDATION

Direct Staff to have a light pole relocated to accommodate Milwaukee County bridge project on S. 76th Street crossing W. Loomis Road at a cost of \$12,172.68 from the 2022 Contingency Funds.

Department of Engineering GEM

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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;">4/4/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Terminating Tax Incremental Finance District #3 (Northwestern Mutual)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.12.</p>

BACKGROUND

On June 21, 2005, the Council approved a Resolution and Tax Incremental Financing (TIF) Project Plan for a new Tax Incremental District (TID) identified as TID #3. The purpose for creating the TID was to improve road infrastructure and promote quality development in the district. The Council also adopted a Resolution, amending the Project Plan on September 3, 2013.

With the upcoming April 14th deadline to notify the Wisconsin Department of Revenue (DOR) of a TID termination for the current year, staff is submitting this request in advance of the final determination to preserve the opportunity to close the TID yet this year, if possible. While staff believes that the TID is ready for closure, there are a few known items that will not be settled in the fund until next year. Because of this, I need to make sure our auditors are amenable to reserving those funds for disbursement after the closure. If there are any changes based on the auditor's recommendation, and the TID is not going to be terminated, staff will bring this item back to the April 19th meeting with the details.

ANALYSIS

All of the projects included in the project plan for TID #3 have been completed, and TID #3 has generated enough tax increment to pay off all of its obligations, including debt service, so it must now be closed.

Any remaining funds will be distributed back to the affected taxing entities.

After termination, staff will complete the following:

- Notify the DOR of the termination, as well as forward the final audit of the district to them;
- Engage the City's independent auditor to complete the required close-out audit; and
- Distribute any remaining funds to all affected taxing entities.

FISCAL IMPACT

Upon dissolution, the tax increment for this district will be converted to general tax revenue for all subsequent tax years, and any remaining funds in the account will be divided among all of the taxing entities according to Wisconsin Department of Revenue regulations.

RECOMMENDATION

Staff recommends adoption of the above noted resolution.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2022-____, A Resolution Terminating Tax Incremental Finance District #3; and to authorize staff to proceed with the final closure steps.

ROLL CALL VOTE REQUIRED

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022-_____

A RESOLUTION TERMINATING TAX INCREMENTAL FINANCE DISTRICT #3

WHEREAS, on June 21, 2005, the City of Franklin Common Council adopted Resolution No. 2005-5906, creating Tax Incremental Finance District #3 (TID #3), a mixed-use district, with an effective date of January 1, 2005, to improve road infrastructure and promote quality development in the district, and adopted a project plan in the same year; and

WHEREAS, on September 3, 2013, the City of Franklin Common Council adopted Resolution No. 2013-6906 amending the project plan pursuant to Wisconsin State Statutes 66.1105; and

WHEREAS, all of the projects included in the project plan have been completed and all obligations of the District have been met in the prescribed allowed time; and

WHEREAS, sufficient increment was collected as of the 2021 tax roll, to cover TID #3 project costs; and

WHEREAS, Wisconsin State Statutes require that when a municipality recovers its costs incurred in a district, that District shall be dissolved.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that Tax Increment Finance District #3 is hereby terminated; and

BE IT FURTHER RESOLVED, that the City Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty days of this resolution or prior to the deadline of April 15, 2022, whichever comes first, that the TID has been terminated; and

BE IT FURTHER RESOLVED, that the City Clerk shall sign the required DOR Final Accounting Submission Date Form (PE-223) agreeing on a date by which the City shall submit the final accounting information to the DOR; and

BE IT FURTHER RESOLVED, that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares as determined in the final audit by the City’s auditor, CliftonLarsonAllen LLP (CLA).

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of April, 2022.

Resolution introduced and adoption moved by Alderperson _____. Motion for adoption seconded by Alderperson _____. On a roll call motion passed by a vote of _____ ayes to _____ nays.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/4/2022</p>
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<p>REPORTS & RECOMMENDATIONS</p>	<p>Confirmation of the Appointment of John Regetz as Economic Development Director</p>	<p>ITEM NUMBER</p> <p>G.13.</p>
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The Mayor requests the confirmation of John Regetz as Economic Development Director for the City of Franklin pending successful completion of the background check, which is underway, and a pre-employment drug screen, which will take place after successful completion of the background check.

Along with all of the typical benefits granted to employees hired by the City, the starting salary will be \$95,750. With the position being identified as a Grade 10 in the City's established Pay Plan, this starting salary puts Mr. Regetz at the 46.5 percentile of the salary grade which is very appropriate for a new employee coming into a position with applicable experience in the same or similar position.

In addition to the standard benefits, Mr. Regetz has requested a stipend to cover his moving expenses, up to a maximum of \$5,000. In regard to the moving expenses, if the employee initiates separation from City of Franklin employment within the first five years of his commencement in the position, he will be obligated to reimburse the City for prorated expenses incurred. Specifically, \$1,000 will be deducted from his pay check for each year of service that was not completed, up to the five-year requirement.

John's resume is attached for review.

COUNCIL ACTION REQUESTED

Motion to confirm the appointment of John Regetz as the Economic Development Director of the City of Franklin pending successful completion of a background check and pre-employment drug screen.

Mayor Olson

EXECUTIVE SUMMARY

Development executive with a career built on integrity, perseverance, and successful leadership. Adept in workforce and economic development, recruitment, infrastructure development, strategic planning, retention & expansion, site selection and crafting proposals. Experienced in developing staff positions and leading employees.

PROFESSIONAL EXPERIENCE

DEVELOPMENT ADVISOR, Pocatello, ID

2020-PRESENT

Advising \$100 million of investment on site, finance, sales and development strategies to complete projects.

