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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, DECEMBER 5, 2023 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
 - 1. Citizen Comment Period.
 - 2. A Proclamation in Recognition of Fire Chief Adam J. Remington.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of November 21, 2023.
 - 2. Special Common Council Meeting of November 28, 2023.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the Equipment Replacement Fund to Provide Carryforward Appropriations to Restore \$723,567.99 to the General Ledger Account #42-0221-5811 for the Purchase of Fire Apparatus.
 - 2. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Beer and Wine Sales Establishment with an Outdoor patio Upon Property Located at 7160 South Ballpark Drive, Suite 130 (BadAx Flats, LLC, Applicant).
 - 3. Purchase of HP Warranty Extensions for Equipment in the City Hall and Police Department Data Centers – Account 41-0144-5841.
 - 4. The Director of Health and Human Services to accept the modified Centers for Disease Control Public Health Workforce Development Grant for COVID-19 mitigation and recovery efforts.
 - 5. An Ordinance to Amend §169-1, Licenses Required, of the Municipal Code to Amend the Health Department Administration Swimming Pool License and Fees Category for Compliance with the Recently Updated Wisconsin Administrative Code Chapter ATCP 76, Safety, Maintenance, and Operation of Public Pools and Water Attractions, to Increase the Types of Licenses Required and Fees.
 - 6. The Director of Health and Human Services to maintain the 2023 increase of Environmental Health Sanitarian from .1 FTE to .4 FTE for the 2024 calendar year, effective January 1, 2024.

Common Council Meeting Agenda

December 5, 2023

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7. The Director of Health and Human Services to purchase a Health Department vehicle to replace current 2014 Ford Taurus with Franklin Health Department American Rescue Plan Coronavirus Fiscal Recovery Grant award.
8. A Resolution Authorizing the City to Execute an Updated Scope of Work and Budget Augment Contract to the Existing Agreement that Allows for Houseal Lavigne Associates LLC to Perform the Unified Development Ordinance Rewrite Project.
9. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Public Recreational Trail, Storm Drainage, Storm Water Management Access, and Water Main at 12000 W. Loomis Road (TKNs 891-9016-000 through 8911-9040-000).
10. City personnel performance evaluation of Director of Administration. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of December 5, 2023.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

December 7	Plan Commission	6:00 p.m.
December 19	Common Council Meeting	6:40 p.m.
December 21	Plan Commission	6:00 p.m.
December 25 & 26	Closed for Christmas	
January 1 & 2	Closed for New Years	

City of Franklin Proclamation

A PROCLAMATION IN RECOGNITION OF FIRE CHIEF ADAM J. REMINGTON

WHEREAS, Adam J. Remington started working with the Franklin Fire Department as a paid on call firefighter on December 6, 1995; on January 20, 1999, Adam became a full-time Firefighter/Emergency Medical Technician with the Department; on January 8, 2001, Adam was promoted to Firefighter/Paramedic; on November 19, 2007, Adam was promoted to Paramedic Lieutenant; on July 12, 2009, Adam was promoted to Battalion Chief, on December 1, 2010, Adam was promoted to Assistant Fire Chief, on January 3, 2013, Adam was promoted to Acting Fire Chief, and on July 14, 2013, Adam J. Remington was promoted to Fire Chief; and

WHEREAS, Chief Remington was always deeply invested in improving and raising the bar on the potential available level of protecting and serving the public human health and safety, and the public welfare; and

WHEREAS, in July of 2012 following a then recent drowning incident, Chief Remington worked to create and created a first-response dive rescue unit, with seven Franklin Fire Department members beginning training for open water SCUBA diving certification, joining four firefighters that were already certified divers, and the first-response dive rescue unit remains a part of the Department through current; and commencing in 2011, with the Department ability to be able to deploy divers to the scene of a potential drowning and begin an underwater search within five minutes of 911 system activation, studies showing that survivability of a near-drowning incident critically depends upon minimizing the time that the victim spends underwater; and

WHEREAS, in approximately 2013, Chief Remington assisted in the creation of an innovative program at the Franklin Fire Department that helps keep first responders performing at a high level, with the Department having paid trainers to lead firefighters through an hour-long workout three times per week, which program has assisted in meeting the rigorous demands of their service work and substantially preventing their injuries therefrom, reducing firefighters service down time from hundreds of hours to dozens of hours over time periods; and

WHEREAS, also in approximately 2013, Chief Remington assisted in the creation of an initiative to assist in providing a much more substantial level of emergency services and to account for services being needed following ongoing forthcoming retirements of Emergency Medical Technicians from the Department, by having Department firefighters enrolling in the education to become trained paramedics, which provided substantially more education and advanced lifesaving skills and procedures than as obtained and provided by Emergency Medical Technicians, which position has been eliminated for the Department upon the last retirement in February 2022, and Franklin then becoming the only fire department in Milwaukee County with all officers firefighters being Paramedics; and

WHEREAS, while Chief Remington continues to provide his substantial services to all as of the date hereof, Franklin Fire Chief Adam J. Remington is going to retire from his position on January 5, 2024.

NOW, THEREFORE, BE IT PROCLAIMED, that I, John R. Nelson, 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, Adam.

Presented to the City of Franklin Common Council this 5th Day of December, 2023.

John R. Nelson, Mayor

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 21, 2023
MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on November 21, 2023, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderman Yousef Hasan, Alderwoman Courtney Day, Alderman Mike Barber, and Alderman Jason Craig. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Karen Kastenson.

- CITIZEN COMMENT B.1. Mayor Nelson read Meeting Rules of Decorum for Attendees and Participants to the Audience, and also cited the Franklin Code regarding Council Proceedings. Citizen comment period was opened at 6:35 p.m. and was closed at 6:44 p.m.

- MINUTES
NOVEMBER 7, 2023 C.1. Alderman Barber moved to approve the minutes of the Common Council meeting of November 7, 2023, as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried.

- UPDATE TO NOISE
ISSUES AT THE ROC
BALLPARK
COMMONS G.1. Mayor to provide an update as to the solutions to noise issues at the ROC Ballpark Commons. The Director of Information Technology, James Matelski, gave an update on the Sound Monitoring system at the ROC.

- FIRE DEPT -
KELMANN CARES
GRANT – FIRE
EXTINGUISHERS FOR
AT-RISK RESIDENTS G.2. Alderman Barber moved to authorize the Fire Department to apply for and accept the Kelmann Cares grant funding in the amount of \$2,500.00 with an appropriation to purchase approximately 230 lightweight portable aerosol fire extinguishers for distribution to elderly residents and other at-risk populations. Seconded by Alderwoman Day. All voted Aye; motion carried.

- ORD. 2023-2566
AMEND OF UDO. PDD
NO. 37 (ROCK SPORTS
COMPLEX/BALLPARK
COMMONS)
DWELLING SIZE
(CITY OF FRANKLIN,
APPLICANT) AT W.
RAWSON AVE. & S.
BALLPARK DR. G.3. Alderwoman Eichmann moved to adopt Ordinance No. 2023-2566, AN ORDINANCE TO AMEND TABLE 15-3.0442C.1 AND TABLE 15-3.0442D.2 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX/BALLPARK COMMONS) TO CORRECT A REFERENCE WITHIN TABLE 15-3.0442C.1 RELATED TO DWELLING UNIT SIZE AND TO REDUCE THE AVERAGE DWELLING UNIT SIZE FOR A ONE BEDROOM DWELLING TO 600 SQUARE FEET (CITY OF FRANKLIN, APPLICANT) (AT APPROXIMATELY THE SOUTHEAST CORNER OF WEST RAWSON AVENUE AND SOUTH BALLPARK DRIVE). Seconded by Alderwoman Day. All voted Aye; motion carried.

- WISCNET MEMBERSHIP AGREEMENT WITH WISCNET CAN FOR INTERNET SERVICES
- G.4. Alderman Barber moved to authorize establishing a WiscNet membership agreement between the City of Franklin and the WiscNet Community Area Network (CAN) for providing primary Internet services to all City of Franklin facilities. The City attorney and Director of IT are authorized to make any necessary technical corrections for establishing the service contract. Membership, equipment, and installation costs are not to exceed \$25,000 for the first 18 months of service, as indicated in the Fiber Optic WAN Capital Budget-Account 46-0181-5846.9650. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- PURCHASE FIBER OPTIC EXTENSIONS AT CITY HALL & SEWER/WATER UTILITY
- G.5. Alderman Barber moved to authorize the purchase and installation of two fiber extension runs at City Hall and the Sewer and Water Utility. Installation work will not exceed \$9,345.73, using IS Computer Equipment Capital Outlay Budget-Account 41-0144-5841. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2023-8064 AMENDMENT 8 TO TASK ORDER 5 OF TID NO. 8
- G.6. Alderwoman Day moved to adopt Resolution No. 2023-8064, A RESOLUTION TO AUTHORIZE AMENDMENT 8, TO TASK ORDER 5 TO RUEKERT & MIELKE, INC. FOR MISCELLANEOUS DEVELOPMENT SERVICES WITHIN TAX INCREMENT DISTRICT NO. 8 FOR A PROFESSIONAL FEE OF \$20,000. Seconded by Alderman Craig. All voted Aye; motion carried.
- ORD. 2023-2567 AMEND ORDINANCE 2022-2521. 2023 ANNUAL BUDGET FOR TID 8 FOR DEVELOPMENT SERVICES
- G.7. Alderman Holpfer moved to adopt Ordinance No. 2023-2567, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE TID 8-CAPITAL PROJECTS FUND TO PROVIDE \$20,000 APPROPRIATIONS FOR DEVELOPMENT SERVICES. Seconded by Alderwoman Day. On a roll call; all voted Aye. Motion carried.
- ORD. 2023-2568 AMEND ORDINANCE 2022-2521. 2023 ANNUAL BUDGET FOR MAINTENANCE BUILDING PERSONNEL SERVICES
- G.8. Alderman Craig moved to adopt Ordinance No. 2023-2568, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO MOVE \$18,100 OF FOR DEVELOPMENT SERVICES APPROPRIATIONS TO MAINTENANCE BUILDING PERSONNEL SERVICES APPROPRIATIONS. Seconded by Alderman Barber. On a roll call; all voted Aye. Motion carried.
- CITY DEVELOPMENT OPERATIONS UPDATE
- G.9. Alderman Barber moved to accept and place on file the Operations Update for the Department of City Development. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- RES. 2023-8065
CONTRACT WITH
ROOT-PIKE WIN FOR
2024-2025 DNR
STORM WATER
PERMITS
- G.10. Alderman Holpfer moved to adopt Resolution No. 2023-8065, A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR AN INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2024-2025 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A NOT TO EXCEED FEE OF \$11,800 Seconded by Alderman Barber. All voted Aye; motion carried.
- 2024 PROPOSED
BUDGET
- G.11. No action was taken at this time regarding the 2024 Proposed Budget (Public Hearing to be held on November 28, 2023).
- RES. 2023-8066
WE ENERGIES TO
CONVERT TO LED
LIGHTS
- G.12. Alderman Craig moved to adopt Resolution No. 2023-8066, A RESOLUTION TO AUTHORIZE WE ENERGIES TO CONVERT THREE HIGH PRESSURE SODIUM LIGHTS TO LED LIGHTS FOR \$50. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2023-8067
CLEAR CUT LAWN
SERVICES LLC –
MAINTENANCE ON S.
35TH ST. CULVERT
- G.13. Alderwoman Day moved to adopt Resolution No. 2023-8067, A RESOLUTION FOR CLEAR CUT LAWN SERVICES LLC TO PERFORM MAINTENANCE ON THE S. 35TH STREET CULVERT OVER THE OAK CREEK WATERWAY FOR \$20,175. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- AGREEMENT WITH
RACINE COUNTY FOR
SOIL TESTER’S SOIL
& SITE EVAL
- G.14. Alderman Barber moved to approve the 2024 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Administration to execute such agreement. Seconded by Alderman Hasan. All voted Aye; motion carried.
- CLOSED SESSION
STUART SWANSON
CLAIM
- G.15. Alderman Barber moved to deny the claim of Stuart Swanson pursuant to Wisconsin Statute 893.80(1g), based upon and in concurrence with the insurance adjuster that the investigation revealed that the City of Franklin is not liable or negligent for this incident as discussed in the Council Action Sheet. Seconded by Alderman Hasan. All voted Aye; motion carried.
- MISCELLANEOUS
LICENSES
- H. Alderwoman Day moved to approve the following licenses of the License Committee Meeting of November 21, 2023:
- Grant 2023-24 Operator License to: Joseph Brooks, Hailey Frejnik, Ashley Grube, Jennifer Hayes, Alec Perry, Emily Porn, Ashlyn Sanders, & Sydney Wills; and
Approve the PUBLIC (People Uniting for the Betterment of Life and

Investment In the Community) Grant to: VFW Post 10394 (Franklin/Hales Corners)-St. Martin's Fair, License Fees: St. Martin's Fair-Temporary Entertainment & Amusement, Temporary Class B Beer, Operators and Peddler's, Post Property, 11300 W Church St, 9/1-9/2/24.

Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Holpfer moved to approve City vouchers with an ending date of November 16, 2023, in the amount of \$1,379,268.62, and payroll dated November 17, 2023, in the amount of \$465,988.98 and payments of the various payroll deductions in the amount of \$454,294.10, plus City matching payments, and estimated payroll dated December 1, 2023 in the amount of \$465,000 and payments of the various payroll deductions in the amount of \$255,000, plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Holpfer moved to adjourn the meeting of the Common Council at 7:30 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 28, 2023
MINUTES

ROLL CALL

A. The special meeting of the Franklin Common Council was held on November 28, 2023, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderman Yousef Hasan, Alderwoman Courtney Day, and Alderman Jason Craig. Also in attendance were Director of Administration Kelly Hersh, Director of Finance and Treasurer Danielle Brown, City Attorney Jesse A. Wesolowski and Deputy City Clerk Shirley Roberts.

CITIZEN COMMENT

B.1. Citizen comment period was opened at 6:31 p.m. and was closed at 6:31 p.m. No comments.

Alderman Mike Barber arrived at 6:40 p.m.

2024 BUDGET
HEARING

C. The public hearing on the 2024 Proposed Budget was called to order at 6:40 p.m. and closed at 6:40 p.m.

ORD. 2023-2569
ADOPTING 2024
ANNUAL BUDGETS

D. Alderman Craig moved to amend the Proposed 2024 Budget for TID 8 – Debt Service Fund, Fund 30, to include: Adding a resources appropriation to "Transfer from Other Funds" in the amount of \$76,100. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Alderman Craig moved to amend the Proposed 2024 Budget for TID 8 - Capital Projects Fund, Fund 40, to include: Adding an expenditures appropriation to "Transfer to Other Funds" in the amount of \$76,100. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Alderman Craig moved to amend the Proposed 2024 Budget for the General Fund, Fund 01, to include: Adding a resources appropriation to "Planning Consulting Fees" in the amount of \$31,500. Adding an expenditures appropriation to "Planning Consulting Fees" in the amount of \$30,000. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Alderman Craig moved to amend the Proposed 2024 Budget for the General Fund, Fund 01, to include: Reducing appropriations to the corresponding Pension Plan Benefits in the amount of \$124,000. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Alderman Craig moved to amend the Proposed 2024 Budget for the General Fund, Fund 01, to include: Adding a resources appropriation to "Ambulance Services" in the amount of \$150,000. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Alderman Craig moved to amend the Proposed 2024 Budget for the General Fund, Fund 01, to include: Adding a resources appropriation to "Interest-Tax Roll" in the amount of \$100,000. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.


Alderman Craig moved to amend the Proposed 2024 Budget for the General Fund, Fund 01, to include: Adding a resources appropriation to "Interest-Investments" in the amount of \$187,000. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Alderman Craig moved to amend the Proposed 2024 Budget for the General Fund, Fund 01, to include: Reducing a resource appropriation to "General Property Taxes" in the amount of \$561,000. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Alderman Craig moved to adopt Ordinance No. 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE GENERAL, CIVIC CELEBRATIONS, ST MARTIN'S FAIR, DONATIONS, GRANTS, SOLID WASTE COLLECTION, SANITARY SEWER, CAPITAL OUTLAY, EQUIPMENT REPLACEMENT, STREET IMPROVEMENT, CAPITAL IMPROVEMENT, DEBT SERVICE, DEVELOPMENT, UTILITY DEVELOPMENT, TID 5, TID 6, TID 7, TID 8, AMERICAN RECOVERY ACT, OPIOID SETTLEMENT FUND, AND INTERNAL SERVICE FUNDS AND ESTABLISHING THE TAX LEVY, ESTABLISHING THE SOLID WASTE FEE, AND OTHER REVENUE FOR THE CITY OF FRANKLIN. Seconded by Alderman Barber. On roll call, Alderman Craig, Alderman Barber, Alderwoman Day, Alderman Hasan, Alderwoman Eichmann voted Aye; Alderman Holpfer voted No. Motion carried.

ADJOURNMENT

E. Alderman Craig moved to adjourn the special meeting of the Common Council at 7:44 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE December 5, 2023</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p> <p style="text-align: center;"></p>	<p style="text-align: center;">An Ordinance to Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the Equipment Replacement Fund to Provide Carryforward Appropriations to Restore \$723,567.99 to the GL Account #42-0221-5811 for the Purchase of Fire Apparatus</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G1</p>

Background:

The City and Seagrave Fire Apparatus, LLC entered into a Termination Agreement dated November 1, 2023, ending the purchase agreement and its ongoing process for a Seagrave Marauder Pumper fire engine, and returning to the City the \$718,265.00 prepayment, together with interest in the amount of \$5,302.99, with the City receiving a check therefore in the amount of \$723,567.99 on November 9, 2023.

The funds were deposited into the Equipment Replacement Fund – Refunds/Reimbursements Account (\$718,265.00) and Miscellaneous Interest Account (\$5,302.99).

Requested Action:

The Fire Department is requesting approval of a budget amendment to restore \$723,567.99 in funding from the above lines back into the Fire Department Capital Equipment Replacement Fund (GL #42-0221-5811; *Auto Equipment*); and to encumber that funding into 2024 for the future purchase of fire apparatus. This payment was received in 2023 and will fall into fund balance at the end of the year.

The Fire Department will seek council approval to purchase an apparatus from another manufacturer, once specifications are finalized and a manufacturer is selected.

Note:

The Fire Department intends to also seek Council approval to utilize a portion of this funding for the immediate purchase of a suitable used pumper apparatus, as recent developments have rendered one of the front-line apparatus undriveable/unrepairable, and estimated delivery times for newly constructed apparatus is 24-48 months.

COUNCIL ACTION REQUESTED

An Ordinance to Amend Ordinance 2023-____, an Ordinance Adopting the 2024 Annual Budget for the Equipment Replacement Fund to Provide Carryforward Appropriations to Restore \$723,567.99 to the GL Account #42-0221-5811 for the Purchase of Fire Apparatus.

Roll Call Vote Required.

Fire/AJR

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE EQUIPMENT REPLACEMENT FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS TO RESTORE \$723,567.99 TO THE GL ACCOUNT #42-0221-5811 FOR THE PURCHASE OF FIRE APPARATUS

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

WHEREAS, the City of Franklin Fire Department entered into a Termination Agreement dated November 1, 2023 with Seagrave Fire Apparatus, LLC; and

WHEREAS, Seagrave Fire Apparatus, LLC returned to the City on November 9, 2023, prepayment with interest in the amount of \$723,567.99; and

WHEREAS, if unused in 2023, the funding will fall into the Equipment Replacement Fund fund balance at the end of 2023; and

WHEREAS, the Fire Department is requesting the Common Council approve the carryforward of appropriations to support a future fire apparatus purchase in 2024 due to timing and delivery challenges; and

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

Section 1 That a 2024 Budget for the Equipment Replacement Fund be amended as follows:

Appropriations

42-0221-5811 Capital Outlay -Auto Equipment	Increase	\$723,567.99
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Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's web site.

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

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

Section 5 This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this _____ day of _____, 2023.

APPROVED:

John R Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>[Signature]</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;">12/5/23</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A BEER AND WINE SALES ESTABLISHMENT WITH AN OUTDOOR PATIO UPON PROPERTY LOCATED AT 7160 SOUTH BALLPARK DRIVE, SUITE 130</p> <p style="text-align: center;">(BADAX FLATS, LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G 2</p> <p style="text-align: center;">Ald. Dist. #2</p>

At its November 9, 2023, regular meeting, the Plan Commission recommended approval of the attached special use resolution for a beer and wine sales establishment with an outdoor patio upon property located at 7160 South Ballpark Drive, Suite 130. The vote was 5-0-1, five 'ayes', no 'noes' and one absent.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2023-_____, imposing conditions and restrictions for the approval of a special use for a beer and wine sales establishment with an outdoor patio upon property located at 7160 South Ballpark Drive, Suite 130.

