

**AMENDED G.24.\***

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](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 6, 2023 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of May 16, 2023.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Request from the Franklin Fire Department to Purchase and Install Replacement Furnace/Air Conditioner Units at Fire Station #1, at an Expected Cost of \$10,842.00.
  - 2. A Resolution to Participate in Milwaukee County Department of Transportation’s Complete Communities Transportation Planning Project.
  - 3. Inclusion of Sidewalks in Wisconsin Department of Transportation Project for S. 27th Street (STH 241) from W. Elm Road to W. Villa Drive.
  - 4. A Resolution Authorizing Certain Officials to Execute a Holding Tank Agreement with Dalma Properties, LLC, 6701 W. Ryan Road (TKN 898-9999-000).
  - 5. A Resolution to Issue Change Order No. 3 to Wanasek Corporation for the Ryan Creek Interceptor Odor Reduction Project in the Amount of \$15,165.24.
  - 6. Work Change Directive No. 4 for Survey Monument Work to Buteyn-Peterson Construction Co., Inc. for the Franklin Corporate Park – South Hickory Street Improvements.
  - 7. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for an Approximately 4,000 Square Foot Accessory Structure Upon Property Located at 8570 South 116th Street (Robert G. Montgomery, Applicant).
  - 8. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Storm Drainage, Storm Water Management Access, and Water Main at 3617 W. Oakwood Road (TKN 950-9997-002).

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9. A Resolution Authorizing Certain Officials to Accept an Access, Water Main & Sanitary Sewer Easement on Property Owned by Wisconsin Electric Power Company (TKN 844-9994-000).
10. A Resolution Authorizing the Installation of a Fence Within the 20-foot Public Utility Easement Upon Lot 31 in Block 1, in Park View South Subdivision (7923 S. 67th Street) (TKN 805-0096-000) (Peplinski, Kenneth S., Applicant).
11. A Resolution Authorizing Certain Officials to Accept a Warranty Deed for Dedication of Right-of-Way for Public Road Purposes (Lot 1 of the Recorded Certified Survey Map No. 9338).
12. Request from Director of Administration to Execute Proposals with Industrial Roofing Services, Inc. (IRS) for the City of Franklin Building Exterior Specifications of Fire Station No. 1, Building Exterior Specifications of Law Enforcement Center, and Exterior Sealant Specifications of Public Library City Facilities as part of an Enhanced Capital Improvement Plan (CIP).
13. Authorization to Execute a Cooperation Agreement with Milwaukee County for Program Years 2024 through 2026 for the Community Development Block Grant and HUD Home Programs.
14. A Resolution to Execute S. 116TH Street Trail Project Change Order No. 4 to GRAEF-USA, INC. to Prepare a Phase 2 Environmental Site Assessment for \$35,000.
15. Allow Hausch Design Agency, LLC to Develop a Messaging Program for Franklin Sewer Utilities Private Property Infiltration & Inflow Reduction Project Without Errors and Omissions (Professional Liability) Insurance.
16. An Ordinance to Amend Ordinance No. 2023-2531, an Ordinance to Amend Ordinance No. 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Operating Fund to Transfer \$30,380 in Expenditures from the Engineering Personal Services Salary and Benefits Accounts to the Planning Personal Services Salary and Benefits Accounts, to Return the Transferred Funds from Planning Services Accounts to Engineering Services Accounts.
17. Move Staffing and Budget from a .5 Secretarial Position from the Planning Department to the Engineering Department and Restructuring of the Authorized Positions in the Engineering Department.
18. Confirmation of the Appointment of Danielle Brown as the Director of Finance and Treasurer. The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c) and (f) to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social, or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
19. *Franklin Community Advocates, et al v City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court, Case No. 20-CV-7031 and Franklin Community Advocates v City of Franklin, Milwaukee County Circuit Court, Case No. 22-CV-*

523. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

20. Potential commercial/industrial/manufacturing development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
21. A Resolution Authorizing Certain Officials to Execute an Agreement with Ehlers and Associates, Inc. for Tax Incremental District Creation Professional Services.
22. Wholesale Public Water Supply to Franklin 2024. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e) to deliberate upon information, terms and provisions of the potential provision of public water supply to the City of Franklin as related to the City, the Franklin Municipal Water Utility and its customers in 2024 and beyond; and the potential negotiation of terms in relation thereto, including, but not limited to potential amendments to the Agreement for Oak Creek to Provide Water at Wholesale to Franklin, potential agreement terms with alternate public water supply sources, including, but not limited to the City of Milwaukee and Milwaukee Water Works, and the investing of public funds and governmental actions in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
23. Notice of Claim and Circumstances and Notice of Injury from Alan H. Marcuvitz of Von Briesen & Roper, S.C., Attorney for Claimant Polish Heritage Alliance, Inc., alleging property damage from a broken water lateral pipe. The Common Council may enter closed session pursuant to § 19.85(1)(e) and (g), Stats., to consider a Notice of Claim and Circumstances and Notice of Injury from Alan H. Marcuvitz of Von Briesen & Roper, S.C., Attorney for Claimant Polish Heritage Alliance, Inc., alleging property damage from a broken water lateral pipe on or about October 7, 2022, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
- \* 24. Successor Agreement to the 1/1/2019 – 12/31/2021 Collective Bargaining Agreement with the City of Franklin Local No. 280 of the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association. The Common Council may enter closed session pursuant to Wis. Stat. §§ 19.85(1)(c) and 19.85(1)(e), to

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discuss police collective bargaining negotiation strategy and possible settlement options, and to re-enter 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 June 6, 2023.

I. Bills.  
Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

June 8	Plan Commission	7:00 p.m.
June 20	Common Council Meeting	6:30 p.m.
June 22	Plan Commission	6:30 p.m.
July 4	Fourth of July-City Hall Closed	

C.

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
MAY 16, 2023  
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on May 16, 2023, and was called to order at 6:30 p.m. by Mayor 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 City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:31 p.m. and was closed at 6:52 p.m.  
  
Alderman Barber moved to suspend the rules to let Kristen Wilhelm continue to speak past the three-minute time limit. Seconded by Alderwoman Day. All voted aye, motion carried.

MINUTES  
MAY 2, 2023

C. Alderman Barber moved to approve the minutes of the regular Common Council meeting of May 2, 2023, as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried.

MAYORAL  
APPOINTMENT

E. Alderman Barber moved to confirm the following Mayoral appointment:  
  
John R. Nelson, 7787 S. North Cape Rd., - Community Development Authority for a 3 year term expiring April 20, 2026.  
  
Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

ACCEPT COMMUNITY  
BETTERMENT  
DONATION –  
FRANKLIN LIONS CLUB  
AND SPEND ON  
DEPARTMENT  
INITIATIVES

G.1. Alderwoman Eichmann moved to approve a \$5,000.00 Community Betterment donation from the Franklin Lions Club Foundation, to be used towards the EMS Utility Vehicle, and other specialized EMS equipment and supplies. Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2023-2537  
AMEND ORD. 2022-2521,  
ADOPTING 2023  
ANNUAL BUDGETS –  
CARRY FORWARD  
FROM 2022

G.2. Alderman Holpfer moved to adopt Ordinance No. 2023-2537, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGETS FOR THE GENERAL, CAPITAL OUTLAY, STREET IMPROVEMENT, AND CAPITAL IMPROVEMENT TO PROVIDE CARRY FORWARD APPROPRIATIONS FROM 2022 FOR SPECIFICALLY

IDENTIFIED PROJECTS IN THE AMOUNT OF \$1,400,895. Seconded by Alderman Barber. On a roll call vote, all voted Aye. Motion carried.

- RES. 2023-7984  
AWARD THE 2023  
FIBER OPTIC RING  
PROJECT TO TURNKEY  
NETWORK SOLUTIONS
- G.3. Alderman Barber moved to adopt Resolution No. 2023-7984, A RESOLUTION TO AWARD THE 2023 CITY OF FRANKLIN FIBER OPTIC RING PROJECT TO FIBER OPTIC MANAGEMENT LLC DBA TURNKEY NETWORK SOLUTIONS, IN THE AMOUNT OF \$961,819.64. Seconded by Alderman Hasan. All voted aye; motion carried.
- ADVERTISE BIDS FOR  
GUARDRAIL  
REPLACEMENT – S 68<sup>TH</sup>  
STREET
- G.4. Alderman Hasan moved to authorize Staff to advertise for bids for guardrail replacements on S. 68<sup>th</sup> Street. Seconded by Alderman Barber. All voted Aye; motion carried.
- REQUEST FOR  
PROPOSALS –  
PROFESSIONAL  
SERVICES CONTRACT –  
PROVIDE MARKETING  
MATERIALS
- G.5. Alderman Barber moved to direct staff to distribute a request for Proposals for a professional services contract to Provide Marketing Materials to the City of Franklin. Seconded by Alderman Craig. All voted Aye; motion carried.
- REQUEST FOR  
PROPOSALS –  
PROFESSIONAL  
SERVICES CONTRACT –  
STRATEGIC PLANNING  
SERVICES
- G.6. Alderman Barber moved to direct staff to distribute a request for Proposals for a professional services contract to provide Strategic Planning Services to the City of Franklin. Seconded by Alderwoman Day. All voted Aye; motion carried.
- STREET CLOSURES OF  
S LEGEND DR /  
SCHLUETER PKWY –  
JUNE 3<sup>RD</sup> – BIKE RODEO
- G.7. Alderwoman Eichmann moved to approve the street closures of S. Legend Drive and Schlueter Pkwy on Saturday June 3 from 6:00 am until 3:00 pm in conjunction with the City of Franklin Health Department Bike Rodeo. Seconded by Alderman Hasan. All voted Aye; motion carried.
- HEALTH DEPARTMENT  
PRESENTATION
- G.8. Presentation of current Franklin Health Department services and initiatives.
- RES 2023-7985  
EXECUTE  
AMENDMENT NO. 2  
AGREEMENT WITH  
GRAEF-USA, INC. –  
PLEASANT VIEW PARK  
MASTER PLAN
- G.9. Alderman Craig moved to adopt Resolution 2023-7985, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AMENDMENT NO. 2 TO AN AGREEMENT WITH GRAEF-USA, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PLEASANT VIEW PARK MASTER PLAN UPDATE IN THE AMOUNT OF \$4,000. Seconded by Alderman Holpfer. All voted Aye; motion carried.

- RES 2023-7986  
AUTHORIZE  
CONTRACT WITH FOTH  
INFRASTRUCTURE  
AND ENVIRONMENT,  
LLC – DESIGN RYAN  
RD TRUNK SEWER AND  
INTERCEPTOR
- G.10. Alderman Holpfer moved to adopt Resolution 2023-7986, A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC TO START THE DESIGN OF THE RYAN ROAD TRUNK SEWER FOR A PROFESSIONAL FEE OF \$97,000 and to instruct staff to work out a financing strategy for other City accounts to temporary loan this project and return with a budget amendment. Seconded by Alderman Barber. All voted Aye; motion carried.
- MODIFICATION TO  
AGREEMENT WITH  
PROSHRED
- G.11. Alderman Barber moved to authorize the modification to the agreement with Proshred with the lowered insurance limitations. Seconded by Alderwoman Day. All voted Aye; motion carried.
- RES 2023-7987  
ARGICULTURAL LEASE  
AGREEMENT FOR  
FARMLAND USE UPON  
CITY PROPERTY
- G.12. Alderman Barber moved to adopt Resolution 2023-7987, A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGRICULTURAL LEASE AGREEMENT FOR FARMLAND USE UPON CITY PROPERTY BEARING TKNS 892-9999-002 (0 SOUTH 112TH STREET) AND 937-9999-004 (0 WEST OAKWOOD ROAD) IN FRANKLIN, WISCONSIN, AND A LANDOWNER'S STATEMENT IN RELATION THERETO with additional attachments and corrections provided by the farmer and the City Attorney. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- MILWAUKEE COUNTY  
PEDESTRIAN / BICYCLE  
ACCOMMODATIONS  
ON S. 76<sup>TH</sup> STREET  
BETWEEN W. SOUTH  
COUNTY LINE ROAD  
AND S. CREEKVIEW  
COURT
- G.13. Alderman Holpfer moved to have Staff work with MCDOT to include on-street accommodations (paved shoulders) for bicycle/pedestrians. Staff would return with a resolution showing this support to MCDOT. Staff would request that MCDOT provide an estimate for this option. Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES 2023-7988  
PARTIAL PROPERTY  
TAX RECISSION AND  
REFUND TKN 934-0109-  
000
- G.14. Alderman Holpfer moved to adopt Resolution 2023-7988, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR TKN 934-0109-000. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES 2023-7989  
PARTIAL PROPERTY  
TAX RECISSION AND  
REFUND TKN 944-9997-  
000
- G.15. Alderman Barber moved to adopt Resolution 2023-7989, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR TKN 944-9997-000. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- DEVELOPMENT OF AN ORDINANCE TO ADD MUNICIPAL CODE SECTION 183-48 D – PROHIBIT USE OF THE CITY PARK PAVILIONS W/O PROPER AUTHORIZATION
- G.16. Alderman Barber moved to restrict the use of City pavilions with no restriction to party size and include signage with restrictions. Seconded by Alderwoman Day. All voted Aye; motion carried.
- RES 2023-7990 PARTIAL PROPERTY TAX RESCISSION AND REFUND TKN 934-0023-000
- G.17. Alderman Hasan moved to adopt Resolution 2023-7990, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR TKN 934-0023-000. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES 2023-7991 ACCEPTANCE OF EASEMENTS SANITARY SEWER AND WATER MAIN – TKN 9939-9995-001
- G.18. Alderman Craig moved to adopt Resolution 2023-7991, A RESOLUTION FOR ACCEPTANCE OF EASEMENTS FOR SANITARY SEWER AND WATER MAIN AT 10020 S. 124TH STREET, TKN 939-9995-001. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES 2023-7992 RESCIND RES. 2023-7982, APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 754-9008-000 AND TKN 754-9011-000
- G.19. Alderwoman Eichmann moved to adopt Resolution 2023-7992, A RESOLUTION TO RESCIND RESOLUTION NO. 2023-7982, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR TKN 754-9008-000, AND APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR TKN 754-9011-000. Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES 2023-7993 EXECUTE SUBDIVISION DEVELOPMENT AGREEMENT WITH SUBDIVIDER OF PLEASANT VIEW RESERVE
- G.20. Alderman Hasan moved to adopt Resolution 2023-7993, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE SUBDIVIDER OF PLEASANT VIEW RESERVE SUBDIVISION PHASE II-B, LOCATED AT W. MARQUETTE AVENUE AND S. 50TH COURT. Seconded by Alderman Craig. All voted Aye; motion carried.
- RES 2023-7994 AWARD THE 2022 LOCAL STREET PREVENTATIVE
- G.21. Alderman Holpfer moved to adopt Resolution 2023-7994, A RESOLUTION TO AWARD THE 2022 LOCAL STREET PREVENTATIVE MAINTENANCE PROGRAM AND CONTRACT TO FAHRNER ASPHALT SEALERS, LLC, IN THE AMOUNT OF



MAINTENANCE  
PROGRAM AND  
CONTRACT – FAHRNER

\$112,048.08. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES 2023-7995  
STATEMENTS OF NON-  
REIMBURSEMENTS BY  
FRANKLIN WATER  
AND SEWER UTILITIES  
TO WI-DOT

G.22. Alderman Craig moved to adopt Resolution 2023-7995, A RESOLUTION TO EXECUTE STATEMENTS OF NON-REIMBURSEMENTS BY FRANKLIN WATER AND SEWER UTILITIES TO WISCONSIN DEPARTMENT OF TRANSPORTATION ALONG S. LOVERS LANE FROM W. RAWSON AVENUE TO W. COLLEGE AVENUE. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES 2023-7996  
AUTHORIZE WE  
ENERGIES TO  
CONVERT LIGHTS

G.23. Alderman Hasan moved to adopt Resolution 2023-7996, A RESOLUTION TO AUTHORIZE WE ENERGIES TO CONVERT FIVE HIGH PRESSURE SODIUM LIGHTS TO LED LIGHTS FOR \$125.00. Seconded by Alderman Holpfer. All voted Aye; motion carried.

LICENSES AND  
PERMITS

H. Alderman Craig moved to approve the following licenses with removal of the Hills Has Eyes:

License Committee Meeting 5/16/23:

Grant Extraordinary Entertainment & Special Event to: Race Day Events – Elf Run/Winter Run Series, Max Noll, Whitnall Park to South of West College Ave; Rock Sports Complex – The Hill Has Eyes, Paul Cimoch, 7005 S Ballpark Dr, Fridays & Saturdays: 9/29-10/28/23;

Deny 2023-2024 Operator License to Melissa Soares;

Grant 2023-2024 Operator License Renewal to the following: Kallie Berg, Sandra Albert, Thomas Balistreri, Sarah Berg, Joseph Cauley, Eric Cottman, Samuel Danowski, John Fenelon, Jody Haase, Lisa Hansen, Sierra Helgeland, Jessica Hendren, Kimberly Hill, Andrew Hushek, Marie Idzikowski, Amber Ishaque, John Janiszewski, Adam Jubeck, Nathaniel Kaluzny, Kim Kuklinski, Abi Masloroff, Justin Monnie, Sarah Nickolaus, Martha Norman, Michael Norman, Kelly Ottoson, Victoria Pitts, Laura Rogers, Bobette Sakiewicz, Katiana Valle, Denise Widenski, Remy Ziolkowski;

Grant 2023-2024 Operator License Upon Correction of Application to: Amy Ottaviani & Alexander Sawyer-Young;

Hold 2023-2024 Operator License Renewal to Nicole Stankowski for Referral to City Attorney;

Grant 2023-2024 Day Care License to: DBA Ingenious, Inc., Ingenious, Inc, Banmeet Dadwal, 7260 S 76<sup>th</sup> St; DBA Kids Connection of Rawson, Candence Education, LLC, Katelyn, Rekowski, 3130 W Rawson Ave;

Grant Class A Combination License to: DBA 7-Eleven, Dairyland

Retail Group LLC, Elizabeth Evans, 7610 W Rawson Ave; DBA Andy's On Ryan Rd, Ryan Fuel LLC, Kavita Khullar, 5120 W Ryan Rd; DBA CVS Pharmacy #5390, Wisconsin CVS Pharmacy LLC, Nicole Baker, 5220 W Rawson Ave; DBA Discount Cigarettes & Liquor, Andyone Inc, Sunny Patel, 6507A S 27<sup>th</sup> St; DBA Franklin, Liquor Store, New Liquor & Food Inc, Gurjeet Singh, 8305 S 27<sup>th</sup> St; DBA Kwik Trip #287, Kwik Trip Inc, Jill Le Claire, 5040 W Rawson Ave; DBA Kwik Trip #857, Kwik Trip Inc, Michael Roberts, 10750 W Speedway Dr; DBA Mann Liquor & Indian Grocery, Nerankar LLC, Vinder Kumar, 7158 S 76<sup>th</sup> St; DBA Midtown Gas & Liquor, Jujhar LLC, Hardip Bhatti, 11123 W Forest Home Ave; DBA Pick'n Save #6360, Ultra Mart Foods LLC, Ricky Kloth, 7201 S 76<sup>th</sup> St; DBA Pick'n #6431, Mega Marts LLC, Mark Waraksa, 7780 S Lovers Lane Rd; DBA Sam;s Club #8167, Sam;s East Inc, Tiffany Jones, 6705 S 27<sup>th</sup> St; DBA Sendik's Food Market, Sendik's Franklin LLC, Theodore Balistreri, 5200 W Rawson Ave; DBA Target Store T-2388, Target Corporation, Jairo Barron, 7800 S Lovers Lane Rd; DBA Walgreens #05459, Walgreen Co, Austin Korth, 9909 W Loomis Rd; DBA Walgreens #05884, Walgreen Co, Brian Hilber, 9527 S 27<sup>th</sup> St; DBA Walgreens #15020, Walgreen Co, Elaine Blumreiter, 7130 S 76<sup>th</sup> St; DBA Walmart# 1551, Wal-Mart Stores East LP, Heather Burns, 6701 S 27<sup>th</sup> St; and

Hold 2023-2024 Operator License to Ashley Dyer for Correction of Name at Next License Committee Meeting.

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

Alderwoman Day took separate action on Hills Has Eyes application and approve as presented to the License Committee and Common Council. Seconded by Alderwoman Eichmann. On roll call, Alderman Eichmann, Alderwoman Day and Alderman Craig voted Aye; Alderman Holpfer, Alderman Barber and Alderman Hasan voted No. Mayor Nelson broke the tie by voting in the Affirmative. Motion carried.

VOUCHERS AND  
PAYROLL

- I. Alderman Barber moved to approve City vouchers with an ending date of May 11, 2023, in the amount of \$1,686,385.51 and property tax disbursements with an ending date of May 10, 2023, in the amount of \$1,436.42, and payroll dated May 5, 2023 in the amount of \$434,894.31 and payments of the various payroll deductions in the amount of \$230,731.91, plus City matching payments and estimated payroll dated May 19, 2023 in the amount of \$450,000 and payments of the various payroll deductions in the amount of \$490,000, plus City matching payments and estimated payroll dated June 2, 2023 in the amount of \$440,000 and payments of the various payroll deductions in the amount of \$235,000, plus City matching payments. Seconded by Alderman Holpfer. On roll call; all voted Aye. Motion carried.

CLOSED SESSION –  
CONFER WITH LEGAL  
COUNCIL FOR THE  
COMMON COUNCIL

- G.24. Alderman Holpfer moved to enter closed session at 8:20 p.m., pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the Franklin Community Advocates, et al v. City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court, Case No. 20-CV-7031 litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On a roll call; all voted Aye. Motion carried.

Mayor Nelson recessed the meeting for five minutes at 8:20 p.m. We resumed into closed session at 8:27 p.m.

Alderman Barber made a point of order to have the Director of Administration recuse herself, Alderwoman Eichmann agreed. Attorney Wesolowski stated there was no legal or statutory prohibition to hiring the Administrator as well as attendance in closed session. Attorney Remzy Bitar stated she cannot be forced out of the closed session, but would need to keep this information confidential.

Returned to open session at 9:15 p.m.

Alderman Craig moved to direct legal counsel to proceed as discussed in closed session. Seconded by Alderman Holpfer. On a roll call, 4-2. Motion carried. Alderwoman Day and Alderman Barber voted no.

CLOSED SESSION –  
DELIBERATE UPON  
THE TAX  
INCREMENTAL  
DISTRICT NO. 5  
DEVELOPMENT  
AGREEMENT

- G.25. Alderman Barber moved to enter closed session at 9:19 pm, pursuant to Wis. Stat. §19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On a roll call; all voted Aye. Motion carried.

A handout was passed out in closed session by the Director of Administration which was delivered by Steve Taylor for Mike Zimmerman.

Returned to open session at 9:54 p.m.