BANNOCK DEVELOPMENT CORPORATION, Pocatello, ID

2012—2020

President and CEO

Accomplishments:

- Structured incentive packages, administered grants, directed staff and led strategic planning initiatives.
- Served on Pocatello's TIF Board, successfully preparing 7 business and infrastructure TIF projects for approval.
- Designed marketing, foreign investment, workforce development and retention and expansion campaigns.
- Collaborated with Idaho State University, cities, county and state to secure expansions and locations for Great Western Malting, FBI, SME Steel/Core Brace, Frigitek, Savage Logistics, ON Semiconductor, Amy's Kitchen, rural solar farm, and Western States CAT, **directly creating 1,500 jobs and \$450 million in investment.**

MICHIGAN CITY ECONOMIC DEVELOPMENT CORPORATION, Michigan City, IN

2005—2012

Executive Director

LAPORTE COUNTY ECONOMIC DEVELOPMENT ALLIANCE

2009—2012

Co-Director

Accomplishments:

- Facilitated locations and expansions of several companies, including those in the advanced manufacturing and high-tech sectors (Sullivan-Palatek, Vanir Air and Sullair air compressor companies and Michigan City Baking), **directly creating 900 new jobs and more than \$50M in investment in Michigan City alone.**
- Collaborated in county-wide development of the logistics sector, **leveraging investment of more than \$36M.**
- Led establishment of a county-wide marketing, retention and expansion and economic development program.
- Established a revolving loan fund **immediately retaining a manufacturing facility**, slated to the county. Sat on the SBA 504 Board and Loan Committee and administered incentive programs (TIF, Enterprise Zone, new RLF).
- Developed strategic and marketing plans for the cities and county's development corporations.
- Created a site selector-focused website with the late renowned economic development consultant Bob Ady.

CITY OF URBANA, ILLINOIS

2003-2005

Economic Development Manager

Accomplishments:

- Played vital role in location and development of a call center, bus center, and downtown mixed-use facilities.
- Addressed backlog of divisional tasks created by long absence of a division manager.
- Led marketing of commercial redevelopment and business recruitment and retention efforts.
- Reconvened and led Annexation Team, assisting landowners with accessing city services
- Administered TIF and Enterprise Zone programs.

PROFESSIONAL EXPERIENCE CONTINUED**CHIPPEWA COUNTY ECONOMIC DEVELOPMENT CORPORATION**, Chippewa Falls, WI**1997-2003****Executive Director****Accomplishments:**

- Established a development network with area computer and electronics companies (e.g., Cray Inc., SGI, TTM Technologies, Honeywell, Rex Systems, and Celestica).
- Appointed to the Wisconsin Technology Council, spurring collaboration with more universities and companies.
- Initiated first retention and expansion program in the county.
- Spearheaded development of Lake Wissota Business Park and **acquiring \$2.55 million in state and federal funding** for it and the Chippewa County Job Center, a one-stop workforce development center.
- Successfully facilitated the location and expansion of ten manufacturing plants, and the re-use and location of state facilities, **generating and retaining more than 2,200 jobs**. Industries included high-tech, plastic extrusion, ethanol production, warehousing and distribution.
- Facilitated strategic and marketing plans for the development corporation.
- **Doubled the development corporation's funding** and staff.
- **Publicly recognized by the Wisconsin Dept. of Commerce** for successfully advocating for the establishment of a Technology Development Zone in the area. Assisted four companies that were awarded Tech Zone grants.

PIERRE ECONOMIC DEVELOPMENT CORPORATION, Pierre, SD**1991 - 1996****Director****Accomplishments:**

- Initiated an information-based development program, utilizing the state's broadband infrastructure.
- Successfully recruited and located several companies, including an insurance claims processing center.
- Advocated local Missouri River interests, **resulting in a congressional forum and federal legislation**.
- Designed and established the community's first retention and expansion program.
- Created award-winning promotional materials.
- Initiated and organized annual conference to assist local businesses in securing government contracts.
- **Quadrupled the revolving loan fund** and disbursed first loans to assist new and expanding businesses.

MILLER ECONOMIC DEVELOPMENT GROUP, Miller, SD**1989 – 1991****Executive Director****Accomplishments:**

- Pioneered the first economic development program in the community.
- Located three industries in Miller.
- Acquired and administered a Community Development Block Grant for construction of a community daycare and inclusive child development center.
- Acquired and administered grants for infrastructure in Miller's industrial park.

EDUCATION AND PROFESSIONAL DEVELOPMENT

B.S. — State University of New York-College at Cortland

Additional Coursework — University of Idaho

Economic Development Coursework — Purdue University-North Central Campus

Economic Development Institute – University of Oklahoma

Professional development courses in economic development finance, marketing, etc.

PROFESSIONAL AFFILIATIONS

- BOD, Greater Pocatello Chamber of Commerce, 2012-2020
 - BOD and Loan Committee, Eastern Idaho Development Corporation (SBA 504 loan program), 2012-2020
 - Eastern Idaho Economic Development Partners (regional collaboration), 2012-2020
 - Idaho Economic Development Association Member and Past Board Member
 - Local Committee Member, SE Idaho Chapter - Rocky Mountain Elk Foundation; Chapter Chair, 2018-Present
 - Michigan City Chamber of Commerce North-End Action Team, 2007—2012
 - BOD Chair, Michiana Resources (adult rehabilitation facility providing vocational & developmental support), 2011-2012
 - BOD and Loan Committee, Regional Development Company (SBA 504 loan program), 2006-2012
 - Northwest Indiana Forum (regional economic development partner organization), 2006-2012
 - BOD, Champaign County Economic Development Corporation, 2004-2005
 - Champaign County Chamber of Commerce's Government Council, 2003-2005
 - BOD, Urbana Business Association, 2003-2005
 - Appointed Inaugural Member, Wisconsin Technology Council, 2000-2003
 - BOD and Executive Committee, Momentum Chippewa Valley, 2000-2003
 - Co-Chair, Business Development Subcommittee, Momentum Chippewa Valley, 2002-2003
 - BOD, I-94 Technology Zone, 2003
 - Founding BOD and Executive Committee, South Dakota Discovery Center & Aquarium, 1993-1996
-

REFERENCES

Arlen Wittrock

President & CEO Wittrock Public Affairs
Former Public Affairs Consultant, ON Semiconductor
Former BOD, Bannock Development Corporation
Former Gov't. & Community Affairs Director, FMC
Former Chair, Minnesota Chamber of Commerce
Former Chairman, Anoka County Economic
Development Partnership
Former BOD Minneapolis Technology Corridor Corp.
Mobile: (208) 380-0101; Arlen_Wittrock@msn.com;
Johnstown, Colorado

Matthew Hunter

President and CEO, Pocatello Chamber of Commerce
Board Director, Bannock Development Corporation
Office: (208) 233-1525;
mhunter@pocatelloidaho.com

Rick Phillips

Director, Government & Public Affairs
JR Simplot Company
Board Director, Bannock Development Corporation
Mobile: 208-241-8911; rick.phillips@simplot.com

David Villarreal

Principal, Affinity Partnerships
BOD Pocatello Development Authority
Former Deputy Mayor, City of Los Angeles
Mobile: (951) 805-1413; David@affinityps.com

Roger Gibson

Site Manager, Bayer U.S.
Crop Science Product Supply
Office: (208) 547-1201; roger.gibson@bayer.com

Bruce Stelzner

Consultant, Public Administration Associates
Principal, Stelzner Management Consultants,
Chippewa Falls, WI
Former Chippewa County Highway Commissioner
and Business Park Administrator
Mobile: (715) 577-1330; bruce.stelzner@yahoo.com

Bruce Hayhoe

Owner, Broker, Woods & Water Realty, Chippewa
Falls, WI
Mobile: (715) 456-2256;
brucejr@woodsandwater.com

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">4/4/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Approval of Professional Services for Recruitment of a Director of Finance/Treasurer</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.14.</p>

BACKGROUND

Due to the current vacancy in the Director of Finance/Treasurer Position, as well as the extremely tight labor market, staff is requesting to proceed with professional consulting services to fill the vacancy.