(BadAx Flats, LLC, applicant)

RESOLUTION NO. 2023-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR
THE APPROVAL OF A SPECIAL USE FOR A BEER AND WINE SALES
ESTABLISHMENT WITH AN OUTDOOR PATIO UPON PROPERTY LOCATED AT
7160 SOUTH BALLPARK DRIVE, SUITE 130
(BY BADAX FLATS, LLC, APPLICANT,
ZIM-MAR PROPERTIES, LLC, PROPERTY OWNER)

WHEREAS, BadAx Flats, LLC, having petitioned the City of Franklin for the approval of a Special Use for a beer and wine sales establishment with an outdoor patio upon property located at 7160 South Ballpark Drive, Suite 130, zoned Planned Development District No. 37. The property which is the subject of the application bears Tax Key No. 754 9006 000 and is more particularly described as follows:

Lot 1 of Certified Survey Map No. 9078 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on October 16, 2018 as Document No. 10820171, being a redivision of Lots 3 and 4 of Certified Survey Map No. 9042 and lands in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

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 9th day of November 2023, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that 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 Use, 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 BadAx Flats, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by BadAx Flats, LLC, successors and assigns, for a beer and wine sales establishment with an outdoor patio, which shall be developed in substantial compliance with, and operated and maintained by BadAx Flats, LLC, pursuant to those plans dated July 11, 2023 and annexed hereto and incorporated herein as Exhibit A.
2. BadAx Flats, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the BadAx Flats, LLC, Special Use, 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 BadAx Flats, LLC, Special Use for the property located at 7160 South Ballpark Drive, Suite 130: (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. Hours of operations shall not extend later than 9:00 p.m. on Sunday through Thursday and 11:00 p.m. on Friday and Saturday without approval of an amendment to this Special Use.

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

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a

separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 5th day of December, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 5th day of December, 2023.

APPROVED:

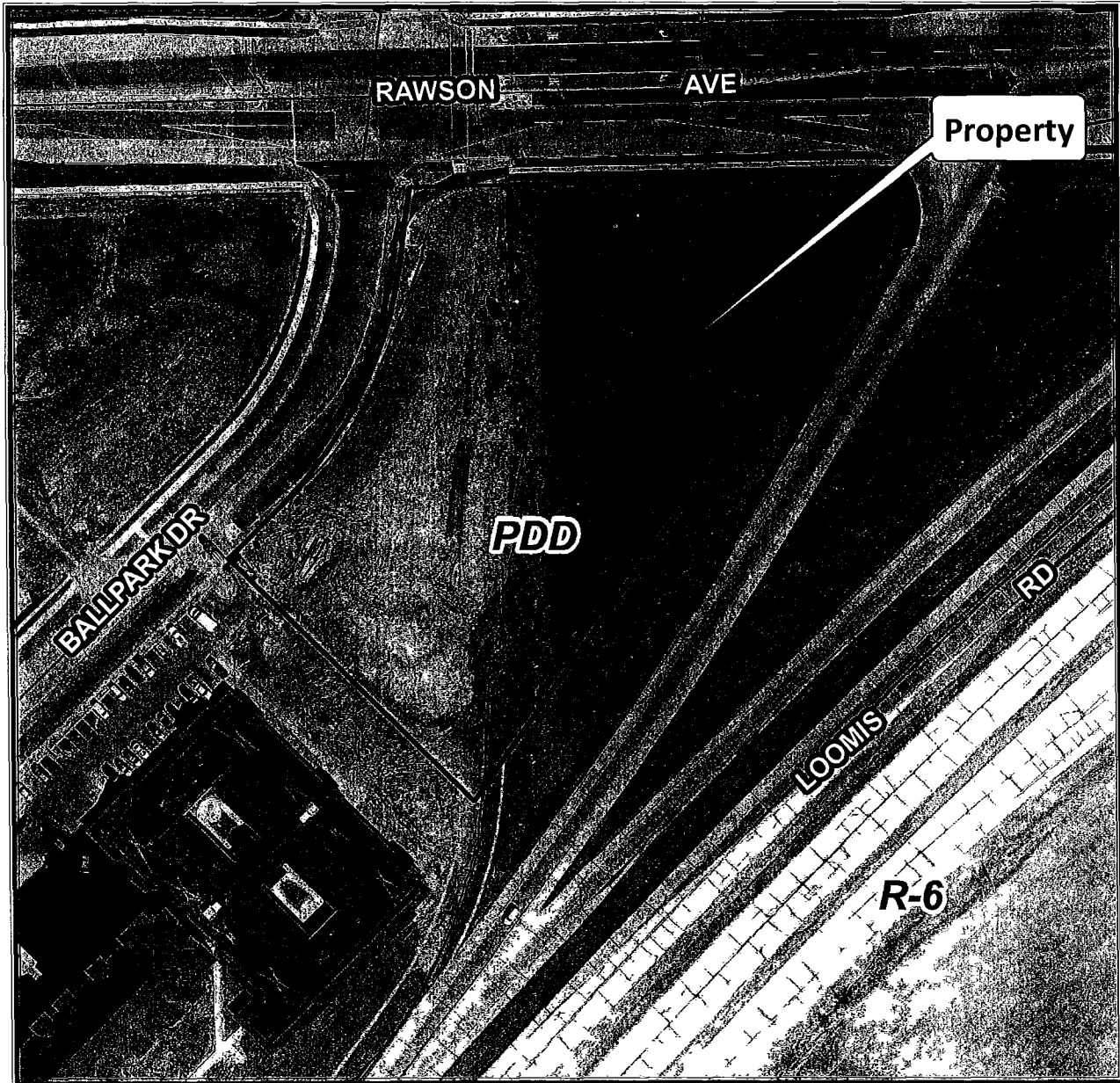
John R. Nelson, Mayor

ATTEST:

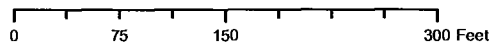
Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

7160 S. Ballpark Drive
TKN 754 9006 000



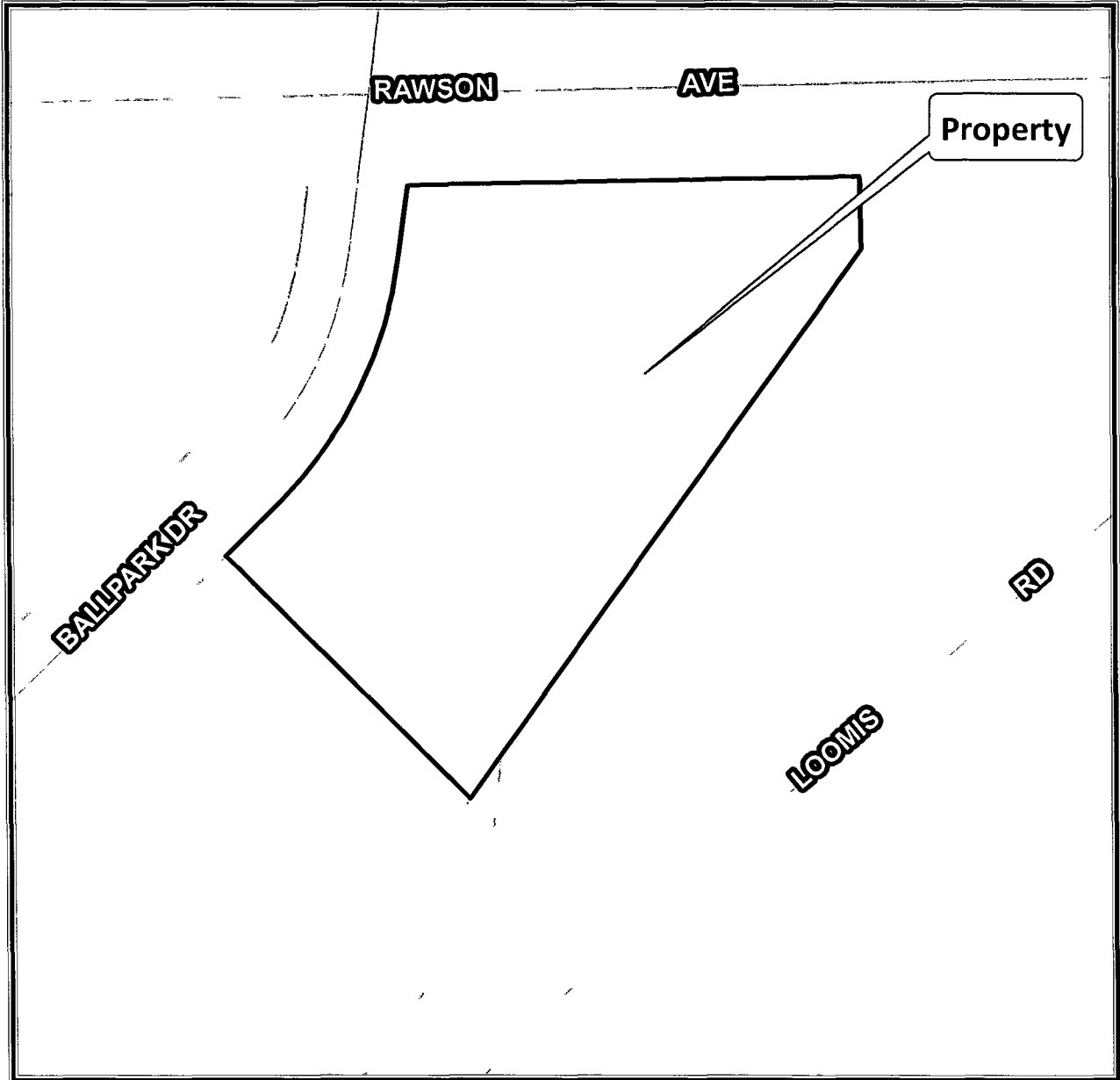
Planning Department
(414) 425-4024



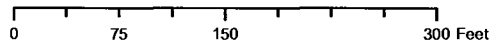
2021 Aerial Photo

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

7160 S. Ballpark Drive
TKN 754 9006 000



Planning Department
(414) 425-4024



2021 Aerial Photo

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

 **CITY OF FRANKLIN** 

REPORT TO THE PLAN COMMISSION

Meeting of November 9, 2023

Special Use

RECOMMENDATION: City Development Staff recommends the Plan Commission forward the Special Use application to the Common Council for decision based upon the recommended draft Resolution with conditions as attached.

Project Name:	BadAx Flats, LLC Special Use
Property Owner:	ZIM-MAR Properties, LLC
Applicant:	Emily Cialdini, Land By Label
Property Address/Tax Key Number:	7160 S. Ballpark Drive, Unit 130 / 754 9006 000
Aldermanic District:	District 2
Agent:	Emily Cialdini, Land By Label
Zoning District:	Planned Development District No. 37
Use of Surrounding Properties:	PDD No. 37 zoned properties to the north, south and west, and Vacant land zoned R-6 Single-Family Residence District to the east
Application Request:	To allow for an application for a Special Use to allow for a beer and wine sales establishment with an outdoor wine and beer garden
Staff Planner:	Nick Fuchs, Planning Associate

Special Use

The applicant filed a Special Use Application to allow for a beer and wine sales establishment with an outdoor wine and beer garden. The proposed use will be located within the southernmost first floor tenant space of the BadAx Flats mixed use development.

The proposed use sells beer and wine for consumption at their facility as well as “bar snacks,” which include premade food such as pizza, cheese boards, popcorn, and nuts. A full commercial kitchen is not included within the tenant space. The use also includes retail sales of beer and wine.

Hours of operation are Monday through Thursday from 3:00 p.m. to 9:00 p.m. and Friday and Saturday from 12:00 p.m. to 11:00 p.m.

The building and site will be utilized as proposed as part of the BadAx Flats development. The use is not anticipated to require any changes to those building and site plans.

STAFF RECOMMENDATION

The Plan Commission may recommend, and the Common Council may impose, conditions and limitations on a Special Use application related to use, design and operation (§15-3.0701.D).

The Department of City Development staff recommends the Plan Commission forward the Special Use application to the Common Council for decision based on the recommended draft Resolution as attached. The resolution reflects recommended conditions of approval.

Recommended Conditions of Approval

1. Hours of operations shall not extend later than 9:00 p.m. on Sunday through Thursday and 11:00 p.m. on Friday and Saturday without approval of an amendment to this Special Use.



7044 South Ballpark Drive
Suite 305
Franklin, WI 53132
Main 414-285 3470

July 13, 2023

Mr. Regulo Martinez-Montliva
Principal Planner
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Via hand-delivery and email to RMartinez-Montilva@franklinwi.gov

Re: BadAx Flats Site Plan Review, PDD 37 Amendment and Special Use

Dear Regulo,

In response to the matters identified in the Report to the Plan Commission Meeting of June 22, 2023 for Special Use and Site Plan ("Staff Report") which was published on June 16, 2023 we submitting revised plans for Site Plan review and applications for a Major PDD Amendment to PDD 37 to permit BadAx Flats as designed. Under cover of this letter you will find the following:

- PDD Amendment and Special Use Application (Item 1);
- Twelve (12) copies of the revised plan set for BadAx Flats, including civil engineering and landscaping plans prepared by Sigma and dated 7-11-2023 (Items 3 and 4);
- Three (3) copies Responses to General Standards for Special Use (Item 5); and,
- Word document legal description (Item 9).

We respectfully request to be placed on the August 17, 2023 Plan Commission meeting agenda.

Responses to Staff Report

- Pg 2 – Dwelling Unit Size
 - Applicant believes Staff is incorrect in their read of PDD 37. BadAx Flats minimum dwelling unit size is consistent with the requirements in PDD 37. BadAx falls under the Ballpark Commons Mixed-Use Area (15-3.0442C) because it lies at the southeast corner of Ballpark Drive and Rawson Avenue. The Area Standards for Ballpark Commons Mixed-Use Area are set forth in Table 15-3.0442C.1. The Minimum Total Living Area per Residential Apartment Dwelling Unit (D.U.) in Mixed Use Commercial Buildings for 3 or more D.U.'s per structure states to see Table 15-3.0442D.1. That table does not include any minimum dwelling unit sizes; therefore, there is no minimum dwelling unit size.



We advanced our design and spent significant dollars doing so because no minimum dwelling unit size applies to our development.

Staff has unilaterally imposed a minimum dwelling unit size by stating that the reference to Table 15-3.0442D.1 is a mistake and that it should have referenced Table 15-3.0442D.2.

In order to advance our development, we are now applying for the Major PDD Amendment to “correct” Table 15-3.0442C.1 to refer to Table 15-3.0442D.2 AND reduce the average minimum dwelling unit size from 700 square feet to 600 square feet. The reduction in square footage allows us to deliver the development as designed which meets an identified need in the market for smaller studio and one-bedroom units.

- Pg 2 – Site Plan

- Understood that the LSR of 0.42 meets the PDD minimum of 0.35. Understood that the LSR for the entire PDD shall be maintained at a minimum of 0.50.

The exterior trash area that serves the commercial space already includes an enclosure. Detailed trash enclosure details (ASP 100) prepared by JLA and dated 6.2.2023 are included (Item 6). Please note, architectural site plan will be updated to reflect the parking counts and landscaping as represented on the civil and landscape plans included herein.

- Pg 3 – Reduced Setback Request

- Staff noted that it appears the parking and drive areas could be shifted to set the building further back from S Ballpark Drive. This is not feasible with the steep grade change at the east side of the site. Furthermore, the reduced setback was intentional to allow for greater visibility and pedestrian accessibility to first floor retail uses. The decreased setback creates an activated urban edge, which has been a design driver and accepted, even encouraged strategy throughout Ballpark Commons.

- Pg 3 – Parking

- Staff did not review all plan sheets related to ADA parking. The development includes a total of six (6) ADA accessible stalls – four (4) in the surface lot and two (2) in the underground parking. Therefore, the development satisfies the required number of ADA parking stalls pursuant to UDO Table 15-5.0202(I)(1). Applicant has reduced the number of surface stalls by 29 stalls for a total of 138 parking.

- Pg 4 – Landscaping



- We are requesting a Major PDD Amendment to allow for the landscaping plan to be approved as identified in the quantity and type of materials on our landscape plan prepared by Sigma and dated 7-11-2023. Again, we wanted to expand upon the issue as the Major PDD Amendment to allow for the landscaping as designed because it treats our development approvals differently than other multifamily developments such as The Statesman, Velo Village and The Seasons whose landscaping does not comply with the UDO Landscape Standards.

BadAx Flats' building footprint and identified use as a mixed-use residential development has not changed since the adoption of PDD 37. The quantity of residential plantings required per the code are extreme and based on our proposed use would require 100% of the site to be landscaped.

Staff's recommendation to reduce the number of units to comply with landscaping requirements is diametrically opposed to their recommendation for approval of the special use for a density of 81 units, which was approved by Plan Commission and Common Council. Even if the density were reduced as staff suggested to accommodate the code required plantings, the unit count would be reduced by 40 to 50 units. A development of that size is not economically feasible and would also drastically reduce the taxes below City projections in TID 5.

We agreed to eliminate the 29 parking stalls and have filled that area with additional landscaping. The total landscape counts are now as follows:

- 18 canopy/shade trees
- 53 evergreen trees
- 50 decorative trees
- 180 shrubs

To demonstrate the extreme nature of the landscaping requirements for residential, if the site were to be developed as a commercial development, 56 shade trees and 56 shrubs would be required. As approved with a density of 78 multifamily units and 5,000 square feet of retail, we are required to install 124 shade trees and 234 shrubs - over three times the requirement for commercial. Said differently, the requirement would result in roughly 41 trees and 78 shrubs per acre, that's equivalent to the tree density of a North American forest.

It should also be noted that in the staff review of The Seasons at Franklin, the most recent multifamily development approved in the City of Franklin, the planning manager in his staff report from March 3, 2022 noted that the landscape requirements are "very difficult to meet" for multifamily development and that if the development proposed "was a high-rise development, it would require the planting of a forest to accommodate this requirement". He goes on further to note that the landscape requirements are a "subject for further review and amendment

under the UDO Rewrite project". The Seasons staff report is included herein (Item 8).

Special Use

The Special Use allows for the intended high-end beer and wine operator, Three Cellars, to conduct their operations. The Responses to the General Standards for Special Use address the reasoning for the Special Use (Item 5).

Three Cellars

Three Cellars is a high-end beer and wine operator that offers hundreds of options of select wines with amazing service to make your visit fun and easy. It's a special experience for everyone from the casual drinker to the connoisseur. We are friendly, non-elitist, and here to help. Of course, we can help you find beverages to take home or give as gifts, but we also offer something else you're going to love — we invite you to kick back, relax, and enjoy any of our wines or beers in the Cellar Lounge or our Wine and Beer Garden (in season).

In 2016, Gino Gaglianella brought the Three Cellars experience to Menomonee Falls and we have enjoyed every minute of being a part of the community. With a constantly rotating selection, fun tastings and events, unparalleled service and product knowledge - Three Cellars is truly the most unique wine and beer destination in the area! If you've never been to Three Cellars, we hope you'll stop in and become a regular customer. We'll do all we can to make that happen.

Awards & Recognition

A-List's Best Wine and Beer Shop

2007-2014: Voted Top 5

2016-2017: Voted #1

Milwaukee Magazine's Best of the Burbs

2022: Voted #1

2023: Voted #1

It should be noted that the Major PDD Amendment for both dwelling unit size and landscaping puts additional risk on our development by requiring an additional layer of approvals that are not necessary. It also delays our project schedule by over a month if scheduled for the August Plan Commission meeting. If, for some reason, the Plan Commission and Council do not approve the proposed PDD Amendment we would be forced to seek other recourse.

Please reach out with any questions or comments.





7044 South Ballpark Drive
Suite 305
Franklin WI 53132
Main 414 285-3470

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Cialdini". The signature is fluid and cursive, with a long horizontal stroke at the end.

Emily Cialdini
Vice President of Development
Land By Label

Cc: Ian Martin (via email to ian.m@landbylabel.com)
Mike Zimmerman (via email to mikez@rocventures.org)



Division 15-3.0700. Special Use Standards and Regulations

§ 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
- 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
 - BadAx Flats along with the high-end beer and wine operator is consistent with the intended uses identified within the Ballpark Commons PDD 37 The building was always intended to be a residential mixed-use development with active first floor food and beverage operations
 - 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
 - BadAx Flats will not cause undue adverse impact As a residential mixed-use development it is consistent and complementary to the adjacent multi-family uses It enhances the area by completing the vision of the area and converting the vacant parcel into a high-quality residential and commercial development
 - 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
 - BadAx Flats as a residential mixed-use development was always contemplated and realizes the vision for Ballpark Commons south of Rawson in accordance with PDD 37
 - 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
 - BadAx Flats has completed its engineering review with the City Engineering Department There are adequate public facilities to serve the development
 - 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

- BadAx Flats will not generate traffic congestion. It was always planned as a residential mixed-use development and Ballpark Drive and the nearby infrastructure was sized appropriately to facilitate the development
- 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
 - There are no ecological features on site, therefore, there is no destruction of significant features
- 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.
 - BadAx Flats complies with all other standards of PDD 37 and the UDO.

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 § 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.

- Section 15-3.0702 and 15-3.0703 do not apply as the special use is for a Drinking Place Pursuant to Table 15-3 0603.

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.

- 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.
 - BadAx Flats and the high-end beer and wine operator will contribute to the general welfare of the community by completing the vision of Ballpark Commons and offering additional places to eat and recreate We have heard from neighbors and community members a desire for more high-end options to eat and drink.
- 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
 - The location has always been contemplated as a residential mixed-use

development with activated, first floor uses. As such it meets the requirements of the PDD and is an ideal solution for the site. There are no other alternative locations for the proposed developments within Ballpark Commons.

- 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
 - BadAx Flats is a mixed-use residential development which is complementary and similar use to New Perspective Senior Living and Velo Village and therefore are no adverse impacts on adjacent development. Site design, landscaping and lighting has been sensitive to the adjacent uses
- 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.
 - BadAx Flats completes one of the last remaining development sites within Ballpark Commons so there is little opportunity for future more intensive uses in the area

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 12/05/2023</p>
<p align="center">REPORTS & RECOMMENDATIONS</p> <p align="center">✱</p>	<p align="center">Purchase of HP Warranty Extensions for Equipment in the City Hall and Police Department Data Centers - Account 41-0144-5841</p>	<p align="center">ITEM NUMBER</p> <p align="center">G.3.</p>

Background

Within the 2023 Information Services Capital Outlay Computer Equipment Budget (41-0144-5841), \$47,784 was allocated for the extension of existing server, tape library, and 3PAR SAN equipment warranties. HP requires an active warranty service plan in order to receive driver and firmware updates to all equipment. Existing warranties are set to expire on 11/22/2023 or in Q1 of 2024. As part of the warranty extension, all agreements will be synchronized to expire on 12/31/2024.