Alderman Barber moved to direct staff to proceed as discussed in closed session. Seconded by Alderman Craig. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderman Craig moved to adjourn the meeting of the Common Council at 9:55 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>A</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">6-6-23</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Request Common Council Authorization to Purchase and Install replacement Furnace/Air Conditioner units at Fire Station #1, at an expected cost of \$10,842.00</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.1.</p>
<p>Two of Fire Station #1's three HVAC units have failed and the station is currently without air conditioning in most areas. The paired units were believed to have been installed in 1993 and were tentatively scheduled to be replaced in the 2024 capital outlay budget. The fire department is seeking approval to purchase and install new tandem HVAC units, at an expected cost of \$10,842.00. The department solicited quotes from multiple vendors, and the attached proposal from Roth Heating was the most inexpensive by approximately \$3,000.00.</p> <p>The department is also requesting approval of a budget modification appropriating \$11,000 from Unrestricted Contingency funding (line 01-0199-5499) into the department's Building Systems Maintenance line (01-0221-5557) in order to facilitate the replacement.</p>		
<p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p style="text-align: center;">Request Common Council Approval of Purchase and Installation of replacement HVAC units, and a budget modification appropriating the necessary funding (\$11,000).</p>		

Fire: AJR



## FFD Buildings and Grounds Budget Request

Date Submitted 5/5/2023

### 1. Project Details:

**Project Name:** Furnace Replacement - Station 1

**Requested By:** BC Manke

**Station Location:** Station 1

### 2. Project Description / Justification:

**(Include a detailed description of the project and justification. Attach add'l documentation as necessary)**

The tandem furnaces that currently handle the air movement for the main office areas and day room was believed to be installed in 1993. These furnaces have lasted well beyond their life expectancy. Buildings and Grounds has done their due diligence to keep these furnaces running through routine maintenance. A recent unknown mechanical issue, possible electrical surge, has caused these furnaces to become inoperable. Parts for these furnaces have to be special ordered just to try and diagnose the cause of the fault. It was also pointed out that the furnace burners were in bad shape and needed to be replaced. It was recommended that it would be more fiscally responsible to replace the furnaces vs. trying to diagnose the original issue and then it could not be guaranteed that it could be fixed back to its normal operating condition.

Recommendation - Because of the condition of the current Station 1 and the lack of energy efficiency of the station, it is my recommendation that we move forward with Option 2 of the attached. This will allow the zones to be heated in a rapid manner as well as not relying on just one stage to do all the work. This will also assist in reducing energy costs. This is also a time sensitive matter due to the the Summer months approaching and the necessity of the air condition for the environmental and safety concerns of the crews coming back from fire calls on typical Wisconsin hot summer days.

**3. Project Cost Estimate:** \$10842.00

**4. Approved:** Yes / No

**5. Approved By:**

**Date Approved:**



Burlington 262-763-2653



**THIELMANN & SON**  
HEATING & COOLING  
SINCE 1929

New Berlin 262-786-2000  
Hartford 262-673-2500



Oak Creek 414-764-4700  
Waterford 262-534-5568

PROPOSAL SUBMITTED TO Franklin Fire Department		PHONE	DATE 05/04/2023
STREET 8901 W Drexel Avenue		JOB NAME	
CITY, STATE and ZIP CODE Franklin, WI 53132		JOB ADDRESS	
EMAIL ADDRESS rmanke@franklinwi.gov	DATE OF PLANS	JOB CONTACT Bob Manke	ALTERNATE PHONE

We hereby submit specifications and estimates for

**OPTION #1**  
Provide (2) Lennox ML193UH110E60C 1 stage, 93% efficient Furnace  
Furnace warranty: 5 year parts & 1 year labor  
Includes twining kit for furnaces  
Transition plenums as needed  
Reconnect to present return ductwork  
Reconnect to 3" PVC Venting  
Honeywell T4 thermostat  
New drainline  
Includes licensed electrician to wire  
Includes all materials and labor to install complete

BASE BID:\$ 9,634.00

**OPTION #2**  
Provide (2) Lennox EL296UH110XE48C 2 Stage, 96% efficient Furnaces  
Furnace warranty: 5 year parts & 1 year labor  
Includes twining kit for furnaces  
Transition plenums as needed  
Reconnect to present return ductwork  
Reconnect to 3" PVC Venting  
Honeywell T4 thermostat  
New drainline  
Includes licensed electrician to wire  
Includes all materials and labor to install complete

BASE BID:\$ 10,842.00

**We Propose** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of \_\_\_\_\_  
Payment to be made as follows Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.


Salesman Signature \_\_\_\_\_ Ron Bachard \_\_\_\_\_  
Note This proposal may be withdrawn by us if not accepted within 30 days

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  
Date of Acceptance: \_\_\_\_\_

Customer Signature \_\_\_\_\_  
Customer Signature \_\_\_\_\_

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> June 6, 2023
Reports & commendations	<b>A Resolution to Participate in Milwaukee County Department of Transportation's Complete Communities Transportation Planning Project</b>	<b>ITEM NO.</b> All Districts  G.2.

**BACKGROUND**

Milwaukee County has earned two different grants to fund a Complete Communities Transportation Planning Project. They have acquired \$235,000 from the Transportation Alternatives Program (TAP) through Wisconsin Department of Transportation (WisDOT) for Phase 1 of the project and \$1,000,000 from the Safe Streets and Roads for All (SS4A) program through United States Department of Transportation (USDOT) for Phase 2.

Phase 1 will provide a current assessment of street safety across Milwaukee County by carrying out public engagement meetings in each of the 19 municipalities to obtain qualitative feedback from residents and municipal officials on reckless driving impacts and multimodal safety. As of now, they have 13 of the 19 communities officially confirmed with public meetings. The engagement meetings will feature a brief presentation about the project, historic countywide crash data findings and Vision Zero principles followed by several interactive activities to provide residents opportunities to give feedback to the project team.

Phase 1 will also feature usage of five-year crash and traffic fatality data which gives the quantitative analysis to balance the assessment's findings. This will provide an accurate view of reckless driving trends, hot spots and other unsafe multimodal practices observed in Milwaukee County to help them determine where to target potential infrastructure, educational, equity and enforcement improvements.

Phase 2 of this project will be the development of a countywide Safe Streets Action Plan which will make Milwaukee County eligible to receive future SS4A funding from USDOT to implement various infrastructure improvements in the Action Plan. An official SS4A Action Plan has eight different components:

1. Leadership Commitment and Goal Setting
2. Planning Structure
3. Safety Analysis
4. Engagement and Collaboration
5. Equity Considerations
6. Policy and Process Changes
7. Strategy and Project Selections
8. Progress and Transparency

Each municipality in Milwaukee County can directly benefit from this project. If desiring to participate, the next team of consultants will development a Safe Streets Action Plan for a community. Once developed, a participating municipality then becomes eligible for future funding from USDOT in the SS4A program for community infrastructure improvements. To participate, MCDOT is asking for the community to allocate \$5,000 in the 2024 budget to put towards the development of that Action Plan. Milwaukee County will cover the remaining expenses related to the hiring of consultants developing individual Action Plans along with any additional public engagement, data acquisition and analysis costs. This would take place throughout 2024 with the project ending in early 2025.

**ANALYSIS**

With Franklin’s history of implementing walking and bicycling trails, it is anticipated that a \$5,000 investment to allow access to grant funding opportunities is wise.

**OPTIONS**

Participate or pass on this MCDOT effort.

**FISCAL NOTE**

Staff has started work on the 2024 budget and can include a \$5,000 expenditure in the DPW or Engineering budgets.

**COUNCIL ACTION REQUESTED**

Authorize Resolution 2023-\_\_\_\_\_ a resolution to participate in Milwaukee County Department of Transportation’s Complete Communities Transportation Planning Project.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023- \_\_\_\_\_

A RESOLUTION TO PARTICIPATE IN  
MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION'S  
COMPLETE COMMUNITIES TRANSPORTATION PLANNING PROJECT

---

WHEREAS, Milwaukee County has earned two different grants to fund a Complete Communities Transportation Planning Project; and

WHEREAS, Milwaukee County is offering any Milwaukee County Community the opportunity to receive a Safe Street Action Plan that could aid in the procurement of future Streets and Roads for All funding grants.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Staff be authorized to notify Milwaukee County Department of Transportation of the intent to participate in the Complete Communities Transportation Planning Project.

BE IT FURTHER RESOLVED, that Staff shall include \$5,000 for this effort in the 2024 Franklin Budget.

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 \_\_\_\_\_

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> June 6, 2023
<b>Reports &amp; Recommendations</b>	<b>Inclusion of Sidewalks in Wisconsin Department of Transportation Project for S. 27<sup>th</sup> Street (STH 241) from W. Elm Road to W. Villa Drive</b>	<b>ITEM NO.</b> Ald. Dist. No. 6 G.3.

**BACKGROUND**

The Wisconsin Department of Transportation (WisDOT) is currently proposing a resurfacing project (RSRF 30) on a segment of S. 27<sup>th</sup> Street (STH 241) from W. Elm Road to W. Villa Drive. WisDOT is proposing to mill off 4 inches of existing asphalt, full depth base patching and then overlay with 4 inches of new asphalt surface. Other improvements include:

- Removing and replacing guardrail along the project limits including the guardrail along bridge structure B-40-709 over Oak Creek.
- Adjustment to culvert C-40-114 north of W. Wheaton Way.
- Replacing existing pedestrian curb ramps that are non-compliant with current ADA standards.
- Replacing traffic signals at W. Oakwood Road and W. Puetz Road with new loops at W. Ryan Road.
- Replacing signing throughout the project to comply with WisDOT standards.
- Re-striping pavement markings throughout the project corridor.
- New proposed sidewalk.
- Additional drainage maintenance, traffic control and erosion control.

Original notification from WisDOT to Staff was a bid date of 9/11/29. This project has progressively moved up and the current anticipated bid date is scheduled for 9/25/2026. For tracking purposes, the WisDOT project has a Design ID of 2265-09-01 and a Construction ID of 2265-09-70. Staff will need to have utility and other adjustments determined in 2025.

On November 1, 2022, the Common Council discussed this issue and as a result, Staff and Mayor Olson had continued discussions with WisDOT on the funding formulas. Several phone calls and discussions occurred and enclosed is the current options for sidewalks along S. 27<sup>th</sup> Street with budget numbers.

From W. Villa Drive to W. Ryan Road, a sidewalk could be provided for the entire segment at 20% Franklin funding and the extra foot width would be provided at 100% Franklin funding totaling \$222,400 of Franklin cost.

From W. Ryan Road to W. Elm Road, WisDOT would not participate at all, making it 100% Franklin cost of \$199,000.

Alternatively, Franklin could have WisDOT install a 6-foot walkway from W. Villa Drive to W. Elm Road for an estimated total of \$421,400.

**OPTIONS**

As discussed above.

**FISCAL NOTE**

Most costs to the City would be included in 2025/2026 utility and capital budgets and some costs would be reimbursed by developers (Saputo Cheese) or specially assessed to adjacent property owners (lights and sidewalks).

**RECOMMENDATION**

At the will of the Common Council. Suggested recommendations will be relayed to WisDOT and Staff will fit the project(s) in the 5-year capital plan with funding sources identified.

Engineering: GEM

ID 2265-09-01  
 Elm to Villa  
 STH 241

Sidewalk - Ryan to Villa  
 City of Franklin Multi-Modal Cost



W Drexel Ave

Existing sidewalk

W Villa Dr

W Forest Hill Ave

W Colonial Woods Dr

W Applebrook Rd

W Acre Ave

W Honadel Blvd

Total Cost	WisDOT @ 80% Cost Share	Franklin @ 20% Local Cost	Extra 1-Ft Sidewalk @ 100% Local Cost	5-Ft Sidewalk @ 100% Local Cost
\$728,500.00	\$582,800.00	\$145,700.00	\$0.00	\$0.00
\$56,500.00	\$0.00	\$0.00	\$56,500.00	\$0.00
<b>Subtotal</b>			<b>\$202,200.00</b>	
<i>Construction Delivery at 10%</i>			<i>\$20,200.00</i>	
<b>Total Franklin Cost</b>			<b>\$222,400.00</b>	

W Puetz Rd

W Franklin Tr

W Grays Ln

W Southland Dr

W Hilltop Ln

W Briarwood Dr

W Briarwood Dr

W Central Ave

W Ryan Road

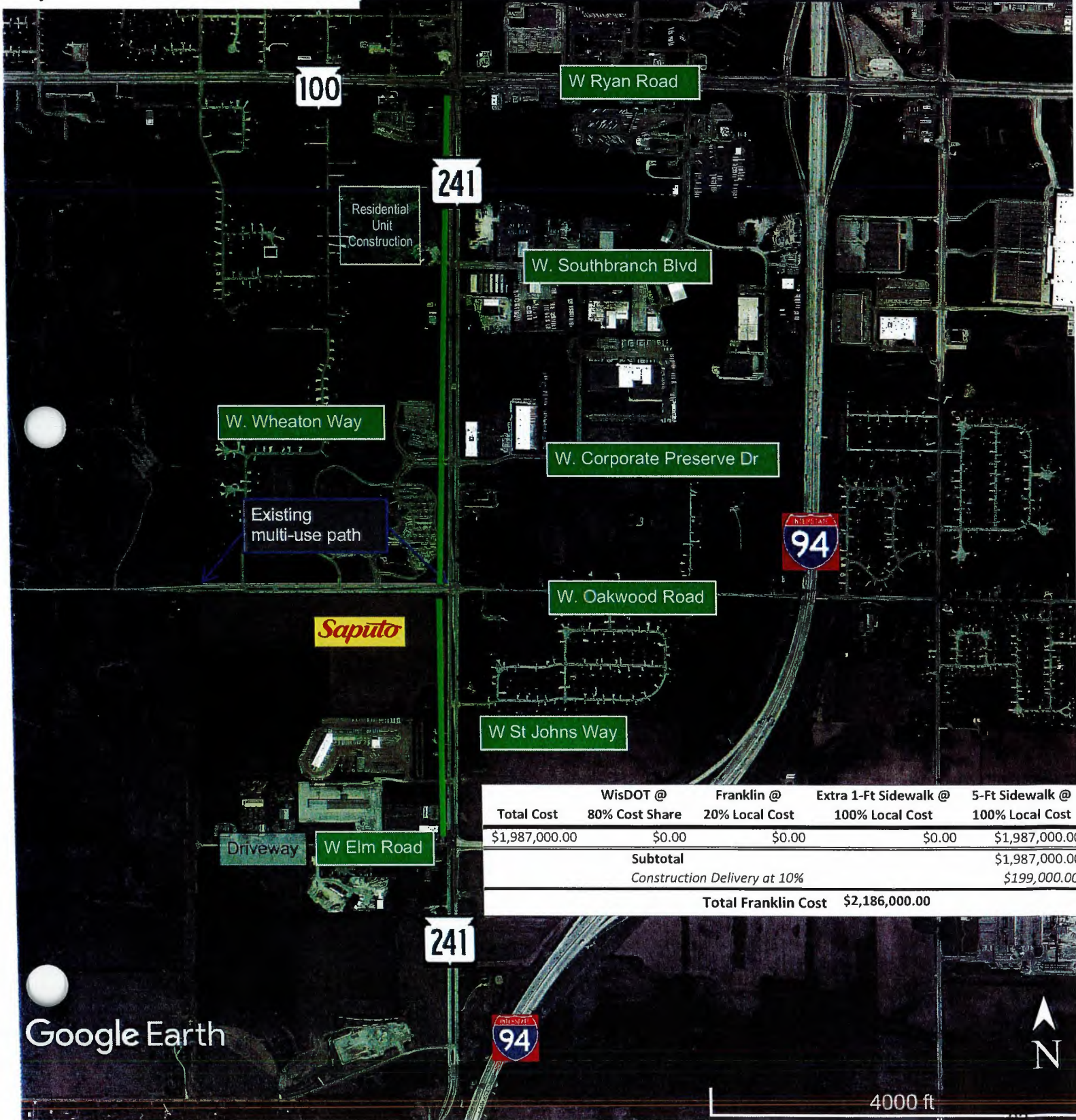


ID 2265-09-01

Elm to Villa

Street 241

### Sidewalk - Elm to Ryan City of Franklin Multi-Modal Cost



Total Cost	WisDOT @ 80% Cost Share	Franklin @ 20% Local Cost	Extra 1-Ft Sidewalk @ 100% Local Cost	5-Ft Sidewalk @ 100% Local Cost
\$1,987,000.00	\$0.00	\$0.00	\$0.00	\$1,987,000.00
<b>Subtotal</b>				\$1,987,000.00
				Construction Delivery at 10% \$199,000.00
<b>Total Franklin Cost</b>			\$2,186,000.00	

Google Earth

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>H</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>June 6, 2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A HOLDING TANK AGREEMENT WITH DALMA PROPERTIES, LLC. 6701 W. RYAN ROAD TAX KEY NO. 898-9999-000</b></p>	<p style="text-align: center;"><i>G.4.</i></p>

Attached is a resolution authorizing execution of an agreement for a Holding Tank with Dalma Properties, LLC, 6701 W. Ryan Road (Tax Key No. 898-9999-000), recommended for Common Council adoption.

**COUNCIL ACTION REQUESTED**

Motion adopting Resolution No. 2023-\_\_\_\_\_ authorizing execution of an agreement for a Holding Tank with Dalma Properties, LLC, 6701 W. Ryan Road (Tax Key No. 898-9999-000).

*INSP*

RESOLUTION NO. 2023-\_\_\_\_\_

---

WHEREAS, the State of Wisconsin required Dalma Properties, LLC, 6701 W. Ryan Road (Tax Key No. 898-9999-000) to install a Holding Tank for sewage purposes on said property located in the City of Franklin, and

WHEREAS, it is in the best interests of the City of Franklin and the State of Wisconsin to guarantee that said holding tank be properly operated for the protection of the health and welfare of the citizens of the City of Franklin, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that a holding tank agreement be executed by the Mayor and City Clerk with Dalma Properties, LLC, 6701 W. Ryan Road (Tax Key No. 898-9999-000) and that said agreement be kept on file.

BE IT FURTHER RESOLVED that the City Clerk is instructed to record said holding tank agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this 6<sup>th</sup> day of June, 2023 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 6<sup>th</sup> day of June, 2023.

APPROVED:

\_\_\_\_\_  
John Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

Document No. / Plan Identification No.

This agreement is made between the governmental unit and holding tank owner(s)

This space reserved for recording data

Agreement Date

City or Local Governmental Unit

Holding Tank Owner(s)

(called Municipality below)  
We acknowledge that application is being made for the installation of (a) holding tank(s) on the following property: (Provide legal land description)

6701 W. RYAN RD  
FRANKLIN, WI 53132

Return To

or that continued use of the existing premises requires that a holding tank be installed on the property for the purpose of proper containment of sewage. Also, the property cannot now be served by a municipal sewer, or any other type of private sewage system as permitted under Ch. ILHR 83, Wis. Adm. Code, or Ch. 145, Stats.

As an inducement to the City of Franklin to issue a sanitary permit for the above described property, we agree to do the following:

- Owner agrees to conform to all applicable requirements of Ch. ILHR 83, Wis. Adm. Code relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the municipality to prevent or abate a human health hazard as described in s. 254.59, Stats., the municipality may enter upon the property and service the tank or cause to have the tank to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.60, Stats.
- The owner agrees, pursuant to s. ILHR 83.18 (10), Wis. Adm. Code, to have installed in a new building or new structure a water meter approved by the County and State. The water meter shall be installed by a plumber authorized by the State to conduct such installations, with said installation complying with State regulations and manufacturers specifications. The owner agrees to be financially responsible for the purchase, installation, maintenance, and repair of the water meter, and agrees to allow the municipality to enter the above described property on a regular basis to read and/or inspect the water meter.
- Owner agrees to pay all charges and cost incurred by the municipality for inspection, pumping, hauling, or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any human health hazard caused by the holding tank. The municipality shall notify the owner of any costs which shall be paid by the owner within thirty (30) days from the date of notice. In the event the owner does not pay the costs within thirty (30) days, the owner specifically agrees that all the costs and charges may be placed on the tax roll as a special assessment for the abatement of a human health hazard, and the tax shall be collected as provided by law.
- The owner, except as provided by s. 146.20 (3) (d), Stats., agrees to contract with a person who is licensed under Ch. NR 113, Wis. Mm. Code, to have the holding tank serviced and to file a copy of the contract or the owner's registration with the municipality. The owner further agrees to file a copy of any changes to the service contract, or a copy of a new service contract, with the municipality within ten (10) business days from the date of change to the service contract.
- The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the municipality on a semiannual basis a report in accordance with s. ILHR 83.18 (4) (a) 2., Wis. Adm. Code, for the servicing of the holding tank. In the case of registration under s. 146.20 (3) (d), Stats., the owner shall submit the report to the municipality. The municipality may enter upon the property to investigate the condition of the holding tank when pumping reports and meter readings may indicate that the holding tank is not being properly maintained.
- This agreement will remain in effect only until the local governmental unit responsible for the regulation of private sewage systems certifies that the property is served by either a municipal sewer or a soil absorption system that complies with Ch. ILHR 83, Wis. Adm. Code. In addition, this agreement may be cancelled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.
- This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit the agreement to the register of deeds, and the agreement shall be recorded by the register of deeds in a manner which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.

Owner(s) Name(s) - Print

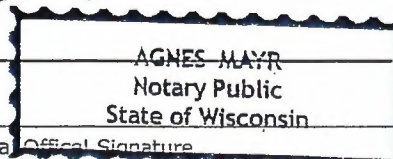
DALMA PROPERTIES LLC

Notarized Owner(s) Signature(s)

*[Signature]*

Subscribed and sworn to before me on this date:

BORIS STROZAC



5/20/2023

Date Signed

Municipal Official Name - Print

Municipal Official Signature

*[Signature]*  
Notary Signature

Municipal Official Title - Print

My commission expires:

3/29/2027

## City of Franklin Holding Tank Servicing Contract

Contract Date <b>5-4-2023</b>	This contract is made between the		
Holding Tank Owner(s) Name(s) <b>Boris Strbac, Dalma Properties LLC.</b>	and	Pumper's Name <b>PATS SERVICES INC ALAN L KADDATE</b>	

We acknowledge the installation of a holding tank(s) on the following property: (Provide legal descriptions):

6701 W. Ryan Rd. Franklin, WI 53132

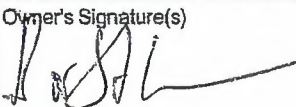
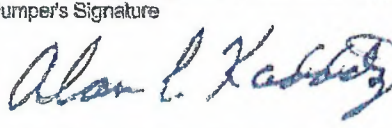
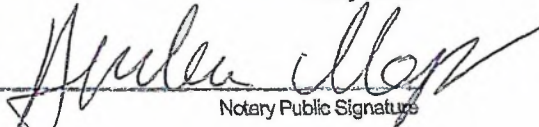
1. The owner agrees to file a copy of this contract with the local governmental unit hereinafter called the "City", which has signed the pumping agreement required in Ch. ILHR 83.18(4)(b), Wis. Adm. Code and with the City of Franklin.

The owner agrees to have the holding tank(s) serviced by the pumper and guarantees to permit the pumper to have access and to enter upon the property for the purpose of servicing the holding tank(s). The owner agrees to maintain the all-weather access road or drive so that the pumper can service the holding tank(s) with the pumping equipment. The owner further agrees to pay the pumper for all charges incurred in servicing the holding tank(s) as mutually agreed upon by the owner and pumper.