ANALYSIS

There are a number of consulting firms that staff is considering at this time, and since an exclusive arrangement is not required, staff may select a couple to work with to secure a new Finance Director/Treasurer for the City. In regard to fees, the current market rate for these services is up to 35% of the annual salary of the employee hired. However, the companies being considered have committed to a maximum of 25% of the first year's annual salary, which would likely not be greater than \$27,163 based on the established market rate for this position. If an extremely highly qualified candidate is identified that would require a starting rate higher than the market rate, the request must come back before the Council with a strong justification as to why the higher amount is needed.

The benefits of using a professional services consultant to assist the City in hiring include the following:

- Professional recruiters leading the candidate search;
- Direct, targeted marketing of the City, its position, and overall needs to qualified candidates;
- A thorough vetting process to increase the likelihood that the candidate will be a good fit;
- A 90- or 120-day guarantee that the candidate will be successful, or the City would receive a subsequent placement of a new employee at no additional cost, or a refund of its payment for services (specifics vary by consultant); and
- A likely larger candidate pool than the City would obtain with an internal recruitment.

FISCAL IMPACT

The cost of the recruitment will be funded by budgeted pay and benefits which are unused due to the vacancy and the expenditure will be charged to the correct functional account, Account Number 01-0147-5160, Department of Administration Recruitment Costs. Most consultants' fees are not due until after the newly hired employee has been hired and has begun working.

RECOMMENDATION

Staff recommends approval of professional services for the recruitment of a new Director of Finance/Treasurer, in an amount not to exceed \$27,200.

COUNCIL ACTION REQUESTED

Motion to approve professional services for the recruitment of a Director of Finance/Treasurer; and to authorize the Director of Administration to engage with professional services consultants regarding the same, up to a maximum amount of \$27,200.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/4/2022
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REPORTS & RECOMMENDATIONS	Request to Authorize Carry Forward of Unused 2021 Appropriations, for Use in 2022, in the Amount of \$4,473,070	ITEM NUMBER G.15.
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The following items, included in the 2021 Budget, are being requested for carryover into 2022, so that the initiatives may be completed in 2022 with the authorized 2021 budgeted funds:

- 1) *Initiative:* Fire Department Inspection Office Buildout
Amount: \$3,070
Account: 41-0221-5822, Capital Outlay Fund-Fire Department, Building Improvements
Reason: Staff is requesting carryover of these funds to complete a buildout of the Fire Department Inspection Office. The Fire Department has already encumbered \$16,930 of the \$20,000 budgeted for this project in the 2021 Capital Building Improvement Fund. However, staff is seeking to carry forward the balance of that appropriation, \$3,070, to be used toward covering the unanticipated cost of additional blueprint renderings and other contingencies as they may arise. This project has been extremely slow in taking shape due to unanticipated setbacks and delays, from initial lack of interested bidders to COVID-19 building shutdowns and estimated materials delays, but it is expected to be completed in the first part of 2022.

- 2) *Initiative:* Elections Department Printing
Amount: \$10,000
Account: 01-0142-5313, Elections, Printing Costs
Reason: Staff is requesting carryover of these funds for printing of absentee ballot envelopes (outgoing and return) and printing of additional voting direction material. This printing was planned in 2021 to replenish the absentee ballot envelopes used in 2020 and to update other voting direction material that will be changing. The purchase/printing was not able to be done in 2021 as the wording on the envelopes was to be modified and updates have not yet been approved and formatted at the State level; the same is true with directions and guidance to voters. It is anticipated that any changes to Election procedures are expected to be completed in time for purchasing for use in the April, August, and November 2022 elections.

- 3) *Initiative:* Tennis Courts (2) – Replacement at Jack Workman & Lions Legend Parks
Amount: \$65,000
Account: 41-0551-5832, Capital Outlay Fund – Park Improvements & Development
Reason: Staff is requesting to carryover these funds as the work was not able to be completed in 2021.

- 4) *Initiative:* Pleasant View Park Improvements
Amount: \$300,000
Account: 46-0551-5835.9806, Capital Improvement Fund – Park Equipment/Pleasant View Park and Park Impact Fee Funds which will be transferred from Fund 27
Reason: Staff is requesting to carryover the entire \$300,000 to be used for the re-bid of the project in February of 2022, as approved by Council on 2/15/2022.

- 5) *Initiative:* Church Street Pathway
Amount: \$75,000
Account: 46-0551-5833, Capital Improvement Fund – Recreation/Bike Trail and Park Impact Fee Funds which will be transferred from Fund 27
Reason: Staff is requesting to carryover the entire \$75,000 to be used for the re-bid of the project in February of 2022, as approved by Council on 2/15/2022.
- 6) *Initiative:* Park Signage
Amount: \$20,000
Account: 46-0551-5499/5832 Capital Improvement Fund – Park Improvements
Reason: Staff is requesting to carryover the entire \$20,000 as the Parks Commission is still working on this project.
- 7) *Initiative:* New Water Tower
Amount: \$4,000,000
Account: 46-0755-5830, Capital Improvement Fund – Water Projects, Water Funds which will be transferred from Fund 65, Special Assessment Funds which will be transferred from Fund 22, and Water Impact Fee Funds which will be transferred from Fund 27
Reason: Staff is requesting to carryover the entire \$4,000,000 as the project was delayed and will be constructed in 2022-2023.

As noted above, each of the detailed initiatives were part of the authorized 2021 budget that was not able to be completed during the year, so the request is being made to carry the initiatives forward into 2022 so that the funds can be used during 2022 for the identified purpose, in the same manner as previously authorized.

COUNCIL ACTION REQUESTED

Motion to authorize the carry forward of unused 2021 appropriations, for use in 2022, in the amount of \$4,473,070, and direct staff to prepare a 2022 Budget modification for the same, for Council consideration.