Fiscal Impact

CDW and HP Enterprise Services have updated the existing quote of warranty extensions from the initial 2022 budgetary quote. Warranty extensions of existing equipment is documented in detail in the attached corresponding CDW spreadsheet.

CDW-G Quotation of Warranty Extensions (NQQV774): \$41,938.11

Assumptions

The 3PAR fiber channel SANs are considered deprecated as of 8/1/2025, whereby 8200 series equipment and hardware can no longer be sold or obtained. HP is ending support on the 3PAR SANs on 8/1/2026. It is anticipated that for the 2025 or 2026 capital budgets new storage equipment will be obtained, with some storage services migrating to the cloud. In 2025, the equipment will be nine years old.

COUNCIL ACTION REQUESTED

Motion to authorize the purchase of HP warranty extensions for data center equipment in the amount of \$41,938.11 as budgeted for in the 2023 Information Services Capital Outlay Equipment Budget – Account 41-0144-5841.



Thank you for choosing CDW We have received your quote

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JAMES MATELSKI,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NQV774	11/21/2023	HPE WARRANTY QUOTE	0929696	\$41,938.11

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE POINTNEXT DAY 1 SVC - \$0 -50K Mfg Part# PN DAY1 REN 1 Electronic distribution NO MEDIA Contract Wisconsin Counties Association	1	7411090	\$41,938.11	\$41,938.11

SUBTOTAL	\$41,938.11
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$41,938.11

PURCHASER BILLING INFO

Billing Address:
CITY OF FRANKLIN
ACCTS PAYABLE
9229 W LOOMIS RD
FRANKLIN, WI 53132 9728
Phone: (414) 425-7500
Payment Terms: NET 30 VERBAL

DELIVER TO

Shipping Address:
CITY OF FRANKLIN
IT DEPT
9229 W LOOMIS RD
FRANKLIN, WI 53132 9728
Phone: (414) 425 7500
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675 1515



Sales Contact Info

Beatrice Garza | (866) 339-7604 | beatrice.garza@cdw.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$41,938.11	\$1,134.43/Month	\$41,938.11	\$1,307.21/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs: Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms: 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments: Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh: Keep current technology with minimal financial impact or risk. Add on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs: You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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http://www.cdw.com/content/terms_conditions/product_sales.aspx

For more information, contact a CDW account manager.

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Hewlett Packard Enterprise

HUB3AC HPE Tech Care Basic wDMR SVC
 Basic Service Level
 Defective Media Retention
 General Technical Guidance
 Onsite Support
 Replacement Parts
 Technical Support
 Travel Zone 1

End User: City of Franklin
 Address: 5560 W Always Ave, FRANKLIN, Wisconsin 53132
 Contact: James Maleski
 Phone: (414) 427-7845

IM Acct Nbr: 40033473
 Reseller: CDW LOGISTICS INC.

This quote expires on: 12/31/2023
 Amp ID: IC06 CITYOFFRA
 Quote Number: 73376317
 Service Agreement ID: 1051 9243 3941
 SAR: TCASHPES07MXQ0470FRS
 Start Date: 12/1/2023
 End Date: 12/31/2024
 Created By: Sydney Lanthier

Product Number	Product Description	Serial Number	Quantity	Support Package Description	Services Product Description	Support Renewal Price	Line Item Support Start Date	Line Item Support End Date
P07596-821	HPE Remote Tech Support							
	HPE Remote Tech Support							
	HPE D1385 Gen10+ 7302.1P 32G BSFF Svr	MXQ0470FRS	1	HPE Tech Care Basic wDMR SVC	HPE Remote Tech Support	\$0.00	12/1/2023	12/31/2024
	HPE Hardware Tech Support				HPE Remote Tech Support	\$277.57	12/19/2023	12/31/2024
P07596-821	HPE Remote Tech Support							
	HPE Remote Tech Support							
	HPE D1385 Gen10+ 7302.1P 32G BSFF Svr	MXQ0470FRS	1	HPE Tech Care Basic wDMR SVC	HPE Hardware Tech Support	\$0.00	12/1/2023	12/31/2024
	HPE Hardware Tech Support				HPE Hardware Tech Support	\$1,363.36	12/19/2023	12/31/2024
	Subtotal					\$1,640.93		

HUB3AC HPE Tech Care Basic wDMR SVC
 Basic Service Level
 Defective Media Retention
 General Technical Guidance
 Onsite Support
 Replacement Parts
 Technical Support
 Travel Zone 1

End User: City of Franklin
 Address: 9229 W Loomis Rd, FRANKLIN, Wisconsin 53132-9630
 Contact: James Maleski
 Phone: (414) 427-7845

IM Acct Nbr: 40033473
 Reseller: CDW LOGISTICS INC.

This quote expires on: 12/31/2023
 Amp ID: IC06 CITYOFFRA
 Quote Number: 73376319
 Service Agreement ID: 1051 9243 4024
 SAR: TCASHPES07MXQ0470FRP
 Start Date: 12/1/2023
 End Date: 12/31/2024
 Created By: Sydney Lanthier

Product Number	Product Description	Serial Number	Quantity	Support Package Description	Services Product Description	Support Renewal Price	Line Item Support Start Date	Line Item Support End Date
P07596-821	HPE Remote Tech Support							
	HPE Remote Tech Support							
	HPE D1385 Gen10+ 7302.1P 32G BSFF Svr	MXQ0470FRP	1	HPE Tech Care Basic wDMR SVC	HPE Remote Tech Support	\$0.00	12/1/2023	12/31/2024
	HPE Hardware Tech Support				HPE Remote Tech Support	\$291.01	12/1/2023	12/31/2024
	HPE Hardware Tech Support				HPE Remote Tech Support	\$291.01	12/1/2023	12/31/2024
P07596-821	HPE Remote Tech Support							
	HPE Remote Tech Support							
	HPE D1385 Gen10+ 7302.1P 32G BSFF Svr	MXQ0470FRP	1	HPE Tech Care Basic wDMR SVC	HPE Hardware Tech Support	\$0.00	12/1/2023	12/31/2024
	HPE Hardware Tech Support				HPE Hardware Tech Support	\$1,429.32	12/1/2023	12/31/2024
	HPE Hardware Tech Support				HPE Hardware Tech Support	\$1,467.32	12/1/2023	12/31/2024
	Subtotal					\$5,424.67		

HUB3AC HPE Tech Care Basic wDMR SVC
 Basic Service Level
 Defective Media Retention
 General Technical Guidance
 Onsite Support
 Replacement Parts
 Technical Support
 Travel Zone 1

End User: City of Franklin
 Address: 5455 W Loomis Rd, Franklin Wisconsin 53132
 Contact: James Maleski
 Phone: (414) 427-7845

IM Acct Nbr: 40033473
 Reseller: CDW LOGISTICS INC.

This quote expires on: 12/31/2023
 Amp ID: IC06 CITYOFFRA
 Quote Number: 73376320
 Service Agreement ID: 1051 9245 3122
 SAR: TCASHPES07MXQ0470FRU
 Start Date: 12/1/2023
 End Date: 12/31/2024
 Created By: Sydney Lanthier

Product Number	Product Description	Serial Number	Quantity	Support Package Description	Services Product Description	Support Renewal Price	Line Item Support Start Date	Line Item Support End Date
P07596-821	HPE Remote Tech Support							
	HPE Remote Tech Support							
	HPE D1385 Gen10+ 7302.1P 32G BSFF Svr	MXQ0470FRU	1	HPE Tech Care Basic wDMR SVC	HPE Remote Tech Support	\$0.00	12/1/2023	12/31/2024
	HPE Hardware Tech Support				HPE Remote Tech Support	\$291.01	12/1/2023	12/31/2024
	HPE Hardware Tech Support				HPE Remote Tech Support	\$122.56	4/1/2024	12/31/2024
	Subtotal					\$0.00		

P07596 8021
 AK379A
 HPE DL385 Gen10+ 7302 1P 32G 85FF 5yr
 HPE WSL2024 0-Drive Tape Library
 MXD0700FRJ
 MNAZ78Z00K
 1 HPE Tech Care Basic wDMR SVC
 1 HPE Tech Care Basic wDMR SVC
 HPE Hardware Tech Support
 HPE Hardware Tech Support
 Subtotal
 \$1,429.32
 \$507.92
 \$7,350.81

This quote expires on: 12/31/2023
 App ID: C036 CITYOFFRA
 Quote Number: 7237626
 Service Agreement ID: 105119453412
 SAR: TCASMPD507MANN390213
 Start Date: 12/1/2023
 End Date: 12/31/2024
 Created By: Synergy Leubner

End User: City of Franklin
 Address: 9455 W Loomis Rd, Franklin Wisconsin 53132
 Contact: James Maselski
 Phone: (414) 427 7845
 Reseller: CDW LOGISTICS INC.
 IM Acct Nbr: 40033473
 HPE Tech Care Critical wDMR SVC

Critical Service Level
 Defective Media Retention
 General Technical Coverage
 HPE Recommended SW Lic Method
 HPE Recommended SW Lic Method
 License to Use & SW Updates
 Onsite Support
 Replacement Parts
 Technical Support
 Travel Allow 1

Product Number	Product Description	Quantity	Serial Number	Support Package Description	Service Product Description	Support Renewal Price	Line Item Support Start Date	Line Item Support End Date
K2P948	HPE Software Updates SVC	1			HPE Software Updates SVC	\$0.00	12/1/2023	12/31/2024
K2P938R	HPE 3PAR 1.2TB+5W 10K SFF Reman HDD	1	TH072900GB	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$25.22	12/1/2023	12/31/2024
K2P938R	HPE 3PAR 1.2TB+5W 10K SFF Reman HDD	1	6C3704N3VE	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$25.22	12/1/2023	12/31/2024
K2P938R	HPE 3PAR 1.2TB+5W 10K SFF Reman HDD	1	TH072900G3	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$25.22	12/1/2023	12/31/2024
K2P938R	HPE 3PAR 1.2TB+5W 10K SFF Reman HDD	1	THN619N0VL	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$25.22	12/1/2023	12/31/2024
K2P938R	HPE 3PAR 1.2TB+5W 10K SFF Reman HDD	1	TH074102DC	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$25.22	12/1/2023	12/31/2024
K2P938R	HPE 3PAR 1.2TB+5W 10K SFF Reman HDD	1	6C3704N3JD	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$25.22	12/1/2023	12/31/2024
K2P938R	HPE 3PAR 1.2TB+5W 10K SFF Reman HDD	1	THN705N0RO	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$25.22	12/1/2023	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509L2	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509MS	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509L0	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509MK	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509KQ	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509NO	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509N2	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509K1	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509JY	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509JN	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509IR	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509H4	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509JP	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509FD	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509J1	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509FN	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509FW	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509HL	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509GC	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509H2	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509M3	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509C2	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509M2	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509L1	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509CX	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509LQ	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509D9	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509L1	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509D5	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509L7	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509MN	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8000 1.8TB+5W 10K SFF HDD	1	TH013509L9	1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$6.79	9/16/2024	12/31/2024
K2P948	HPE 3PAR 8200 OS Suite Base LTU	24		24 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$113.81	12/1/2023	12/31/2024
K2P948	HPE 3PAR 8200 OS Suite Drive LTU	24		24 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$302.61	12/1/2023	12/31/2024
K2P948	HPE 3PAR 8200 Virtual Copy Base LTU	1		1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$0.00	12/1/2023	12/31/2024
K2P948	HPE 3PAR 8200 Virtual Copy Drive LTU	1		1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$0.00	12/1/2023	12/31/2024
K2P948	HPE 3PAR All-in 5-ys SW Current/E Media	1		1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$0.00	12/1/2023	12/31/2024
K2P948	HPE 3PAR OS Suite Latest E-Media	1		1 HPE Tech Care Critical wDMR SVC	HPE Software Updates SVC	\$0.00	12/1/2023	12/31/2024
K2P948	HPE Storage Return to HW Support	1		1 HPE Storage Return to HW Support	HPE Storage Return to HW Support	\$1,786.79	12/1/2023	12/31/2023
K2P948	HPE SW Updates Return to Support	1		1 HPE SW Updates Return to Support	HPE SW Updates Return to Support	\$1,079.15	12/1/2023	12/31/2023


General Technical Guidance
 HPE Recommended Doc Upd Method
 License to Use & SW Updates
 On-site Support
 On-site Support Parts
 Technical Support
 Travel Zone 1

Contact: James Malinski
 Phone: (414) 427 7645
 IM Act Nbr: 40033473
 Reseller: CDW LOGISTICS INC.

Part No: 005 CITYOFFRA
 Quote Number: 7376329
 Service Agreement ID: 051 9245 3642
 S&R: TCSA/HPD5074MNN630224
 Start Date: 12/1/2024
 End Date: 12/31/2024
 Created By: Sydney.Lambler

Product Number	Product Description	Quantity	Support Package Description	Serial Number	Support Package Description	Support Package Price	Line Item Support Start Date	Line Item Support End Date	Support Life End Date
HPE Software Updates SVC									
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C370AN3XG	HPE Software Updates SVC	\$0.00	12/1/2023	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	TH072900G7	HPE Software Updates SVC	\$25.22	12/1/2023	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	TH072900HR	HPE Software Updates SVC	\$25.22	12/1/2023	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	THN647N21M	HPE Software Updates SVC	\$25.22	12/1/2023	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3633M4Z4	HPE Software Updates SVC	\$25.22	12/1/2023	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	TH072900GZ	HPE Software Updates SVC	\$25.22	12/1/2023	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	TH072900GF	HPE Software Updates SVC	\$11.44	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	TH072900GC	HPE Software Updates SVC	\$11.44	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K0	HPE Software Updates SVC	\$11.44	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K1	HPE Software Updates SVC	\$11.44	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K9	HPE Software Updates SVC	\$11.44	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K6	HPE Software Updates SVC	\$11.44	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K5	HPE Software Updates SVC	\$11.44	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K4	HPE Software Updates SVC	\$11.44	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K3	HPE Software Updates SVC	\$11.44	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K2	HPE Software Updates SVC	\$11.44	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K1	HPE Software Updates SVC	\$11.44	7/4/2024	12/31/2024	
L7845A	HPE 3PAR 8200 OS Suite Base LTU	16	HPE Tech Care Critical wDMR SVC	6C3614N13Z	HPE Software Updates SVC	\$201.74	12/1/2023	12/31/2024	
L7846A	HPE 3PAR 8200 OS Suite Latest E Media	16	HPE Tech Care Critical wDMR SVC	6C3614N13Z	HPE Software Updates SVC	\$201.74	12/1/2023	12/31/2024	
L7857A	HPE 3PAR 8200 Virtual Copy Base LTU	1	HPE Tech Care Critical wDMR SVC	6C3614N13Z	HPE Software Updates SVC	\$0.00	12/1/2023	12/31/2024	
L7858A	HPE 3PAR 8200 Virtual Copy Drive LTU	1	HPE Tech Care Critical wDMR SVC	6C3614N13Z	HPE Software Updates SVC	\$0.00	12/1/2023	12/31/2024	
L7859A	HPE 3PAR 8200 Transition All-in-one SW LTU	1	HPE Tech Care Critical wDMR SVC	6C3614N13Z	HPE Software Updates SVC	\$0.00	12/1/2023	12/31/2024	
L7860A	HPE 3PAR All in S-ys SW Current E Media	1	HPE Tech Care Critical wDMR SVC	6C3614N13Z	HPE Software Updates SVC	\$0.00	12/1/2023	12/31/2024	
L7861A	HPE 3PAR StoreServ Mgmt/Core SW E Media	1	HPE Tech Care Critical wDMR SVC	6C3614N13Z	HPE Software Updates SVC	\$0.00	12/1/2023	12/31/2024	
B06284E	HPE 3PAR OS Suite Latest E Media	1	HPE Tech Care Critical wDMR SVC	6C3614N13Z	HPE Software Updates SVC	\$0.00	12/1/2023	12/31/2024	
B06384E	HPE Storage Return to HW Support	1	HPE Storage Return to HW Support		HPE Storage Return to HW Support	\$1,574.50	12/1/2023	12/31/2023	
HPE SW Updates Return to Support									
HPE Remote Tech Support									
K2Q66AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	MXN692Q214	HPE Remote Tech Support	\$0.00	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3614N13R	HPE Remote Tech Support	\$215.02	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	THP546N4EK	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3614N1V7	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	THP546N4EV	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3614N1JC	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3614N1JD	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3614N1MB	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3614N1HE	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3614N1LW	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3614N1R2	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3614N1SL	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3614N1NW	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3614N1RV	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 8000 1.2TB SAS10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3614N13Z	HPE Remote Tech Support	\$25.22	12/1/2023	12/31/2024	
K2P93AR	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C370AN3XG	HPE Remote Tech Support	\$88.60	12/1/2023	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	TH072900HR	HPE Remote Tech Support	\$88.60	12/1/2023	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	THN647N21M	HPE Remote Tech Support	\$88.60	12/1/2023	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	6C3633M4Z4	HPE Remote Tech Support	\$88.60	12/1/2023	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	TH072900GF	HPE Remote Tech Support	\$88.60	12/1/2023	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	TH072900GZ	HPE Remote Tech Support	\$75.82	12/1/2023	12/31/2024	
K2P938R	HPE 3PAR 1.2TB-SW 10K SFF Reman HDD	1	HPE Tech Care Critical wDMR SVC	MXN692QWV1	HPE Remote Tech Support	\$75.82	12/1/2023	12/31/2024	
E771AR	HPE 3PAR 8000 SFF Flg Int Dvr Reman Encd	1	HPE Tech Care Critical wDMR SVC	MXN692QWV2	HPE Remote Tech Support	\$40.21	7/4/2024	12/31/2024	
E771AR	HPE 3PAR 8000 SFF Flg Int Dvr Reman Encd	1	HPE Tech Care Critical wDMR SVC	MXN692QWV3	HPE Remote Tech Support	\$40.21	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K0	HPE Remote Tech Support	\$40.21	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K9	HPE Remote Tech Support	\$40.21	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K6	HPE Remote Tech Support	\$40.21	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K5	HPE Remote Tech Support	\$40.21	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K4	HPE Remote Tech Support	\$40.21	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K3	HPE Remote Tech Support	\$40.21	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K2	HPE Remote Tech Support	\$40.21	7/4/2024	12/31/2024	
K2P938R	HPE 3PAR 8000 1.2TB-SW 10K SFF HDD	1	HPE Tech Care Critical wDMR SVC	9CP12505K1	HPE Remote Tech Support	\$40.21	7/4/2024	12/31/2024	
L7845A	HPE 3PAR 8200 OS Suite Base LTU	16	HPE Tech Care Critical wDMR SVC	6C3614N13Z	HPE Remote Tech Support	\$1,315.51	12/1/2023	12/31/2024	
L7846A	HPE 3PAR 8200 OS Suite Drive LTU	16	HPE Tech Care Critical wDMR SVC	6C3614N13Z	HPE Remote Tech Support	\$403.48	12/1/2023	12/31/2024	

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/5/2023
Reports and Recommendations	Motion to approve the Director of Health and Human Services to accept the modified Centers for Disease Control Public Health Workforce Development Grant for COVID-19 mitigation and recovery efforts.	ITEM NUMBER G 4

Background: In August 2023, council approved the Franklin Health Department (FHD) Director of Health and Human services to accept the updated Public Health Workforce Grant award. The project period had been extended from an original ending date of June 30, 2023 to an end date of June 30, 2024. Given the timeline of the Wisconsin Department of Health Services grant modification to when contracts were re-sent to Health Departments for signature, the award balance had noted the balance as of Spring 2024, not the current August 2024 available award amount. Therefore, the DHS has requested updated signatures on modified contracts.

The updated contract has been reviewed by the City Attorney and approved for signature pending Council approval.

The sole update is the award amount listed. The total award amount itself did not change, however, the amount carried over into the extended funding period has been modified to correctly reflect the current balance of award accounting for expenditures.

Fiscal Note: The grant funds support COVID-19 mitigation and recovery efforts. The grant allows FHD to continue work on the COVID-19 mitigation and recovery, as well as, to prepare for future public health emergencies.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve the acceptance of the modified Centers for Disease Control Public Health Workforce Development Grant for COVID-19 mitigation and recovery efforts.

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APPROVAL <i>AK</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 5, 2023
Reports and Recommendations	An Ordinance to Amend §169-1, Licenses Required, of the Municipal Code to Amend the Health Department Administration Swimming Pool License and Fees Category for Compliance with the Recently Updated Wisconsin Administrative Code Chapter ATCP 76, Safety, Maintenance, and Operation of Public Pools and Water Attractions, to Increase the Types of Licenses Required and Fees	ITEM NUMBER 65.

Background: Franklin Health Department (FHD) acts as an agent for the State of Wisconsin Department of Agriculture and Consumer Protection (DATCP) to license and inspect all local food, lodging, and public water attraction facilities. Effective September 24, 2023, a revised version of Chapter ATCP 76, Safety, Maintenance, and Operation of Public Pools and Water Attractions, was adopted in the State of Wisconsin. Included in this code revision is an updated fee schedule based on complexity of the operation. Since the City of Franklin adopts ATCP 76 in Chapter 138 of the Municipal Code, this will in turn require the FHD to update the fee schedule in Chapter 169 for licensed pools in the City of Franklin.