The pumper agrees to submit to the City which has signed the holding tank agreement required by S. ILHR 83.18(4)(b), Wis. Adm. Code, a report for the servicing of the holding tank(s) on a semiannual basis. The pumper further agrees to submit a report which shall include:

- a. The name and address of the person responsible for servicing the holding tank.
- b. The name of the owner of the holding tank.
- c. The location of the property on which the holding tank is installed.
- d. The sanitary permit number issued for the holding tank.
- e. The dates on which the holding tank was serviced.
- f. The volumes in gallons of the contents pumped from the holding tank for each servicing.
- g. The disposal sites to which the contents from the holding were delivered.

4. This agreement will remain in effect until the owner or pumper terminates this contract. In the event of a change in this contract, the owner agrees to file a copy of any changes to this service contract or a copy of a new service contract with the City of Franklin within ten (10) business days from the date of change to this service contract.

Owner(s) Name(s) (Print) <b>Boris Strbac, Dalma Properties LLC.</b>	Owner's Signature(s) 	Subscribed and sworn to me on this date: <b>5/30/2023</b> <small>Today's Date</small>
Pumper's Name (Print) <b>PATS SERVICES INC ALAN L KADDATE</b>	Pumper's Signature 	 <small>Notary Public Signature</small>
Pumper's Registration Number <b>54-16</b>		<b>3/29/2027</b> <small>Commission Expiration</small>

**AGNES MAYR**  
Notary Public  
State of Wisconsin



Tony Evers - Governor  
Dan Hereth - Secretary

April 3, 2023

**CONDITIONAL APPROVAL**

PLAN APPROVAL EXPIRES: 2025-04-03  
Plan Review: PWTS- 032300361-C

ERIC PETER CHRISTENSEN  
7 N PINCKNEY ST STE 300  
MADISON, WI 53703

SITE: **ROSE INVESTMENTS**  
6701 W RYAN RD  
FRANKLIN, WI 53132  
CITY OF FRANKLIN  
MILWAUKEE COUNTY

Total Amount: \$90.00

FOR: 530 gpd – Commercial – Offices & Warehouse – Replacement – Maintenance Required  
Holding Tank Component Manual – Ver. 2.1 (May 2022 - 2027)

**Conditionally  
APPROVED**  
DEPT. OF SAFETY AND PROFESSIONAL  
SERVICES  
DIVISION OF INDUSTRY SERVICES

**SEE CORRESPONDENCE**

The above submittal has been reviewed for conformance with Wis. Admin. Code (WAC) & Wis. Stat., and has been **CONDITIONALLY APPROVED**. This private onsite wastewater treatment system (**POWTS**) shall be installed in accordance with the enclosed approved plans and any above referenced component manual(s) and specifications. **The owner, defined in Wis. Stat. § 101.01(10), is responsible for compliance with all code requirements.**

Prior to install, a **sanitary permit shall be obtained** from the county where located and **inspection shall be arranged** per Wis. Stat. §§ 145.19 and 145.20(2)(d). No person may engage in or work at plumbing unless licensed to do so per Wis. Stat. § 145.06. A copy of the approved plans, specifications, and this letter shall be onsite during install and open to inspection by authorized representatives of the Department. All permits required by the state, county, and local municipality shall be obtained prior to commencement of any construction/install/operation.

**This approval shall be subject to the following conditions:**

- Per owner, "shop" (~170 ft (E/W) x 60 ft (N/S) 1-story metal building) consists of a warehouse & office and **NO vehicle storage nor servicing**. Plumbing details for existing floor drains in warehouse area are unknown. All discharges from this building shall comply with WAC § SPS 383.32(3)(b).
- These holding tanks are solely approved to accept domestic wastewater per WAC § SPS 383.32(3)(b). These **holding tanks are not approved to accept industrial wastes & wastewater**, which may not, unless concurrently approved by the DNR and DSPS, be introduced into a POWTS. Industrial wastewater includes wastewater from industrial processes, food processing operations, kennels, car washes, vehicle service facilities, vehicle storage facilities and milkhouses. Generation of industrial wastewater shall not occur in areas served by existing floor drains unless or until their discharge is shown to comply with WAC § SPS 383.32(3)(b).

- **Tanks shall be anchored to prevent flotation** and made & maintained watertight to prevent infiltration if installed in areas subject to saturated ground or flooding conditions per WAC § SPS 383.43(8)(g).
- **POWTS vent pipes shall terminate at least 2 ft above regional flood levels** per WAC § SPS 383.45(6). Site does not appear to be in regulatory floodplain; measure still recommended if area has history of flooding.
- POWTS component areas & horizontal setbacks shall be preserved prior to and during construction.
- Horizontal setbacks of all POWTS components and lines, especially from buildings, OHWM of navigable waters, and wells, **shall be verified** prior to install to conform to WAC § SPS Table 383.43-1.
- Tank install shall conform to all manufacturer's requirements.
- All piping shall conform to WAC § SPS Tables 384.30-3 and 384.30-5.
- Service suction and discharge lines shall conform to WAC § SPS 383.43 (8)(j).
- Insulation of building sewer length beyond 30 feet shall conform to WAC § SPS 382.30 (11)(c).
- Existing, unused POWTS components shall be abandoned per WAC § SPS 383.33.
- Surface water diversion/drainage away from all POWTS component areas shall be provided.
- **Submitter shall** provide owner a copy of this letter, the owner's manual & management plan, and all instructions for proper operation & maintenance of this POWTS, for which the **owner shall be responsible**, per WAC § SPS 383.54(1). **Owner shall provide this information** to any subsequent owners.
- **Owner shall report** each inspection, evaluation, maintenance, or servicing to county per WAC § SPS 383.55.
- All wastewater shall be disposed of in conformance with WAC § NR113.
- If any POWTS component malfunctions so as to create a health hazard, the owner must follow the contingency plan described in this approval.

In granting this approval the Division of Industry Services reserves the right to require changes or additions should conditions arise making them necessary for code compliance. Nothing in this approval shall relieve the designer of the responsibility for designing a safe building, structure, or component, per Wis. Stat. § 101.12(2).

Inquiries concerning this correspondence may be made to me at the telephone number or email listed below.

Best Regards,

Jake Shedivy | POWTS Plan & Product Reviewer  
[jacob.shedivy@wi.gov](mailto:jacob.shedivy@wi.gov) | 608-261-7932

# Holding Tank Plan Index & Cover Sheet

Component Manual Design References:  
Holding Tank Version 2.1 (May 2022-2027)

Pg 1 of 4	Index & Cover Sheet
Pg 2 of 4	Plot Plan
Pg 3 of 4	Holding Tank Specifications
Pg 4 of 4	Management Plan

<u>Attachments:</u>	<u>Enclosures:</u>
#1 GROVE HOLDING TANK(S)	POWTS Application for Review
#1A GROVE HOLDING TANK BALLAST CALCS	Soil Evaluation Report & Site Map (if applicable)
	Holding Tank Pumping Contract (if applicable)
	Holding Tank Agreement (if applicable)

### Project Name / Description

ROSE INVESTMENTS HOLDING TANK

Owner Name(s): ROSE INVESTMENTS LLC Phone: 414 \_940 \_1182  
 Owner Address: 6811 W RYAN RD, FRANKLIN Zip: 53132  
 Project Address: 6701 W RYAN RD, FRANKLIN, WI 53132  
 Govt. Lot: 12 NW 1/4 of NE 1/4, Section 27, T 5 N-R 21 E  or W   
 CITY : FRANKLIN County: MILWAUKEE  
 Project Parcel ID #: 8989999000

### Designer Information

Designer Name: ERIC CHRISTENSEN, PE, LMP, CST Phone: 608 \_618 \_3742  
 Designer Address: 7 N PINCKNEY ST #300, MADISON, WI Zip: 53703  
 E-mail: ERIC@MENDOTA-CONSULTING.COM  
 License Number: 1277910

*Conditionally*  
This space reserved for approval stamp.

**APPROVED**  
DEPT. OF SAFETY AND PROFESSIONAL  
SERVICES  
DIVISION OF INDUSTRY SERVICES



Signature: 

Original signature required on each submitted copy.

SEE CORRESPONDENCE  
Date: 2/22/23





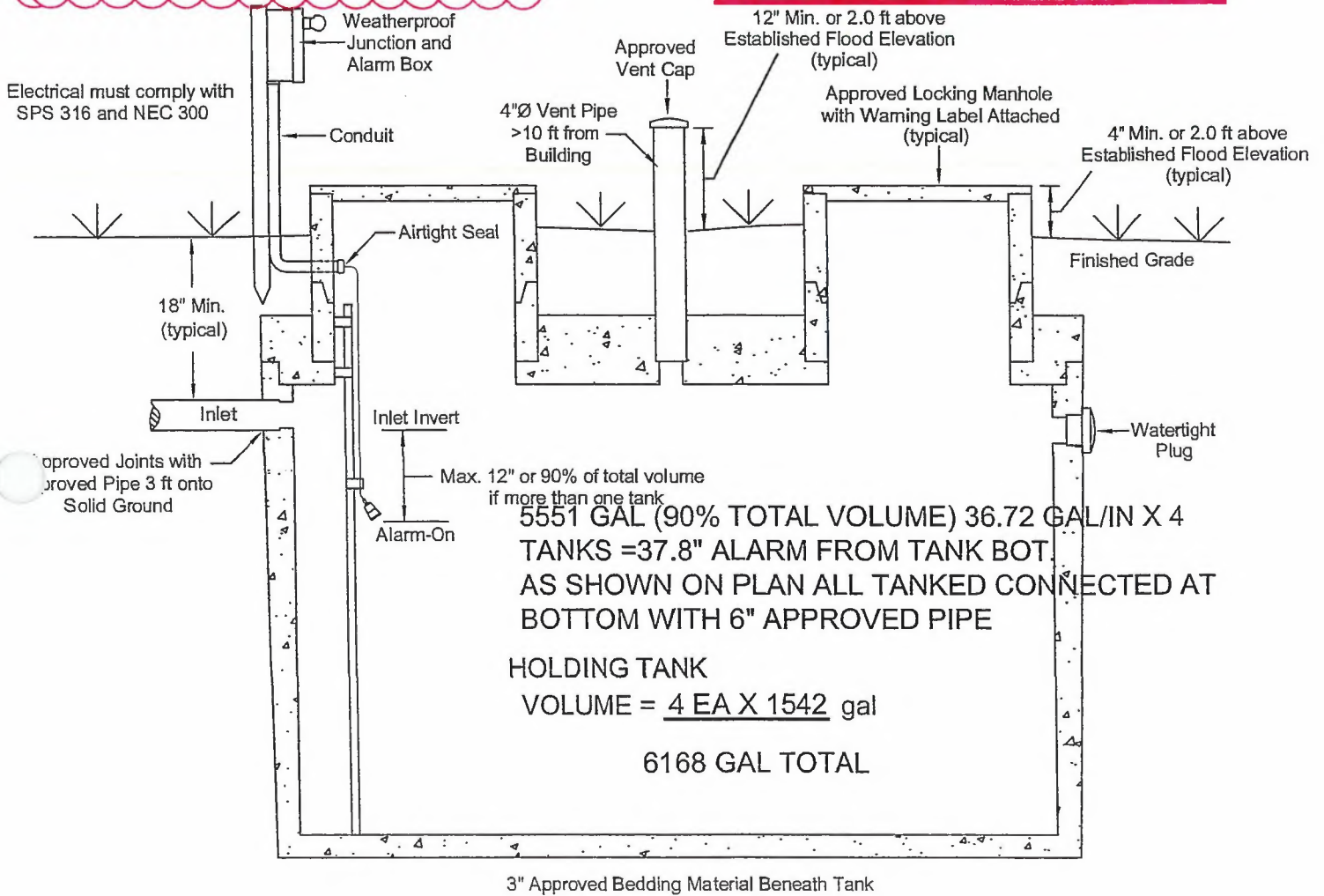
10 employees	SHOP MAX USE
13 gpd/employee	
130 GPD	
3 bedroom	CURRENT USE OFFICE
100 gpd/bedroom	SO WELL ABOVE
300 GPD	CAPACITY FOR THAT USE
4 floordrains	BETWEEN OFFICE/HOUSE
25 gpd/floordrain	AND SHOP*
100 GPD	ALL GARAGE DRAINS TO GRADE*
530 GPD X 5	2650 GAL TANK MIN
	PROPOSE 2 X 1542 GAL

NO MIXED WASTE, SEPERATE EXISTING PLUMBING SYSTEM FOR GARAGE / SHOP FLOOR DRAINS

# HOLDING TANK SPECIFICATIONS (No Scale)

See approval letter for specific conditions. These holding tanks are solely approved to accept domestic wastewater.

\*NO WASHING OF VEHICLES



TANK MANUFACTURER: GROVE CONCRETE & SUPPLY INC.

Anchor tank as necessary pursuant to SPS 383.43(8)(g)

Ballast Weight = [(cu.ft.tank.vol x 62.4 lbs/cu.ft) - lbs.tank.wt] x 1.5

Ballast Weight = [( \_\_\_\_\_ cu.ft. x 62.4 lbs/cu.ft) - \_\_\_\_\_ lbs] x 1.5 = \_\_\_\_\_ lbs

SEE BALLAST CALCULATION ON ATTACHMENT #1A (NONE REQ)

# Holding Tank Management Plan

## IMPORTANT:

The owner of this holding tank(s) shall be responsible for its perpetual operation and maintenance pursuant to requirements of SPS 382-384, Wisc. Admin. Code. Pursuant to SPS 383.52 (2), Wisc. Admin. Code, this holding tank(s), shall be considered a human health hazard if not maintained in accordance with this approved management plan. Furthermore, all inspection and maintenance activities shall be performed by a registered POWTS Maintainer in accordance with SPS 383.52 (3), Wisc. Admin. Code.

Estimated Daily Wastewater Flow = 530 gpd

## Inspection Checklist

INSPECT EVERY 3 YEARS

- o type of use
- o age of system
- o nuisance factors (*i.e.* odors, user complaints, *etc.*)
- o mechanical malfunction (*i.e.*, pumps, valves, switches, floats, *etc.*)
- o material fatigue (*i.e.*, leaks, breaks, corrosion, *etc.*)
- o neglect or improper use (*i.e.*, exceeding design capacities, prohibited activities, *etc.*)
- o electrical components (*i.e.*, wiring, connections, switches, controls, timers, alarms, *etc.*)
- o surface discharge of effluent or sewage back-up into structure served

## SERVICING FREQUENCY

- o The tank(s) shall be pumped by a certified septage servicing operator licensed under s. 281.48 Wisc. Stats. when the wastewater in the tank(s) reaches a level of one foot below the inlet invert of the tank(s). Disposal of contents shall be pursuant to NR 113, Wisc. Admin. Code.

Tank pumping reports shall be submitted to the proper local government unit in accordance with SPS 383.55 Wis. Admin. Code. Report any component failure or malfunction to:

Name of individual or company: PATS Service, Inc. Phone: 262-537-4988  
 Local government unit: CITY OF ~~XXX~~ FRANKLIN 414-425-0084 Phone: ~~XXX-XXX-XXXX~~  
 Local government unit address: 9229 W. LOOMIS ROAD, FRANKLIN ZIP: 53132

Any defective part of this system shall be repaired, replaced, or removed pursuant to SPS 383.51 (1), Wisc. Admin. Code. Repair or replacement of failed or malfunctioning components shall comply with SPS 383, Wisc. Admin. Code. No product for chemical or physical restoration of the POWTS may be used unless approved by the department in accordance with SPS 384, Wisc. Admin. Code.

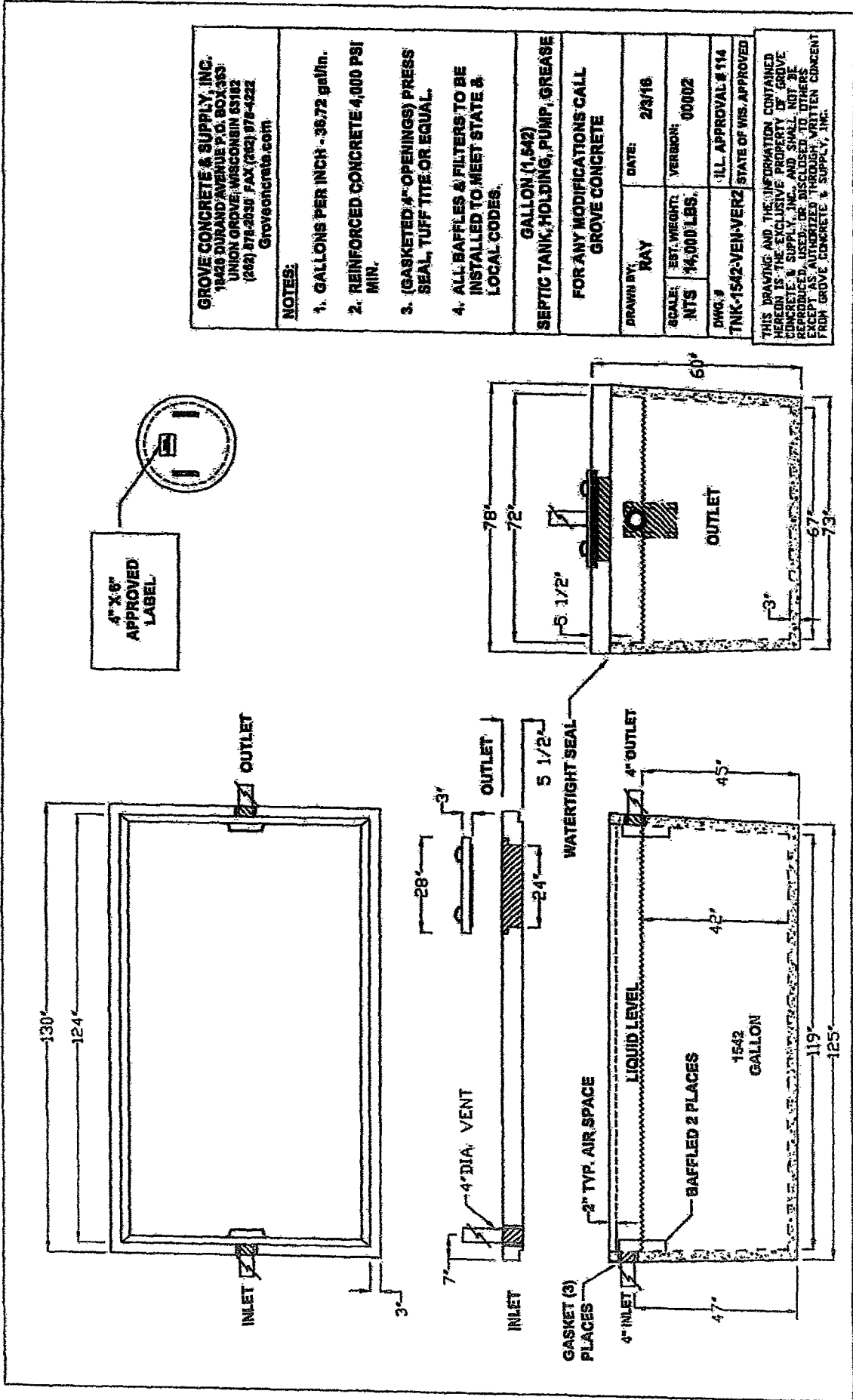
## Contingency Plan

In the event that any failed component of this holding tank(s) cannot be repaired, it shall be replaced pursuant to a plan submitted to the appropriate agency for review and approval.

## System Abandonment

If use of this tank(s) is discontinued, it shall be abandoned in accordance with SPS 383.33, Wisc. Admin. Code.

ATTACHMENT #1 - HOLDING TANK(S)



<b>GROVE CONCRETE &amp; SUPPLY, INC.</b> 18428 DURAND AVENUE P.O. BOX 353 UNION GROVE, WISCONSIN 53182 (262) 878-2636 FAX (262) 878-4222 Groveconcrete.com	
<b>NOTES:</b> 1. GALLONS PER INCH - 36.72 gal/in. 2. REINFORCED CONCRETE 4,000 PSI MIN. 3. (GASKETED 4" OPENINGS) PRESS SEAL, TUFF TITE OR EQUAL. 4. ALL BAFFLES & FILTERS TO BE INSTALLED TO MEET STATE & LOCAL CODES.	
<b>GALLON (1,542)</b> <b>SEPTIC TANK, HOLDING, PUMP, GREASE</b> <b>FOR ANY MODIFICATIONS CALL</b> <b>GROVE CONCRETE</b>	
<b>DRAWN BY:</b> RAY	<b>DATE:</b> 2/3/16
<b>SCALE:</b> NTS	<b>EST. WEIGHT:</b> 14,000 LBS.
<b>DWG. #</b> TNK-1542-VEN-VER2	<b>VERSION:</b> 00002
<b>ILL. APPROVAL # 114</b> STATE OF WIS. APPROVED	
<small>THIS DRAWING AND THE INFORMATION CONTAINED HEREON IS THE EXCLUSIVE PROPERTY OF GROVE CONCRETE &amp; SUPPLY, INC. AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED THROUGH WRITTEN CONSENT FROM GROVE CONCRETE &amp; SUPPLY, INC.</small>	

# ATTACHMENT #1A

## Holding Tank Anchoring Calculations (Soil or Concrete)

Tank Manufacturer: Grove Concrete and Supply, Inc				
Tank Size: 1542				
	Tank Dimensions:	Actual Average (Inside)	(Outside)	
	Total Width:	69.5 in.	78 in.	
	Total Length:	121.5 in.	130 in.	
	Total Height:	51.5 in.	60 in.	
	Weight:	14000 lbs		

A. Calculate cubic Feet of tank:

$$51.5 \text{ inches high} \times 69.5 \text{ inches wide} \times 121.5 \text{ inches long} = 434879 \text{ cubic inches}$$

$$434879 \text{ cubic inches} / 1728 = 251.666 \text{ Cubic Feet}$$

B. Convert the displacement to the weight of water:

$$251.666 \text{ cubic feet from (from line A)} \times 62.4 \text{ (Weight of 1 cubic feet of water)} \times 1.5 \text{ (Safety Factor)} = 23555.9 \text{ lbs. of lift potential}$$

C. Weight needed to counter buoyancy:

$$23555.9 \text{ lbs. (from line B)} - 14000 \text{ lbs. (weight of tank)} = 9555.94$$

$$9555.94 \text{ lbs. needed to anchor tank}$$

D. Weight needed over tank cover, plus safety factor:

$$78 \text{ inches wide of tank cover} \times 130 \text{ inches long of tank cover} = 10140$$

$$70.42 \text{ square feet of cover} \times 0.083 \text{ (1 inch in foot decimal)} = 5.84458$$

$$5.84458 \text{ Cubic foot space of 1 inch of tank cover}$$

E. Weight of 1 inch of space over entire cover:

$$5.84458 \text{ cubic feet of space (from line D)} \times 110 \text{ lbs. / cubic foot} = 642.904 \text{ lbs. / inch space above cover}$$

F. Inches of soil to counter buoyancy:

$$9555.94 \text{ lbs. (from line C)} / 642.904 \text{ lbs. per inch of soil (from line E)} = 14.8637$$

$$14.8637 \text{ inches soil needed over tank cover}$$

Or

$$9555.94 \text{ lbs. (from line C)} / 4050 \text{ lbs. Per cubic yard} = 2.35949 \text{ yards of concrete needed over tank cover}$$

**352.1 ft3**  
**32955 lbs buoyancy**  
**18955 lbs req'd anchor**  
**30 in. soil**  
**4.7 yd3 concrete**

**PER PLAN - 36" INVERT (23" SOIL)**  
**ADD 1.1 CY CONCRETE OR BURY**  
**WITH 4" INVERT > 43"**

(b) Wastewater from uses other than those listed in Table 382.38-1, shall be discharged as specified by the department on a site-specific basis.