<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 4/4/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND ORDINANCE 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGETS FOR THE GENERAL FUND, CAPITAL OUTLAY FUND, CAPITAL IMPROVEMENT FUND, DEVELOPMENT FUND, WATER UTILITY FUND, AND UTILITY DEVELOPMENT FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS FROM 2021 TO 2022 FOR SPECIFICALLY IDENTIFIED PROJECTS IN THE AMOUNT OF \$5,948,485</p>	<p style="text-align: center;">ITEM NUMBER G.16.</p>

BACKGROUND

On December 21, 2021, the Common Council approved a carry forward of 2021 budgeted funds, in the amount of \$1,475,415, and directed staff to prepare a 2021 Budget Amendment to carry forward certain 2021 unused appropriations in the General Fund, Capital Outlay Fund, and Capital Improvement Fund for the same. That Council Action Sheet is attached for reference.

On the current Council Agenda is another request to carry forward additional unused appropriations, in the amount of \$4,473,070, in the General Fund, Capital Outlay Fund, Capital Improvement Fund, Development Fund, and Utility Development Fund.

ANALYSIS

The details of all of the carry forward requests are included in the specific requests, as attached to this item and as included on the prior agenda item.

FISCAL IMPACT

The fiscal impact of the carry forwards is that unused 2021 funds, as specifically identified by account number in the carry forward requests, will be used to fund these items which were all authorized in the 2021 Adopted Budget.

RECOMMENDATION

Staff recommends adoption of the proposed 2022 Budget amendment to carry forward the unused 2021 appropriations that will be included in ending 2021 Fund Balances of the respective funds.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance 2022-____, An Ordinance To amend Ordinance 2021-2486, An Ordinance Adopting the 2022 Annual Budgets for the General Fund, Capital Outlay Fund, Capital Improvement Fund, Development Fund, Water Utility Fund, and Utility Development Fund to Provide Carryforward Appropriations from 2021 to 2022 for Specifically Identified Projects in the Amount of \$5,948,485.

Roll Call Vote Required

<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;">12/21/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Request to Authorize Carry Forward of Unused 2021 Appropriations, for Use in 2022, in the Amount of \$1,475,415</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.16.</p>

The following items, currently included in the 2021 Budget, are being requested for carryover into 2022, so that the initiatives may be completed in 2022 with the authorized 2021 budgeted funds:

- 1) *Initiative* Website Redevelopment
Amount \$18,600
Account 41-0144-5843, Capital Outlay Fund-Information Services, Software
Reason Staff is requesting carryover of these funds to make improvements to the website including: the addition of an urgent alert message panel, the addition of a banner allowing for rotating images, the expansion of authors and editors for the site to be able to improve managing content and keeping data fresh, addition of subscription management to allow interested parties to sign up for notifications of website information, training on the Google Analytics functionality, some auditing for content and accessibility, reorganization of pages, and other improvements as needed. It was expected that this would be a 2021 project, however other projects/initiatives were more took precedence and this project will be re-initiated in 2022.

- 2) *Initiative* Ken Windl Pavilion Repairs
Amount \$65,000
Account. 41-0551-5822, Capital Outlay Fund-Parks, Building Improvements
Reason Staff is requesting to carryover \$65,000 for this initiative that has been needed for some time, and was approved and budgeted in 2021. With the Buildings and Facilities Survey that was completed in 2020, staff re-evaluated citywide facility needs in 2021, and engaged with a business partner, Industrial Roofing Services, Inc., in September of 2021, to move this, and other facility related projects, forward. Specifications are currently being finalized so that bids may be received on the same and the projects will get underway; this work will be completed as soon as possible in 2022.

- 3) *Initiative* Inspections Limited-Term Temporary Help
Amount \$66,000
Account 01-0231-XXXX, General Fund – Inspection Services, Various Payroll Accounts
Reason: Staff is requesting to carryover the remaining \$66,000 to preserve the option of hiring limited-term temporary help for the Inspection Services Department to use and assign as needed. This includes various, appropriately-licensed, commonly-retired individuals to supplement our response in the Department. The Director has access to individuals willing to do the work on such a part-time, on-call basis. This provides additional flexibility to address peak demands. These funds have been carried over in previous years, used sparingly, and will not be replaced when spent.

- 4) *Initiative* Merit Pay Pool
Amount \$36,600
Account 01-XXXX-XXXX, General Fund-Variou Functions, Appropriate Payroll Accounts
Reason Staff is requesting to carryover the \$36,600 that was budgeted for 2021, to be used for merit increases, and was not spent due to not having developed the merit plan in 2021. As discussed at budget time, the classification and compensation plan that was approved and implemented approximately six years ago, includes a merit element that allows employees to achieve placement over the 65% level in their pay grade; however, no merit plan has been

developed to date, which is creating an issue with retention as employees progress in their positions. This carry over will allow the implementation of the merit portion of the pay plan only after such plan is approved by the Council. Staff will be working on this project as early as priorities allow in 2022.

5) *Initiative* Security Improvements

Amount: \$350,000 (City Hall) and \$247,000 (Police Department)

Account 46-XXXX-XXXX, Capital Improvement Fund-Variou Functions, Various Accounts

Reason Staff is requesting to carryover \$350,000 that was budgeted for security improvements at City Hall, as well as \$247,000 that was budgeted for the replacement of the video surveillance system at the Police Department. This initiative is just getting back on track after having other projects supersede it priority wise in 2021; the actual improvements will be completed in 2022. There are a number of needed improvements, including: cameras, interior and exterior; door access control; alarm availability, access, and management; electronic timekeeping; hallway safety; security glass; an emergency plan; training; and other related improvements as needed. Since the \$350,000 may not suffice for all needed improvements at City Hall, staff will monitor the year end numbers and consider an additional request depending on the project needs, available funding, and other City priorities.

6) *Initiative.* Senior Travel Program

Amount: \$6,815

Account 01-0521-5721, General Fund-Recreation, Senior Citizen Travel

Reason: Staff is requesting to carryover \$6,815 of unspent 2021 funds for this purpose, to be used in 2022, as directed by the Common Council at the December 7, 2021 Meeting.

7) *Initiative* IT Security Testing – Penetration/Vulnerability/Etc.

Amount \$73,500

Account 01-0144-XXXX, General Fund-Information Services, Data-Processing/Telephone

Reason: Staff is requesting to carryover \$73,500 of unspent 2021 funds for needed IT security testing that was identified as high priority in 2021, to be used in 2022.