Analysis: Based on the previous version of ATCP 76, the Franklin Health Department currently has one category of license fees for pools, listed in Chapter 169 as "Swimming Pool". In the revised ATCP 76, pools are licensed using a modernized three-tier risk and complexity model that acknowledges the risks of the pool operation and associated features. This licensing model also more accurately reflects the time it takes for FHD staff to perform its licensing and inspection responsibilities.

Pool License Fees have not been raised in Franklin since 2018, however with the current code updates and increasing complexity of pool inspections, staff time devoted to these inspections will be increasing.

In addition to the revision of ATCP 76, the required reimbursement FHD pays to DATCP annually will be increasing by 1% each of the next two license years. (2023-24 and 2024-25). Currently FHD reimburses DATCP 10% of the fees DATCP charges their licensed facilities and will be set at 12% by 2025. With the code revision, DATCP also increased their fees and as a result FHD will see increased required reimbursement amounts.

The tables below illustrate the current pool license and pre-inspection fees under the previous structure and the proposed new fees. Fees related to pools not listed below but included in Chapter 169 will remain the same. Those fees not changing include fees for Reinspection (\$155), Late Application (\$100), Duplicate License (\$20) and Operating without a license (\$749)

Current Pool Fees		
Category	License Fee	Pre-Inspection Fee
Public Pool	\$465	\$165

Proposed New Pool Fees		
Category	License Fee	Pre-Inspection Fee
Simple	\$474	\$237
Simple w/ features	\$504	\$252
Moderate	\$521	\$261
Moderate w/ features	\$551	\$276
Complex	\$574	\$287
Complex w/ features	\$604	\$302

ATCP 76.03(34) now defines additional terms for categorizing pools including "Feature" which is defined as:

"Feature" means a pool with a depth greater than 16 feet, a pool with a surface area greater than 20,00 sq. ft. or a physical object permanently installed in a pool that is intended for recreational use including, a pool slide, waterslide, pad walk, basketball hoop, diving board, wave generator, treadmill, vortex pool, climbing wall, current pool, swim-up bar, vanishing edge pool, tethered or nontethered floatable, or a spray feature.

The Simple (0-2 points), Moderate (2-3 points) and Complex (≥ 3.5 points) category designation are determined by evaluation the complexity of the pool basin based on the criteria in ATCP 76.06 Table A below.

Pool License Category Assessment	
Determining Factors for Pool License Category (per Basin)	Point Value
A. Basin	1
B. The pool type is a whirlpool or therapy pool	1
C. Choose the applicable recirculation system	
1. Recirculation system is designated to a single pool basin	1
2. Recirculation system is shared with another pool basin	0.5
D. The basin is greater than 1999 square feet in area	1
e. The pool is defined as a water attraction	1

Financial Impact: Fees collected by FHD staff to operate the licensing and inspection program are used to offset staff time to conduct the services required as DATCP agents. Updates made are based on changes in the DATCP code, increased reimbursement rates, as well as to reflect staff time involved to perform licensing and inspection responsibilities.

Recommendation: The Director of Health and Human Services recommends approval of the ordinance amendment to update Chapter 169, License and Permits per changes to Wisconsin Administrative Rule ATCP 76 and updated Pool License Fee Schedules.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests approval of the ordinance amendment to update Chapter 169, License and Permits associated with the Health Department.

ORDINANCE NO. 2023-_____

AN ORDINANCE TO AMEND §169-1, LICENSES REQUIRED, OF THE MUNICIPAL CODE TO AMEND THE HEALTH DEPARTMENT ADMINISTRATION SWIMMING POOL LICENSE AND FEES CATEGORY FOR COMPLIANCE WITH THE RECENTLY UPDATED WISCONSIN ADMINISTRATIVE CODE CHAPTER ATCP 76, SAFETY, MAINTENANCE, AND OPERATION OF PUBLIC POOLS AND WATER ATTRACTIONS, TO INCREASE THE TYPES OF LICENSES REQUIRED AND FEES THEREFORE

WHEREAS, the Wisconsin Department of Agriculture, Trade and Consumer Protection Wisconsin Administrative Code Chapter ATCP 76 Safety, Maintenance, and Operation of Public Pools and Water was recently amended and included changes to license and use categories and fees for public swimming pools, which the City Health Department as an agent of the State Department must utilize and regulate in compliance with the Wisconsin Administrative Code; and

WHEREAS, §169-1 Licenses required, of the Municipal Code, as to the category therein for Health Department Swimming pool license and fees, needs to be updated to be in compliance with the Wisconsin Administrative Code.

WHEREAS, the Common Council having recognized the requirement for the Municipal Code Swimming pool license and fees to be in compliance with the Wisconsin Administrative Code, and that amendments to the Municipal Code for such purpose will serve the community and protect the public health, safety and welfare.

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

SECTION 1: §169-1, Licenses required, of the Municipal Code of the City of Franklin, Wisconsin, specifically and solely as to the Health Department Swimming pool license and fees category, be and the same is hereby amended to read as follows:

Swimming Pool License and Fees	
Swimming Pool Simple License	\$474.00
Swimming Pool Simple Pre-Inspection	\$237.00
Swimming Pool Simple w/Features License	\$504.00
Swimming Pool Simple w/Features Pre-Inspection	\$252.00
Swimming Pool Moderate License	\$521.00
Swimming Pool Moderate Pre-Inspection	\$261.00

Swimming Pool Moderate w/Features License	\$551.00
Swimming Pool Moderate w/Features Pre-Inspection	\$276.00
Swimming Pool Complex License	\$574.00
Swimming Pool Complex Pre-Inspection	\$287.00
Swimming Pool Complex w/Features License	\$604.00
Swimming Pool Complex w/Features Pre-Inspection	\$302.00
Swimming Pool Reinspection	\$155.00
Swimming Pool Late Application	\$100.00
Swimming Pool Duplicate License	\$20.00
Operating Without a License	\$749.00

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2023, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2023.

APPROVED:


John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE December 5, 2023
Reports and Recommendations	Motion to approve the Director of Health and Human Services to maintain the 2023 increase of Environmental Health Sanitarian from .1 FTE to .4 FTE for the 2024 calendar year, effective January 1, 2024.	ITEM NUMBER <i>G.6.</i>

Background: The Franklin Health Department has been an Agent for the Wisconsin Department of Agriculture, Trade, and Consumer Protection since 2007 conducting the licensing and inspection services for all food, hotel, motel, and public pools within the community. Franklin Health Department Sanitarian staff inspect licensed establishments to ensure compliance and safe practices. With increased economic development and an increase in local events drawing temporary and mobile retailers, the need for sanitarian services continues to increase. In addition to our one full time Registered Sanitarian, we have a .1 FTE staff member dedicating time to inspections. In 2023, council approved the allocation of FHD grant funding to temporarily increase FTEs allocated for this individual from .1 to .4 FTE for the 2023 calendar year to dedicate time to routine inspections and new establishments within Franklin.

Analysis: With continued increases in the number of establishments coming to Franklin, as well as more special events, maintaining this .3 FTE increase in Health Department sanitarian staff time will continue to contribute to ensured food, water, and lodging safety.

Fiscal Impact: This increase of .3 total FTE's would be completely grant funded. The FTE increase equates to approximately \$33,675 for 2024 which will be partially funded with the current Franklin Health Department Workforce Development Grant, with the remainder of funding being allocated from the Health Department American Rescue Plan Coronavirus Fiscal Recovery (ARPA) grant. The Workforce Development grant budget period runs through June 30, 2024, and the ARPA grant budget period runs through December 31, 2024.

Recommendation: The Director of Health and Human Services recommends approval to maintain the 2023 increase of Environmental Health Sanitarian from .1 FTE to .4 FTE for the 2024 calendar year.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve the Director of Health and Human Services to maintain the 2023 increase of Environmental Health Sanitarian from .1 FTE to .4 FTE for the 2024 calendar year, effective January 1, 2024.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">✱</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/05/2023</p>
<p style="text-align: center;">Reports and Recommendations</p>	<p>Motion to approve the Director of Health and Human Services to purchase a Health Department vehicle to replace current 2014 Ford Taurus with Franklin Health Department American Rescue Plan Coronavirus Fiscal Recovery Grant award.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.7.</p>

Background: Franklin Health Department currently possesses a 2014 Ford Taurus. It was recently discovered by the Franklin Department of Public Works that the vehicle has a variety of issues. The vehicle currently has 115,000 miles and was a Franklin Police vehicle at one time. According to the DPW report, its engine has developed a coolant leak that makes the vehicle not usable. The coolant leak is beyond the repair scope of the City Mechanic and would be required to be outsourced for work to be done. Additionally, the rear brake and all four tires need to be replaced due to dry rot and cracking. The rear brakes are low. Given this information received, and the current age and condition of the vehicle, a replacement vehicle is needed for Department services. The 2014 Ford Taurus would be sent to auction by the Franklin Department of Public Works.

Fiscal Note: Funding will be allocated from the Franklin Health Department American Rescue Plan Coronavirus Fiscal Recovery Grant award to cover the cost of a new vehicle for the Franklin Health Department. This vehicle will be critical for serving the Franklin community with use by the Franklin Health Department staff for routine retail food establishment inspections, complaint follow up, following up on referrals and other Health Department needs. This vehicle will aid in the Franklin Health Department to meet and address emergent public health needs, including services addressing health needs of the public that have been exacerbated by the pandemic.

Vehicle Cost: \$40,218

- \$40,218 Franklin Health Department specific American Rescue Plan Coronavirus Fiscal Recovery Grant

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to Motion to approve the Director of Health and Human Services to purchase Department Vehicle.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>K</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;">12/5/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Authorizing the City to Execute an Updated Scope of Work and Budget Augment Contract to the Existing Agreement that Allows for Houseal Lavigne Associates LLC to Perform the Unified Development Ordinance Rewrite Project</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G 8.</p>

BACKGROUND

Birchline and HL developed the attached Unified Development Ordinance (UDO) Updated Scope of Work and Budget Augment Memo for the City’s consideration. The memo is divided into three sections. The additional meetings and project tasks proposed reflect the following options:

1. Zoning Map – Continue as Proposed. This section presents a la carte options for added outreach. Birchline and HL have found that the StoryMap, Social Media Communications Campaigns, Pop-Up Engagement and Immersive Outreach, and additional Open Houses are the most effective outreach additions.
 - a) Draft UDO and Zoning Map Major Changes StoryMap - \$5,825 per StoryMap
 - b) Draft UDO Major Changes Video - \$7,825 per video
 - c) Social Media Communications Campaign - \$1,500 per campaign
 - d) “Pop-Up” Engagement and Immersive Outreach - \$1,000 per outreach collateral package
 - e) Draft UDO Major Changes Focus Group(s) - \$4,650 per first Focus Group and \$3,000 per each additional Focus Group
 - f) Additional Open House(s) - \$1,000 if conducted during the same trip as the scoped Open House and \$3,000 if conducted during a separate trip

2. City Council and Task Force – Consultant to Facilitate Additional Meetings. This section presents a per-meeting cost for further meetings. An anticipated range of needed meetings is included. The consultant believes it would be helpful to meet and further discuss exactly what additional feedback from the Task Force is required so that they can develop a meeting plan that ensures the Birchline and HL are effectively/efficiently engaging the group moving forward.
 - a) City Staff Working Session (including meeting and feedback integration). \$1,500 per working session; 6-10 additional sessions are anticipated as necessary.
 - b) Mayor Briefing (including prep call with staff and meeting with Mayor). \$465 per briefing, one briefing anticipated as necessary.
 - c) Task Force Meeting (including prep call with staff, presentation development, meeting, and feedback integration). \$4,650 per meeting, 3-5 additional meetings anticipated as necessary.

3. Natural Resource Protection Standards and Mitigation Guide. Natural Resource Protection Standards and Mitigation Guide. This section accounts for developing, reviewing, and refining a Natural Resource Protection Standards Mitigation Guide, including additional meetings with City staff, the Natural Resource Committee, and the Task Force.

- a) Preparation of Mitigation Guide (including the development, layout, and refinement of the guide). \$5,000
- b) City Staff Working Sessions (including meetings and feedback integration). \$1,500 per working session; three additional sessions are anticipated as necessary.
- c) Natural Resource Committee Working Session (including prep call with staff, presentation development, meeting, and feedback integration). \$3,650 per meeting; two additional meetings are anticipated as necessary.
- d) Task Force Meeting (including prep call with staff, presentation development, meeting, and feedback integration). \$3,650 per meeting; two additional meetings are anticipated as necessary.

FISCAL NOTE

The original Agreement included a total not-to-exceed budget of \$174,255. This funding came from the following sources: Planning Capital Outlay budget line of \$150,000 for this project, along with \$17,065 from the CORP update budgeted for 2021 but was not able to be used and requested in the 2022 Budget, and \$7,190 from the available contingency line in the Capital Outlay Fund. Due to the nature of the a la carte options at various costs, the overall expense of the Scope of Work and Budget Augment is unknown at this time. City staff looks to the Council for direction based on the options presented, which will make up the total additional expenses.

RECOMMENDATIONS

Council to Authorize Resolution 2023-_____ Authorizing the City to Execute an Updated Scope of Work and Budget Augment Contract to the Existing Agreement that Allows for Houseal Lavigne Associates LLC to Perform the Unified Development Ordinance Rewrite Project and to authorize the City staff to accept options 1, 2, and/or 3 and any combination of their corresponding subsections or to instruct staff to bring this item back to a future council meeting along with the consultants to provide any needed clarification of the updated Scope of Work and Budget Augment.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-_____

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE AN UPDATED SCOPE OF WORK AND BUDGET AUGMENT CONTRACT TO THE EXISTING AGREEMENT THAT ALLOWS FOR HOUSEAL LAVIGNE ASSOCIATES LLC TO PERFORM THE UNIFIED DEVELOPMENT ORDINANCE REWRITE PROJECT

WHEREAS, in 2021, the City of Franklin entered into an agreement for professional services with Houseal Lavigne Associates LLC to perform a Unified Development Ordinance (UDO) rewrite project; and

WHEREAS, in November 2023, Houseal Lavigne Associates LLC provided the City of Franklin with an updated Scope of Work and Budget Augment memo for the City's consideration; and

WHEREAS, this updated Scope of Work and Budget Augment memo is written based on the feedback received by City staff requesting Houseal Lavigne Associates LLC to provide additional meetings and project tasks to bring the UDO rewrite project to completion; and

WHEREAS, the draft UDO and zoning map will continue as proposed, and Houseal Lavigne will provide options to the City to meet the identified needs of the City through additional community outreach efforts, further consultation with the City Council and Task Force to facilitate additional meetings, and provide the City with a Natural Resource Protection Standards and Mitigation Guide; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize the execution of an updated Scope of Work and Budget Augment memo to the existing contract with Houseal Lavigne Associates LLC to bring the UDO rewrite project to completion as proposed.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the professional services contract on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin on the 5th day of December, 2023, by the Director of Administration.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the 5th day of December, 2023.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



MEMORANDUM

188 West Randolph Street
Suite 200
Chicago, Illinois 60601
312 372 1008

360 E 2nd Street,
Suite #800
Los Angeles, CA 90012
213 529 1008

hlplanning.com
info@hlplanning.com

Date: November 13, 2023

SENT VIA EMAIL

To: City of Franklin
Kelly Hersh, Director of Administration
Regulo Martinez-Montilva, Principal Planner
Marion Ecks, Associate Planner

From: Houseal Lavigne Associates
Jackie Berg, AICP, Practice Lead
Ruben Shell, AICP, Planner II

Birchline Planning
Juli Beth Hinds, AICP, Principal

Re: Franklin, WI Unified Development Ordinance

Houseal Lavigne and Birchline Planning (Project Team) are sending this memo to present a scope of work and budget augment for the Franklin Unified Development Ordinance (UDO) project. This memo is written based on the feedback received by City staff on the Project Team's October 13, 2023 memo, as discussed on October 23, 2023. The additional meetings and project tasks proposed reflect the following:

- 1 Zoning Map – Continue as Proposed
- 2 City Council and Task Force – Consultant to Facilitate Additional Meetings
- 3 Natural Resource Protection Standards and Mitigation Guide

1. Zoning Map – Continue as Proposed

To move forward with the zoning map as proposed, the UDO update scope of work and budget is proposed to be augmented to include more robust community outreach before adoption to build community support for the proposed changes and minimize pushback from residents and property owners. Additional outreach efforts and events are presented below and may be selected by the City in an a-la-carte fashion. Associated budget per additional outreach effort/event includes time needed for preparation and integration of feedback received.

1a. Draft UDO and Zoning Map Major Changes StoryMap - \$5,825 per StoryMap

To provide Franklin residents and stakeholders with an easy to digest and understand version of the Draft UDO and Zoning Map, a Major Changes StoryMap will be developed and posted to the project website. The StoryMap will include opportunities to search for parcel specific information and for users to provide feedback on proposed changes. [Click here to view an example](#)

1b. Draft UDO Major Changes Video - \$7,825 per video

This video will highlight key information from the informational brochure (already included in scope of work) and StoryMap (proposed for augment) and include a call-to-action to provide feedback through the open house. It will pair infographics, diagrams and illustrations with voice over and interviews from staff and the task force.

PLANNING

DESIGN

DEVELOPMENT

1c. Social Media Communications Campaign - \$1,500 per campaign

A strategic social media communications campaign will be developed with City staff to ensure the community is aware of and understands the UDO update project and how the proposed changes may or may not impact them. The first leg of the campaign could focus on public education and reintroducing the project, its goals, and process to the community. The next leg of the campaign could focus on major proposed changes and encourage residents to review and provide feedback on related draft UDO sections that will be posted on the City's website. The final leg of the campaign should focus on sharing the informational brochure (already included in scope of work), StoryMap (proposed for augment), and major changes video (proposed for augment), and include a call to action to provide feedback at the upcoming open house.

1d. "Pop-Up" Engagement and Immersive Outreach - \$1,000 per outreach collateral package

To receive feedback from residents who may otherwise not engage in the UDO update process, the Project Team can develop an outreach collateral package that City staff can bring to annual events like Home for the Holidays. The outreach collateral package could include interactive boards, intercept signs, and flyers.

1e. Draft UDO Major Changes Focus Group(s) - \$4,650 per first Focus Group and \$3,000 per each additional Focus Group

At the beginning of the UDO update process, the Project Team facilitated focus groups with key Franklin stakeholders. This step would involve re-engaging these groups to present and receive feedback on major changes proposed in the UDO. The same major changes overview presentation would be given at each focus group and the meetings are proposed to be conducted virtually to ensure efficient use of additional project funds.

1f. Additional Open House(s) - \$1,000 if conducted during same trip as scoped Open House and \$3,000 if conducted during separate trip

The current scope of work includes one public open house for which the Project Team will develop collateral and be present to engage residents, answer questions, and receive feedback on major changes proposed for the UDO. Additional open houses could be hosted in different locations and/or at different times of day to provide more opportunities for engagement.

2. City Council and Task Force – Consultant to Facilitate Additional Meetings

To re-engage and receive necessary feedback from the City Council and Task Force the Project Team will facilitate additional meetings. Additional meetings are proposed to be conducted virtually to maximize participation and ensure efficient use of additional project funds. Proposed additional meetings include those listed below. Associated budget per meeting includes time needed for preparation and integration of feedback received.

- 1 **City Staff Working Session (including meeting and integration of feedback)** \$1,500 per working session, 6-10 additional working sessions anticipated as necessary
- 2 **Mayor Briefing (including prep call with staff and meeting with Mayor)** \$465 per briefing, 1 briefing anticipated as necessary.
- 3 **Task Force Meeting (including prep call with staff, presentation development, meeting, and integration of feedback)** \$4,650 per meeting, 3-5 additional meetings anticipated as necessary

3. Natural Resource Protection Standards and Mitigation Guide

The Project Team has been working with staff to develop new and revised natural resource protection standards. This work will require additional staff and Task Force meetings to finalize the standards and review the proposed changes. One topic that will require input and decision-making is the extent to which Common Council approval is desired for special exceptions, which remains to be worked through. In addition, the City has discussed the benefit of creating a Mitigation Guide, which would contain technical information on natural resource mitigation steps. Birchline Planning can complete a draft Mitigation Guide with staff through this amendment if the City so desires.