**Table 382.38 - 1**  
**Allowable Discharge Points by Fixture or Specific Uses**

Use or Fixture	Allowable Discharge Points					
	POWTS <sup>a</sup>	Municipal Sanitary Sewer	Municipal Storm Sewer	Ground Surface	Combined Sanitary-Storm Sewer	Subsurface Dispersal <sup>i</sup>
1. Cross connection control device or assembly [see s. SPS 382.33 (9) (i)]	X	X		X <sup>b, c, e</sup>	X	
2. Domestic wastewater	X	X			X	
3. Condensate from high efficiency furnace or water heater	X	X			X	
4. Drinking fountain	X	X	X	X <sup>b</sup>	X	X
5. Elevator pit drain [see s. SPS 382.33 (9) (f)]			X	X <sup>b</sup>	X	X
6. Enclosed public parking levels	X	X		X <sup>b</sup>	X	X
7. Industrial wastewater <sup>h</sup>	X <sup>f</sup>	X			X	
8. Municipal well pump house floor drain and sink	X	X		X <sup>b</sup>	X	X
9. One- and 2-family garage floor area [see s. SPS 382.34 (4) (b)]	X	X		X <sup>b</sup>	X	
10. Residential living unit air conditioner condensate	X	X <sup>g</sup>	X <sup>c</sup>	X <sup>b</sup>	X	X
11. Storm water, groundwater, fire sprinkler test discharge and clear water	X	X <sup>g</sup>	X <sup>c</sup>	X <sup>b</sup>	X	X
12. Secondary roof drain systems				X <sup>j</sup>		
13. Swimming pool or wading pool — diatomaceous earth filter backwash	X	X			X	
14. Swimming pool or wading pool — drain wastewater	X	X <sup>b</sup>	X <sup>b, c</sup>	X <sup>b, c</sup>	X <sup>b</sup>	X
15. Swimming pool or wading pool — sand filter backwash	X	X <sup>b</sup>	X <sup>b, c</sup>	X <sup>b, c</sup>	X <sup>b</sup>	X
16. Water heater temperature and pressure relief valve [see s. SPS 382.40 (5)]	X	X	X	X <sup>b</sup>	X	X
17. Wastewater from water treatment device	X	X	X <sup>c</sup>	X <sup>b, c</sup>	X	X
18. Whirlpool backwash drain and wastewater	X	X	X <sup>c</sup>	X <sup>b, c</sup>	X	
19. Discharges not specifically listed above	Contact the department					

<sup>a</sup> Allowed when the POWTS is designed to include designated wastewater.

<sup>b</sup> Unless prohibited by local municipality and when no nuisance is created.

<sup>c</sup> A discharge permit may be required by the department of natural resources.

<sup>e</sup> Allowed for exterior installation and when no sanitary sewer is in the building.

<sup>f</sup> Refer to the department of natural resources for discharge regulations.

<sup>g</sup> Fifty gallons per day.

<sup>h</sup> The department of natural resources may require WPDES permits for industrial discharges and may allow other options.

<sup>i</sup> Subsurface dispersal must comply with s. SPS 382.365.

<sup>j</sup> Discharge separate from the primary system and where observable.

**History:** CR 02-002; cr. Register April 2003 No. 568, eff. 5-1-03; CR 02-129; am. Table 82.38-1 line 15 Register January 2004 No. 577, eff. 2-1-04; CR 04-035; am. Table 82.38-1 Register November 2004 No. 587, eff. 12-1-04; CR 08-055; am. Table 82.38-1 Register February 2009 No. 638, eff. 3-1-09; correction in (3) (a), (b), Table 382.38-1 made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672.

JOB ADDRESS <b>6701 W Ryan Rd</b>	SUITE or UNIT #	PROPERTY OWNER / OCCUPANT'S NAME <b>Rose Investments, LLC</b>
PLUMBERS BUSINESS NAME <b>Mechanical Masters, Inc.</b>	PHONE NO <b>262-878-0875</b>	MAILING ADDRESS <b>6811 W Ryan Rd</b>
MAILING ADDRESS <b>312 S Beaumont Ave</b>		CITY / STATE / ZIP <b>Franklin, WI 53132</b>
CITY / STATE / ZIP <b>Kansasville, WI 53139</b>		PHONE NO <b>414-940-1182</b>
EMAIL ADDRESS <b>mechmast@gmail.com</b>		OWNER EMAIL <b>bstrbac@startruckingllc.com</b>
MASTER PLUMBER NAME <b>William Shenkenberg</b>	MASTER PLUMBERS LICENSE # <b>227993</b>	DESCRIPTION OF WORK (Required) <b>Holding tank installation</b>

CLASS OF WORK:	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> ADDITION	<input checked="" type="checkbox"/> ALTERATION
USE OF PROPERTY:	<input type="checkbox"/> 1 OR 2 FAMILY	<input type="checkbox"/> MULTI-FAMILY	<input checked="" type="checkbox"/> COMMERCIAL

<b>SANITARY:</b> New connection to <b>Public Main</b> (MUST contact Water Department 414-421-2613)		\$85 00 each	
From public main or curb to termination, Building Sewer # of Feet _____		\$85 00 ea 100 L.F. (round up to next 100')	
Inside Sanitary Building Drain System # of Feet _____		\$85 00 ea 100 L.F. (round up to next 100')	
Catch Basin / Site Drain/ Manhole # _____		\$55 00 each	
Repair or Terminate System		\$85 00 each	
<b>STORM:</b> New Connection to <b>Public Main</b> (MUST Contact Dept of Public Works 414-425-2592)		\$85 00 each	
From public main or curb to termination at building and any other on site piping # of Ft. _____		\$85 00 ea 100 L.F. (round up to next 100')	
Inside Storm Building Drain System # of Ft. _____		\$85 00 ea 100 L.F. (round up to next 100')	
Catch Basin <input type="checkbox"/> Parking Lot <input type="checkbox"/> Garage # _____		\$55 00 each	
Catch Basin <input type="checkbox"/> Yard Type # _____		\$30 00 each	
Repair or Terminate System		\$85 00 each	
<b>WATER:</b> New connection to <b>Public Main</b> (MUST contact Water Department 414-421-2613)		\$85 00 each	
From public main or curb, to termination at building * # of Feet _____		\$85 00 ea. 100' L.F. (round up to next 100')	
<b>* PLANS WITH A COMBINATION WATER SERVICE/FIRE PROTECTION LATERAL SHALL BE SUBMITTED TO THE FRANKLIN FIRE DEPARTMENT FOR APPROVAL PRIOR TO INSTALLATION</b>			
Repair or terminate System		\$85 00 each	
Street Cut (Provide Slurry Mix Backfill) (MUST Contact Dept of Public Works 414-425-2592)		\$555 per cut	
Mound System		\$450 00	
<input type="checkbox"/> Septic System <input checked="" type="checkbox"/> Holding Tanks <input type="checkbox"/> Private Sewage System Rehabilitation Program		\$335.00 each <b>X4</b>	<b>\$1,340.00</b>
GROUNDWATER Fees for POWTS: <b>Separate Check payable to</b> Industry Services Division <input type="checkbox"/> Enclosed		\$100 00	100.00
POWTS on site soils verification		\$280 00	
Plan Review for Private Onsite Waste Treatment Systems		\$220 00	
Replacement of building water piping, sewer piping etc.		\$70.00	
Lawn Irrigation system registration Submit location plans approved by Engineering Department		\$35 00	
Backflow Protection Device (for irrigation or commercial cross connection type) # _____		\$55 00 each	
Well Operating Permits (5 Year Permit) <input type="checkbox"/> New <input type="checkbox"/> Renewal		<input type="checkbox"/> \$70 00 New <input type="checkbox"/> \$85 00 Renewal	
<input type="checkbox"/> Well Abandonment <input checked="" type="checkbox"/> Septic Tank Abandonment		\$85 00 each	<b>85.00</b>
Plan Review for residential water calcs - <b>NOTE: Water calcs req. for ANY added demand or New Home.</b>		\$40 00	
Fixture Fee (New, Remodeled and/or capped) # of fixtures checked (Page 2) _____		\$17.00 per fixture	
(See Page 2 for OTHER FEES that may apply)			
		Subtotal:	<b>1,425.00</b>
<b>EXCEPT for A REPLACEMENT ONLY of an item as listed below</b>		<b>MINIMUM FEE</b>	<b>\$70.00</b>
REPLACEMENTS: <input type="checkbox"/> Single Fixture <input type="checkbox"/> Dishwasher <input type="checkbox"/> Gas Water Heater <input type="checkbox"/> Electric Water Heater <input type="checkbox"/> Water Softener		\$35.00 each	
		<b>TECHNOLOGY FEE: REQUIRED ON ALL PERMITS</b>	<b>\$7</b>
		<b>PLUMBING PERMIT (Checks payable to City of Franklin)</b>	<b>TOTAL FEE: 1,432.00</b>

*William Shenkenberg*  
 CONTRACTOR'S SIGNATURE

5/31/2023  
 DATE

CALL (414) 425-0084 TO SCHEDULE INSPECTIONS 24 HOURS NOTICE REQUIRED



a.

# Private Onsite Wastewater Treatment Systems ( POWTS) Inspection Report

(Attach to Permit)

County
Sanitary Permit No:
State Plan Transaction ID#:
Parcel Tax No:

istry Services Division  
**eral Information**

Personal information you provide may be used for secondary purposes [ Privacy Law, s. 15.04 (1)(m) ]

Permit Holder's Name:		City	Village	Town of:
CST BM Elev:	Insp BM Elev:	BM Description:		

**Tank Information**

TYPE	MANUFACTURER	CAPACITY
Septic		
Dosing		
Aeration		
Holding		

**Elevation Data**

STATION	BS	HI	FS	ELEV
Benchmark				
Bldg. Sewer				
St / Ht Inlet				
St / Ht Outlet				
Dt Inlet				
Dt Bottom				
Installation Contour				
Header / Man.				
Dist. Pipe				
Infiltrative Surface				
Final Grade				

**Tank Setback Information**

TANK TO	P/L	WELL	BLDG	VAIETNIZ-E	ROAD
Septic					NA
Dosing					NA
Aeration					NA
Holding					

**ump / Siphon Information**

Manufacturer				Demand	
Model Number				GPM	
TDH	Lift	Friction Loss	System Head	TDH	Ft
Forcemain Length		Dia		Dist. To Well	

**Dispersal Cell Information**

DIMENSIONS	Width	Length	No of Cells				
<b>SETBACK INFORMATION</b>	P/L	Bldg	Well	CH	Mcd	Na	Wdas
<b>CELL TO</b>							

Type of System	<b>LEACHING CHAMBER</b>	Manufacturer:
		Model Number:

**Distribution System**

Header / Manifold Length _____ Dia _____	Distribution Pipe(s) Length _____ Dia _____ Spac _____	X Pressure Systems Only	X Hole Size	X Hole Spacing	Observation Pipes 0 Yes 0 No
--	--	-------------------------	-------------	----------------	---------------------------------

**Soil Cover**

Depth Over Cell Center	Depth Over Cell Edges	Depth of Topsoil	Seeded / Sodded 0 Yes 0 No	Mulched 0 Yes 0 No
------------------------	-----------------------	------------------	-------------------------------	-----------------------

COMMENTS: (Include code discrepancies, persons present, etc.)

Plan revision required? 0 Yes 0 No							
Use other side for additional information	Date	POWTS Inspector's Signature					Cert No



**Department of Safety  
& Professional Services,  
Industry Services Division**

County  
**Milwaukee**  
Sanitary Permit Number (to be filled in by Co.)

**Sanitary Permit Application**

In accordance with SPS 383.21(2), Wis. Adm. Code, submission of this form to the appropriate governmental unit is required prior to obtaining a sanitary permit. Note: Application forms for state-owned POWTS are submitted to the Department of Safety and Professional Services. Personal information you provide may be used for secondary purposes in accordance with the Privacy Law, s. 15.04(1)(m), Stats.

State Transaction Number  
**PWTS-032300361-C**  
Project Address (if different than mailing address)

**6701 W Ryan Rd**

**I. Application Information - Please Print All Information**

Property Owner's Name  
**DALMA PROPERTIES LLC**

Parcel #  
**8989999000**

Property Owner's Mailing Address  
**6701 W RYAN RD**

Property Location  
Govt. Lot 12  
**NW 1/4, NE 1/4, Section 27**

City, State Zip Code Phone Number  
**Franklin, WI 53132 414-940-1182**

**II. Type of Building (check all that apply)**  
 1 or 2 Family Dwelling - Number of Bedrooms \_\_\_\_\_  
 Public/Commercial - Describe Use Office/Warehouse  
 State Owned - Describe Use \_\_\_\_\_

Lot # \_\_\_\_\_  
Block # \_\_\_\_\_  
CSM Number \_\_\_\_\_  
T 5 N R 21  Dr W  
Subdivision Name \_\_\_\_\_  
 City of Franklin  
 Village of \_\_\_\_\_  
 Town of \_\_\_\_\_

**III. Type of POWTS Permit: (Check either "New" or "Replacement" and other applicable on line A. Check one box on line B. Complete line C if applicable.)**

A.  New System  Replacement System  Other Modification to Existing System (explain) \_\_\_\_\_  Additional Pretreatment Unit (explain) \_\_\_\_\_  
B.  Holding Tank  In-Ground (conventional)  At-Grade  Mound  Individual Site Design  Other Type (explain) \_\_\_\_\_  
C.  Renewal Before Expiration  Revision  Change of Plumber  Transfer to New Owner  
List Previous Permit Number and Date Issued \_\_\_\_\_

**IV. Dispersal/Treatment Area and Tank Information**

Design Flow (gpd) <b>530</b>	Design Soil Application Rate(gpd/sf)	Dispersal Area Required (sf)	Dispersal Area Proposed (sf)	System Elevation						
Tank Information	Capacity in Gallons		Total Gallons	# of Units	Manufacturer	Prefab Concrete	Site Constructed	Steel	Fiber Glass	Plastic
	New Tanks	Existing Tanks								
Septic or Holding Tank	<b>1,542</b>		<b>6,168</b>	<b>4</b>	<b>Grove Concrete</b>	<b>X</b>				
Dosing Chamber										

**V. Responsibility Statement: I, the undersigned, assume responsibility for installation of the POWTS shown on the attached plans.**

Plumber's Name (Print) **William Shenkenberg** Plumber's Signature *William Shenkenberg* MP/MPRS Number **227993** Business Phone Number **262-878-0875**  
Plumber's Address (Street, City, State, Zip Code)  
**312 S Beaumont Ave Kansasville, WI 53139**


**VI. County/Department Use Only**

Approved  Disapproved  Owner Given Reason for Denial Permit Fee \$ \_\_\_\_\_ Date Issued \_\_\_\_\_ Issuing Agent Signature \_\_\_\_\_

Conditions of Approval/Reasons for Disapproval

Attach to complete plans for the system and submit to the County only on paper not less than 8 1/2 x 11 inches in size



<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> June 6, 2023
Reports & Recommendations	<b>Resolution to Issue Change Order No. 3 to Wanasek Corporation for the Ryan Creek Interceptor Odor Reduction Project in the Amount of \$15,165.24</b>	<b>ITEM NO.</b> Ald. Dist. No. 6 <b>G.5.</b>

**BACKGROUND**

On December 15, 2020, Staff was directed to proceed with design and efforts to develop additional modifications to the Ryan Creek Interceptor Odor Reduction Project. Wanasek Corporation is the contractor and after a substantial delay (due to the Waukesha return water line project) we are finally able to bring the project to completion.

**ANALYSIS**

The delay of being able to complete the project caused additional expenses to labor and materials. This change order includes additional driveway work, landscaping efforts, And cellular radio equipment to alert staff for situations such as when electric power goes out.

Through a series of negotiations with Staff, Wanasek Corporation has provided an itemized cost estimate of \$15,165.24 and Ruekert & Mielke has reviewed the unit prices and find the costs appropriate.

\$199,000.00	Original Wanasek Bid
\$ 9,030.00	Change Order No. 1
\$130,064.00	Change Order No. 2
<u>\$ 15,165.24</u>	Change Order No. 3
\$353,259.24	Total Project for Wanasek

**OPTIONS**

Direct Staff to authorize Change Order No. 3 to Wanasek.

**FISCAL NOTE**

This additional cost will be covered by the sewer utility account 61-0731-5829 Sanitary Sewer Rehab.

Failure to get the system operational and accepting flows from Muskego would result in repayment of funds received from MMSD and negate all future payments extending to 2031. Total impact is over \$30 million.

**RECOMMENDATIONS**

Adopt Resolution 2023-\_\_\_\_\_ a resolution to direct Staff to authorize Change Order No. 3 to Wanasek Corporation in the amount of \$ 15,165.24.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023- \_\_\_\_\_

RESOLUTION TO ISSUE CHANGE ORDER NO. 3 TO WANASEK CORPORATION FOR  
THE RYAN CREEK INTERCEPTOR ODOR REDUCTION PROJECT IN THE AMOUNT OF  
\$15,165.24

---

WHEREAS, the Wanasek Corporation from Burlington, WI was awarded the construction project for The Ryan Creek Interceptor Odor Reduction Project; and

WHEREAS, an unrelated project by the Waukesha Water Utility caused significant delays for Wanasek to complete this project; and

WHEREAS, a radio system was added to alert Staff of system operations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Staff authorize a Change Order No. 3 be issued to Wanasek Corporation for 15,165.24.

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 \_\_\_\_\_



# Change Order Request

Change Order Request Number: 20-252 09-002

Wanasek Job # \_\_\_\_\_

Date: 5/26/2023

Project: Ryan Creek Intercep. Odor Reduction

Customer Project # \_\_\_\_\_

To: Ruekert & Mielke  
 Attn: Dave Arenott

From: Wanasek Corporation  
29606 Durand Ave  
Burlington, WI 53105

Phone:  
 Fax:

Phone: 262-763-3561  
 Fax: 262-767-9917

We hereby propose to make the following changes:

Work was quoted in 3-4-21, Installed 12-14-22,  
 Landscaping spring 2023

1 Lee- Mechanical Labor Increases	\$	678.30
2 Lee- Electrical Labor Increases	\$	841.05
3 Wanasek Labor	\$	396.78
4 Added 5" Concrete Driveway	\$	4,002.23
5 Landscaping Increases	\$	1,050.00
6 WE Energies Electrical Service	\$	2,502.68
7 WE Energies Gas Service	\$	3,520.70
8 Cellular Radio Equipment	\$	2,173.50

**Change Order Price \$ 15,165.24**

5/26/2023

Labor

Labor Type	Man Hours	\$/Hr	Tax	Total
Foreman	12	\$ 94.12		\$ 1,129.44
				\$ -
Laborer	17	\$ 86.32		\$ 1,467.44
				\$ -
				\$ -
				\$ -

Subtotal:	\$ 2,596.88
Mark-Up (15%):	\$ 389.53
<b>Total Labor:</b>	<b>\$ 2,986.41</b>

Material

Material	Quantity	Units	Cost	Total
Concrete	8	CY	\$ 151.26	\$ 1,210.08
6x6-W1.4/W1.4	417	SF	\$ 0.55	\$ 229.35
Concrete Sealer	417	SF	\$ 0.12	\$ 50.04
				\$ -
				\$ -

Subtotal:	\$ 1,489.47
Mark-Up (15%):	\$ 223.42
Sales Tax:	
<b>Total Materials:</b>	<b>\$ 1,712.89</b>

Equipment

Equipment	Quantity	Units	Cost	Total
FOREMAN TRUCK	12		\$ 28.38	\$ 340.56
CONCRETE FOREMAN TRUCK	6.5		\$ 28.38	\$ 184.47
SINGLE AXLE W/TRAILER	1.5		\$ 38.03	\$ 57.05
SINGLE AXLE DUMP	1.5		\$ 23.03	\$ 34.55
				\$ -
				\$ -

Subtotal:	\$ 616.62
Mark-Up (15%):	\$ 92.49
<b>Total Equipment:</b>	<b>\$ 709.11</b>

Subcontracts


Subcontractor	Total

Slab Area: 12'x17' - (9'x9') -(3'x5') = 108 SF  
 Driveway\* 17'x18' = 309 SF  
 Total: 417 SF

Subtotal:	\$ -
Mark-Up (5%):	\$ -
<b>Total Subcontractors:</b>	<b>\$ -</b>

Slab Area = \$1,406.19  
 Driveway = \$4,002.23  
 Total = \$5,408.42

<b>Total Change Order Request:</b>	<b>\$ 5,408.42</b>
------------------------------------	--------------------

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> June 6, 2023
Reports & commendations	<b>Work Change Directive No. 4 for Survey Monument Work To Buteyn-Peterson Construction Co., Inc. For The Franklin Corporate Park – South Hickory Street Improvements</b>	<b>ITEM NO.</b> Dist. No. 4 G.6.

**BACKGROUND**

On April 19, 2022, Common Council awarded the S. Hickory Street improvements to Buteyn-Peterson Construction Co., Inc. in the amount of \$2,993,327.00. S. Hickory Street will be a new street in the Franklin Corporate Park connecting W. Oakwood Road to the current terminus of W. Elm Road. Improvements to W. Oakwood Road were added to accommodate development along S. Oakwood Road. This work is included in the Tax Increment District (TID) 8 and needed for commitments to developers within TID 8.

In the process of completing the work, Southeastern Wisconsin Regional Planning Commission (SEWRPC) replaced a survey monument in a curb section and damaged the curb. SEWRPC is unable to move or relocate the monument which has resulted in a need to redesign and replace the curb section to prevent the curb from cracking again.

**ANALYSIS**

The design consultant, Ruckert-Mielke, has worked with the contractor and Staff to provide a suitable solution that is expected to cost an additional \$5,700 - \$8,200. When the exact amount is known, after construction, the final cost will be included in a Change Order.

**OPTIONS**

Approve or deny the Work Change Directive.

**FISCAL NOTE**

The Tax Increment District (TID) 8 budget and borrowing which was already executed for the construction of this road was \$3.5 million. This Change Order has no effect on the project budget. From Change Order No. 3, the total of \$3,035,569.10 still leaves \$464,431.90 within the budget, enough to cover this cost increase.