8) *Initiative* City Facilities - Improvements

Amount: \$350,000

Account. 4X-XXXX-XXXX, Capital Funds, Various Departments

Reason Staff is requesting to carryover the \$350,000 of 2021 funds for this purpose. With the Buildings and Facilities Survey that was completed in 2020, staff re-evaluated citywide facility needs in 2021, and engaged with a business partner, Industrial Roofing Services, Inc., in September of 2021, to move forward this and other facility related projects. Specifications are currently being finalized so that bids may be received on the same and the projects will get underway; this work will be completed as soon as possible in 2022.

9) *Initiative* City Facilities - Maintenance

Amount \$250,000

Account 01-0181-5822, General Fund-Municipal Buildings

Reason Staff is requesting to carryover the \$250,000 of 2021 funds for this purpose. With the Buildings and Facilities Survey that was completed in 2020, staff re-evaluated citywide facility needs in 2021, and engaged with a business partner, Industrial Roofing Services, Inc., in September of 2021, to move forward this and other facility related projects. Specifications are currently being finalized so that bids may be received on the same and the projects will get underway; this work will be completed as soon as possible in 2022.

10) *Initiative* City Hall Landscaping - Trees

Amount \$5,000

Account 41-0181-5822, Capital Outlay Fund-Municipal Buildings, Building Improvements

Reason Staff is requesting to carryover \$5,000 of unspent 2021 funds that were budgeted to replace trees that had previously been removed. And, due to other priorities, the purchase/planting was not able to be done in 2021.

11) *Initiative* Furniture/Fixtures – City Hall Lobbies

Amount \$6,900

Account 41-0181-5812, Capital Outlay Fund-Municipal Buildings, Furniture & Fixtures

Reason Staff is requesting to carryover \$6,900 of unspent 2021 donated funds that have been earmarked to freshen up the lobbies at City Hall. This was part of the larger project to freshen up public areas of City Hall. Another part of that project, the replacement of the gallery chairs in Council Chamber was done a little earlier in 2021, but this piece has not yet been completed and staff would like to complete this in 2022.

As noted above, each of the detailed initiatives was part of the authorized 2021 budget that was not able to be completed during the year, so the request is being made to carry the initiatives forward into 2022 so that the funds can be used during 2022 for the identified purpose, in the same manner as previously authorized.

In addition, staff will be analyzing 2021 budgeted capital projects in the near future and submit carryover requests as needed, in early 2022, prior to the 2021 fiscal year being closed, for those items that are not yet complete, or perhaps temporarily delayed, yet still need to be completed.

COUNCIL ACTION REQUESTED

Motion to authorize the carry forward of unused 2021 appropriations, for use in 2022, in the amount of \$1,475,415, and direct the Director of Finance and Treasurer to prepare a 2022 Budget modification for the same, for Council consideration.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2022_____

AN ORDINANCE TO AMEND ORDINANCE 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGETS FOR THE GENERAL FUND, CAPITAL OUTLAY FUND, CAPITAL IMPROVEMENT FUND, DEVELOPMENT FUND, WATER UTILITY FUND, AND UTILITY DEVELOPMENT FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS FROM 2021 TO 2022 FOR SPECIFICALLY IDENTIFIED PROJECTS IN THE AMOUNT OF \$5,948,485

WHEREAS, the Common Council of the City of Franklin adopted the 2022 Annual Budgets for the City of Franklin on November 16, 2021; and

WHEREAS, the Common Council has carried forward, into 2022, \$442,915 from the General Fund for specifically identified projects which were not completed in 2021; and

WHEREAS, the Common Council has carried forward, into 2022, \$163,570 from the Capital Outlay Fund for specifically identified projects which were not completed in 2021; and

WHEREAS, the Common Council has carried forward, into 2022, \$5,342,000 from the Capital Improvement Fund, with transfers from the Development Fund, Water Fund, and Utility Development Fund for specifically identified projects which were not completed in 2021; and

WHEREAS, the Common Council directed on December 21, 2021 that staff prepare a carry forward 2022 budget amendment, in the amount of \$1,475,415, to bring these projects forward to 2022 appropriations in the General Fund, Capital Outlay Fund, and Capital Improvement Fund; and

WHEREAS, the Common Council directed on April 4, 2022 that staff prepare a carry forward 2022 budget amendment, in the amount of \$4,473,070, to bring these projects forward to 2022 appropriations in the General Fund, Capital Outlay Fund, and Capital Improvement Fund; and

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

Section 1 That the 2022 Budget for the General Fund be amended as follows:

General Fund

Contingency	Personnel Services	Increase	\$36,600
Inspection Services	Temporary Help	Increase	\$66,000
Senior Travel	Travel Costs	Increase	\$6,815
Information Systems	IT Security Costs	Increase	\$73,500
Facilities	Facilities Maintenance	Increase	\$250,000
Elections	Printing Costs	Increase	\$10,000

Section 2 That the 2022 Budget for the Capital Outlay Fund be amended as follows:

Information Services	Services	Increase	\$18,600
Parks	Building Imp.	Increase	\$65,000
Facilities	Landscaping/Trees	Increase	\$5,000
Facilities	Furniture/Fixtures	Increase	\$6,900
Fire Department	Renovations	Increase	\$3,070
DPW-Parks	Tennis Court Repl.	Increase	\$65,000

Section 3 That the 2022 Budget for the Capital Improvement Fund, with funds transferred from the Development Fund, Water Fund, and Utility Development Fund be amended as follows:

Facilities	Security Imp.	Increase	\$350,000
Facilities	Building Imp.	Increase	\$350,000
Police	Security Imp.	Increase	\$247,000
DPW-Parks	Pleasant View Imp.	Increase	\$300,000
Engineering	Church St. Path	Increase	\$75,000
DPW-Parks	Signage	Increase	\$20,000
Water Utility	Water Tower	Increase	\$4,000,000

Section 4 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of April, 2022.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE April 4, 2022
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, TID 8 FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, TID 4 FUND, SANITARY SEWER FUND, AND WATER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2022 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2021 BUDGET AS AMENDMENTS TO THE 2022 BUDGET	ITEM NUMBER G.17.

BACKGROUND

Council approval is required to enable unspent but encumbered funds, also known as encumbrances, from the 2021 Budget to be spent in 2022, as allowed by generally accepted accounting principles. An encumbrance is the reservation of budgetary appropriations for items such as executed contracts and purchase orders before the funds are actually expended. Because all contracts and purchase orders do not neatly follow the calendar/budget year, it is necessary to preserve the unspent portion of the funds needed to fulfill the City's obligations at the end of one fiscal year, to be spent in the next fiscal year.