- 1 **Preparation of Mitigation Guide (including the development, layout, and refinement of the guide)** \$5,000
- 2 **City Staff Working Sessions (including meeting and integration of feedback)** \$1,500 per working session, 3 additional working sessions anticipated as necessary
- 3 **Natural Resource Committee Working Session (including prep call with staff, presentation development, meeting, and integration of feedback).** \$3,650 per meeting, 2 additional meetings anticipated as necessary
- 4 **Task Force Meeting (including prep call with staff, presentation development, meeting, and integration of feedback)** \$3,650 per meeting, 2 additional meetings anticipated as necessary

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*
TUESDAY, JUNE 1, 2021 AT 6:30 P.M.**

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes of the Regular Common Council Meeting of May 18, 2021.
- D. Hearings.
- E. Organizational Business:

The following Mayoral appointments have been submitted for Council confirmation:

1. Robert Knackert, 9049 S. 83rd St., Ald. Dist. 1 - Civic Celebrations Commission for a 3 year term expiring 06/30/24.
2. John Bergner, 8501 S. Parkland Dr., Ald. Dist. 4 - Civic Celebrations Commission for a 3 year term expiring 06/30/24.
3. Douglas Clark, 8173 S. 100th St., Ald. Dist. 2 - Civic Celebrations Commission for a 3 year term expiring 06/30/24.
4. Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4 - Civic Celebrations Commission for a 3 year term expiring 06/30/24.
5. Edward Holpfer, 8058 S. 77th St., Ald. Dist. 1 - Community Development Authority for a 4 year term expiring 08/30/25.
6. Steve Bobowski, 9012 S. Cordgrass Circle W, Ald. Dist. 6 - Economic Development Commission for a 2 year term expiring 06/30/23.
7. Barbara Wesener, 7479 Carter Circle South, Ald. Dist. 5 - Economic Development Commission for a 2 year term expiring 06/30/23
8. Janice Coenen, 7316 S. 77th St., Ald. Dist. 2 - Parks Commission for a 3 year term expiring 04/30/24.
9. Carol Brunner, 7473 S. Karth Ct., Ald. Dist. 5 - Personnel Committee for a 3 year term expiring 04/30/24.
10. Joel Pesch, 8103 S. Chapel Hill Dr., Ald. Dist. 2 - Personnel Committee for a 3 year term expiring 04/30/24.
11. Patricia Hogan, 8239 W. Drexel Ave., Ald. Dist. 1 - Plan Commission for a 3 year term expiring 04/30/24.
12. Adam Burckhardt, 7541 S. 72nd St., Ald. Dist. 5 - Plan Commission for a 1 year term expiring 04/30/22.
13. Maria Imp, 12131 W. Elmwood Drive, Ald. Dist. 6 - Library Board for a 3 year term expiring 06/30/24.

<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;">June 4 X 2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">REQUEST AUTHORIZATION TO APPROVE AGREEMENT FOR PROFESSIONAL SERVICES WITH HOUSEAL LAVIGNE ASSOCIATES LLC FOR THE UNIFIED DEVELOPMENT ORDINANCE REWRITE PROJECT.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">X G4.</p>

BACKGROUND

At the March 2, 2021 meeting, Council authorized staff to issue a Request for Proposals (RFP) and develop a recommendation for a consultant and contract.

Staff prepared a RFP which was posted at three locations: City of Franklin website, the League of Wisconsin Municipalities website, and the Wisconsin Chapter of the American Planning Association website. Staff formed a UDO Rewrite Proposal Review Committee (Committee) to review the submitted proposals.

Following the initial reviews by Committee members, it was determined that two consultant teams would be requested to make a presentation and have an interview with the Committee. The two teams were Foth/CiviTek Consulting (presentation/interview on May 7th) and Houseal Lavigne/Birchline Planning (presentation/interview on May 11th). The Proposal Review Committee interviewed the two candidates, and recommended the consultant team of Houseal Lavigne/Birchline Planning to the Plan Commission.

PLAN COMMISSION RECOMMENDATION

At their May 20, 2021 meeting, the Plan Commission reviewed the finalists' proposals and considered the Committee recommendation, and selected the consultant team Houseal Lavigne Associates LLC/Birchline Planning LLC as the consultant and recommends the Council approve a contract for professional services.

TERM OF CONTRACT

The Agreement assumes a total term of 22 months from date of the executed Agreement.

FISCAL NOTE

The Agreement includes a total not-to-exceed budget of \$174,255. This funding will come from the following sources: Planning Capital Outlay budget line of \$150,000 for this project, along with \$17,065 from the CORP update budgeted for this year but not able to be used (and will be requested in the 2022 Budget), and \$7,190 from the available contingency line in the Capital Outlay Fund.

COUNCIL ACTION REQUESTED

Staff requests Common Council approval of the "Agreement Between the City of Franklin and Houseal Lavigne Associates LLC" for the professional services contact for the Unified Development Ordinance rewrite.

AGREEMENT FOR PROFESSIONAL SERVICES

Between

The City of Franklin

And

Houseal Lavigne Associates, LLC

This AGREEMENT, made and entered into this ____ day of June, 2021, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and HOUSEAL LAVIGNE ASSOCIATES, LLC, (hereinafter "CONSULTANT"), whose principal place of business is 188 West Randolph Street, Suite 200, Chicago IL, 60601.

WITNESSETH

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

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONSULTANT to provide technical and professional assistance in connection with the preparation of the *Unified Development Ordinance Rewrite* (hereinafter referred to as the "PROJECT") and the CONSULTANT has signified its willingness to furnish technical and professional service to the CITY; and

WHEREAS, the CONSULTANT is qualified to do business in Wisconsin; and

WHEREAS, the CITY and CONSULTANT wish to enter into this AGREEMENT to specify the duties and obligations of the Parties for the Services described herein; and

WHEREAS, the CONSULTANT is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state and local laws and ordinances applicable to this AGREEMENT;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. **Scope of Services.** The CONSULTANT agrees to provide services to CITY as described in the *Scope of Services*, Attachment A, Section 2, a copy of which is attached hereto and incorporated in this AGREEMENT. All documents, work papers, maps, and study materials produced by the CONSULTANT in the performance of these services become the property of the CITY during and upon completion of the services to be performed under this AGREEMENT

- B. **Services to be Provided by the CITY.** All existing information, data, reports, and records which are useful for carrying out the work on this PROJECT and which are owned or controlled by the CITY shall be furnished to the CONSULTANT in a timely manner. The completion of the services to be performed by the CONSULTANT under this AGREEMENT is contingent upon the receipt from the CITY, at no cost to the CONSULTANT, the data and reports and other material as described in Attachment A, Section 1, in a timely manner. If, by reason of any fault of CITY, the information, data, reports and records to be provided by the CITY are not made available to the CONSULTANT in a timely manner, the CONSULTANT may, at its option, stop work on the PROJECT until such materials are provided.
- C. **Meetings and CONSULTANT visits.** The CONSULTANT will attend meetings as specifically identified in the *Scope of Services*, Attachment A, Section 2. A "meeting" within the body of this AGREEMENT shall mean a gathering requiring the attendance of the CONSULTANT or CONSULTANT's staff, including workshops, formal presentations, interviews, meetings with CITY staff, public meetings and workshops, and public hearings. Public meetings shall be scheduled at least seven (7) to fifteen (15) days in advance, and public hearings shall be scheduled with sufficient advance notice to comply with state and local notice requirements. Attendance at "additional" meetings, meetings not identified in Attachment A, Section 2, *Scope of Services*, will be subject to the provisions of Article M (Extra Work) of this AGREEMENT. The CONSULTANT may conduct "site visits" to gather information, data, and perform field reconnaissance. These "site visits" shall not be counted as meetings under this AGREEMENT. When conducting "site visits" or in the community attending scheduled meetings, the CONSULTANT may informally meet with CITY staff to review and discuss aspects of the PROJECT. These informal CITY meetings with staff shall not be counted as meetings under this agreement. Throughout the PROJECT the CONSULTANT may conduct phone calls or teleconferences with CITY staff on an as needed basis, to maintain open communication and discuss certain aspects of the PROJECT. These phone calls and teleconferences with CITY staff shall not be counted as meetings under this AGREEMENT.
- D. **Deliverables.** CONSULTANT agrees to provide products to the CITY as identified in Attachment A, Sections 2, *Scope of Services*. The CONSULTANT shall provide all deliverables at least five (5) days in advance of all public meetings. All deliverables become the property of the CITY, including all hard copies and electronic (PDF format) file copies.
- E. **Extra Work.** If requested and agreed to in writing by the CITY and CONSULTANT, the CONSULTANT will be available to furnish, or obtain from others, Extra Work of the following types:
- 1 Extra work or extended services due to changes in the general scope or timing of the PROJECT, including, but not limited to; changes in size, complexity or character of the work items, acceleration of the work schedule involving services beyond normal working hours, non-delivery of any materials, data, or other information to be furnished by the CITY not within the reasonable control of the CONSULTANT.
 - 2 Additional or extended services, including PROJECT administration due to the prolongation of the period of delivery of services specified in this AGREEMENT time through no fault of the CONSULTANT
 - 3 Attendance at additional meetings beyond those made part of the AGREEMENT.

4. **Other additional services requested and agreed to by the CITY and CONSULTANT, which are not otherwise provided for under this AGREEMENT.**

The compensation and schedule for completing Extra Work authorized by the CITY shall be subject to negotiation between the CITY and the CONSULTANT in accordance with the provision of Article I E of this AGREEMENT. However, the hourly rate in effect at the time of any change authorizing Extra Work will continue to be in effect for such Extra Work.

- F. The CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subcontractors to (if allowed for herein), the CONSULTANT and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONSULTANT as employer. The CITY understands that express AGREEMENTS may exist between the CONSULTANT and its employees regarding extra work, competition, and nondisclosure.

II. FEES AND PAYMENTS

- A. **CONSULTANT's Compensation.** The CITY agrees to pay for CONSULTANT on a time and materials basis, on the basis of the CONSULTANT's hourly rates as stated under Subsection B., below, and Attachment A, Section 3 for the staff time devoted to the PROJECT, and for directly related project expenses. The maximum cost for CONSULTANT services under this AGREEMENT is \$174,255, including directly related job expenses
- B. **Directly Related Job Expenses Defined.** Directly related job expenses include, but are not limited to, travel, printing, graphic reproduction, mailing, the purchase of additional maps, plans and reports and other out-of-pocket expenses that are related to carrying out services under this AGREEMENT. Any reimbursable expenses that are not enumerated above must be identified by the CONSULTANT and approved by the CITY in writing.
- C. **Hourly Rates.** Hourly rates in effect for purposes of this AGREEMENT are provided in Attachment A, Section 3
- D. **Method of Payment.** The CONSULTANT will submit invoices to the CITY and be paid for all work satisfactorily completed hereunder and all directly related job expenses incurred on the PROJECT during the billing period. The CONSULTANT will submit monthly invoices with appropriate supporting documentation. To substantiate the invoice, appropriate supporting documentation shall include, without limitation due to reference herein, the following days and hours worked, individual performing the work, and the general purpose, nature, or type of the work performed (as appropriate). The CITY agrees to pay the CONSULTANT's invoice, if undisputed, within 30 days of invoice date for all approved work
- E. Should the CITY find deficiencies in work performed or reported, it will notify the CONSULTANT in writing within thirty (30) days of receipt of invoice and related report, and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONSULTANT

and the CITY's representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONSULTANT.
- B. The CITY may, in writing, request changes in Attachment A, *Scope of Services*, required to be performed by the CONSULTANT, which may continue to be on a time and material basis or may, by mutual agreement, be on a fixed-fee, not-to-exceed fee, or other such basis. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon, shall be incorporated in written amendments to this AGREEMENT.
- C. If requested and agreed to in writing by the CITY and CONSULTANT, the CONSULTANT will be available to furnish, or obtain from others, Extra Work of the following types:
 - a. Extra work or extended services due to changes in the general scope or timing of the PROJECT, including, but not limited to; changes in size, complexity or character of the work items; acceleration of the work schedule involving services beyond normal working hours, non-delivery of any materials, data, or other information to be furnished by the CITY not within the reasonable control of the CONSULTANT.
 - b. Additional or extended services, including PROJECT administration due to the prolongation of the period of delivery of services specified in this AGREEMENT time through no fault of the CONSULTANT.
 - c. Attendance at additional meetings beyond those made part of the AGREEMENT.
 - d. Other additional services requested and agreed to by the CITY and CONSULTANT, which are not otherwise provided for under this AGREEMENT.

The compensation and schedule for completing Extra Work authorized by the CITY shall be subject to negotiation between the CITY and the CONSULTANT in accordance with the provision of Article III B of this AGREEMENT. However, the hourly rate in effect at the time of any change authorizing Extra Work will continue to be in effect for such Extra Work.

- D. Any claim by the CONSULTANT for an adjustment hereunder that applies the basis for any cost changes must be in accordance with an amendment to the AGREEMENT that is executed prior to such claim

IV. ASSISTANCE AND CONTROL

- A. Planning Manager Heath Eddy will serve as CITY's Lead Staff and be responsible for communication within the CITY's organization as related to all issued originating under this AGREEMENT and will monitor, evaluate and coordinate the work of the CONSULTANT
- B. The CITY will timely provide the CONSULTANT with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.

- C. The CONSULTANT will appoint, subject to the approval by the CITY, John Houseal, as the CONSULTANT's representative to the CITY, and may appoint other key providers of the Scope of Services. Substitution of other staff may occur only with the consent of the CITY.

V. TERMINATION

- A. This AGREEMENT may be terminated by the CITY, for its convenience, for any reason, by written prior notice to the CONSULTANT at least **five (5) business days** before the specified effective date of such termination. This AGREEMENT may be terminated by the CONSULTANT upon written prior notice to the CITY at least **five (5) business days** prior to the effective date of such termination. Upon such termination by the CITY, the CONSULTANT shall be entitled to payment of such amount as shall fairly compensate the CONSULTANT for all approved and performed work up to the date of termination and from the last work-dates invoiced, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONSULTANT shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to the *Scope of Services*, Attachment A, that the CONSULTANT may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The right and remedies of the CITY and the CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in the CONSULTANT's original proposal) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY.

VI. INSURANCE

The CONSULTANT shall procure and maintain for the duration of this AGREEMENT, and for three (3) years thereafter insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

- A. **Minimum Limits of Insurance.** The CONSULTANT shall maintain the minimum limits set forth below

General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate
Automobile Liability	\$1,000,000 per accident or bodily injury and property damage

Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$2,000,000 per occurrence for bodily injury, personal injury and property damage \$2,000,000 minimum aggregate per person, per aggregate
Worker's Compensation and Employers' Liability	\$1,000,000 single limit \$500,000 per accident
Errors and Omissions (Professional Liability)	\$2,000,000 single limit

- B Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automobile Liability Coverages

- i. The CITY, its officials, employees and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the CONSULTANT; or automobiles owned, lease, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees, and volunteers.
- ii. The CONSULTANT's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the CITY, its officials, agents, employees, and volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, agents, employees, and volunteers.
- iv. The CONSULTANT's insurance shall contain a severability of interests clause or language stating that the CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

All Coverages Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- D. Acceptability of Insurers.** The insurance carrier used by the CONSULTANT shall have a minimum insurance rating of AVII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Wisconsin

- E. **Verification of Coverage.** The CONSULTANT shall furnish the CITY with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the CITY before any work commences. The CITY reserves the right to request full, certified copies of the insurance policies
- F. **Cancellation of Coverage.** If said policies are thereafter canceled, permitted to expire, or changed, the CONSULTANT shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY's acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONSULTANT, nor the CONSULTANT's authorized or unauthorized subcontractors, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the City nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- B. The CONSULTANT warrants each of the following:
1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason
 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONSULTANT
- C. The CONSULTANT shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said CONSULTANT, or the agents, employees or workmen of said CONSULTANT in any respect whatsoever.

VIII. TIME FOR COMPLETION

- A. **Time of Performance.** The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this AGREEMENT, and shall, absent causes beyond the reasonable control of the CONSULTANT, be completed within twenty-two (22) months of

delivery of said executed AGREEMENT. The completion of services by the CONSULTANT shall be, among other things, contingent upon the timely receipt of the services, data, and other reports described in Attachment A, *Scope of Services* and upon the timely conduct by the CITY of meetings and decisions required for its purposes in the execution of Attachment A. For the purpose of this AGREEMENT, timely shall mean that decisions and choices be made within ten (10) working days for CITY staff review of CONSULTANT submittals, services, data, and reports as are delivered to the CITY's representative; and fifteen (15) calendar days for such decisions and choices to be made by the CITY Common Council. If the CITY requests that CONSULTANT perform Extra Work as defined in Article M such as is not now included in Attachment A, the CONSULTANT, if agreed to by the CITY, may suspend work on the PROJECT or a portion of the PROJECT, and may extend the period of time allotted to perform the services identified in Attachment A under this AGREEMENT, to a mutually agreed upon period of time necessary to compensate for Extra Work. Where the CITY and CONSULTANT mutually agree to extend the period of time to perform services under this AGREEMENT, the hourly rates may not be increased beyond those set forth in Section II C of this AGREEMENT, provided that the cause or reasons of such extension(s) are not the fault of the CLIENT

- B **Excusable Delays.** The CONSULTANT shall not be in breach of this AGREEMENT by reason of any failure in performance of this AGREEMENT in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, strikes, and unusually severe weather, but in every case, so long as the failure to perform is beyond the reasonable control and without the fault or negligence of the CONSULTANT, the CONSULTANT shall not be deemed to be in breach of this AGREEMENT.

IX. DISPUTES

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

X. RECORDS RETENTION

Unless otherwise required herein, the CONSULTANT shall maintain all records pertaining to this AGREEMENT during the terms of this AGREEMENT and for a period of three (3) years following its completion. Such records shall be made available by the CONSULTANT to the CITY for inspection and copying upon request

XI. MISCELLANEOUS PROVISIONS

- A **Professionalism.** The CONSULTANT stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses, and permissions as may be required by law

- B. **Pursuant to Law.** Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONSULTANT under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County, or Local.

- C. **Conflict of Interest.** The CONSULTANT 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. The CONSULTANT warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a CITY review and written approval is required for the CONSULTANT to continue to perform work under this AGREEMENT. Additionally, the CONSULTANT shall not take any action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

- D. **Equal Employment Opportunity.** The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard for their race, religion, color, sex, or national origin or any other protected class. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation, and selection for training including apprenticeship.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY:

CITY OF FRANKLIN, WISCONSIN

CONSULTANT:

HOUSEAL LAVIGNE ASSOCIATES, LLC

BY: _____

PRINT NAME: Stephen R. Olson
TITLE: Mayor

Date: _____

BY: _____

PRINT NAME: John A. Houseal, FAICP
TITLE: Principal

Date: _____

BY: _____

PRINT NAME: Paul Rotzenberg
TITLE: Director of Finance and Treasurer

Date: _____

BY: _____

PRINT NAME: Sandra L. Wesolowski
TITLE: City Clerk

Date: _____

Approved as to form

Jesse A. Wesolowski, City Attorney

Date: _____

ATTACHMENT A

SCOPE OF SERVICES and HOURLY RATES

This section describes the **Scope of Services** for preparing the **Unified Development Ordinance Rewrite** for the **City of Franklin, Wisconsin**

Section 1:

CITY ASSISTANCE TO THE CONSULTANT

Whereas the **scope of services will be undertaken by the CONSULTANT, it is understood** and agreed that the **CITY will provide the following assistance to the CONSULTANT:**

1. The **CITY, with the CONSULTANT's assistance, will schedule and arrange and provide notices for all meetings and workshops including contacting agencies, individuals and citizens to be invited to meetings.**
2. The **CITY, with the CONSULTANT's assistance, will collect and compile previously prepared and available reports, projects, studies, maps and other data owned or in control of the CITY and that might be useful for the project**
3. The **CITY will provide to the CONSULTANT an up-to-date base map (electronic and hard copy) for the City, including GIS files and information**

Section 2:

SCOPE OF SERVICES

Step 1: Project Kick Off

To kick off the UDO Rewrite process, we will conduct meetings, workshops, and interviews with key City staff, elected and appointed officials, and the Reviewing Committee/Task Force to discuss the process of rewriting the UDO and to gather information on the vision that the Reviewing Committee/Task Force, elected and appointed officials, as well as City staff, have for the outcome of the project.

- 1a. Staff Coordination Call
- 1b. Staff Kick Off Meeting and City Tour
- 1c. Department Heads Meeting
- 1d. Elected and Appointed Officials Roundtable Workshop
- 1e. Reviewing Committee/Task Force Workshop

Step 2: Public Engagement

Anticipating high levels of participation from an active and engaged community, our proposed outreach process for the UDO Rewrite includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation possible.

Our responsive approach allows us to be flexible and to maximize the effectiveness of resources spent. If face-to-face engagement is not feasible or desirable at a particular point in the process, we will work with City staff to reallocate time and resources and identify the best online engagement tools and web meeting formats to supplement outreach efforts. We are confident that the suite of online engagement tools we can provide will allow us to obtain the community input required to provide Franklin with the Land development regulations it needs.

At the onset of the project, we will design and host an interactive project website that is linked to the City's existing website. We are committed to using the internet to maximize participation and communication between the City and its community members. An interactive project website provides a home base for information regarding the UDO Rewrite and will be used to post project schedules and meeting dates, display graphics, maps, and draft documents; address frequently asked questions; host map social; and provide an online questionnaire.

map social is a web-based community issues mapping tool. Developed by Housecall Lavigne, this tool allows users to identify, map, and comment on geographic areas of concern and valued community amenities. map social simplifies the mapping process and familiarizes users with all areas of the community in a manner that is intuitive, interactive, and effective.

- 2a. Interactive Project Website (deliverable #1)
- 2b. Online Questionnaire (deliverable #1)
- 2c. map social (deliverable #1)
- 2d. UDO Rewrite Public Workshop
- 2e. Community Stakeholder Interviews (up to 10)

Step 3: Current UDO Diagnosis and Preliminary Recommendations

This step begins with a thorough review of the City's Comprehensive Master Plan, to identify Plan goals, objectives, and implementation strategies that will guide the rewrite of the UDO. This process is both a review of what is on paper, and a review of input from staff, Plan Commission, City Council, and applicants gathered in Step 1.

Next, the City's current UDO will be assessed to determine the strengths and weaknesses of the existing regulations as a baseline for preparing the rewrite. The assessment will entail a detailed chapter-by-chapter, section-by-section review, highlighting areas where the existing regulations, standards, procedures, processes, and other requirements are problematic, in light of changes to Wisconsin law, the City's recent experience with different development projects, and national best practices. Our review approach also focuses on ways to effectively accommodate property investment while safeguarding and ensuring community character, environmental goals, and sense of place.