\$257,750.00	R&M Amendment 4- S. Hickory Road design work (Nov 16, 2021)
\$28,100.00	R&M Amendment 5- Oakwood median design work (Dec 21, 2021)
\$2,993,327.00	Buteyn-Peterson construction project (April 19, 2022)
\$444,550.00	R&M Amendment 6 for full time inspection services (April 19, 2022)
(874,232.70)	Reimbursement from MMSD Green funds (May 3, 2022)
\$46,110.00	PSI Contract for materials testing (June 7, 2022)
\$92,666.25	WE Energies Relocation Work (June 7, 2022)
\$15,139.10	BP Change Order No. 1- Drain Tile / Driveway Access (September 6, 2022)
\$1,920.00	Actual BP Change Order No. 2- Asbestos (September 6, 2022 approved for \$4,000)
[\$27,489.50-	BP <del>Change Order</del> Work Change Directive - 2023 Surface Paving (October
\$30,238.45]	18, 2022) [Range, price yet to be determined based on actual quantities]
0.00	BP Change Order No. 3- Street Lighting Supply Issues (December 6, 2022)
<b>\$3,035,569.10</b>	<b>Current total for S. Hickory Street (40-0331)</b>

**COUNCIL ACTION REQUESTED**

Motion to direct Buteyn-Peterson Construction Co., Inc. to complete the work described in Work Change Directive No. 4 to accommodate the survey monument work.

Engineering: GEM

Date of Issuance:	May 25, 2023	Effective Date:	Upon Council Approval
Project:	Franklin Corporate Park	Owner:	City of Franklin
Contract:	South Hickory Street Pavement Improvements		
Contractor:	Buteyn-Peterson Construction Co., Inc.	Engineer:	Ruekert & Mielke, Inc.
Address:	N7337 Dairyland Drive	Engineer's Project No.:	58-10013.310
	Sheboygan, WI 53083	Effective Date of Contract:	May 16, 2022

Contractor is directed to proceed promptly with the following change(s):

Description:

Provide additional compensation to Buteyn-Peterson Construction Co., Inc. for removing and replacing curb and gutter on West Oakwood Road to allow the existing section corner monument to be reset. Details of this item can be found in the documents attached to this change order.

Reason for Work Change Directive:

See Attachments

Attachments:

1. Attachment A for Work Change Directive No 4 prepared by Ruekert & Mielke, Inc.
2. Curb and gutter and section corner monument replacement plan prepared by Ruekert & Mielke, Inc. dated May 2, 2023.
3. Price proposal from Buteyn-Peterson Co., Inc. dated May 16, 2023.

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of the attached estimated price proposal and necessity to expedite Work described herein prior to issuing a formal change order with final amount.

**Estimated Changes:**

Estimated

Price Range: \$ \$5,700 to 8,200 Increase (See Attached)

Contract Time --- days increase.

00 63 49-1

05/25/23

~Franklin City 58-10013 Franklin Corporate Park > 310 Construction - South Hickory Pavement > Changes > 00 63 49 Work Change Directive No 4 - South Hickory Street Pavement Improvements~

Ruekert & Mielke, Inc.

The above changes are Approved by:

RECOMMENDED:

By: **Anthony D. Petersen**  
Digitally signed by Anthony D. Petersen  
 Date: 2023.05.25 08:46:16 -05'00'  
 Engineer (Authorized Signature)

Date: May 25, 2023

ACCEPTED:

By: *H. Joseph Ruz*  
 Contractor (Authorized Signature)

Date: 5/31/2023

ACCEPTED:

Mayor

By: John Nelson

Date: \_\_\_\_\_

ACCEPTED:

City Clerk

By: Karen Kasetenson

Date: \_\_\_\_\_

ACCEPTED:

Director of Finance & Treasurer

By: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED:

City Attorney

By: Jesse A. Wesolowski

Date: \_\_\_\_\_

00 63 49-2



**Attachment A for Work Change Directive No. 4**

South Hickory Street Pavement Improvements, Franklin, WI

May 25, 2023

Page 1

The purpose of this work change directive is to summarize modifications made to the project that affect the contract price and/or contract times. A description of the modifications made to the construction contract are listed below.

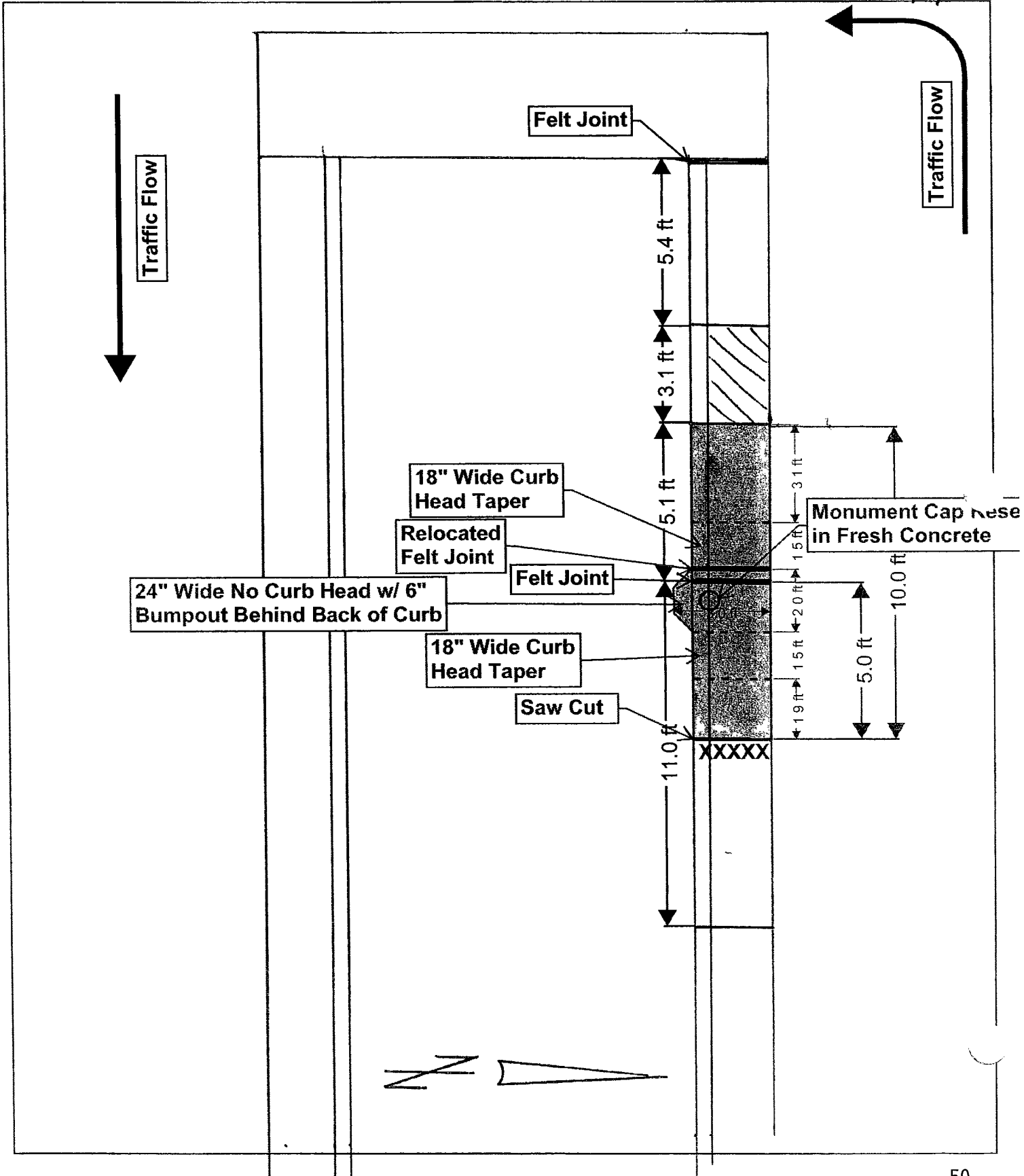
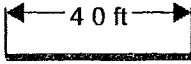
1. Provide for additional compensation to Buteyn-Peterson Co , Inc for removing and replacing cracked curb and gutter on West Oakwood Road to allow the existing section corner monument to be reset. Details of the proposed curb and gutter and section corner monument replacement plan can be found on the attached exhibit prepared by Ruekert & Mielke, Inc dated May 2, 2023. A price proposal to complete the additional work was submitted by Buteyn-Peterson Co , Inc in an email dated May 16, 2023. The email is attached to this work change directive.

Contract Price is estimated to **increase between \$5,700 and \$8,200** for this item depending upon whether the existing asphalt adjacent to the curb and gutter can remain in place and depending upon the amount of vegetation restoration that needs to be completed.

05/25/23

~ Franklin City 58-10013 Franklin Corporate Park > 310 Construction - South Hickory Pavement > Changes > Attachment A to Work Change Directive No 4 - Hickory Street Pavement Improvements~

ruekertmielke.com



## Petersen, Anthony

---

**From:** Joe Ruetz <joe.Ruetz@jpsbp.com>  
**Sent:** Tuesday, May 16, 2023 3:59 PM  
**To:** Petersen, Anthony  
**Subject:** FW: Oakwood Road Section Corner Monument

**Caution:** This is an external email of your Organization. Please take care when clicking links or opening attachments.

Andy,

Here is Stark's pricing.

Items 3-5 they are hoping to not disturb the asphalt. It would add approx. \$2500 to patch and seed if needed.

I know it's a lot but you need trucks and crews for even this small of work with minimums for sawing and concrete redi-mix prices.

Thanks

Joe

**From:** Steve Bautch <steveb@starkcorp.us>  
**Sent:** Monday, May 15, 2023 3:14 PM  
**To:** Joe Ruetz <joe.Ruetz@jpsbp.com>  
**Subject:** RE: Oakwood Road Section Corner Monument

1. Bid Item 3 – Full Depth Pavement Saw Cutting: 19 LF @ \$2.50/LF = \$47.50. [REDACTED]
  2. Bid Item 64 – Remove and Replace Concrete Curb and Gutter, 30-inch (West Oakwood Road): 10 LF @ \$27.80 per LF = \$278. [REDACTED]  
[REDACTED]
- Total: \$5,700.00
3. Bid Item 71 – Asphaltic Concrete Binder Course, 4-Inch: 0.5 Tons @ \$75.55 per Ton = \$37.78.
  4. Bid Item 72 – Asphaltic Concrete Surface Course, 2-Inch: 0.25 Tons @ \$91 per Ton = \$22.75.
  5. Bid Item 87 – Seed, Fertilizer, and Class 1, Type A Erosion Mat: 4 SY @ \$3.75 per SY = \$15.

Let me know if this is approved.

Thanks

**Steve Bautch**  
**Project Manager**  
Stark Pavement Corporation,  
f/k/a Stark Asphalt a Division of Northwest Asphalt Products Inc.,  
12845 W. Burleigh Rd.  
Brookfield, WI 53005  
Office: 414-466-7820 ext. 150  
Fax: 262-784-6840  
Cell: 414-388-5809  
[steveb@starkcorp.us](mailto:steveb@starkcorp.us)

[www.starkcorp.us](http://www.starkcorp.us)



From: Joe Ruetz <joe.Ruetz@jpsbp.com>  
Sent: Tuesday, May 9, 2023 12:31 PM  
To: Steve Bautch <steveb@starkcorp.us>  
Subject: FW: Oakwood Road Section Corner Monument

Steve  
Can you give me a "realistic" cost for this work, not the engineers contract prices!!  
Thanks  
Joe

From: Petersen, Anthony <apetersen@ruekert-mielke.com>  
Sent: Wednesday, May 03, 2023 3:22 PM  
To: Joe Ruetz <joe.Ruetz@jpsbp.com>  
Cc: Glen Morrow <GMorrow@franklinwi.gov>; TBeinlich@franklinwi.gov; Tierney, Peter <PTierney@ruekert-mielke.com>; Traeger, Andrew J. <atraeger@sewrpc.org>; Vincent, Mathew <MVincent@ruekert-mielke.com>  
Subject: FW: Oakwood Road Section Corner Monument

Resending to include Matt Vincent as a cc instead of Matt Klein. Apologies for the inconvenience.

**Anthony D. Petersen, P.E.** (WI, IA)  
*Senior Project Manager*  
Office 262 542.5733  
Direct 262 953 3028  
Mobile 262 951.8890



☎ 262-953-3028  
☎ 262-951-8890  
✉ apetersen@ruekert-mielke.com  
🌐 ruekertmielke.com



Learn how our employee owners "make community possible" at R/M! [Watch Video](#)

From: Petersen, Anthony  
Sent: Wednesday, May 3, 2023 3:18 PM  
To: Joe Ruetz <joe.Ruetz@jpsbp.com>  
Cc: Glen Morrow <GMorrow@franklinwi.gov>; TBeinlich@franklinwi.gov; Klein, Matthew <MKlein@ruekert-mielke.com>; Tierney, Peter <PTierney@ruekert-mielke.com>; Traeger, Andrew J. <atraeger@sewrpc.org>  
Subject: Oakwood Road Section Corner Monument

Hello Joe-

Attached is a plan to address the issue of having the section corner monument in the curb and gutter on Oakwood Road. The plan involves removing about 10 LF of curb and gutter, coordinating with SEWRPC for timing of installing the monument cap in fresh concrete before it sets and replacing the curb and gutter following the details shown on the attached drawing. Details on the drawing are intended to maximize concrete support around the monument cap while minimizing concerns with plowing. We will also need to cut out and remove a strip of asphalt in front of the curb flange (up to 24" wide) to facilitate removal and replacement of the cracked curb. The asphalt will then need to be patched in after the curb and section corner monument are replaced.

The City would like to compensate Buteyn-Peterson for this work utilizing existing bid items and unit pricing in the contract. Therefore, I anticipate the estimated additional quantities and associated cost to complete this work will be as follows:

1. Bid Item 3 – Full Depth Pavement Saw Cutting: 19 LF @ \$2.50/LF = \$47.50.
2. Bid Item 64 – Remove and Replace Concrete Curb and Gutter, 30-inch (West Oakwood Road): 10 LF @ \$27.80 per LF = \$278.
3. Bid Item 71 – Asphaltic Concrete Binder Course, 4-inch: 0.5 Tons @ \$75.55 per Ton = \$37.78.
4. Bid Item 72 – Asphaltic Concrete Surface Course, 2-Inch: 0.25 Tons @ \$91 per Ton = \$22.75.
5. Bid Item 87 – Seed, Fertilizer, and Class 1, Type A Erosion Mat: 4 SY @ \$3.75 per SY = \$15.

The total estimated cost using the items above is \$401.03.

Please do not hesitate to call me if you have any questions.

Thank You

**Anthony D. Petersen, P.E. (WI, IA)**

*Senior Project Manager*

Office. 262 542.5733

Direct 262 953 3028

Mobile 262.951 8890

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>H</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">06/06/23</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR AN APPROXIMATELY 4,000 SQUARE FOOT ACCESSORY STRUCTURE UPON PROPERTY LOCATED AT 8570 SOUTH 116TH STREET (ROBERT G. MONTGOMERY, APPLICANT)</b></p>	<p style="text-align: center;"><b>Ald. Dist. 6 ITEM NUMBER</b></p> <p style="text-align: center;">G.7.</p>

At the May 18, 2023, regular meeting, the Plan Commission carried a motion to recommend approval of this special use resolution with not changes to the conditions of approval. A copy of the draft resolution and related materials is attached.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution 2023-\_\_\_\_\_, imposing conditions and restrictions for the approval of a special use for an approximately 4,000 square foot accessory structure use upon property located at 8570 South 116th Street, bearing Tax Key No. 842-9995-015, (ROBERT G. MONTGOMERY, APPLICANT)

RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR AN APPROXIMATELY 4,000 SQUARE FOOT ACCESSORY STRUCTURE UPON PROPERTY LOCATED AT 8570 SOUTH 116TH STREET (ROBERT G. MONTGOMERY, APPLICANT)

WHEREAS, Robert G. Montgomery having petitioned the City of Franklin for the approval of a Special Use in a residential zoning district [the application is for the purpose of constructing an approximately 4,000 square foot (approximately 40 feet wide by 100 feet long) accessory structure, said structure to be located approximately 100 feet to the east of the existing home (setback 128 feet from the north property line), for personal storage and hobby work] (accessory structures over 1,200 square feet require Special Use approval per Ordinance 2020-2448, adopted on September 15, 2020)], property zoned R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District, located at 8570 South 116th Street, bearing Tax Key No. 842-9995-015, more particularly described as follows:

That part of the West 1/2 of the Southeast 1/4 Section 18, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin, bounded and described as follows: Commencing at a point in the West line of said 1/4 Section, North 0°16'0" West 680.00 feet from the Southwest corner of said 1/4 Section; continuing thence North 0°16'40" West along the West line of said 1/4 Section, 200.00 feet to a point; thence South 89°25'35" East and parallel to the South line of said 1/4 Section, 1323.83 feet to a point in the East line of the West 1/2 of said 1/4 Section; thence South 0°16'24" East along the East line of the West 1/2 of said 1/4 Section, 880.00 feet to a point in the South line of said 1/4 Section; thence North 89°25'35" West along the South line of said 1/4 Section, 597.76 feet to a point, said point being 726.00 feet South 89°25'35" East of the Southwest corner of said 1/4 section; thence North 0°16'40" West and parallel to the West line of said 1/4 Section, 680.00 feet to a point; thence North 89°25'35" West and parallel to the South line of said 1/4 Section 726.00 feet to the place of beginning; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 18th day of May, 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



ROBERT G. MONTGOMERY – SPECIAL USE  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 2

harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it 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, meets 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 Robert G. Montgomery, 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 Robert G. Montgomery, successors and assigns, as a use in part of an accessory structure greater than 1,200 square feet use, which shall be developed in substantial compliance with, and operated and maintained by Robert G. Montgomery, pursuant to those plans City file-stamped May 4, 2023 and annexed hereto and incorporated herein as Exhibit A.
2. Robert G. Montgomery, 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 Robert G. Montgomery use in part of an accessory structure greater than 1,200 square feet, 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 Robert G. Montgomery and the use in part of an accessory structure greater than 1,200 square feet use, for the property located at 8570 South 116th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The applicant shall install temporary orange construction fencing at the boundary of the 50' wetland setback during construction to protect Natural Resources.

5. The applicant, owner(s) of the property, successors and assigns, shall submit a stormwater management and/or green infrastructure (GI) plan, or provide an exhibit demonstrating that the impervious surface does not meet requirements for stormwater/GI for Engineering Department review and approval, prior to the issuance of a building permit.

BE IT FURTHER RESOLVED, that in the event Robert G. Montgomery, 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 completion of the Robert G. Montgomery accessory structure construction.

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.

ROBERT G. MONTGOMERY – SPECIAL USE  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 4

Introduced at a regular meeting of the Common Council of the City of Franklin this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

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 \_\_\_\_\_

 **CITY OF FRANKLIN** 

**REPORT TO THE PLAN COMMISSION**

**Meeting of May 18, 2023  
Special Use**

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

<b>Project Name:</b>	<b>Montgomery Accessory Building Special Use</b>
<b>Property Owner:</b>	Montgomery, Robert G – Family Trust
<b>Applicant:</b>	Robert Montgomery
<b>Property Address/Tax Key Number:</b>	8570 South 116th Street/842 9995 015
<b>Aldermanic District:</b>	District 6
<b>Agent:</b>	Robert Montgomery
<b>Zoning District:</b>	R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District
<b>Use of Surrounding Properties:</b>	R-3 Suburban/Estate Single-Family Residence District and C-1 Conservancy District
<b>Application Request:</b>	To permit construction of a 4,000 square foot accessory structure
<b>Staff Planner:</b>	Marion Ecks, AICP; Wrayburn Consulting

**APPLICANT’S REQUEST**

The applicant, Robert Montgomery, request approval of a Special Use to construct a building with an increase to the maximum size of an accessory structure in accordance with Section 15-3.0702D. of the Unified Development Ordinance (UDO) (Added September 15, 2020 by Ordinance No. 2020-2448).

Mr. Montgomery is requesting to construct an approximately 4,000 square foot accessory structure for personal use upon property located at 8570 S. 116<sup>th</sup> Street. This property is approximately 18.741 acres, which permits a maximum accessory structure size of 1,200 square feet.

This project does not require a site plan approval as single-family residential use is exempt from this requirement per Unified Development Ordinance (UDO) Section 15-7.0101.

The accessory structure is proposed to have metal siding and a metal roof. A service door and larger barn style door are shown on the west elevation and windows are included on the south elevation. The north and east elevations contain no architectural features or elements other than siding.

The amendment adopted in 2020 allows the Plan Commission and Common Council to approve accessory structures up to 5,000 square feet via Special Use if certain conditions are met. Below includes a summary of these Special Use standards. Staff comments related to each requirement are in *italics*.

**Compliance with the Unified Development Ordinance**

This special use request is subject to the general standards for special uses set forth in the UDO §15-3.0701 and detailed standards for special uses in residential districts, UDO §15-3-0702.D (Ordinance 2020-2448).

According to the “Statement of General Standards and Conditions” submitted by the applicant, this project is in substantial compliance with the general standards for special uses. With regards to #3 “Adequate public facilities”, it is noted that this property is not currently served by central water and sewer.

Ordinance 2020-2448 outlines the following standards in the review of accessory structures over 1,200 sf:

1. Accessory structures greater than 1,200 square feet. The following specific standards are required for an increase of the maximum size for accessory structures in the agricultural districts, A-1 and A-2, and residential districts, R-1, R-2, R-3 and R-3E:

*The subject property is zoned R-3.*

2. Minimum Lot Area. The minimum lot area shall be 3.0 acres. The maximum accessory structure size shall be 500 square feet per acre, and in no event shall an accessory structure exceed 5,000 square feet.

*The subject parcel is about 18 741 acres, and the proposed accessory structure is approximately 4,000 square feet. As such, these requirements are met*

3. Height. An accessory structure shall not exceed 40 feet in height.

*The proposed building has a peak height of 28 feet, in conformance with this standard*

4. Setbacks. An accessory structure shall not be located closer to a side or rear lot line than a distance equal to its height.

*As previously indicated, the proposed building has a peak height of 28 feet. The building is closest to the north property line with a 128-foot setback. Otherwise, the structure is 222 feet or more from all other property lines.*

5. Location. No part of an accessory structure shall be located in a front yard, corner side yard, or any rear yard abutting a street on a corner lot. For a rear yard abutting a street on a corner lot, the setback shall be the required corner side yard setback of the zoning district. Where the front of a principal structure is not on a corner lot, an accessory use or structure may be placed in the yard facing the arterial street, provided that all zoning district front and side yard setbacks from the arterial street lot line are met. In no case shall an accessory structure be located closer to a property line than a distance equal to its height.

*This property is not a corner lot, and the proposed structure is located behind the existing home within the rear yard of the property, in compliance with these location standards*

6. Accessory structures shall not be used for commercial or residential use.

*According to the applicant, the structure will be used for personal hobbies and storage, including a car collection*

#### Section 15-3.0701 General Standards for Special Uses

The applicant has provided responses to the Special Use standards listed within Section 15-3.0701 of the Unified Development Ordinance (UDO). Generally, the applicant has indicated that the structure is in compliance with all standards. These responses along with the plans and information submitted by the applicant should be considered in determining whether to grant or deny the Special Use Application.