ANALYSIS

For the year 2021 there are projects/purchases in General Fund, Development Fund, TID 8 Fund, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement Fund, TID 4 Fund, Sanitary Sewer Fund, and Water Fund which need to be encumbered into 2022 so that the projects/purchases may be completed as directed.

FISCAL IMPACT

The fiscal impact of encumbrances to each of the funds is a 2022 use of the 2021 Fund Balance. The 2021 year-end financial reports and the year-end fund balances will include the impact of the encumbrances. The funding source for the encumbrances was provided through the 2021 Approved Budget. This action allows those resources to be used without impacting the 2022 Budget or the projects/purchases in process.

RECOMMENDATION

Staff recommends adoption of the attached Budget Amendment Ordinance.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance 2022-____, An Ordinance to Amend Ordinance 2021-2486, An Ordinance Adopting the 2022 Annual Budgets for the General Fund, Development Fund, TID 8 Fund, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement Fund, TID 4 Fund, Sanitary Sewer Fund, and Water Fund for the City of Franklin for Fiscal Year 2022 to Approve Budget Encumbrances From the 2021 Budget as Amendments to the 2022 Budget.

Roll call vote needed

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND ORDINANCE 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, TID #8 FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, TID #4 FUND, SANITARY SEWER FUND, AND WATER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2022 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2021 BUDGET AS AMENDMENTS TO THE 2022 BUDGET

WHEREAS, the Common Council of the City of Franklin adopted the 2022 Annual Budgets for the General Fund, Development Fund, TID #8 Fund, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement, TID #4 Fund, Sanitary Sewer Fund, and Water Fund; and

WHEREAS, certain monies included in the 2021 Annual Budgets of the respective funds were intended to be expended in 2021 and were committed for expenditure prior to December 31, 2021; and

WHEREAS, these amounts were not expended in 2021 but will be expended in 2022, and as a result, the related appropriations should be made available and appropriated in the 2022 budget to support the spending; and

WHEREAS, Common Council has determined that it would be in the best interest of the City to approve such encumbrances in the 2022 budgets of the respective funds; and

WHEREAS, the Budget Appropriation Units will be adjusted for the items listed below.

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

Section 1 That certain encumbered funds of the 2021 budgeted amounts be transferred forward to the 2022 Annual Budget for the respective funds of the City of Franklin to pay for 2021 encumbrances, which total \$3,599,525.57, broken down as follows:

General Fund

Administration	Non-Personnel	Increase	\$8,498.50
Facilities	Non-Personnel	Increase	\$25,000.00
Police	Non-Personnel	Increase	\$8,600.75
Highway	Non-Personnel	Increase	\$9,531.00
Street Lighting	Non-Personnel	Increase	\$8,469.97
Planning	Non-Personnel	Increase	\$4,791.06

Development Fund

Professional Services		Increase	\$1,755.40
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TID 8

Econ Dev	Prof Serv	Increase	\$237,144.42
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Capital Outlay Fund

Police	Capital	Increase	\$6,500.00
Fire	Capital	Increase	\$25,907.90
Highway	Capital	Increase	\$27,560.00
Planning	Capital	Increase	\$129,637.38

Ordinance 2022-XXXX

<i>Equipment Replacement Fund</i>			
Highway	Capital	Increase	\$202,000.00
<i>Capital Improvement Fund</i>			
Engineering	Capital	Increase	\$34,771.86
Highway	Capital	Increase	\$57,898.17
Parks	Capital	Increase	\$68,590.53
<i>TID #4</i>	Capital	Increase	\$222,956.64
<i>Sanitary Sewer</i>	Capital	Increase	\$2,489,662.00
<i>Water</i>	Capital	Increase	\$30,249.99

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Introduced at a regular meeting of the Common Council of the City of Franklin this 4th day of April, 2022.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of April, 2022.

APPROVED:

ATTEST:

Stephen R Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

PO NUMBER	DATE	VENDOR NAME	DESCRIPTION	AMOUNT	REMAINING BALANCE	Account Number	Total by Department
74757	12/15/2021	MULTIMEDIA COMMUNICATIONS & ENG	Eval of Fiber Network to Access Internet for City Business Operations (3	\$9,323.50	\$8,498.50	01-0144-5214	
74723	12/15/2021	INDUSTRIAL ROOFING SERVICE INC	Annual Maintenance & Repair Specs - 2021-22 projects	\$25,000.00	\$25,000.00	01-0181-5219	
74769	12/21/2021	CONWAY SHIELDS	REPLACEMENT HALLIGAN ENTRY TOOLS	\$570.00	\$570.00	01-0211-5242	
74738	12/07/2021	THOMAS FRIEDBACHER	2021 UNIFORM ALLOWANCE (CONTRACTUAL)	\$575.00	\$575.00	01-0211-5326	
74730	11/05/2021	RAY O'HERRON CO INC	AMMUNITION	\$6,750.00	\$3,440.00	01-0211-5327	
74802	12/28/2021	ARTCRAFT & FOREMOST INC/DBA FOREMOST	9-1-1 AWARENESS HANDOUT MATERIALS -FOR COMM EVENTS	\$1,200.00	\$1,200.00	01-0211-5328	
74789	12/21/2021	GALLS LLC / DBA RED UNIFORM TAILOR	NEW OFFICER UNIFORM & DUTY GEAR (FRIEDBACHER)	\$1,300.00	\$343.39	01-0211-5333	
74790	12/21/2021	GALLS LLC / DBA RED UNIFORM TAILOR	NEW OFFICER UNIFORM & DUTY GEAR (FISCHER)	\$1,300.00	\$701.03	01-0211-5333	
74791	12/21/2021	GALLS LLC / DBA RED UNIFORM TAILOR	NEW OFFICER UNIFORM & DUTY GEAR / THOMPSON	\$1,300.00	\$293.33	01-0211-5333	
74758	12/15/2021	GALLS LLC / DBA RED UNIFORM TAILOR	AUXILIARY UNIFORMS / (3) MEMBERS	\$900.00	\$478.00	01-0211-5334	
74813	12/29/2021	SIGNARAMA	RPRS & REPL OF DEPT SIGNS & GRAPHICS	\$1,000.00	\$1,000.00	01-0211-5559	
74761	12/21/2021	TAPCO-TRAFFIC&PARKING CONTROL	STEEL STRAPPING, SIGN FACES U-CHANNEL POSTS	\$7,366.70	\$4,535.00	01-0331-5343	
74798	12/27/2021	BLOCK IRON & SUPPLY CO	REPLACE EXIT DOORS & LIGHT KITS - DPW MAIN BLDG	\$4,996.00	\$4,996.00	01-0331-5559	
74792	12/21/2021	SIGNIFY LIGHTING	LIGHTING ARMS & LIGHTING HEADS (270 & 480 VOLT)	\$8,421.00	\$6,471.00	01-0351-5246	
74786	12/21/2021	ETNA SUPPLY	HEAT GUN IMPACT WRENCH, HOLE DOZER, & TOOLS - PARKS	\$5,332.51	\$1,998.97	01-0551-5247	
74457	02/19/2020	VANDEWALLE & ASSOCIATES INC	Planning services	\$9,990.00	\$1,875.06	01-0621-5219	
74514	07/16/2020	WRAYBURN CONSULTING LLC	PLANNING CONTRACT SERVICES	\$4,860.00	\$2,916.00	01-0621-5219	\$64,891.28
74707	10/27/2021	FOTH INFRASTRUCTURE & ENVIRONMENT	RYAN ROAD /76TH ST SEWER PLANNING	\$14,700.00	\$1,765.40	27-0756-5219	\$1,765.40
74744	12/07/2021	S B FRIEDMAN & CO	Remaining Funds for TID Financial Analysis	\$41,672.50	\$36,027.50	40-0151-5219	
74550	12/04/2020	RUEKERT & MIELKE INC	DESIGN OF S HICKORY ST (W ELM RD TO W OAKWOOD RD)	\$46,500.00	\$6,349.50	40-0331-5216 3409	
74740	12/15/2021	RUEKERT & MIELKE INC	S HICKORY ST (W ELM TO W OAKWOOD)-AMEND 4/PHASE 2	\$257,750.00	\$187,321.34	40-0331-5216 3409	
74686	05/21/2021	RUEKERT & MIELKE INC	FEASIBILITY ANALYSIS-STORM WATER DESIGN HICKORY ST-#5	\$31,214.00	\$7,446.08	40-0331-5829 3409	\$237,144.42
74811	12/29/2021	GENERAL FIRE EQUIPMENT CO .INC	NEW SQUAD UPFIT/INSTALL	\$4,500.00	\$4,500.00	41-0211-5811	
74812	12/29/2021	MAACO	NEW SQUAD / PAINT DOORS	\$2,000.00	\$2,000.00	41-0211-5811	
74720	09/29/2021	5-ALARM FIRE & SAFETY EQUIP LLC	Turnout gear for new hire - Becker	\$2,658.95	\$2,658.95	41-0221-5818	
74815	12/29/2021	5-ALARM FIRE & SAFETY EQUIP LLC	TURNOUT GEAR - PALLEN & FOLEY	\$6,318.95	\$6,318.95	41-0221-5818	
74719	10/27/2021	GRS GROUP	Fire station 1 office buildout	\$16,930.00	\$16,930.00	41-0221-5822	
74668	04/21/2021	JFTCO INC	TOWMASTER T-24 TILT TRAILER	\$27,560.00	\$27,560.00	41-0331-5814	
74692	06/11/2021	HOUSEAL LAVIGNE ASSOCIATES LLC	UDO REWRITE	\$174,255.00	\$129,637.38	41-0621-5843	\$189,605.28
74737	11/17/2021	BERGKAMP	COMPLETE POTHOLE PATCH TRUCK BODY, CAB & CHASSIS	\$202,000.00	\$202,000.00	42-0331-5811	\$202,000.00
74700	07/07/2021	GRAEF	BIKE/PEDESTRIAN TRAIL MASTER PLAN - RYAN CREEK	\$57,000.00	\$34,771.86	46-0321-5216 5140	
74695	06/17/2021	KUENY ARCHITECTS LLC	DPW & FIRE SPACE NEEDS ASSESSMENT STUDY	\$23,375.00	\$4,675.00	46-0331-5219 9692	
74562	01/04/2021	LYNCH & ASSOCIATES	MARQUETTE AVE - ENGINEERING SERVICES	\$65,410.50	\$29,517.30	46-0331-5823 3544	
74717	10/27/2021	DF TOMASINI INC	CONSTRUCTION OF MARQUETTE AVE - CHANGE ORDER #2	\$7,000.00	\$7,000.00	46-0331-5823 3544	

PO NUMBER	DATE	VENDOR NAME	DESCRIPTION	AMOUNT	REMAINING BALANCE	Account Number	Total by Department
74660	04/06/2021	DF TOMASINI INC	CONSTRUCTION OF MARQUETTE AVE - CHANGE ORDER #1	\$103,348.82	\$705.87	46-0331-5823 3544	
74293	07/13/2019	PAYNE & DOLAN INC	PURCHASE/SALE OF CORNER S51 & DREXEL AVE	\$16,000.00	\$16,000.00	46-0331-5858 3051	
74537	10/22/2020	GRAEF	PLEASANT VIEW MASTER PLAN UPDATE - AMENDMENT #1	\$123,590.00	\$12,827.64	46-0551-5216 9806	
74708	07/28/2021	GRAEF	RYAN CREEK TAIL - RYAN CREEK MEADOWS SUBDIVISION	\$50,000.00	\$41,389.04	46-0551-5219 5141	
74517	08/06/2020	GRAEF	DESIGN- 116TH ST TRAIL	\$135,000.00	\$14,373.85	46-0551-5833 5125	\$161,260.56
74169	09/06/2018	RUEKERT & MIELKE INC	AREA D TREE IDENTIFICATION, LOC & MITIGATION - PROF'L SRV	\$61,657.96	\$4,733.94	49-0321-5216	
74418	01/23/2020	RUEKERT & MIELKE INC	S HICKORY ST UTILITY & PUMP STATION IMPROVEMENTS	\$163,612.23	\$20,184.58	49-0321-5216	
74428	03/24/2020	SUPER EXCAVATORS INC	CORP PARK-S HICKORY ST UTILITY IMPROVEMENTS - TID 4	\$4,058,768.00	\$79,074.12	49-0321-5216/5823/4	
74150	06/07/2018	RUEKERT & MIELKE INC	PROFESSIONAL ENGINEERING SERVICES FOR AREA D	\$1,393,737.78	\$118,964.00	49-0331-5826	\$222,956.64
74518	08/06/2020	GRAEF	PARK LIFT STATION 10100 S 60TH ST	\$202,100.00	\$33,251.70	61-0731-5826 7625	
74643	03/17/2021	GRAEF	INDUSTRIAL PARK LIFT STATION AMENDMENT - BUILDING MODS	\$19,962.00	\$14,946.30	61-0731-5826 7625	
74716	10/27/2021	JH HASSINGER INC	S 60TH ST SANITARY LIFT STATION (10100 S 60TH ST)	\$2,376,500.00	\$2,376,500.00	61-0731-5827	
74683	05/21/2021	WANASEK CORP	RCI ODOR REDUCTION PROJECT - CHANGE ORDER #2	\$130,064.00	\$64,964.00	61-0731-5829	\$2,489,662.00
74725	12/09/2021	RAFTELIS FINANCIAL CONSULTANTS INC	CONSULTING MILW WTR WRKS NEGOTIATIONS	\$11,400.00	\$11,400.00	65-0758-5219	
74556	12/10/2020	FOTH INFRASTRUCTURE & ENVIRONMENT	WATER-WASTEWATER RISK & RESILIENCE ASSESSMENT	\$37,300.00	\$7,589.52	65-0758-5219	
74721	11/04/2021	CLARK DIETZ INC	ASSISTANCE WITH 2024 WATER DISCUSSIONS	\$10,000.00	\$7,615.00	65-0758-5219	
74722	11/04/2021	BAXTER & WOODMAN	ASSISTANCE WITH 2024 WATER DISCUSSIONS	\$10,000.00	\$4,151.35	65-0758-5219	
74724	12/09/2021	APPLIED TECHNOLOGIES	MILW WTR WRKS NEGOTIATION AID	\$10,000.00	\$5,514.12	65-0758-5219	\$30,249.99
				\$9,984,070.40	3,599,525.57		
				\$9,984,070.40	3,599,525.57		\$3,599,525.57