The City's recent history of development proposals and applications for zoning relief will also be reviewed to identify "pain points" in bringing forward development. We will be especially focused on working with staff and the Plan Commission to understand the City's experience implementing the Overlay District design standards in Division 15-3.0350, and the Natural Resource Protection Standards in Division 15-4.0100. Franklin has long been distinguished by its commitment to balancing a high-quality living environment and natural environment through application of its development standards. The Natural Resource Protection Standards in Division 15-4.0100 are among the more stringent in the Root River watershed, requiring both resource identification and mitigation using a somewhat complex set of formulas and criteria that can be challenging to assess, and to administer consistently. We will work with the City to consider options such as enhanced but more universally applicable landscape and mature tree protection standards, clarifying the information required for plan approval to make submittals more efficient (i.e., consolidating landscaping, natural resource, and stormwater management information); or considering uniform setbacks for streams, floodplains, wetlands, and buffers. It will also be very important at this stage and for the GIS analysis described below to ensure that the team has the most up to date information on floodplain and floodway mapping from the Southeastern Wisconsin Regional Planning Commission.

Next, ArcGIS Pro, ArcGIS Urban, CityEngine, and other tools will be used to conduct a conformity analysis to test existing development conditions against the bulk and use standards of the current UDO. This level of analysis is important, not only to determine if existing development is consistent with the existing UDO, but to fully understand the impact of new regulations on existing development, so as not to inadvertently create an excessive amount of legal non-conforming structures. The rewritten UDO will need to not only appropriately guide and regulate new development going forward but must also work with the existing building stock and development pattern in established and historic areas of the City.

ArcGIS Pro and ArcGIS Urban will also be used to assess any areas of misalignment between the City's future land use map, included in the City's Comprehensive Master Plan, and the existing zoning map. This analysis will identify areas where the place types assigned to an area in the future land use map is not supported by that area's zoning district designation.

Finally, these findings will be packaged into a **Current UDO Diagnosis and Preliminary Recommendations Memo**. The **Current UDO Diagnosis** will describe the issues with current regulations based on **City feedback, community outreach, and our expertise and analysis**. The **Preliminary Recommendations Memo** will include an overall organization of the rewritten UDO as well as identify strategies for how to proceed, what to prioritize, and case studies and best practice approaches to be considered in order to resolve the identified issues.

- 3a. Comprehensive Master Plan Review
- 3b. Review and Assessment of Current Land Development Regulations
- 3c. Review and Assessment of Recent Development Proposals
- 3d. Regulations Testing
- 3e. Future Land Use Map and Zoning Map Alignment Analysis
- 3f. Best Practices Research
- 3g. Current UDO Diagnosis and Preliminary Recommendations Memo (deliverable #2)
- 3h. Staff Working Call
- 3i. Reviewing Committee/Task Force Workshop

Step 4: Draft UDO Sections and Review Meetings

This step includes the development of draft UDO language based on the feedback received from City staff and the Reviewing Committee/Task Force on the Current UDO Diagnosis and Preliminary Recommendations Memo created as a part of Step 3. Step 4a will involve revisions to district purpose and intent statements to align with the City's Comprehensive Plan as well as any map updates desired by the City based on the zoning map analysis conducted as a part of Step 3. Step 4b and 4c will include updates to base and overlay district standards to ensure that any uses that are missing, unclear, or need to be improved are identified. Bulk and dimensional standards will also be revised during this step based on the results of the conformities analysis conducted as a part of Step 3. Step 4d will include supplemental use regulations that incorporate design principles relevant to specific uses. Step 4e will include concise, understandable standards and regulations for development throughout the City including, landscape standards, parking standards, and fence standards, amongst others. Steps 4h and 4i will streamline all review and approval processes. Step 4j will involve updates to the City's subdivision regulations including standards and review procedures as well as any updates to construction and engineering specifications identified by the City's Engineering and Public Works Department. Step 4k will include a thorough update to all definitions to ensure that unnecessary definitions are eliminated, outdated definitions are clarified, and new definitions are added, as necessary.

Draft Sections will be delivered to staff iteratively in order to gain feedback and refine revisions before the full draft is developed as a part of the next step. Graphics, diagrams, illustrations, and other visualizations will be developed after staff review to support and clearly communicate proposed revisions. The draft UDO sections will then be brought to the Reviewing Committee/Task Force for review and refinement.

- 4a. Establishment of Districts (deliverable #3)
- 4b. Base District Specific Standards (deliverable #3)
- 4c. Overlay District Specific Standards (deliverable #3)

- 4d. Use Specific Standards (deliverable #3)
- 4e. Staff Working Session
- 4f. Reviewing Committee/Task Force Workshop
- 4g. Development Standards (deliverable #4)
- 4h. Sign Standards (deliverable #4)
- 4i. Staff Working Session
- 4j. Reviewing Committee/Task Force Workshop
- 4k. Planned Unit Development Standards (deliverable #5)
- 4l. Administration and Enforcement Standards (deliverable #5)
- 4m. Subdivision Standards (deliverable #5)
- 4n. Definitions (deliverable #5)
- 4o. Staff Working Session
- 4p. Reviewing Committee/Task Force Workshop

Step 5: Draft and Final UDO

This step will include the compilation of the draft Sections into a draft UDO document for local consideration and discussion. The draft document will be reviewed by City staff prior to being brought to the Reviewing Committee/Task Force and elected and appointed officials. A UDO Rewrite Informational Brochure will also be developed to help inform and educate the Franklin community about proposed updates. The proposed updates will also be presented to the public at an open house. Feedback received on the draft document will be incorporated and the final draft will then be sent to the City Attorney for final legal review.

- 5a. Prepare Draft UDO (deliverable #6)
- 5b. Staff Working Sessions (up to 3)
- 5c. UDO Rewrite Informational Brochure (deliverable #7)
- 5d. Reviewing Committee/Task Force Workshop
- 5e. Elected and Appointed Officials Workshop
- 5f. Public Open House
- 5g. Prepare Final UDO (deliverable #8)
- 5h. Final UDO legal review (by City Attorney)

Step 6: UDO Adoption

During Step 6, the final UDO will be presented to the Plan Commission and Common Council for the formal public hearing process and, ultimately, the adoption of the rewritten UDO.

- 6a. Final UDO Public Hearing
- 6b. Final UDO Adoption



Section 3:
BUDGET & HOURLY RATES

Budget

Houseal Lavigne proposes a not to exceed amount of **\$174,255**, including directly related job expenses

Houseal Lavigne Hourly Rates

Principal	\$230-250
Senior Project Manager	\$180
Project Manager	\$145
Planner II	\$130
Planner I	\$110
Clerical/Technical	\$85

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE Dec. 5, 2023
Reports & Recommendations	A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Public Recreational Trail, Storm Drainage, Storm Water Management Access, and Water Main at 12000 W. Loomis Road (TKNs 891-9016-000 through 891-9040-000)	ITEM NO. Ald. Dist. 6 

BACKGROUND

Pursuant to the approval of the Woodfield Trail Condominium Development (Developer – Loomis and Ryan, INC.), easements are required to construct, maintain, and operate a public recreational trail, storm drainage, and water main facilities. It is necessary to install these easements on property located at 12000 W. Loomis Road, tax key numbers 891-9016-000 through 891-9040-000.

Additionally, the City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural resources (WDNR) require storm water management facilities for any developments which meet thresholds as defined in their individual ordinances and rules. These facilities as designed may be for quantity and/or quality control. In the City of Franklin these are typically wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As a MMSD customer and designated by the WDNR as a Municipal Separate Storm Sewer System, the City’s Ordinance is written to not only include City quantity requirements, but also MMSD quantity requirements, and WDNR quantity and quality requirements. The facilities within private developments are involved in those credits. Therefore, ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, a subdivision homeowners association, or a condominium association to maintain the storm water facilities in perpetuity per a prescribed maintenance agreement. The access easement allows for the City the right of entry in and across the easement area to access the storm water management facilities, and, if needed to inspect, maintain, or repair the facilities.

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said agreement and easements, and have them recorded with the Register of Deeds for Milwaukee County.

FISCAL NOTE

None

RECOMMENDATION

Motion to adopt Resolution No. 2023 - _____, a resolution for acceptance of a storm water facilities maintenance agreement and easements for public recreational trail, storm drainage, storm water management access, and water main at 12000 W. Loomis Road (TKNs 891-9016-000 through 891-9040-000).

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES
MAINTENANCE AGREEMENT AND EASEMENTS FOR PUBLIC RECREATIONAL
TRAIL, STORM DRAINAGE, STORM WATER MANAGEMENT ACCESS, AND
WATER MAIN AT 12000 WEST LOOMIS ROAD
(TKNS 891-9016-000 THROUGH 891-9040-000)

WHEREAS, pursuant to the approval of the Woodfield Trail Condominium Development (Developer – Bear Development), easements are required to construct, maintain and operate a public recreational trail, storm drainage, storm water management access easement and water main facilities on properties located at 12000 West Loomis Road, tax key numbers 891-9016-000 through 891-9040-000; and

WHEREAS, it is necessary to install said easements on said properties; and

WHEREAS, storm water facilities are required to meet quantity and quality standards;
and

WHEREAS, a maintenance agreement is developed and executed to ensure effective maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, an access easement is necessary to allow the City right of entry in and across the easement area to access the storm water management facilities.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept said agreement and easements, and, therefore the Mayor and City Clerk are hereby authorized and directed to execute the agreement and easements, accepting them on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said agreement and easements with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2023, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2023.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

**STORM WATER FACILITIES
MAINTENANCE AGREEMENT**

**WOODFIELD TRAIL CONDOMINIUMS
12000 WEST RYAN ROAD**

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Loomis and Ryan, Inc., hereinafter called the “Owner”, and the City of Franklin, hereinafter called the “City”.

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

Units 1 through 26, Woodfield Trail, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a “Declaration of Condominium for Woodfield Trail”, dated the 14th day of September, 2023 and recorded the 19th day of September, 2023 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No 11367971; and any amendments thereto, and by a Condominium Plat therefor,

Together with all appurtenant rights, title and interests, including (without limitation)

- a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration:
- b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and
- c) membership in the Woodfield Trail Condominium Association, Inc (hereafter the “Owner’s Association”), Wisconsin Corporation, as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner’s Association.

Said land being in the City of Franklin, Milwaukee County, Wisconsin.

Unit	Tax Key Number
1	891-9016-000
2	891-9017-000
3	891-9018-000
4	891-9019-000
5	891-9020-000
6	891-9021-000
7	891-9022-000
8	891-9023-000
9	891-9024-000
10	891-9025-000
11	891-9026-000
12	891-9027-000
13	891-9028-000
14	891-9029-000
15	891-9030-000
16	891-9031-000
17	891-9032-000
18	891-9033-000
19	891-9034-000

- 20 891-9035-000
- 21 891-9036-000
- 22 891-9037-000
- 23 891-9038-000
- 24 891-9039-000
- 25 891-9040-000
- 26 891-9041-000

Hereinafter called the “Property”.

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan known as Woodfield Trail Condominiums hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit “B” and more particularly described on Exhibit “C”; and

WHEREAS, the City and the Owner, its successors and assigns (“successors and assigns” meaning to include any homeowners’ or condominium association and all owners of the property or any portion thereof), including any homeowners or condominium association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated 10/17/2022 and erosion control plan dated 9/25/2023 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit “A” and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to

citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.

4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.

9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written

SEALED IN PRESENCE OF _____, Owner

By: _____
Name:

STATE OF WISCONSIN)ss
_____ COUNTY)

Personally came before me this _____ day of _____, 20____, the above named _____, Inc, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated

Notary Public, _____ County, WI
(_____)
My commission expires: _____

CITY OF FRANKLIN

By: _____ (Seal)
Name: John R. Nelson
Title: Mayor

COUNTERSIGNED

By: _____ (Seal)
Name: Karen L. Kastenson
Title: City Clerk

STATE OF WISCONSIN)ss
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named John R. Nelson, Mayor and Karen L. Kastenson, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No _____, adopted by its Common Council on this _____ day of _____, 20____.

Notary Public, Milwaukee County, WI
(_____)
My commission expires _____

This instrument was drafted by the City Engineer for the City of Franklin
Form approved: _____
Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT
STORMWATER MANAGEMENT PONDS
City of Franklin**

Name of Development _____

Responsible Party Name _____ Address _____

Telephone No _____ Fax No. _____ E-mail _____

Inspector Name _____ Address _____

Telephone No _____ Fax No. _____ E-mail _____

Basin Location General Address _____ Section No. _____

Normal Pool Yes No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1 Embankment and Emergency spillway			
1 Vegetation and ground cover adequate			
2 Embankment erosion			
3. Animal burrows			
4 Unauthorized plantings			
5 Cracking, bulging, or sliding of dam			
1 Upstream face			
2 Downstream face			
3 At or beyond toe			
Upstream			
Downstream			
4 Emergency spillway			
6 Pond, toe & chimney drains functioning			
7 Seeps/leaks on downstream face			
8 Slope protection or riprap failures			
9 Emergency spillway clear of debris			
10 Other (specify)			
2 Riser and principal spillway			
Type Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1 Low flow orifice obstructed			
2 Primary outlet structure			
1 Debris removal necessary			
2 Corrosion control			
3 Trash rack maintenance			
1 Debris removal necessary			
2 Corrosion control			
3 Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

EXHIBIT "B"
 Depiction of Facilities

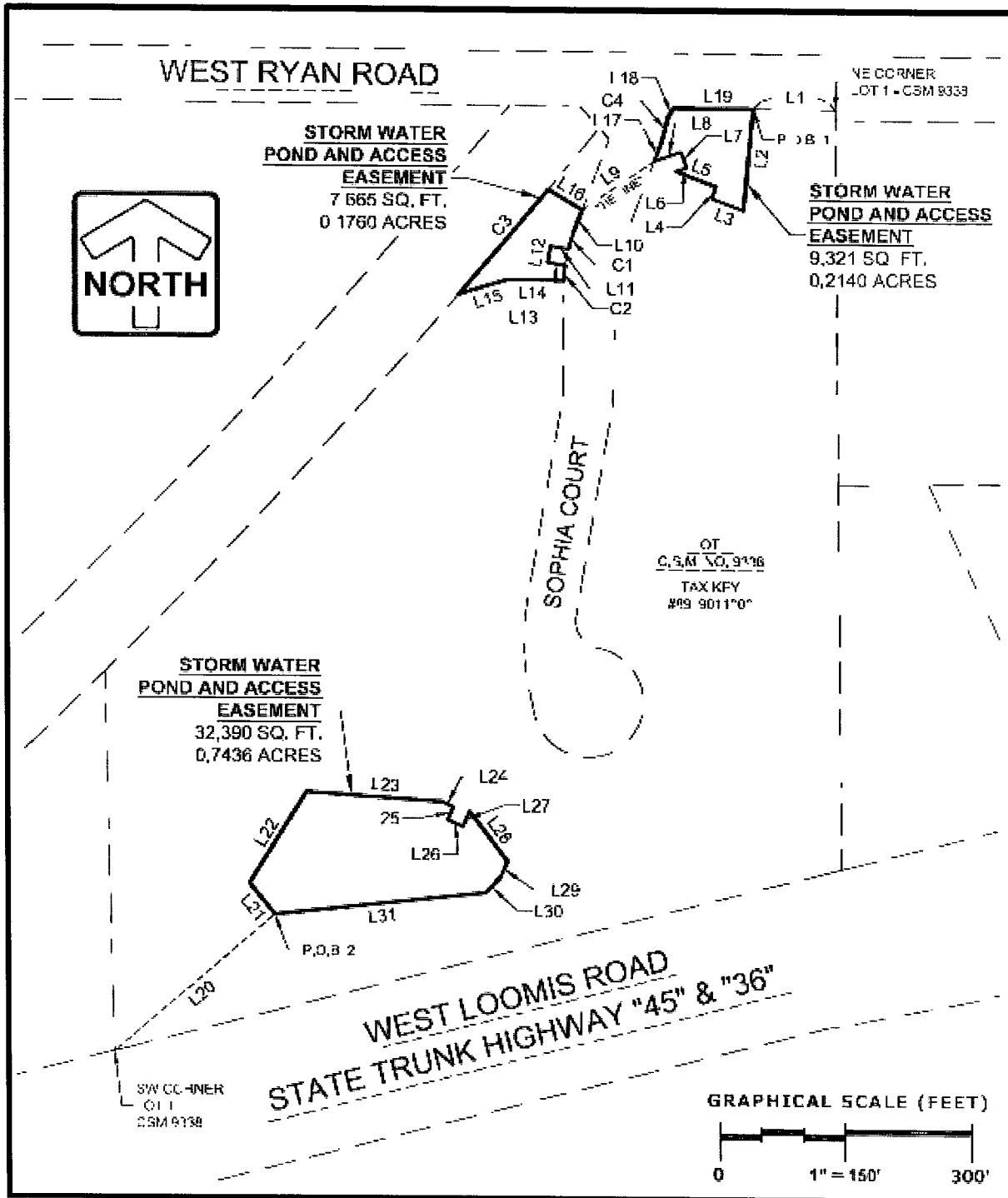


EXHIBIT "B" (continued)

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N69°31'45"W	89.00'
L2	S05°14'11"W	123.00'
L3	N88°21'15"W	40.00'
L4	N15°41'04"E	15.28'
L5	N69°08'01"W	51.00'
L6	N70°42'11"E	13.34'
L7	N19°50'58"W	20.00'
L8	S70°09'21"W	33.77'
L9	S55°42'27"W N55°42'42"E	104.44' 104.44'
L10	S20°38'45"W	27.56'
L11	N80°19'54"W	21.43'
L12	S09°20'10"W	20.00'
L13	S80°39'54"E	21.13'
L14	N69°39'58"W	58.00'
L15	S77°06'30"W	10.00'
L16	S58°54'56"E	48.95'
L17	N20°38'45"E	17.70'
L18	N30°27'21"E	15.00'
L19	S88°31'45"E	55.14'
L20	N49°22'11"E	25.80'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L21	N30°00'43"W	48.00'
L22	N41°57'38"E	29.20'
L23	S86°05'09"E	163.00'
L24	S88°17'27"E	14.75'
L25	S23°42'33"W	17.12'
L26	S66°17'27"E	20.00'
L27	N23°42'33"E	20.00'
L28	S36°58'27"E	75.00'
L29	S24°23'48"W	21.38'
L30	S43°59'14"W	25.00'
L31	S83°54'30"W	254.00'

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	22.74'	180.00'	S17°01'35"W	22.73'
C2	17.94'	180.00'	S4°10'52"W	17.93'
C3	165.16'	7877.60'	N40°00'39"E	165.16'
C4	36.20'	180.00'	N14°53'05"E	36.14'

EXHIBIT

SHEET 2 OF 3

11/01/2023

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENG.COM

PLAN | DESIGN | DELIVER

PEG JOB# 809,60

EXHIBIT "C"
Legal Description of Area

LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 1114858, in the Northwest 1/4 of the Northwest 1/4 of Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County Wisconsin described as follows:

Commencing at the northeast corner of Lot 1 of said Certified Survey Map No. 9338, thence North 88°31'45" West along the north line of said Lot 1 98.00 feet to the Point of Beginning 1

Thence South 05°14'7" West 123.00 feet, thence North 69°21'15" West, 40.07 feet; thence North 15°41'04" East, 15.26 feet, thence North 69°09'01" West, 51.00 feet, thence North 70°09'21" East, 13.34 feet, thence North 18°50'39" West, 20.00 feet, thence South 70°09'21" West, 33.77 feet to the east right of way line of Sophia Court and a "TIE LINE", thence South 55°42'42" West along said "TIE LINE", 104.44 feet to the west right of way line of said Sophia Court; thence South 20°38'45" West along said west right of way line 27.50 feet to a point of curvature, thence southwesterly 22.74 feet along said west right of way line and the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears South 17°01'35" West, 22.73 feet, thence North 80°39'54" West, 21.43 feet; thence South 09°20'10" West, 20.00 feet; thence South 80°39'54" East, 21.43 feet to the aforesaid west right of way line and a point on a curve, thence southwesterly 17.94 feet along said west right of way line and the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears South 04°10'52" West, 17.93 feet; thence North 89°38'58" West, 68.00 feet, thence South 73°06'30" West, 60.00 feet to the westerly line of said Lot 1 and a point on a curve; thence northeasterly 165.16 feet along said westerly line and the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North 40°06'39" East, 165.16 feet; thence South 58°54'56" East, 46.95 feet to the aforesaid west right of way line of Sophia Court; and aforesaid "TIE LINE" thence North 55°42'42" East along the aforesaid "TIE LINE" 104.44 feet to the east right of way line of the aforesaid Sophia Court; thence North 20°38'45" East along said east right of way line 17.70 feet to a point of curvature, thence northeasterly 36.20 feet along said east right of way line and the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears North 14°53'05" East, 36.14 feet, thence North 30°27'21" East along said east right of way line 15.00 feet to the aforesaid north line of said Lot 1; thence South 88°31'45" East along said north line 95.14 feet to the Point of Beginning 1

ALSO:

Commencing at the southwest corner of said Lot 1 thence North 49°22'11" East 251.60 feet to the Point of Beginning 2

Thence North 39°00'43" West, 48.00 feet; thence North 31°57'36" East, 129.00 feet; thence South 86°05'06" East, 163.00 feet, thence South 66°17'27" East, 14.75 feet; thence South 23°42'33" West, 17.12 feet; thence South 66°17'27" East, 20.00 feet; thence North 23°42'33" East, 20.04 feet; thence South 36°58'12" East, 75.00 feet; thence South 24°28'48" West, 21.38 feet; thence South 43°58'04" West, 25.00 feet, thence South 83°04'30" West, 250.00 feet to the Point of Beginning 2

Document Number	PUBLIC RECREATIONAL TRAIL EASEMENT	
	Document Name	

This Recreational Trail Easement (the "Easement") by and between **Loomis and Ryan, INC.**, (the "Grantor"), and the **City of Franklin**, (the "Grantee") is entered into by and between the parties this ____ day of _____, 2023

RECITALS

A. Grantor is the owner of certain real property located at 12000 W. Loomis Road (Tax Key 891 9011 000), 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 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 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.

a. The construction and installation of the recreational trail (sometimes herein referred to as the "Facilities") shall be made by the Grantor at Grantor's expense in accordance with the plans and specifications approved by the City Engineer

2 **Use of Easement:** After acceptance of the Facilities by the City, 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

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

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]

EXHIBIT A

Legal Description - Property

Units 1 through 26, Woodfield Trail, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Woodfield Trail", dated the 14th day of September, 2023 and recorded the 19th day of September, 2023 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No 11367971; and any amendments thereto, and by a Condominium Plat therefor,

Together with all appurtenant rights, title and interests, including (without limitation)

- a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration
- b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit, and
- c) membership in the Woodfield Trail Condominium Association, Inc (hereafter the "Owner's Association"), Wisconsin Corporation, as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association.