### Natural Resource Features

The subject property contains a significant amount of wetland. The Southeastern Wisconsin Regional Planning Commission staked the wetlands onsite on November 3, 2022. The applicant later had the wetlands surveyed and are shown on plat of survey provided.

A recommended condition of approval is that the applicant install temporary orange construction fencing at the boundary of the 50' wetland setback during construction to protect Natural Resources. This condition is reflected in the draft Resolution.

### Engineering Department

Per comments received from the Engineering Department, the property's developments may exceed the 5,000 square foot threshold of new impervious surface which triggers a requirement that the applicant install Green Infrastructure (GI):

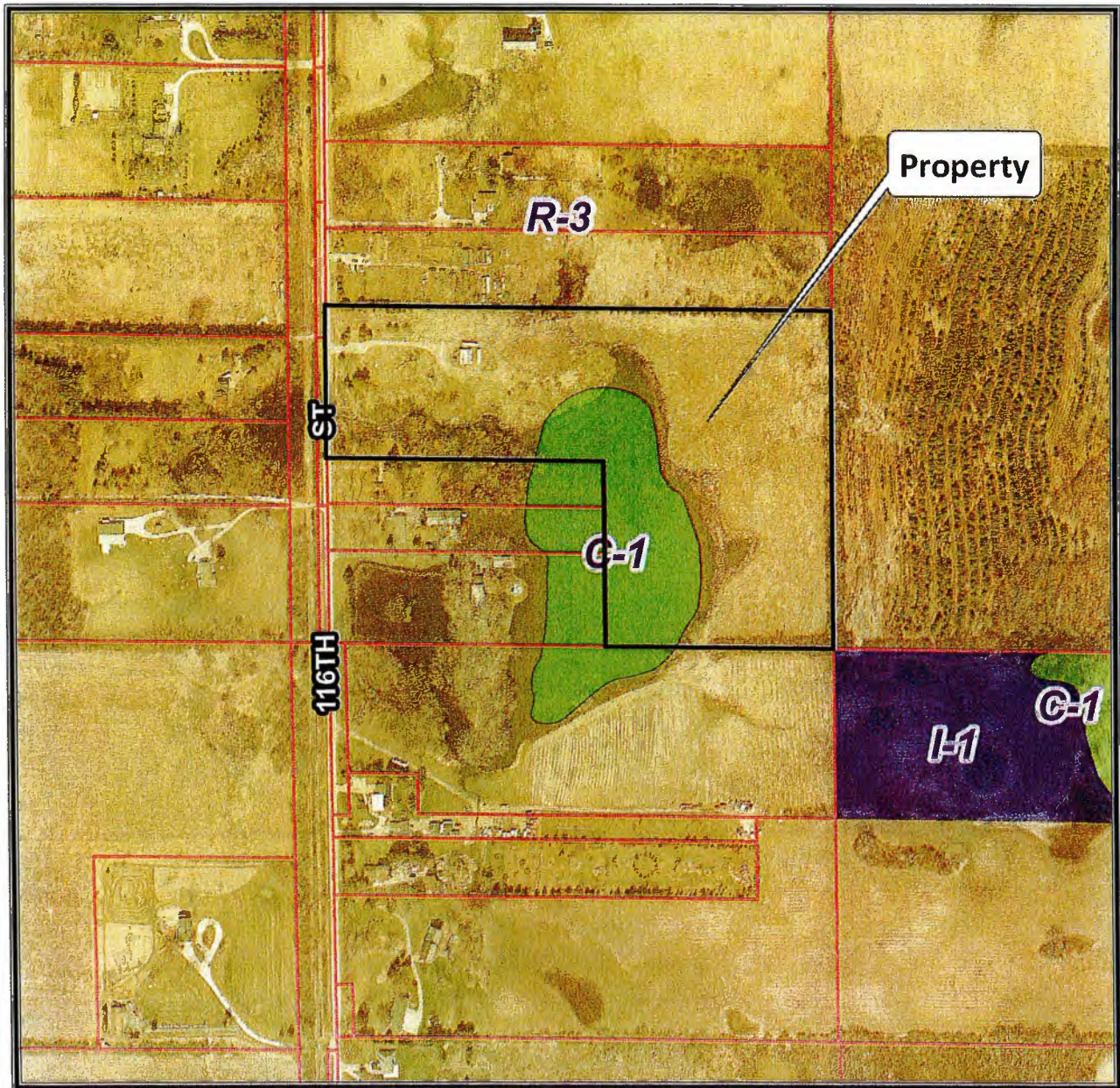
“The net new impervious surface is not just for the proposed structure, it's for any impervious added since 3/24/19. That total exceeds 5,000 SF therefore requiring GI... It appears gravel has been added east of where the proposed new structure will be in the last few years and with the new home built in 2020/2021 there was added impervious. The cumulative total added since 3/24/2019 appears to exceed 5,000 SF.”

Staff recommends that the applicant, owner(s) of the property, successors and assigns, shall submit a stormwater management and/or green infrastructure (GI) plan, or provide an exhibit demonstrating that the impervious surface does not meet requirements for stormwater/GI for Engineering Department review and approval, prior to the issuance of a building permit. This condition is included in the draft Resolution.

### Staff Recommendation:

City Development Staff recommends approval of the Special Use for an approximately 4,000 square foot accessory building for property located at 8570 S. 116<sup>th</sup> Street, subject to the conditions in the draft Resolution.

8570 S. 116th Street  
TKN: 842 9995 015

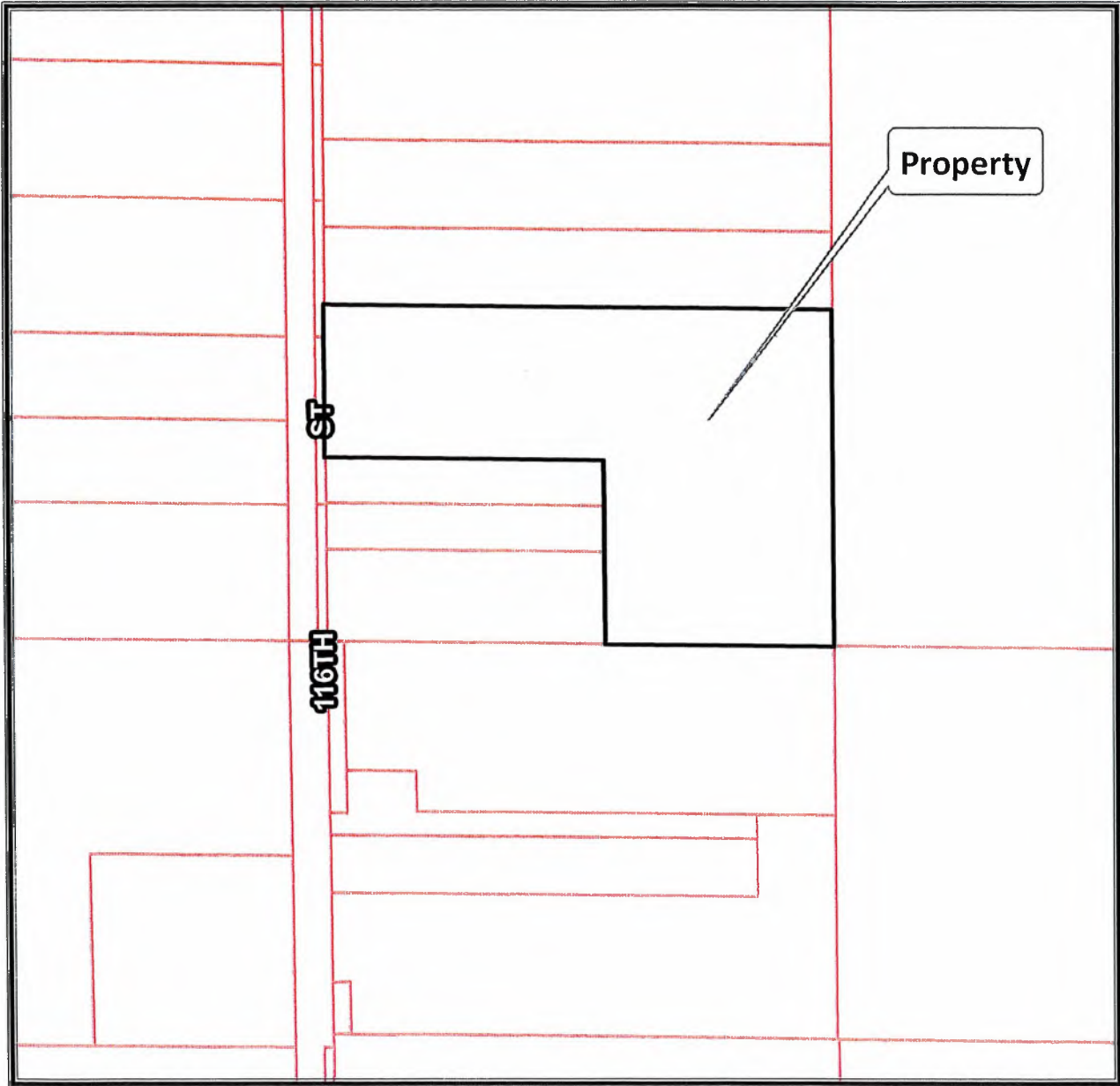


Planning Department  
(414) 425-4024

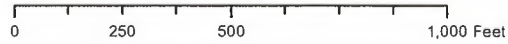


*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

8570 S. 116th Street  
TKN: 842 9995 015



**Planning Department**  
**(414) 425-4024**



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



December 18, 2022

Project summary for accessory structure 8570 S. 116<sup>th</sup> Street, Franklin, WI 53132

The plan is to construct a 4000 Sq. Ft. accessory structure for personal storage and hobby work. The building will be approximately 40 ft wide and 100 ft long depending on engineering requirements developed by the builder. The building will be a frame structure with metal siding and a metal gable roof. Cost is between 50,000 and 75,000 dollars. Site work will be an insulated concrete foundation. The building will be located behind the current residence. It will be out of sight from S. 116<sup>th</sup> Street. Final cost estimate will be known once the City approves the special use request.

#### Legal description

That part of the West ½ of the Southeast ¼ Section 18, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin, bounded and described as follows: Commencing at a point in the West line of said ¼ Section, North 0°16'0" West 680.00 feet from the Southwest corner of said ¼ Section; continuing thence North 0°16'40" West along the West line of said ¼ Section, 200.00 feet to a point; thence South 89°25'35" East and parallel to the South line of said ¼ Section, 1323.83 feet to a point in the East line of the West ½ of said ¼ Section; thence South 0°16'24" East along the East line of the West ½ of said ¼ Section, 880.00 feet to a point in the South line of said ¼ Section; thence North 89°25'35" West along the South line of said ¼ Section, 597.76 feet to a point, said point being 726.00 feet South 89°25'35" East of the Southwest corner of said ¼ section; thence North 0°16'40" West and parallel to the West line of said ¼ Section, 680.00 feet to a point; thence North 89°25'35" West and parallel to the South line of said ¼ Section 726.00 feet to the place of beginning

COM 680 FT N OF SW COR OF SE 18 5 21 TH NLY 200 FT, ELY 1323.83 FT, SLY 880 FT, WLY 597.76 FT, NLY 680 FT, TH WLY 726 FT TO BEG, & is THE W 726 OF N 200 FT OF S 680 FT OF SD SEC. 18.5 ACS

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## wetlands delineation SEWRPC

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Jors, Christopher J. <CJORS@sewrpc.org>

Wed, Nov 2, 2022 at 3:47 PM

To: Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>, Robert Montgomery <colonelmontgomery@gmail.com>

Cc: Jesse Wesolowski <jweslaw@aol.com>, Marion Ecks <MEcks@franklinwi.gov>

Regulo & Robert,

Per the request below, I've scheduled a field inspection at the Montgomery property for tomorrow for the purpose of field-staking any wetlands contained on the subject property.

Please reply or call my cell with any questions,

Chris

Cell: 414-659-2499



**Christopher J. Jors** | Principal Specialist-Biologist

[cjors@sewrpc.org](mailto:cjors@sewrpc.org) | 262.953.3246

W239 N1812 Rockwood Drive

P.O. Box 1607

Waukesha, WI 53187-1607

[sewrpc.org/news](http://sewrpc.org/news)



**From:** Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>

**Sent:** Thursday, October 6, 2022 10:15 AM

**To:** Jors, Christopher J. <CJORS@sewrpc.org>

**Cc:** Jesse Wesolowski <jweslaw@aol.com>; Marion Ecks <MEcks@franklinwi.gov>

**Subject:** RE: wetlands delineation SEWRPC

**CAUTION:** This e-mail originated from outside the Commission. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Jors:

I am requesting a wetland delineation on behalf of Robert Montgomery at 8570 S. 116<sup>th</sup> Street, Franklin (TKN 842 9995 015). See below the confirmation of the request from Mr. Montgomery. I am aware that this request could take time given the time of

year and the wait list.

Thank you for your consideration of this request.

Respectfully,

**Régulo Martínez-Montilva, AICP**

Principal Planner - Department of City Development

City of Franklin

9229 W. Loomis Road

Franklin, WI 53132

Ph. (414) 425-4024 / 427-7564

[RMartinez-Montilva@franklinwi.gov](mailto:RMartinez-Montilva@franklinwi.gov)



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**From:** Robert Montgomery <[colonelmontgomery@gmail.com](mailto:colonelmontgomery@gmail.com)>

**Sent:** Thursday, October 6, 2022 9:44 AM

**To:** Regulo Martinez-Montilva <[RMartinez-Montilva@franklinwi.gov](mailto:RMartinez-Montilva@franklinwi.gov)>; Chris Jors <[cjors@sewrpc.org](mailto:cjors@sewrpc.org)>

**Cc:** Jesse Wesolowski <[jweslaw@aol.com](mailto:jweslaw@aol.com)>

**Subject:** wetlands delineation SEWRPC

October 6, 2022

[Quoted text hidden]

[Quoted text hidden]



Robert Montgomery <colonelmontgomery@gmail.com>

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## wetlands delineation SEWRPC

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Jors, Christopher J. <CJORS@sewrpc.org>

Fri, Nov 4, 2022 at 12:09 PM

To: Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>, Robert Montgomery <colonelmontgomery@gmail.com>

Cc: Jesse Wesolowski <jweslaw@aol.com>, Marion Ecks <MEcks@franklinwi.gov>

Regulo & Robert,

We've completed the wetland delineation at the Montgomery property. I've attached a sketch map for your reference on which I've sketched the field-staked wetland boundaries (see solid blue lines).

Robert: Please forward this map to your surveyor when you've hired one and let them know that I will need a wetland survey file (.dwg format preferred) when it becomes available so I can include the surveyed wetland in our final report. As promised yesterday, here are couple of surveyors that you may want to consider:

Michael P. Casey, PLS

Southeast Survey, LLC

[W207 S8240 Hillendale Dr.](#)

[Muskego, WI 53150](#)

Phone: 414-429-4862

Email: [Mike@surveyse.com](mailto:Mike@surveyse.com)

Web Site: [surveyse.com](http://surveyse.com)

Bob Wetzel

BW Surveying, Inc.

412 N. Pine Street

Burlington, WI 53105

262-767-0225

[bwsurv@wi.twcbc.com](mailto:bwsurv@wi.twcbc.com)

Thanks,

Chris

Cell: 414-659-2499



**Christopher J. Jors** | Principal Specialist-Biologist

[cjors@sewrpc.org](mailto:cjors@sewrpc.org) | 262.953.3246

W239 N1812 Rockwood Drive

P.O. Box 1607

Waukesha, WI 53187-1607

[sewrpc.org/news](http://sewrpc.org/news)



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**Montgomery Wetland Sketch Map.pdf**

4066K



### Exhibit 4. 2020 Orthophotography

Robert Montgomery Property  
8570 South 116th Street  
SE Quarter, Section 18, T5N-R21E  
City of Franklin, Milwaukee County



### Legend

- Project Area
  - Wetland Boundary Staked by SEWRPC on 11/3/22
  - Approx. Wetland Boundary (Not Field-Staked)
  - Sample Station
- 0 100 200 Feet  
Source: SEWRPC CA#405-334

December 18, 2022

**Response to the General Standards, Special Standards, and considerations**

**DIVISION 15-3.0700      SPECIAL USE STANDARDS AND REGULATIONS**

**SECTION 15-3.0701      GENERAL STANDARDS FOR SPECIAL USES**

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

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

*Response: Correct. The accessory structure will be in compliance with the above Section 15-3.0701 (A) 1*

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

*Response: Correct. The accessory structure will be in compliance with the above Section 15-3.0701 (A) 2*

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

*Response: Correct. The accessory structure will be in compliance with the above Section 15-3.0701 (A) 3*

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

*Response: Correct. The accessory structure will be in compliance with the above Section 15-3.0701 (A) 4. N.B. The development does not require service by any of the*

above in Section 15-3.0701 (A) 4.

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

**Response: Correct. The accessory structure will be in compliance with the above Section 15-3.0701 (A) 5. The accessory structure will not impact the traffic.**

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

**Response: Correct. The accessory structure will be in compliance with the above Section 15-3.0701 (A) 6. The accessory structure will not impact any of the above.**

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

**Response: Correct. The accessory structure will be in compliance with the above Section 15-3.0701 (A) 7. The accessory structure will be in compliance with Standards.**

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

**Response: Correct. The accessory structure will be in compliance with the above Section 15-3.0701 (B)**

- C. **Considerations.** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. **Public Benefit.** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is



in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

*Response: Structure will provide safe storage of a car collection.*

2. **Alternative Locations.** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

*Response: Structure will provide safe storage of a car collection.*

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

*Response: All steps will be taken to mitigate adverse effects*

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

*Response: The structure is compatible with the surrounding area.*


Robert Montgomery

8570 S. 116<sup>th</sup> Street  
Franklin, WI 53132

### Legal Description

That part of the West ½ of the Southeast ¼ Section 18, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin, bounded and described as follows: Commencing at a point in the West line of said ¼ Section, North 0°16'0" West 680.00 feet from the Southwest corner of said ¼ Section; continuing thence North 0°16'40" West along the West line of said ¼ Section, 200.00 feet to a point; thence South 89°25'35" East and parallel to the South line of said ¼ Section, 1323.83 feet to a point in the East line of the West ½ of said ¼ Section; thence South 0°16'24" East along the East line of the West ½ of said ¼ Section, 880.00 feet to a point in the South line of said ¼ Section; thence North 89°25'35" West along the South line of said ¼ Section, 597.76 feet to a point, said point being 726.00 feet South 89°25'35" East of the Southwest corner of said ¼ section; thence North 0°16'40" West and parallel to the West line of said ¼ Section, 680.00 feet to a point; thence North 89°25'35" West and parallel to the South line of said ¼ Section 726.00 feet to the place of beginning

COM 680 FT N OF SW COR OF SE 18 5 21 TH NLY 200 FT, ELY  
1323.83 FT, SLY 880 FT, WLY 597.76 FT, NLY 680 FT, TH  
WLY 726 FT TO BEG, & is THE W 726 OF N 200 FT OF S 680 FT  
OF SD SEC. 18.5 ACS

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> June 6, 2023
Reports & Recommendations	<b>A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Storm Drainage, Storm Water Management Access, and Water Main at 3617 W. Oakwood Road (TKN 950 9997 002)</b>	<b>ITEM NO.</b> Ald. Dist. 4  G.8.

**BACKGROUND**

Pursuant to the Oakwood Industrial development, easements are required to construct, maintain, and operate storm drainage and water main facilities. It is necessary to install storm drainage and water main easements on property located at 3617 W. Oakwood Road (TKN 950 9997 002).

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 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 storm drainage, storm water management access, and water main at 3617 W. Oakwood Road (TKN 950 9997 002)

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 STORM DRAINAGE,  
STORM WATER MANAGEMENT ACCESS, AND WATER MAIN AT  
3617 W. OAKWOOD ROAD (TKN 950 9997 002)

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WHEREAS, easements are required to construct, maintain and operate storm drainage and water main facilities on property located at 3617 W. Oakwood Road; and

WHEREAS, it is necessary to install water main 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**

Oakwood Industrial  
3617 W. Oakwood Road, Franklin, WI 53132  
Tax Key: 9509997002

This STORM WATER FACILITIES MAINTENANCE AGREEMENT (the "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Oakwood Industrial LLC, 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:

LEGAL DESCRIPTION DERIVED FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1014094-MKE, COMMITMENT DATE: JUNE 23, 2020.

THE EAST FIFTY (50) ACRES OF THE NORTH WEST QUARTER OF SECTION NUMBERED THIRTY-SIX (36), IN TOWNSHIP NUMBERED FIVE (5) NORTH OF RANGE NUMBERED TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN. EXCEPTING THEREFROM LANDS CONVEYED IN QUIT CLAIM DEED RECORDED MAY 11, 1989, REEL 2329, IMAGE 410, AS DOCUMENT NO. 6275397, DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT

THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 SECTION; THENCE SOUTH 88° 36' 23" WEST, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 60.01 FEET TO A POINT; THENCE NORTH 00° 21' 20" WEST, AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 30.01 FEET TO A POINT, THENCE NORTH 88° 36' 23" EAST 60.01 FEET TO A POINT; THENCE SOUTH 00° 21' 20" EAST, ALONG THE EAST LINE OF SAID ¼ SECTION, 30.01 FEET TO THE POINT OF BEGINNING. FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED JUNE 20, 2006 AS DOCUMENT NO. 9255626, FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN TRUSTEES DEED RECORDED MARCH 6, 2020 AS DOCUMENT NO. 10958156.

**AS SURVEYED DESCRIPTION**

Being part of the North ½ of the Northeast ¼ of section 36, in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the North ¼ corner of said Section 36; thence South 88°27'30" East, coincident with the north line of the Northeast ¼ of said section, 120.03 feet; thence South 00°22'00" East, being parallel to and 120 feet west of the east line of said ¼ section, 60.02 feet to the Point of Beginning; thence continue South 00°22'00" East, 2,593.05 feet to a point on the south line of said ¼ Section; thence South 88°36'18" West, coincident with said south line 701.28 feet to a point; thence North 00°22'00" West 2591.25 feet to a point on the south line of West Oakwood Road; thence North 88°27'30" East, coincident with said south line 701.32 feet to the point of beginning.

Said described parcel contains 1,817,538 square feet or 41.725 acres of land.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan and Special Use as depicted the plans and specifications which are identified as part of that certain Storm Water Management Plan dated November 30, 2021 and that certain Erosion Control Plan

dated November 30, 2021 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer known as Oakwood Industrial hereinafter collectively 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" shall have the meaning of any and all present and future owners of the property, or any portion thereof, including any owners' association that may be formed), , 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 Plan. 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/or 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/or 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/or 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/or assigns fail to maintain the Storm Water Facilities in a condition deemed acceptable to the City and do not perform the required corrective actions in a time as established by the City Engineer by written notice, the City may:

- a) Issue a citation to the Owner, its successors and/or 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/or
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and/or 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 Storm Water Facilities are located on an outlot owned collectively by an owners' association, the City may specially charge each member of the owners' 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 Facilities 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 an owners' 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, which shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any owners' 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 an owners' 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/or 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.