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE April 4, 2022
REPORTS & RECOMMENDATIONS	<p align="center">POTENTIAL ACQUISITION OF PROPERTY FOR PUBLIC PARK RECOMMENDATIONS PURPOSES IN THE GENERAL SOUTHWEST AREA OF THE CITY OF FRANKLIN. THE COMMON COUNCIL MAY ENTER CLOSED SESSION PURSUANT TO WIS. STAT. § 19.85(1)(E), TO CONSIDER THE POTENTIAL ACQUISITION OF PROPERTIES INTENDED TO BE USED FOR PUBLIC PARK PURPOSES IN THE GENERAL SOUTHWEST AREA OF THE CITY AND TO REENTER OPEN SESSION AT THE SAME PLACE THEREAFTER TO ACT ON SUCH MATTERS DISCUSSED THEREIN AS IT DEEMS APPROPRIATE</p>	ITEM NUMBER <i>G.18.</i>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the potential acquisition of properties intended to be used for public park purposes in the general southwest area of the City and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/04/2022
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of March 04, 2022.

COUNCIL ACTION REQUESTED

As recommended by the License Committee.



414-425-7500

**License Committee
Agenda*
Alderman Room
April 4, 2022 - 5:45 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 2021-2022 New 5:50 p.m.	Lang, Mariah A Mulligan's Irish Pub & Grill			
Extraordinary Entertainment & Special Event 5:55 p.m.	Root River Center – Outdoor Event Person in Charge: David Church Location: 7220 W. Rawson Ave. Dates & Times of Event: June 3 & 4, 2022 – 4:00-10:30pm; June 5, 2022 – 1:00-7:00pm			
Extraordinary Entertainment & Special Event and Temporary Class B Beer 6:05 p.m.	Scottish Festivals, Inc.: Scottish Fest – Highland Games Person in Charge: David Berger Location: Croatian Park at 9100 S. 76 th St. Dates & Times of Event: June 4, 2022 – 9:00am-9:00pm			
Operator 2021-2022 New	Bandle, Heather A Landmark			
Operator 2021-2022 New	Jewell, Jessica J Kwik Trip #857			
Operator 2021-2022 New	Lockett, Angela Walgreens #05884			
Operator 2021-2022 New	Mackie, Daniel C Mulligans Irish Pub			
Operator 2021-2022 New	Rightmire, Cara B Hideaway Pub & Eatery			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2021-2022 New	Singh, Amrit P Franklin Liquor Store			
Operator 2021-2022 New	Vukovich, Kira K Walgreens #05459			
Temporary Class B Beer	Franklin Noon Lions Club: Civic Celebration and St. Martin's Labor Day Fair Person in Charge: William Tietjen Location: 9229 W. Loomis Rd. Dates of Event: 7/1/2022 thru 7/4/2022 and Location: St. Martins Rd. & Church St. Dates of Event: 9/4/2022 thru 9/5/2022			
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.

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APPROVAL <i>PS slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/04/2022
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated March 11, 2022 through April 1, 2022 Nos 187380 through Nos 187591 in the amount of \$ 1,461,865 93 Also included in this listing are EFT's Nos 4880 through Nos 4907, Library vouchers totaling \$ 26,009 12, Water Utility vouchers totaling \$ 54,678 16 and Property Tax vouchers totaling \$ 4,812 17 Voided checks in the amount of (\$ 434 89) are separately listed

Early release disbursements dated March 11, 2022 through March 31, 2022 in the amount of \$ 984,121 79 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated March 25, 2022 is \$ 445,783 45, previously estimated at \$ 434,000 Payroll deductions dated March 25, 2022 are \$ 452,305 83, previously estimated at \$ 465,000

The estimated payroll for April 8, 2022 is \$ 442,000 with estimated deductions and matching payments of \$ 275,000

Attached is a list of property tax disbursements EFT's Nos 417 through Nos 418 dated March 11, 2022 through March 31, 2022 in the amount of \$ 4,595 06 These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

Approval to release payment to Corey Oil for vehicle oil in the amount of \$6,199 28 once approved internally

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of April 1, 2022 in the amount of \$ 1,461,865 93 and
- Payroll dated March 25, 2022 in the amount of \$ 445,783 45 and payments of the various payroll deductions in the amount of \$ 452,305 83, plus City matching payments and
- Estimated payroll dated April 8, 2022 in the amount of \$ 442,000 and payments of the various payroll deductions in the amount of \$ 275,000, plus City matching payments and
- Property Tax disbursements with an ending date of March 31, 2022 in the amount of \$ 4,595 06 and
- Approval to release payment to Corey Oil in the amount of \$ 6,199 28

ROLL CALL VOTE NEEDED