Said land being in the City of Franklin, Milwaukee County, Wisconsin

Unit	Tax Key Number
1	891-9016-000
2	891-9017-000
3	891-9018-000
4	891-9019-000
5	891-9020-000
6	891-9021-000
7	891-9022-000
8	891-9023-000
9	891-9024-000
10	891-9025-000
11	891-9026-000
12	891-9027-000
13	891-9028-000
14	891-9029-000
15	891-9030-000
16	891-9031-000
17	891-9032-000
18	891-9033-000
19	891-9034-000
20	891-9035-000
21	891-9036-000
22	891-9037-000
23	891-9038-000
24	891-9039-000
25	891-9040-000
26	891-9041-000

EXHIBIT B

Legal Description – Easement

LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11148158 in the Northwest 1/4 of the Northwest 1/4 of Section 30 Township 5 North Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of Lot 1 of said Certified Survey Map No. 9338; thence North 89°31'45" West along the north line of said Lot 1 193.14 feet to the East right of way line of said Woodfield Court; thence South 30°27'21" West along said right of way line 15.00 feet to a point on a curve; thence southerly 36.20 feet along the arc of said curve to the right and said right of way line whose radius is 180.00 feet and whose chord bears South 14°53'05" West 36.14 feet; thence South 20°38'45" West along said right of way line 82.85 feet; thence North 69°21'15" West 60.00 feet to the West right of way line of Woodfield Court and the point of beginning; thence South 20°38'45" West along said right of way line 20.34 feet; thence North 58°54'56" West, 46.95 feet to a point on the west line of said Lot 1 and a point on a curve; thence northeasterly 20.21 feet along the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North 39°26'12" East, 20.21 feet; thence South 58°54'56" East, 40.33 feet to the point of beginning.

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	N89°31'45"W	193.14
L2	S30°27'21"W	15.00'
L3	S20°38'45"W	82.85
L4	N69°21'15"W	60.00'
L5	S20°38'45"W	20.34
L6	N58°54'56"W	46.95'
L7	S58°54'56"E	40.33

CURVE TABLE				
CURVE NO	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	36.20'	180.00'	S14°53'05"W	36.14'
C2	20.21'	7877.60'	N39°26'12"E	20.21'



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 2 OF 2

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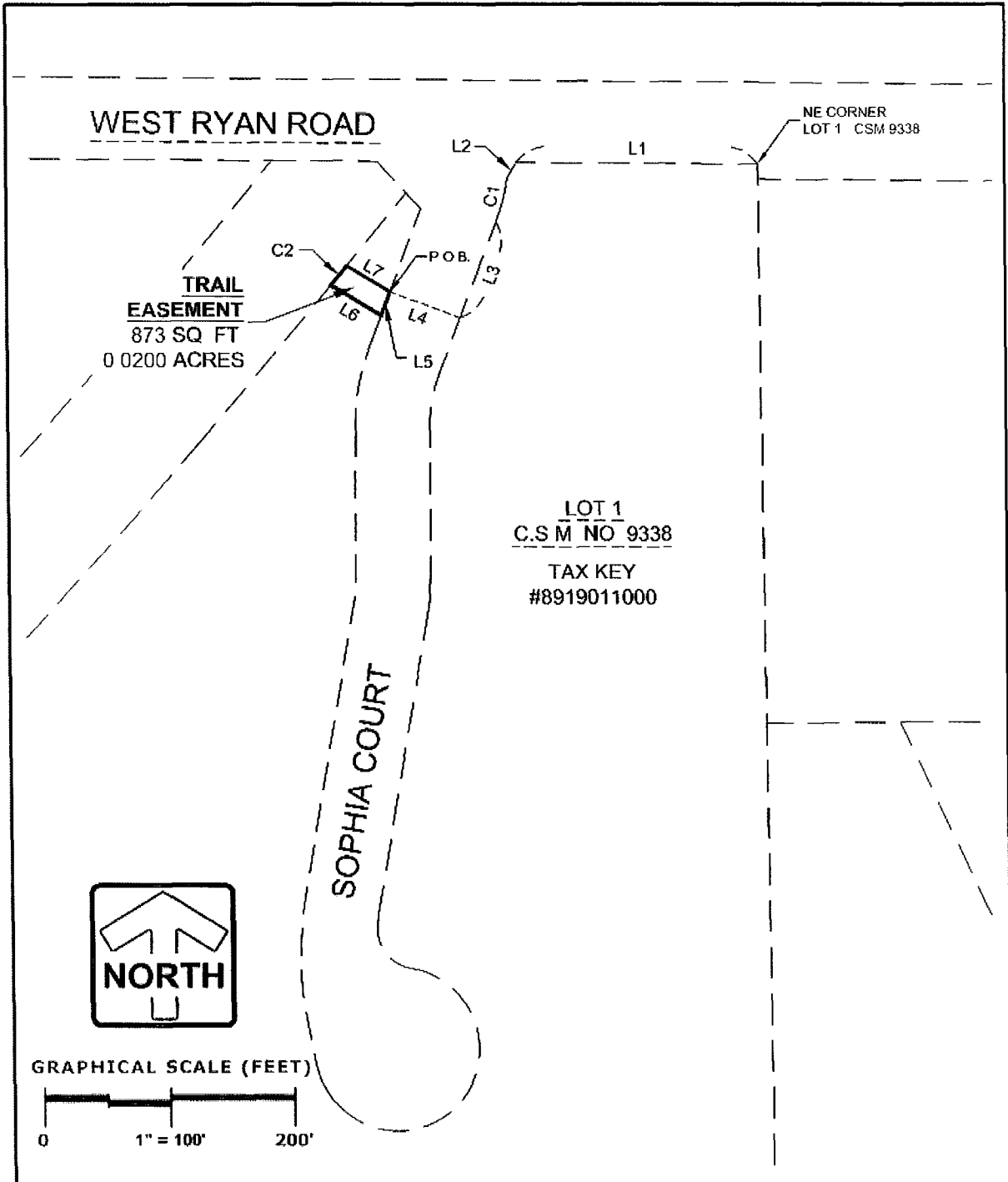
08/04/2022

PLAN | DESIGN | DELIVER

PEG JOB#80960

EXHIBIT C

Easement Area



STORM DRAINAGE EASEMENT

WOODFIELD TRAIL CONDOMINIUMS
12000 WEST RYAN ROAD

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Loomis and Ryan, INC., a Wisconsin Corporation, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain reel particularly described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm drainage system consisting of an open swale (ditch) and/or storm sewer and associated manholes and catch basins, all as shown on the plan attached hereto as Exhibit "B."; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the northwest quarter of Section Thirty (30), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities not including any open swale/ditch shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping, including any open swale/ditch, within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or

paying for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure, fence, plantings, or other improvements may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing, and landscaping may be constructed or placed within the Easement Area as approved by the City Engineer.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. No charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.05 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF: _____, 20__

Loomis & Ryan, Inc.

By: _____
Stephen R. Mills, President

STATE OF _____

ss

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20__, the above named

_____, _____ of _____
(Name printed) (Title) (Development)

to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation.

NOTARY PUBLIC _____
(_____)
My commission expires _____

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Karen L. Kastenson, City Clerk

STATE OF _____

ss

COUNTY OF _____

On this _____ day of _____ 20__, before me personally appeared John R. Nelson and Karen L. Kastenson who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority and pursuant to Resolution File No. _____ adopted by its Common Council on _____, 20__

Notary Public
(_____)
My commission expires _____

Exhibit A
(Description of the Property)

Units 1 through 26, Woodfield Trail, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a “Declaration of Condominium for Woodfield Trail”, dated the 14th day of September, 2023 and recorded the 19th day of September, 2023 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No 11367971; and any amendments thereto, and by a Condominium Plat therefor,

Together with all appurtenant rights, title and interests, including (without limitation)

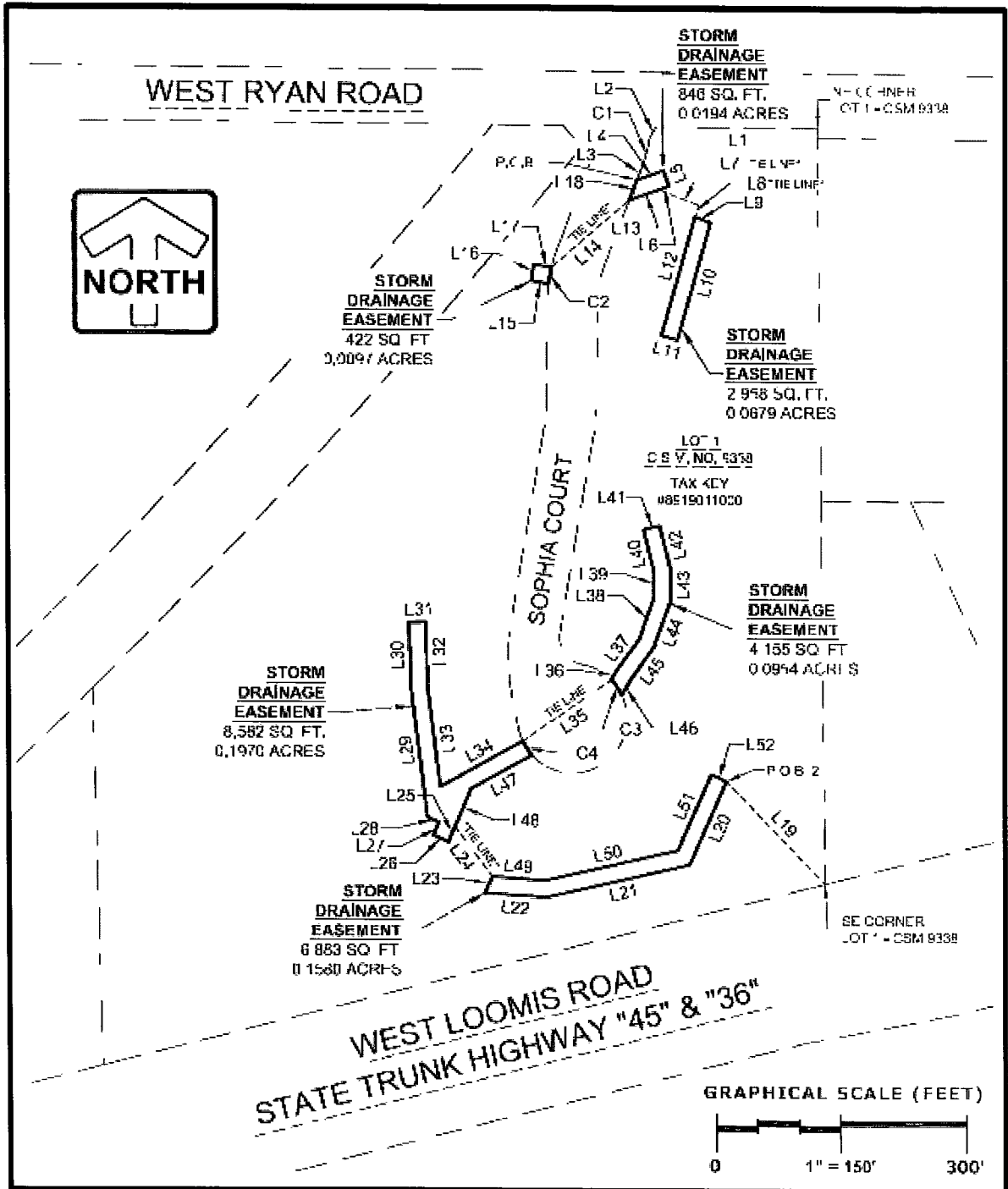
- a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration
- b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and
- c) membership in the Woodfield Trail Condominium Association, Inc. (hereafter the “Owner’s Association”), Wisconsin Corporation, as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner’s Association.

Said land being in the City of Franklin, Milwaukee County, Wisconsin

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16	891-9031-000
17	891-9032-000
18	891-9033-000
19	891-9034-000
20	891-9035-000
21	891-9036-000
22	891-9037-000
23	891-9038-000
24	891-9039-000
25	891-9040-000
26	891-9041-000

Exhibit B

(Depiction of the Facilities)



EXHIBIT

SHEET 1 OF 3

10/30/2023

PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER
PEG JOB# 809,60

Exhibit B (continued)

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°21'45"E	184.14
L2	S30°27'2"W	15.0'
L3	S22°38'45"W	17.75
L4	N70°09'21"E	33.77
L5	S18°50'39"E	20.00'
L6	S77°09'2"W	13.54'
L7	S69°09'01"E N69°09'1"W	51.00 51.00'
L8	S°54'10"4"W N15°41'04"E	15.26 15.26
L9	S69°21'15"E	20.08
L10	S15°41'04"W	14.02
L11	N74°18'50"W	20.00'
L12	N15°41'34"E	143.74
L13	S73°09'2"W	37.50'
L14	S43°48'58"W N48°18'59"E	124.05' 124.05'
L15	N8°39'54"W	21.13
L16	N09°20'10"E	20.00'
L17	S80°39'54"E	21.43'
L18	N20°39'45"E	26.30'
L19	N42°55'40"W	170.83'
L20	S24°00'08"W	109.98
L21	S77°02'11"W	178.36
L22	N66°13'01"W	74.50'
L23	N74°28'48"E	21.38
L24	N38°58'12"W S38°58'12"E	75.00' 75.00'
L25	S23°42'31"W	20.04
L26	N66°17'27"W	20.00'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L27	N73°47'33"E	17.12
L28	N66°17'27"W	14.75
L29	N27°10'11"W	58.00
L30	N61°27'38"W	77.89
L31	N88°12'22"E	20.00
L32	S01°27'58"E	76.69
L33	S07°10'11"E	22.27
L34	N61°01'50"E	13.75
L35	N55°17'10"E S55°17'0"W	30.59 30.09
L36	N23°36'48"E	1.32
L37	N35°27'54"E	47.73'
L38	N18°28'4"E	54.03
L39	N0°14'55"W	30.00
L40	N°4'00'30"W	52.23'
L41	S75°59'30"W	20.50
L42	S°4'00'15"E	54.39
L43	S30°14'55"E	35.11
L44	S19°29'41"W	65.32
L45	S35°27'54"W	49.52
L46	S29°33'46"W	20.47'
L47	S61°01'50"W	84.50
L48	S23°02'29"W	50.00
L49	S86°13'01"E	64.00
L50	N77°02'11"E	183.43
L51	N24°00'09"E	105.00
L52	S69°58'52"E	20.00

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	36.20'	180.00	S14°53'05"W	36.14'
C2	20.01'	180.00	S10°13'18"W	20.00
C3	22.27'	66.00	N34°48'19"W	22.17'
C4	20.15'	66.00	S33°41'59"E	20.07'

EXHIBIT

SHEET 2 OF 3

10/30/2023

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53005

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PEG JOB # B0960

Exhibit C
(Description of Easement Area)

LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 1148158 in the Northwest 1/4 of the Northwest 1/4 of Section 30 Township 5 North, Range 21 East City of Franklin Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of Lot 1 of said Certified Survey Map No. 9338; thence South 89°31'45" East along the north line of said Lot 1 193.14 feet to the east right of way line of Sophia Court; thence South 30°27'21" West along said east right of way line 15.00 feet to a point on a curve; thence southwesterly 36.20 feet along said east right of way line and the arc of said curve to the right whose radius is 180.00 feet and whose chord bears South 14°53'05" West 36.14 feet; thence South 20°38'45" West along said east line 17.70 feet to the Point of Beginning 1;

Thence North 70°09'21" East 33.77 feet; thence South 19°50'39" East 20.00 feet; thence South 70°09'21" West 13.34 feet to a "TIE LINE", thence South 69°09'01" East along said "TIE LINE" 51.00 feet; thence South 15°41'04" West along said "TIE LINE" 15.26 feet; thence South 69°21'5" East, 20.38 feet; thence South 15°41'04" West, 147.00 feet; thence North 74°18'56" West, 20.00 feet; thence North 15°41'04" East, 148.74 feet to the aforesaid "TIE LINE", thence North 15°41'04" East along said "TIE LINE" 15.26 feet; thence North 69°09'01" West along said "TIE LINE" 51.00 feet; thence South 70°09'21" West 37.50 feet to the aforesaid east right of way line of Sophia Court and the aforesaid "TIE LINE"; thence South 48°48'59" West along said "TIE LINE", 124.05 feet to the west right of way line of Sophia Court and a point on a curve; thence southwesterly 20.01 feet along said west right of way line and the arc of said curve to the left whose radius is 180.00 feet and whose chord bears South 10°13'18" West, 20.00 feet; thence North 80°39'54" West, 21.13 feet; thence North 08°20'0" East 20.00 feet; thence South 80°39'54" East, 21.43 feet to the aforesaid west line of Sophia Court and the aforesaid "TIE LINE"; thence North 48°48'59" East along said "TIE LINE" 124.05 feet to the aforesaid east right of way line of Sophia Court; thence North 20°38'45" East along said east right of way line 26.30 feet to the Point of Beginning 1

ALSO:

Commencing at the southeast corner of said Lot 1; thence North 43°55'46" West, 170.89 feet to the Point of Beginning 2:

Thence South 24°00'08" West, 109.98 feet; thence South 77°02'11" West, 176.36 feet; thence North 86°13'01" West, 74.50 feet; thence North 24°28'48" East, 21.38 feet to a "TIE LINE"; thence North 36°59'12" West along said "TIE LINE", 75.00 feet; thence South 23°42'33" West, 20.04 feet; thence North 66°17'27" West, 20.00 feet; thence North 23°42'33" East, 17.12 feet; thence North 66°17'27" West, 14.75 feet; thence North 07°10'11" West 158.00 feet; thence North 01°27'38" West, 77.89 feet; thence North 88°32'22" East, 20.00 feet; thence South 01°27'38" East 76.89 feet; thence South 07°10'11" East, 122.27 feet; thence North 61°01'50" East 113.75 feet to the west right of way line of Sophia Court and a "TIE LINE"; thence North 55°17'10" East along said "TIE LINE", 130.09 feet to the east right of way line of said Sophia Court; thence North 28°38'48" East 11.92 feet; thence North 35°27'54" East, 47.73 feet; thence North 18°29'41" East, 54.03 feet; thence North 00°14'55" West 30.02 feet; thence North 14°00'30" West 52.26 feet; thence South 75°59'30" West, 20.00 feet; thence South 14°00'15" East 54.89 feet; thence South 00°14'55" East 35.91 feet; thence South 19°29'41" West 60.32 feet; thence South 35°27'54" West, 49.52 feet; thence South 29°38'48" West 20.47 feet to the aforesaid east right of way line of Sophia Court and a point on a curve; thence northwesterly 22.27 feet along said east right of way line and the arc of said curve to the left whose radius is 66.00 feet and whose chord bears North 34°48'19" West, 22.17 feet to the aforesaid "TIE LINE"; thence South 55°17'10" West along said "TIE LINE" 130.09 feet to the aforesaid west right of way line of Sophia Court and the point on a curve; thence southwesterly 20.15 feet along said west right of way line and the arc of said curve to the left whose radius is 66.00 feet and whose chord bears South 33°41'59" East, 20.07 feet; thence South 61°01'50" West 84.00 feet; thence South 23°10'29" West, 50.00 feet to the aforesaid "TIE LINE"; thence South 36°58'12" East along said "TIE LINE" 75.00 feet; thence South 86°13'01" East, 64.00 feet; thence North 77°02'11" East, 163.43 feet; thence North 24°00'08" East 100.00 feet; thence South 65°59'52" East, 20.03 feet to the Point of Beginning 2.

**STORM WATER MANAGEMENT
ACCESS EASEMENT**

**WOODFIELD TRAIL CONDOMINIUMS
12000 WEST RYAN ROAD**

THIS EASEMENT is made by and between the WOODFIELD TRAIL CONDOMINIUM ASSOCIATION, INC., an unincorporated association, hereinafter referred to as "Association," and the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and Loomis and Ryan, Inc., a Wisconsin Corporation, as owner (including successors and assign's of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm water management basin as shown on the plan attached hereto as Exhibit "B."; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the northwest quarter of Section Thirty (30), Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to

their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Association at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or

consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF: _____, 20__

LOOMIS & RYAN, INC.