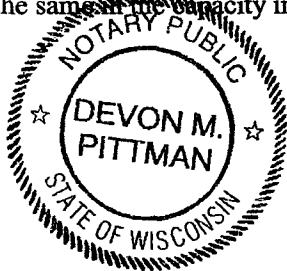
SEALED IN PRESENCE OF:

Oakwood Industrial LLC, Owner  
A Wisconsin limited liability company  
By: Wangard Entity Manager LLC  
As manager for Oakwood Industrial LLC  
By: Wangard Operations LLC, its Manager  
By: Wangard Partners, Inc.  
Matt Moroney, President

NO SEAL

STATE OF WISCONSIN)ss.  
Milwaukee COUNTY)

Personally came before me this 15<sup>th</sup> day of May, 2023, the above named Manager of Oakwood Industrial LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



[Signature]  
Notary Public, Milwaukee County, WI  
(Devon M. Pittman)  
My commission expires: 12/31/2025

CITY OF FRANKLIN

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

COUNTERSIGNED:

By: \_\_\_\_\_ (Seal)  
Name: Karen 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 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
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**

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 )	Maintenanc e 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 THE FACILITIES**



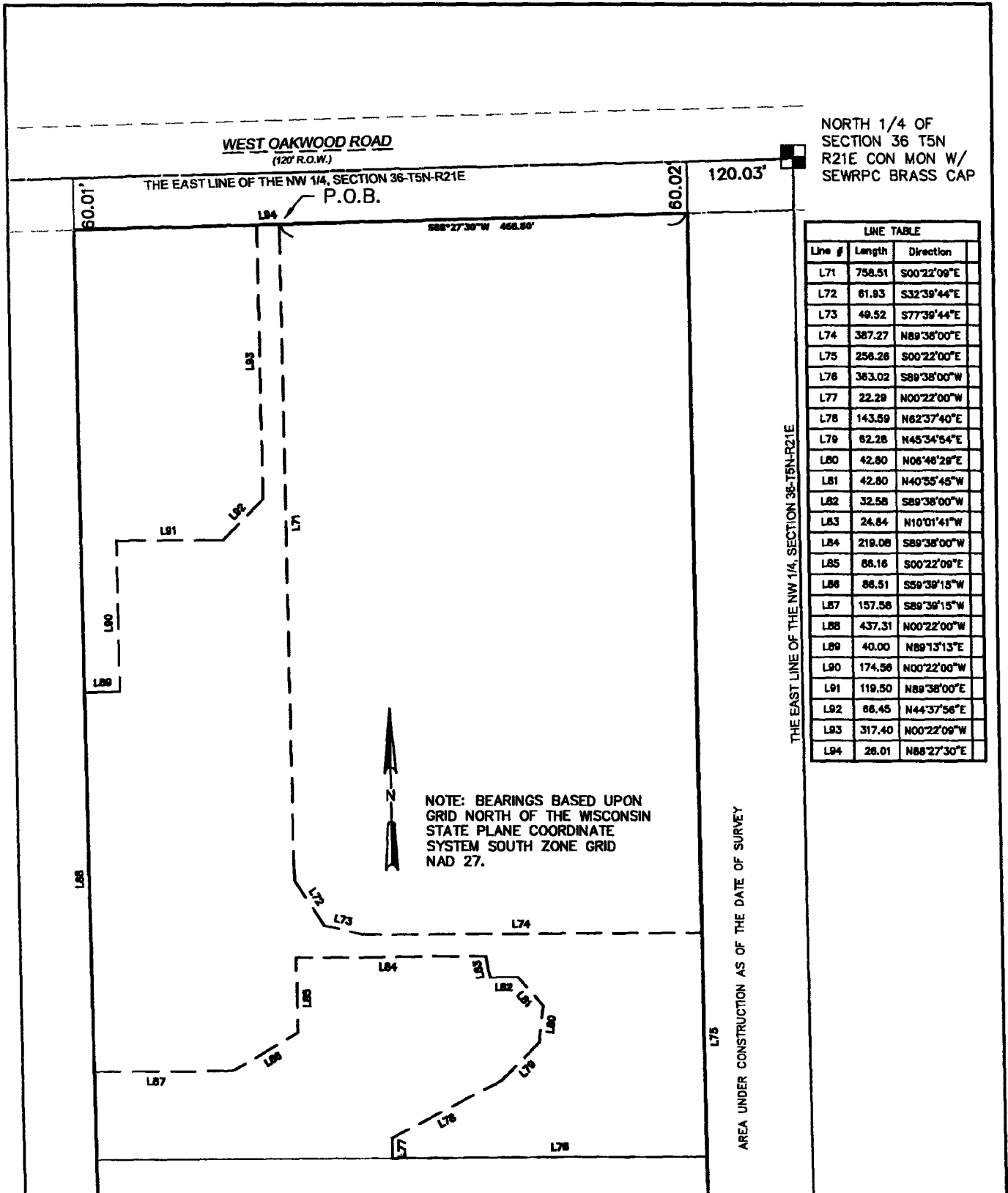




**EXHIBIT "C"**  
**LEGAL DESCRIPTION AND DEPICTION OF STORMWATER FACILITIES**

L:\ENGDOCS\Design Standards (7-2017)\Design Standards July 2017\Design Standards finalized for July 2017\2019 Design Standards Appendix Q Storm Water Facilities Maintenance Agreement #15.doc

# EXHIBIT "C"



LINE TABLE		
Line #	Length	Direction
L71	758.51	S00°22'09"E
L72	61.93	S32°39'44"E
L73	49.52	S77°39'44"E
L74	387.27	N89°38'00"E
L75	256.26	S00°22'00"E
L76	363.02	S89°38'00"W
L77	22.29	N00°22'00"W
L78	143.59	N62°37'40"E
L79	62.28	N45°34'54"E
L80	42.80	N06°46'29"E
L81	42.80	N40°55'45"W
L82	32.58	S89°38'00"W
L83	24.84	N10°01'41"W
L84	219.08	S89°38'00"W
L85	66.16	S00°22'09"E
L86	66.51	S59°39'15"W
L87	157.56	S89°39'15"W
L88	437.31	N00°22'00"W
L89	40.00	N89°13'13"E
L90	174.56	N00°22'00"W
L91	119.50	N89°38'00"E
L92	66.45	N44°37'56"E
L93	317.40	N00°22'09"W
L94	28.01	N68°27'30"E

**kapur**  
7711 N. PORT WASHINGTON RD.  
MILWAUKEE, WI 53217  
kapurinc.com

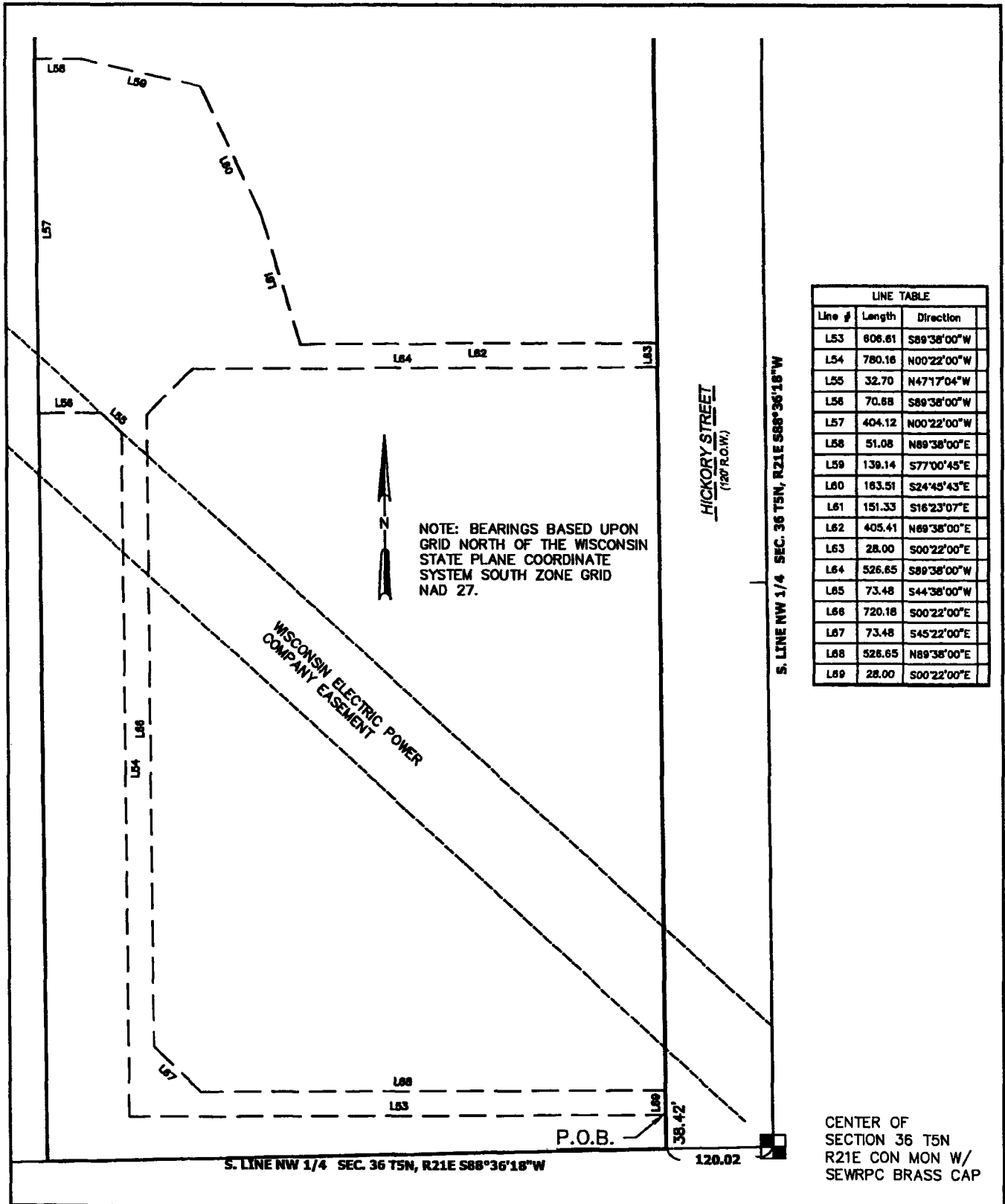
3617 West Oakwood Road  
Franklin, WI.

REVISIONS:

REVISION	DATE: 1/19/2023
	SCALE: 1" = 150'
1 of 3	

DRAWN BY: BS

# EXHIBIT "C"



LINE TABLE		
Line #	Length	Direction
L53	806.61	S89°38'00\"W
L54	780.16	N00°22'00\"W
L55	32.70	N47°17'04\"W
L56	70.68	S89°38'00\"W
L57	404.12	N00°22'00\"W
L58	51.08	N89°38'00\"E
L59	139.14	S77°00'45\"E
L60	183.51	S24°45'43\"E
L61	151.33	S16°23'07\"E
L62	405.41	N69°38'00\"E
L63	28.00	S00°22'00\"E
L64	526.65	S89°38'00\"W
L65	73.48	S44°38'00\"W
L66	720.18	S00°22'00\"E
L67	73.48	S45°22'00\"E
L68	526.65	N89°38'00\"E
L69	28.00	S00°22'00\"E

**kapur**  
 CONSULTING ENGINEERS  
 7711 N. PORT WASHINGTON RD.  
 MILWAUKEE, WI 53217  
 kapurinc.com

3617 West Oakwood Road  
 Franklin, WI.

REVISIONS:

REVISION	DATE	1/19/2023
	SCALE	1"=150'
		2 of 3

DRAWN BY BS



# EXHIBIT "C"

**DESCRIPTION - STORMWATER MANAGEMENT ACCESS EASEMENT**

Part of the Northeast 1/4 of the Northwest 1/4 Section 36 Town 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the North 1/4 corner of said Section 35; thence S88°27'30"W coincident with the north line of said Northwest 1/4 of Section 36, 120.03 feet; thence S00°22'00"E 60.02 feet to a point on the south right of way line for West Oakwood Road; thence S88°27'30"W coincident with said south line 468.80 feet to the point of beginning; thence S00°22'09"E 758.51 feet; thence S32°39'44"E 61.93 feet; thence S77°39'44"E 49.52 feet; thence N89°38'00"E 387.27 feet; thence S00°22'00"E 256.26 feet; thence S89°38'00"W 363.02 feet; thence N00°22'00"W 22.29 feet; thence N62°37'40"E 143.59 feet; thence N45°34'54"E 62.28 feet; thence N06°46'29"W 42.80 feet; thence N40°55'45"W 42.80 feet; thence S89°38'00"E 32.58 feet; thence N10°01'41"W 24.84 feet; thence S89°38'00"W 219.08 feet; thence S00°22'09"E 86.16 feet; thence S59°39'15"W 86.51 feet; thence S89°39'15"W 157.58 feet; thence N00°22'00"W 437.31 feet; thence N89°13'13"E 40.00 feet; thence N00°22'00"W 174.56 feet; thence N89°38'00"E 119.50 feet; N44°37'56"E 66.45 feet; thence N00°22'09"W 317.40 feet to a point on the south right of way for West Oakwood Road; thence N88°27'30"E coincident with said south line 26.01 feet to the point of beginning.

ALSO

Commencing at the Center of said section 36; thence S88°36'18"W coincident with the south line of said Northwest 1/4 Section 120.02 feet; thence N 00°22'00"W parallel with the east line of said 1/4 section 38.42 feet to the point of beginning; thence S89°38'00"W 606.61 feet; thence N00°22'00"W 780.16 feet; thence N47°17'04"W 32.70 feet; thence S89°38'00"W 70.68 feet; thence N00°22'00"W 404.12 feet; thence N89°38'00"E 51.08 feet; thence S77°00'45"E 139.14 feet; thence S24°45'43"E 163.51 feet; thence S16°23'07"E 151.33; thence N89°38'00"E 405.41 feet; thence S00°22'00"E 28.00 feet; thence S89°38'00"W 526.65 feet; thence S44°38'00"W 73.48 feet; thence S00°22'00" 720.18 feet; thence S45°22'00" 73.48 feet; thence N89°38'00"E 526.65 feet; thence S00°22'00"E 28.00 feet to the point of beginning.



3617 West Oakwood Road  
Franklin, WI.

	REVISION	DATE	1/19/2023
		SCALE	N.T.S.
		SHEET NUMBER.	
		3 of 3	
DRAWN BY	BS		

## **STORM DRAINAGE EASEMENT**

Oakwood Industrial  
3617 W. Oakwood Road, Franklin, WI 53132  
Tax Key: 9509997002

**THIS STORM DRAINAGE EASEMENT (the "Easement") is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and OAKWOOD INDUSTRIAL LLC, a Wisconsin limited liability company, 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 real property 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 Northeast quarter of Section 36, 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, landscaping, and other non-exclusive utility easements 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 by the City 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 upon reasonable notice to Grantor and shall not unreasonably interfere with the Grantor's use of the Property. 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\_\_

Oakwood Industrial LLC, Grantor  
A Wisconsin limited liability company  
By: Wangard Entity Manager LLC  
As manager for Oakwood Industrial LLC  
By: Wangard Operations LLC, its Manager  
Matt Moroney  
By: Wangard Partners, Inc.  
Matt Moroney, President

NO SEAL

STATE OF WISCONSIN ss)  
COUNTY OF Milwaukee

Before me personally appeared on the 15<sup>th</sup> day of May, 2023 the above named Matt Moroney, President of Wangard Partners, Inc., manager of Wangard Operations, LLC, (Name printed) manager (Title) of Oakwood Industrial LLC (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.



[Signature]  
NOTARY PUBLIC  
(Devon M. Pittman)  
My commission expires 12/31/2025

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 \_\_\_\_\_

MORTGAGE HOLDER CONSENT

The undersigned, Associated Bank, N.A., a national banking association ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on December 10, 2021, as Document Nos. 11196259 and 11196258 hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

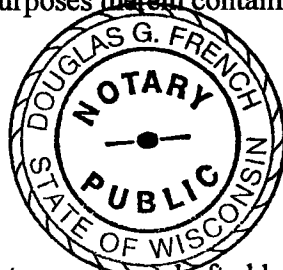
IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

ASSOCIATED BANK, N.A.  
a National Banking Association

By: [Signature]  
Brad Amundsen, Senior Vice President

STATE OF WISCONSIN            )  
  ss  
COUNTY OF MILWAUKEE        )

On this, the 27<sup>th</sup> day of April, 2023, before me, the undersigned, personally appeared Brad Amundsen, Senior Vice President of Associated Bank, N.A., a national banking association, and acknowledged that he executed the foregoing instrument on behalf of said association, by its authority and for the purposes therein contained.



[Signature]  
Douglas G. French  
Notary Public, State of Wisconsin  
My commission is permanent

This instrument was drafted by the City of Franklin.

Approved as to contents

Date: \_\_\_\_\_

\_\_\_\_\_  
Manager of Franklin Municipal Water Utility

Approved as to form only

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**Exhibit "A"**  
(Description of the Property)

**LEGAL DESCRIPTION DERIVED FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1014094-MKE, COMMITMENT DATE: JUNE 23, 2020.**

*THE EAST FIFTY (50) ACRES OF THE NORTH WEST QUARTER OF SECTION NUMBERED THIRTY-SIX (36), IN TOWNSHIP NUMBERED FIVE (5) NORTH OF RANGE NUMBERED TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN. EXCEPTING THEREFROM LANDS CONVEYED IN QUIT CLAIM DEED RECORDED MAY 11, 1989, REEL 2329, IMAGE 410, AS DOCUMENT NO. 6275397, DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 SECTION; THENCE SOUTH 88° 36' 23" WEST, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 60.01 FEET TO A POINT, THENCE NORTH 00° 21' 20" WEST, AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 30.01 FEET TO A POINT, THENCE NORTH 88° 36' 23" EAST 60.01 FEET TO A POINT; THENCE SOUTH 00° 21' 20" EAST, ALONG THE EAST LINE OF SAID 1/4 SECTION, 30.01 FEET TO THE POINT OF BEGINNING. FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED JUNE 20, 2006 AS DOCUMENT NO. 9255626, FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN TRUSTEES DEED RECORDED MARCH 6, 2020 AS DOCUMENT NO. 10958156.*

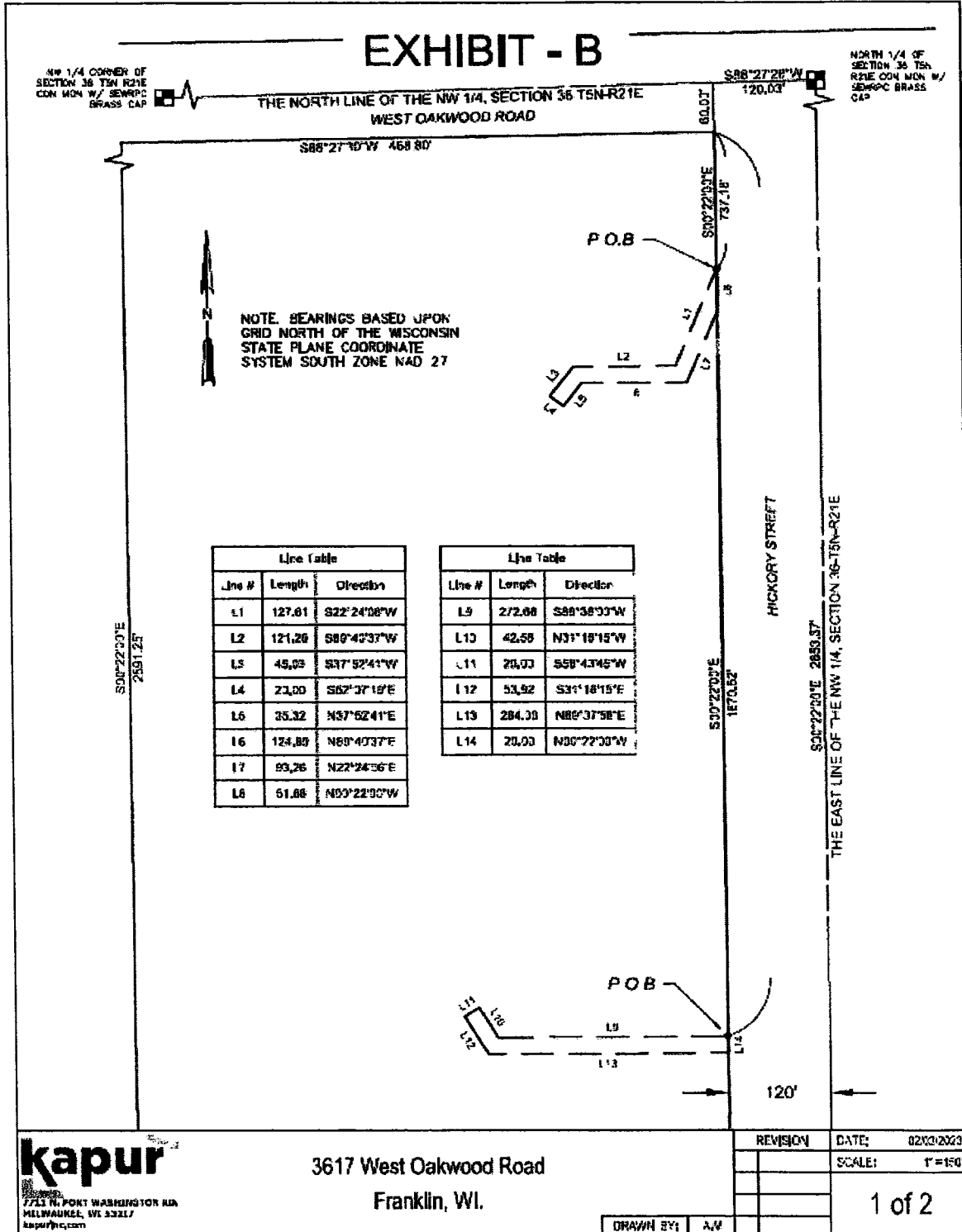
**AS SURVEYED DESCRIPTION**

*Being part of the North 1/2 of the Northeast 1/4 of section 36, in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:*

*Commencing at the North 1/4 corner of said Section 36; thence South 88°27'30" East, coincident with the north line of the Northeast 1/4 of said section, 120.03 feet; thence South 00°22'00" East, being parallel to and 120 feet west of the east line of said 1/4 section, 60.02 feet to the Point of Beginning; thence continue South 00°22'00" East, 2,593.05 feet to a point on the south line of said 1/4 Section; thence South 88°36'18" West, coincident with said south line 701.28 feet to a point; thence North 00°22'00" West 2591.25 feet to a point on the south line of West Oakwood Road; thence North 88°27'30" East, coincident with said south line 701.32 feet to the point of beginning.*

*Said described parcel contains 1,817,538 square feet or 41.725 acres of land.*

Exhibit B  
(Depiction of the Facilities)



**Kapur**  
 7713 N. PONT WASHINGTON AVE  
 MILWAUKEE, WI 53227  
 kapurinc.com

3617 West Oakwood Road  
 Franklin, WI.

REVISION	DATE
	02/03/2023
	SCALE: 1"=150'
	1 of 2

DRAWN BY: A/W



Exhibit C  
(Description of Easement Area)

DESCRIPTION - STORM DRAINAGE EASEMENT

Part of the Northeast 1/4 of the Northwest 1/4 Section 36 Town 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows,

Commencing at the North 1/4 corner of said Section 36; thence S88°27'28"W coincident with the North Line of said Northwest 1/4 of Section 36, 120.03 feet; thence S00°22'00"E 60.00 feet to a point marking the intersection of the south right of way line for Oakwood Road and the west right of way line for Hickory Street; thence continue S00°22'00"E coincident with the west right of way line for Hickory Street, 737.18 feet to the Point of Beginning; thence S22°24'06"W 127.61 feet; thence S89°40'37"W 121.29 feet; thence S37°52'41"W 45.03 feet; thence S52°07'19"E 20.00 feet; thence N37°52'41"E 35.32 feet; thence N89°40'37"E 124.89 feet; thence N22°24'06"E 93.26 feet to a point on the west right of way line for Hickory Street; thence N00°22'00"W coincident with the west line of said Hickory Street 51.68 feet to the point of beginning.