By: _____

Name & Title: _____

STATE OF _____

ss

COUNTY OF _____

Before me personally appeared on the _____ day of _____, A.D. 20__.

President or Name printed
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged
the same as the voluntary act and deed of said corporation.

Secretary or Name printed

Notary Public
(_____)
My commission expires _____

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Karen L. Kastenson, City Clerk

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

On this _____ day of _____ A.D. 20__ before me personally appeared John R. Nelson and Karen L. Kastenson who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 20__.

Notary Public, Milwaukee County, Wisconsin
(_____)

Exhibit “A”
(Description of the Property)

Units 1 through 26, Woodfield Trail, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a “Declaration of Condominium for Woodfield Trail”, dated the 14th day of September, 2023 and recorded the 19th day of September, 2023 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No 11367971; and any amendments thereto, and by a Condominium Plat therefor;

Together with all appurtenant rights, title and interests, including (without limitation)

- a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration;
- b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and
- c) membership in the Woodfield Trail Condominium Association, Inc. (hereafter the “Owner’s Association”), Wisconsin Corporation, as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner’s Association.

Said land being in the City of Franklin, Milwaukee County, Wisconsin

Unit	Tax Key Number
1	891-9016-000
2	891-9017-000
3	891-9018-000
4	891-9019-000
5	891-9020-000
6	891-9021-000
7	891-9022-000
8	891-9023-000
9	891-9024-000
10	891-9025-000
11	891-9026-000
12	891-9027-000
13	891-9028-000
14	891-9029-000
15	891-9030-000
16	891-9031-000
17	891-9032-000
18	891-9033-000
19	891-9034-000
20	891-9035-000
21	891-9036-000
22	891-9037-000
23	891-9038-000
24	891-9039-000
25	891-9040-000
26	891-9041-000

Exhibit "B"
(Depiction of the Facilities)

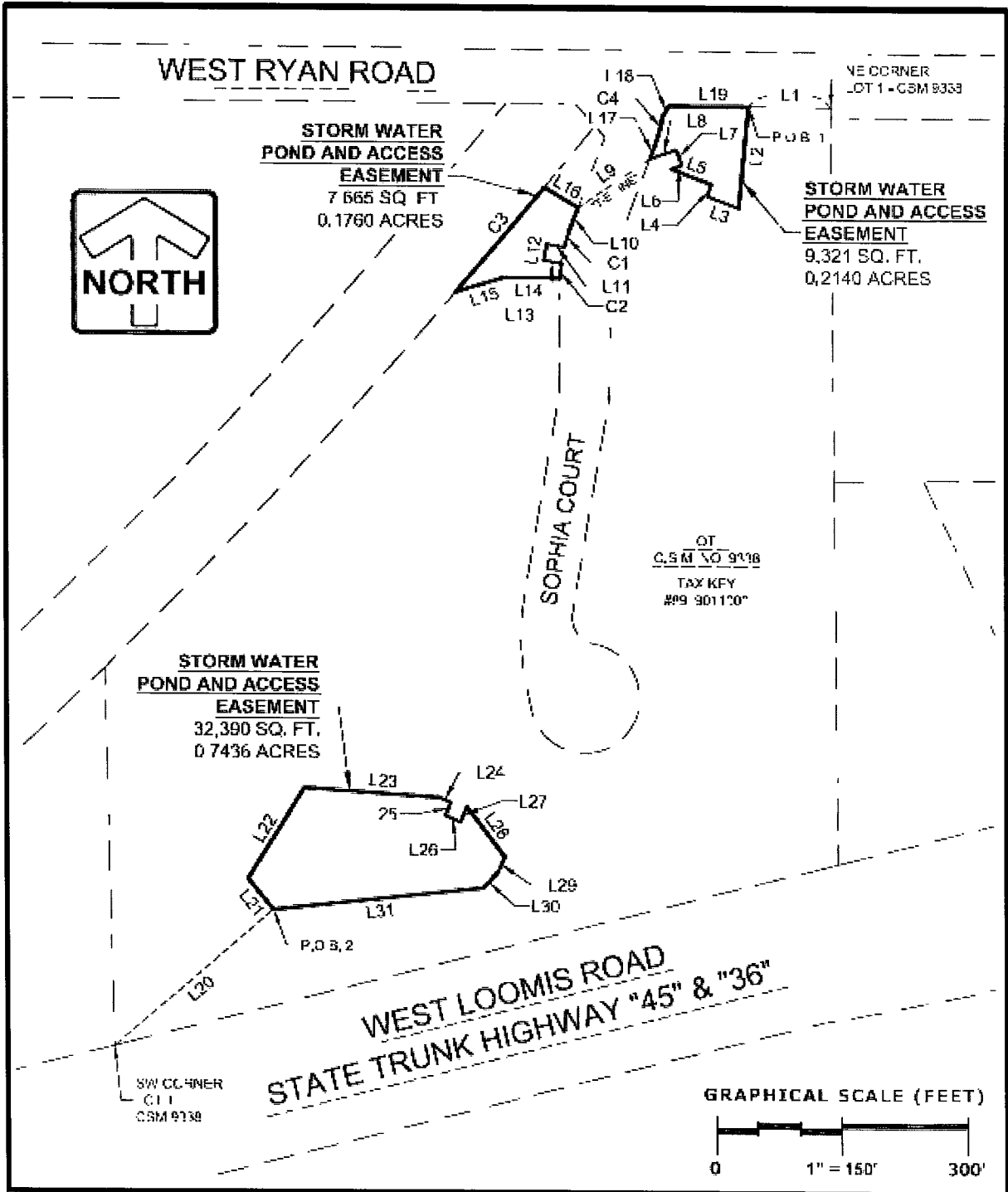


EXHIBIT
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53005

SHEET 1 OF 3
WWW.PINNACLE-ENGR.COM

11/01/2023
PLAN | DESIGN | DELIVER
PEC JOB# 80960

Exhibit "B" (continued)

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	N69°31'45"W	88.00'
L2	S05°14'11"W	123.00'
L3	N69°21'15"W	40.07'
L4	N15°41'04"E	15.28'
L5	N69°09'01"W	51.00'
L6	N70°31'21"E	14.34'
L7	N19°50'38"W	80.00'
L8	S70°09'21"W	33.77'
L9	S55°42'47"W N55°42'42"E	104.24' 104.44'
L10	S20°38'45"W	27.5'
L11	N60°39'54"W	21.43'
L12	S09°20'10"W	20.00'
L13	S80°39'54"E	21.13'
L14	N69°39'58"W	8.00'
L15	S73°06'30"W	83.00'
L16	S58°54'56"E	48.95'
L17	N20°38'45"E	17.79'
L18	N30°27'21"E	15.00'
L19	S88°31'45"E	85.14'
L20	N45°22'11"E	25.80'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L21	N39°00'43"W	46.00'
L22	N31°57'38"E	29.70'
L23	S88°05'09"E	63.70'
L24	S68°17'27"E	14.75'
L25	S23°42'33"W	17.12'
L26	S66°17'27"E	40.00'
L27	N23°42'33"E	20.34'
L28	S36°58'2"E	75.70'
L29	S24°28'46"W	21.38'
L30	S43°59'34"W	25.00'
L31	S85°54'30"W	24.00'

CURVE TABLE				
CURVE NO	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	22.74'	180.00'	S17°01'35"W	22.73'
C2	17.94'	180.00'	S4°10'52"W	17.93'
C3	165.15'	7877.60'	N40°00'39"E	165.18'
C4	36.20'	180.00'	N14°53'35"E	36.14'

Exhibit "C"
(Description of Easement Area)

LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 17148758 in the Northwest 1/4 of the Northwest 1/4 of Section 30 Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of Lot 1 of said Certified Survey Map No. 9338, thence North 89°31'45" West along the north line of said Lot 1 99.00 feet to the Point of Beginning 1

Thence South 05°14'7" West 123.00 feet, thence North 69°21'15" West, 40.07 feet; thence North 15°41'04" East, 15.26 feet, thence North 69°09'01" West, 51.00 feet; thence North 70°09'21" East 13.34 feet; thence North 19°50'39" West 20.00 feet, thence South 70°09'21" West 33.77 feet to the east right of way line of Sophia Court and a "TIE LINE", thence South 55°42'42" West along said "TIE LINE", 104.44 feet to the west right of way line of said Sophia Court; thence South 20°38'45" West along said west right of way line 27.50 feet to a point of curvature; thence southwesterly 22.74 feet along said west right of way line and the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears South 17°01'35" West 22.73 feet; thence North 80°39'54" West, 21.43 feet; thence South 09°20'10" West 20.00 feet; thence South 80°39'54" East, 21.13 feet to the aforesaid west right of way line and a point on a curve, thence southwesterly 17.94 feet along said west right of way line and the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears South 04°10'52" West, 17.93 feet; thence North 83°39'55" West, 68.00 feet, thence South 73°06'30" West, 60.00 feet to the westerly line of said Lot 1 and a point on a curve; thence northeasterly 165.16 feet along said westerly line and the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North 40°06'39" East 65.16 feet; thence South 58°54'56" East, 46.95 feet to the aforesaid west right of way line of Sophia Court; and aforesaid "TIE LINE" thence North 55°42'42" East along the aforesaid "TIE LINE" 104.44 feet to the east right of way line of the aforesaid Sophia Court, thence North 20°38'45" East along said east right of way line 17.70 feet to a point of curvature; thence northeasterly 36.20 feet along said east right of way line and the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears North 14°53'35" East, 36.14 feet; thence North 30°27'21" East along said east right of way line 15.00 feet to the aforesaid north line of said Lot 1; thence South 89°31'45" East along said north line 95.14 feet to the Point of Beginning 1

ALSO

Commencing at the southwest corner of said Lot 1; thence North 49°22'11" East 251.60 feet to the Point of Beginning 2

Thence North 39°00'43" West 48.00 feet; thence North 31°57'36" East, 129.00 feet; thence South 86°05'09" East, 163.00 feet; thence South 66°17'27" East, 14.75 feet; thence South 23°42'33" West, 17.12 feet; thence South 66°17'27" East, 20.00 feet; thence North 23°42'33" East 20.04 feet; thence South 36°58'12" East, 75.00 feet; thence South 24°28'48" West, 21.38 feet; thence South 43°59'04" West 25.00 feet; thence South 83°54'30" West, 254.00 feet to the Point of Beginning 2

WATER MAIN EASEMENT

WOODFIELD TRAIL CONDOMINIUMS 12000 WEST RYAN ROAD

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Loomis and Ryan, Inc., a Wisconsin Corporation, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the northwest quarter of Section Thirty (30), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.

13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

Exhibit A
(Description of the Property)

Units 1 through 26, Woodfield Trail, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a “Declaration of Condominium for Woodfield Trail”, dated the 14th day of September, 2023 and recorded the 19th day of September, 2023 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 11367971; and any amendments thereto, and by a Condominium Plat therefor;

Together with all appurtenant rights, title and interests, including (without limitation):

- a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration;
- b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and
- c) membership in the Woodfield Trail Condominium Association, Inc. (hereafter the “Owner’s Association”), Wisconsin Corporation, as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner’s Association.

Said land being in the City of Franklin, Milwaukee County, Wisconsin.

Unit Tax Key Number

1	891-9016-000
2	891-9017-000
3	891-9018-000
4	891-9019-000
5	891-9020-000
6	891-9021-000
7	891-9022-000
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24	891-9039-000
25	891-9040-000
26	891-9041-000

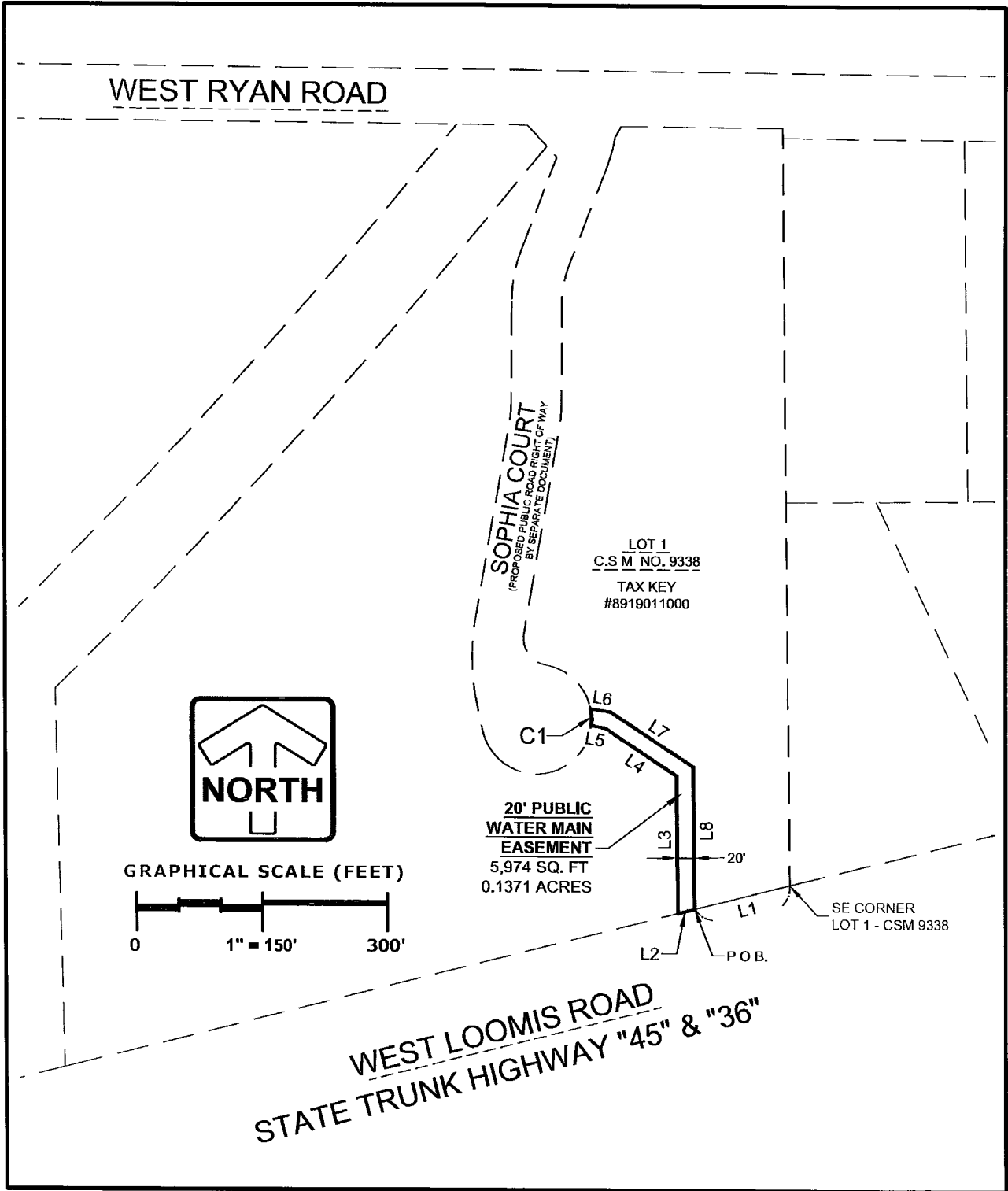


EXHIBIT B Depiction of Facilities

SHEET 1 OF 2

10/13/2023

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

PEG JOB#809 60

LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded August 06, 2021, in the Register of Deeds office for Milwaukee County as Document No 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North Range 21 East, City of Franklin, Milwaukee County Wisconsin described as follows.

Commencing at the southeast corner of Lot 1 of said Certified Survey Map No 9338; thence South 75°45'51" West along the south line of said Lot 1, 118 17 feet to the Point of Beginning;

Thence continuing South 75°45'51" West along said south line, 20.58 feet;
 thence North 00°34'39" West, 165.37 feet, thence North 56°41'55" West, 103 29 feet,
 thence North 80°12'09" West, 16 09 feet to a point on a curve and the proposed east right of way line of Sophia Court, thence Northwesterly 20 52 feet along the arc of said curve to the left and said right of way line, whose radius is 66.00 feet and whose chord bears North 02°05'07" West, 20.44 feet; thence South 80°12'09" East, 24 44 feet, thence South 56°42'05" East, 118 13 feet, thence South 00°34'39" East, 171 17 feet to the Point of Beginning.

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	S75°45'51" W	118 17'
L2	S75°45'51" W	20 58'
L3	N00°34'39" W	165 37'
L4	N56°41'55" W	103.29'
L5	N80°12'09" W	16 09'
L6	S80°12'09" E	24 44'
L7	S56°42'05" E	118 13'
L8	S00°34'39" E	171 17'

CURVE TABLE				
CURVE NO	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	20 52'	66.00'	N2°05'07" W	20.44'

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">H</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">December 5, 2023</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">City personnel performance evaluation of Director of Administration. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.10.</p>

COUNCIL ACTION REQUESTED

A motion, with regard to City personnel performance evaluation of Director of Administration, to enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/05/23
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of December 5, 2023.

COUNCIL ACTION REQUESTED

Approval of the minutes of the License Committee Meeting of December 5, 2023.



414-425-7500

License Committee Agenda*
Franklin City Hall Health Wing Room
9229 West Loomis Road, Franklin, WI
December 05, 2023 – 6:00 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 New	Michele Reimann Walgreens #15020			
Operator 2023-2024 New	Annamaria Robel No Location			
Operator 2023-2024 New	Molly Tengel Hideaway Pub & Eatery			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Health Dept – Community Events Fee Waivers: Park Permits Names & Dates of Events: Spring Walk/Run – 5/18/2024; Bike Rodeo – 6/1/2024; Movie Night – 6/21/2023; Trunk or Treat – 10/24/2024 Locations: Lions Legend 1, Legend Dr, Schlueter Pkwy			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lioness Lions Club – St Martin’s Fair & Club Monthly Meetings Fee Waivers: St Martin’s Fair Permit, Temporary Class “B” Beer and Operators Licenses; Park Permits Dates of Event: 9/1/24 – 9/2/24; various summer dates Locations: St Martin’s Labor Day Fair; Lions Legend 1			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lions Foundation – Fund Raisers & Club Monthly Meetings Fee Waivers: Park Permits – Easter Egg Hunt, Club Meetings; St. Martin’s Fair Permit, Temporary Class “B” Beer, Operators Licenses Dates of Events: 3/30/2024, 6/11/2024, 7/9/2024, 9/10/2023; 9/1 – 9/2/2024 Locations: Lions Legend 1; Ken Windl Pavilion; St. Martin’s Labor Day Fair			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Park Concerts, Inc – Free Concerts Fee Waivers: Park Permits, Band Shell Fees Dates of Events: 6/30/2024, 7/14/2024, 7/28/2024, 8/11/2024, and 8/25/2024 Location: Lions Legend 1			

<p>People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant</p>	<p>Franklin Police Citizens Academy Alumni Fee Waiver: St. Martin’s Fair Permit Date of Event: 9/1 – 9/2/2024 Location: St. Martin’s Labor Day Fair</p>			
<p>People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant</p>	<p>Franklin Police Department – National Night Out Fee Waivers: Temporary Entertainment & Amusement, Food Licenses Date of Event: 8/5/2024 Location: Franklin Public Library, 9151 W Loomis Rd</p>			
<p>People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant</p>	<p>St Martin Of Tours Parish – Vietnamese Lunar New Year Celebration & St. Martin’s Fair Fee Waivers: Temporary “Class B” Beer & Wine, Temporary Entertainment & Amusement, Operators Licenses; St. Martin’s Fair Permit Dates of Events: 2/11/2024; 9/1 – 9/2/2024 Location: St. Martin of Tours Parish Hall at 7963 S 116th St; St. Martin’s Labor Day Fair</p>			
<p>People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant</p>	<p>Xaverian Missionaries – Annual Mission Festival Fee waivers: License Fees: Extraordinary Event, Temporary Class B Beer and Wine, Operators, Temporary Food, and Sign Permits Location: Xaverian Missionaries, 4500 W Xavier Dr Dates of Event: 6/22/2024 – 6/23/2024</p>			
<p>3.</p>	<p>Adjournment</p>	<p>Time:</p>		

*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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<p style="text-align: center;">APPROVAL DB</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 12/5/2023</p>
<p style="text-align: center;">Bills</p>	<p style="text-align: center;">Vouchers and Payroll Approval</p>	<p style="text-align: center;">ITEM NUMBER I</p>

Attached are vouchers dated November 17, 2023 through November 30, 2023, Nos. 195078 through Nos. 195235 in the amount of \$ 1,195,768.17. Also included in this listing are EFT's Nos. 5513 through EFT Nos. 5526, Library vouchers totaling \$ 20,852.29 and Water Utility vouchers totaling \$ 11,266.11. Voided checks in the amount of \$ (84.84) are separately listed.

Early release disbursements dated November 17, 2023 through November 29, 2023 in the amount of \$ 754,302.40 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 December 1, 2023 is \$ 463,191.77, previously estimated at \$ 465,000. Payroll deductions dated December 1, 2023 are \$ 244,961.64, previously estimated at \$ 255,000.

The estimated payroll for December 15, 2023 is \$ 465,000 with estimated deductions and matching payments of \$ 250,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of November 30, 2023 in the amount of \$ 1,195,768.17
- Payroll dated December 1, 2023 in the amount of \$ 463,191.77 and payments of the various payroll deductions in the amount of \$ 244,961.64, plus City matching payments and
- Estimated payroll dated December 15, 2023 in the amount of \$ 465,000 and payments of the various payroll deductions in the amount of \$ 250,000, plus City matching payments.

ROLL CALL VOTE NEEDED