ALSO

Commencing at the North 1/4 corner of said Section 36; thence S88°27'28"W coincident with the North Line of said Northwest 1/4 of Section 36, 120.03 feet; thence S00°22'00"E 60.00 feet to a point marking the intersection of the south right of way line for Oakwood Road and the west right of way line for Hickory Street; thence continue S00°22'00"W coincident with the west right of way line for Hickory Street, 1670.52 feet to the Point of Beginning; thence S89°38'00"W 272.66 feet; thence N31°16'15"W 42.58 feet; thence S58°43'45"W 20.00 feet; thence S31°16'15"E 53.92 feet; thence N89°37'58"E 284.00 feet to a point on the west right of way line for Hickory Street; thence N00°22'00"W coincident with the west line of said Hickory Street 20.00 feet to the point of beginning.

S58°43'45"W 20.00 feet; thence S31°16'15"E 53.92 feet; thence N89°37'58"E 284.00 feet to a point on the west right of way line for Hickory Street; thence N00°22'00"W coincident with the west line of said Hickory Street 20.00 feet to the point of beginning.

# STORM WATER MANAGEMENT ACCESS EASEMENT

Oakwood Industrial  
3617 W. Oakwood Road, Franklin, WI 53132  
Tax Key: 9509997002

THIS STORM WATER MANAGEMENT ACCESS EASEMENT (the "Easement") is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," or as "Grantee," and Oakwood Industrial LLC, a limited liability company, 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 referred to as "Owner" or "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 Grantee, 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 1/4 of Section Thirty-six (36), 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 Owner, at the sole cost and expense of the Owner. The City, at its sole discretion, may assume the rights of the Owner 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 Owner, 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 Owner to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantee 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 Grantee, 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 Grantee 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, landscape planting and other non-exclusive utility easements 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 Grantee 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 Grantee at all times upon reasonable notice to Grantor and shall not unreasonably interfere with the Grantor's use of the Property. 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 Grantee 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 Grantee 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 Grantee 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\_\_

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

ON THIS DATE OF: \_\_\_\_\_, 20\_\_

Oakwood Industrial LLC, Owner  
A Wisconsin limited liability company  
By: Wangard Entity Manager LLC  
As manager for Oakwood Industrial LLC  
By: Wangard Operations LLC, its Manager  
By: Matt Moroney  
Wangard Partners, Inc.  
Matt Moroney, President

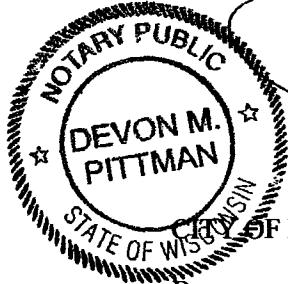
NO SEAL

STATE OF WISCONSIN

ss

COUNTY OF MILWAUKEE

Before me personally appeared on the 15<sup>th</sup> day of May, 2023,  
Matt Moroney, President of Wangard Partners, Inc, manager of Oakwood Industrial LLC 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.



Devon M. Pittman  
Notary Public  
(Devon M. Pittman)  
My commission expires 12/31/2025

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 \_\_\_\_\_, 2023.

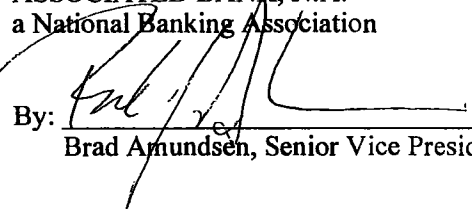
\_\_\_\_\_  
Notary Public, Milwaukee County, Wisconsin  
( \_\_\_\_\_ )  
My commission expires \_\_\_\_\_

MORTGAGE HOLDER CONSENT

The undersigned, Associated Bank N.A., a national banking association ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on December 10, 2021, as Document Nos. 11196259 and 11196258, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

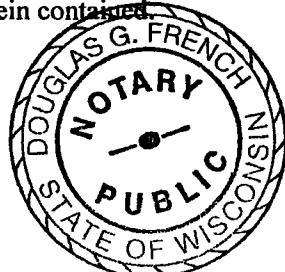
IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.


ASSOCIATED BANK, N.A.  
a National Banking Association

By:   
Brad Amundsen, Senior Vice President

STATE OF WISCONSIN     )  
  ss  
COUNTY OF MILWAUKEE    )

On this, the 27th day of April, 2023 before me, the undersigned, personally appeared Brad Amundsen, Senior Vice President of Associated Bank N.A., a national banking association, and acknowledged that he executed the foregoing instrument on behalf of said association, by its authority and for the purposes therein contained.



  
Douglas G. French  
Notary Public, State of Wisconsin  
My commission is permanent

This instrument was drafted by the City of Franklin.

Approved as to contents

\_\_\_\_\_  
City Engineer  
Date: \_\_\_\_\_

Approved as to form only

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

(Description of the Property)

**LEGAL DESCRIPTION DERIVED FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1014094-MKE, COMMITMENT DATE: JUNE 23, 2020.**

THE EAST FIFTY (50) ACRES OF THE NORTH WEST QUARTER OF SECTION NUMBERED THIRTY-SIX (36), IN TOWNSHIP NUMBERED FIVE (5) NORTH OF RANGE NUMBERED TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN. EXCEPTING THEREFROM LANDS CONVEYED IN QUIT CLAIM DEED RECORDED MAY 11, 1989, REEL 2329, IMAGE 410, AS DOCUMENT NO. 6275397, DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 SECTION; THENCE SOUTH 88° 36' 23" WEST, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 60.01 FEET TO A POINT; THENCE NORTH 00° 21' 20" WEST, AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 30.01 FEET TO A POINT, THENCE NORTH 88° 36' 23" EAST 60.01 FEET TO A POINT; THENCE SOUTH 00° 21' 20" EAST, ALONG THE EAST LINE OF SAID 1/4 SECTION, 30.01 FEET TO THE POINT OF BEGINNING. FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED JUNE 20, 2006 AS DOCUMENT NO. 9255626, FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN TRUSTEES DEED RECORDED MARCH 6, 2020 AS DOCUMENT NO. 10958156.

**AS SURVEYED DESCRIPTION**

Being part of the North 1/2 of the Northeast 1/4 of section 36, in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the North 1/4 corner of said Section 36; thence South 88°27'30" East, coincident with the north line of the Northeast 1/4 of said section, 120.03 feet; thence South 00°22'00" East, being parallel to and 120 feet west of the east line of said 1/4 section, 60.02 feet to the Point of Beginning; thence continue South 00°22'00" East, 2,593.05 feet to a point on the south line of said 1/4 Section; thence South 88°36'18" West, coincident with said south line 701.28 feet to a point; thence North 00°22'00" West 2591.25 feet to a point on the south line of West Oakwood Road; thence North 88°27'30" East, coincident with said south line 701.32 feet to the point of beginning.

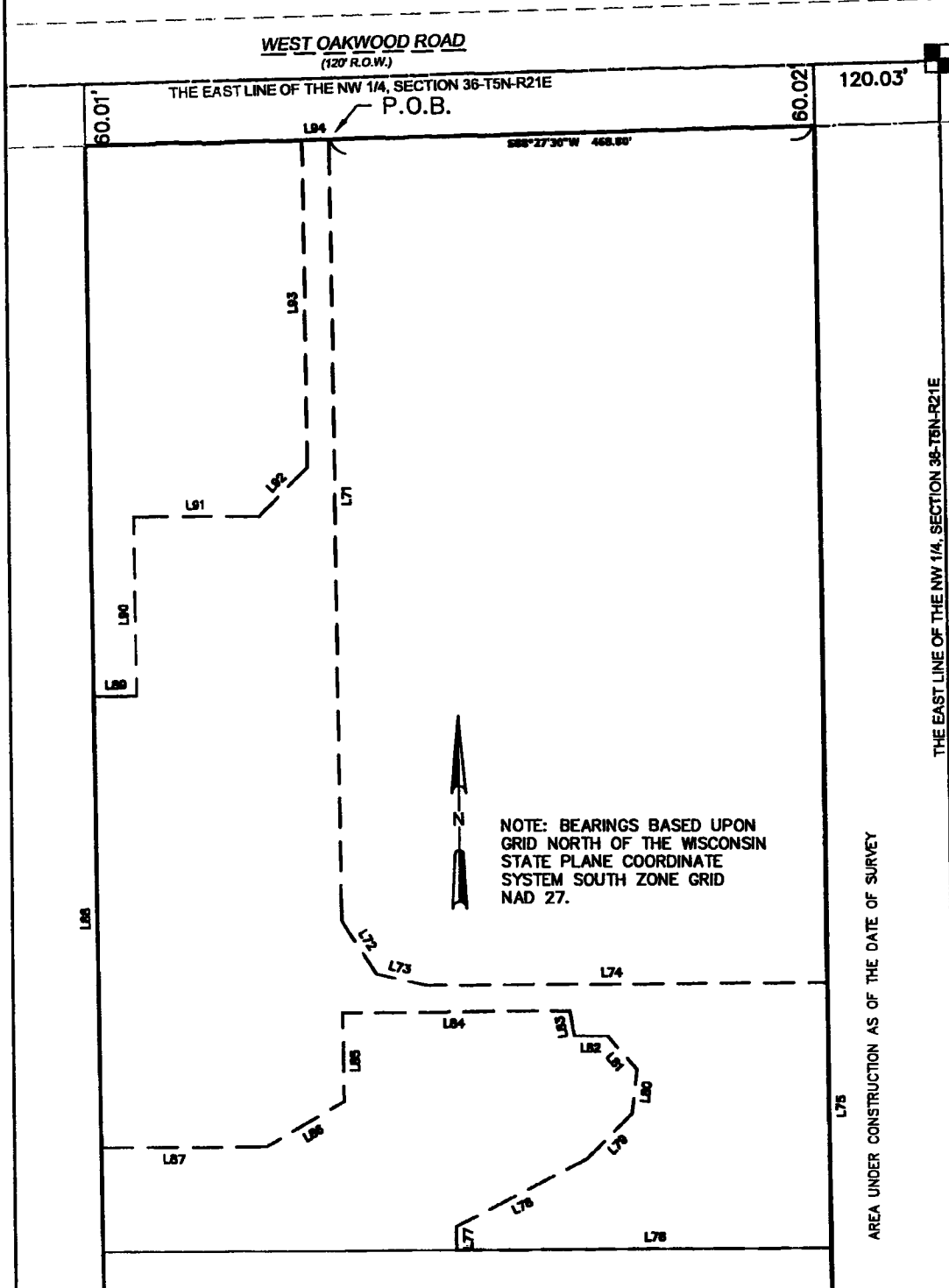
Said described parcel contains 1,817,538 square feet or 41.725 acres of land.

Exhibit "B"

N-6

Exhibit "B"  
(Depiction of the Facility)

**DEPICTION OF THE FACILITY**



NORTH 1/4 OF  
SECTION 36 T5N  
R21E CON MON W/  
SEWRPC BRASS CAP

LINE TABLE		
Line #	Length	Direction
L71	758.51	S00°22'09"E
L72	61.63	S32°39'44"E
L73	49.52	S77°39'44"E
L74	387.27	N89°38'00"E
L75	256.26	S00°22'00"E
L76	363.02	S89°38'00"W
L77	22.29	N00°22'00"W
L78	143.59	N62°37'40"E
L79	62.28	N45°34'54"E
L80	42.80	N08°48'29"E
L81	42.80	N40°55'45"W
L82	32.58	S89°38'00"W
L83	24.84	N10°01'41"W
L84	219.08	S89°38'00"W
L85	86.18	S00°22'09"E
L86	86.51	S59°39'15"W
L87	157.58	S89°39'15"W
L88	437.31	N00°22'00"W
L89	40.00	N89°13'13"E
L90	174.56	N00°22'00"W
L91	119.50	N89°38'00"E
L92	66.45	N44°37'56"E
L93	317.40	N00°22'09"W
L94	26.01	N68°27'30"E

**Kapur**  
7713 N. PORT WASHINGTON RD.  
MILWAUKEE, WI 53217  
kapurinc.com

3617 West Oakwood Road  
Franklin, WI.

REVISIONS:

REVISION	DATE.	1/19/2023
	SCALE.	1" = 150'

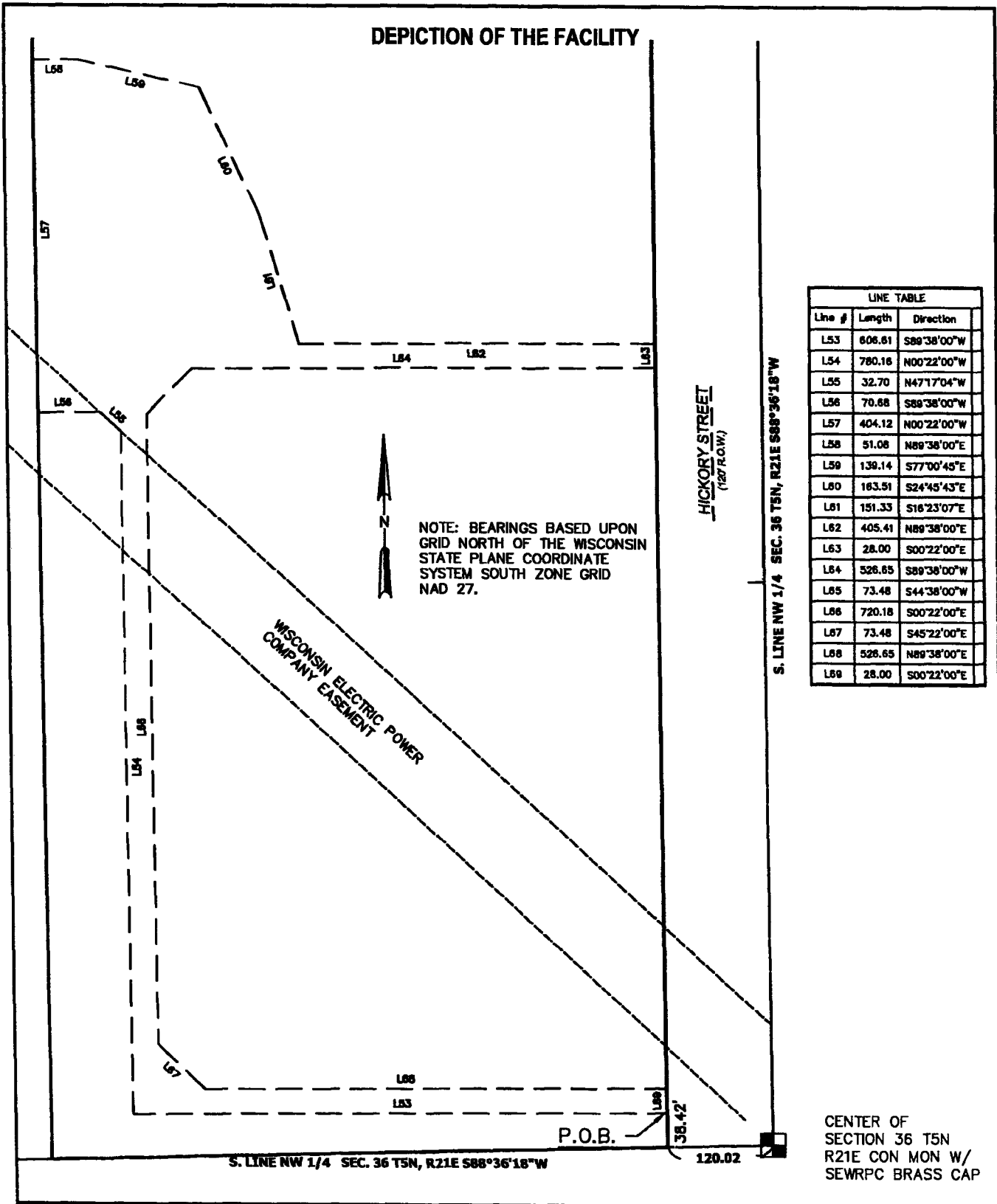
DRAWN BY: BS

1 of 3



Exhibit "B"  
(Depiction of the Facility)

DEPICTION OF THE FACILITY



LINE TABLE		
Line #	Length	Direction
L53	606.61	S89°38'00"W
L54	780.16	N00°22'00"W
L55	32.70	N47°17'04"W
L56	70.68	S89°38'00"W
L57	404.12	N00°22'00"W
L58	51.08	N89°38'00"E
L59	139.14	S77°00'45"E
L60	163.51	S24°45'43"E
L61	151.33	S16°23'07"E
L62	405.41	N89°38'00"E
L63	28.00	S00°22'00"E
L64	526.65	S89°38'00"W
L65	73.48	S44°38'00"W
L66	720.18	S00°22'00"E
L67	73.48	S45°22'00"E
L68	526.65	N89°38'00"E
L69	28.00	S00°22'00"E

**Kapur**  
7711 N. PORT WASHINGTON RD.  
MILWAUKEE, WI 53217  
kapurinc.com

3617 West Oakwood Road  
Franklin, WI.

REVISIONS:

REVISION	DATE	1/19/2023
	SCALE	1" = 150'

DRAWN BY BS

2 of 3

Exhibit "C"  
(Description of the Easement Area)

**DESCRIPTION OF THE EASEMENT AREA**

**DESCRIPTION - STORMWATER MANAGEMENT ACCESS EASEMENT**

Part of the Northeast 1/4 of the Northwest 1/4 Section 36 Town 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the North 1/4 corner of said Section 35; thence S88°27'30"W coincident with the north line of said Northwest 1/4 of Section 36, 120.03 feet; thence S00°22'00"E 60.02 feet to a point on the south right of way line for West Oakwood Road; thence S88°27'30"W coincident with said south line 468.80 feet to the point of beginning; thence S00°22'09"E 758.51 feet; thence S32°39'44"E 61.93 feet; thence S77°39'44"E 49.52 feet; thence N89°38'00"E 387.27 feet; thence S00°22'00"E 256.26 feet; thence S89°38'00"W 363.02 feet; thence N00°22'00"W 22.29 feet; thence N62°37'40"E 143.59 feet; thence N45°34'54"E 62.28 feet; thence N06°46'29"W 42.80 feet; thence N40°55'45"W 42.80 feet; thence S89°38'00"E 32.58 feet; thence N10°01'41"W 24.84 feet; thence S89°38'00"W 219.08 feet; thence S00°22'09"E 86.16 feet; thence S59°39'15"W 86.51 feet; thence S89°39'15"W 157.58 feet; thence N00°22'00"W 437.31 feet; thence N89°13'13"E 40.00 feet; thence N00°22'00"W 174.56 feet; thence N89°38'00"E 119.50 feet; N44°37'56"E 66.45 feet; thence N00°22'09"W 317.40 feet to a point on the south right of way for West Oakwood Road; thence N88°27'30"E coincident with said south line 26.01 feet to the point of beginning.

ALSO

Commencing at the Center of said section 36; thence S88°36'18"W coincident with the south line of said Northwest 1/4 Section 120.02 feet; thence N 00°22'00"W parallel with the east line of said 1/4 section 38.42 feet to the point of beginning; thence S89°38'00"W 606.61 feet; thence N00°22'00"W 780.16 feet; thence N47°17'04"W 32.70 feet; thence S89°38'00"W 70.68 feet; thence N00°22'00"W 404.12 feet; thence N89°38'00"E 51.08 feet; thence S77°00'45"E 139.14 feet; thence S24°45'43"E 163.51 feet; thence S16°23'07"E 151.33; thence N89°38'00"E 405.41 feet; thence S00°22'00"E 28.00 feet; thence S89°38'00"W 526.65 feet; thence S44°38'00"W 73.48 feet; thence S00°22'00"E 720.18 feet; thence S45°22'00"E 73.48 feet; thence N89°38'00"E 526.65 feet; thence S00°22'00"E 28.00 feet to the point of beginning.



3617 West Oakwood Road  
Franklin, WI.

REVISION	DATE	1/19/2023
	SCALE	N.T.S.
	SHEET NUMBER.	
	3 of 3	
DRAWN BY	BS	

## WATER MAIN EASEMENT

Oakwood Industrial  
3617 W. Oakwood Road, Franklin, WI 53132  
Tax Key: 9509997002

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Oakwood Industrial LLC, a Wisconsin limited liability company 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 1/4 of Section Thirty-six (36), 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."

G-1

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**  
(Legal Description of the Property)

**LEGAL DESCRIPTION OF AREA**

**LEGAL DESCRIPTION DERIVED FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1014094-MKE, COMMITMENT DATE: JUNE 23, 2020.**

*THE EAST FIFTY (50) ACRES OF THE NORTH WEST QUARTER OF SECTION NUMBERED THIRTY-SIX (36), IN TOWNSHIP NUMBERED FIVE (5) NORTH OF RANGE NUMBERED TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN EXCEPTING THEREFROM LANDS CONVEYED IN QUIT CLAIM DEED RECORDED MAY 11, 1989, REEL 2329, IMAGE 410, AS DOCUMENT NO 6275397, DESCRIBED AS FOLLOWS THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 SECTION, THENCE SOUTH 88° 36' 23" WEST, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 60 01 FEET TO A POINT, THENCE NORTH 00° 21' 20" WEST, AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 30.01 FEET TO A POINT, THENCE NORTH 88° 36' 23" EAST 60 01 FEET TO A POINT, THENCE SOUTH 00° 21' 20" EAST, ALONG THE EAST LINE OF SAID 1/4 SECTION, 30.01 FEET TO THE POINT OF BEGINNING FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN WARRANTY DEED RECORDED JUNE 20, 2006 AS DOCUMENT NO 9255626, FURTHER EXCEPTING THEREFROM LANDS CONVEYED IN TRUSTEES DEED RECORDED MARCH 6, 2020 AS DOCUMENT NO 10958156*

**AS SURVEYED DESCRIPTION**

*Being part of the North ½ of the Northeast ¼ of section 36, in Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows.*

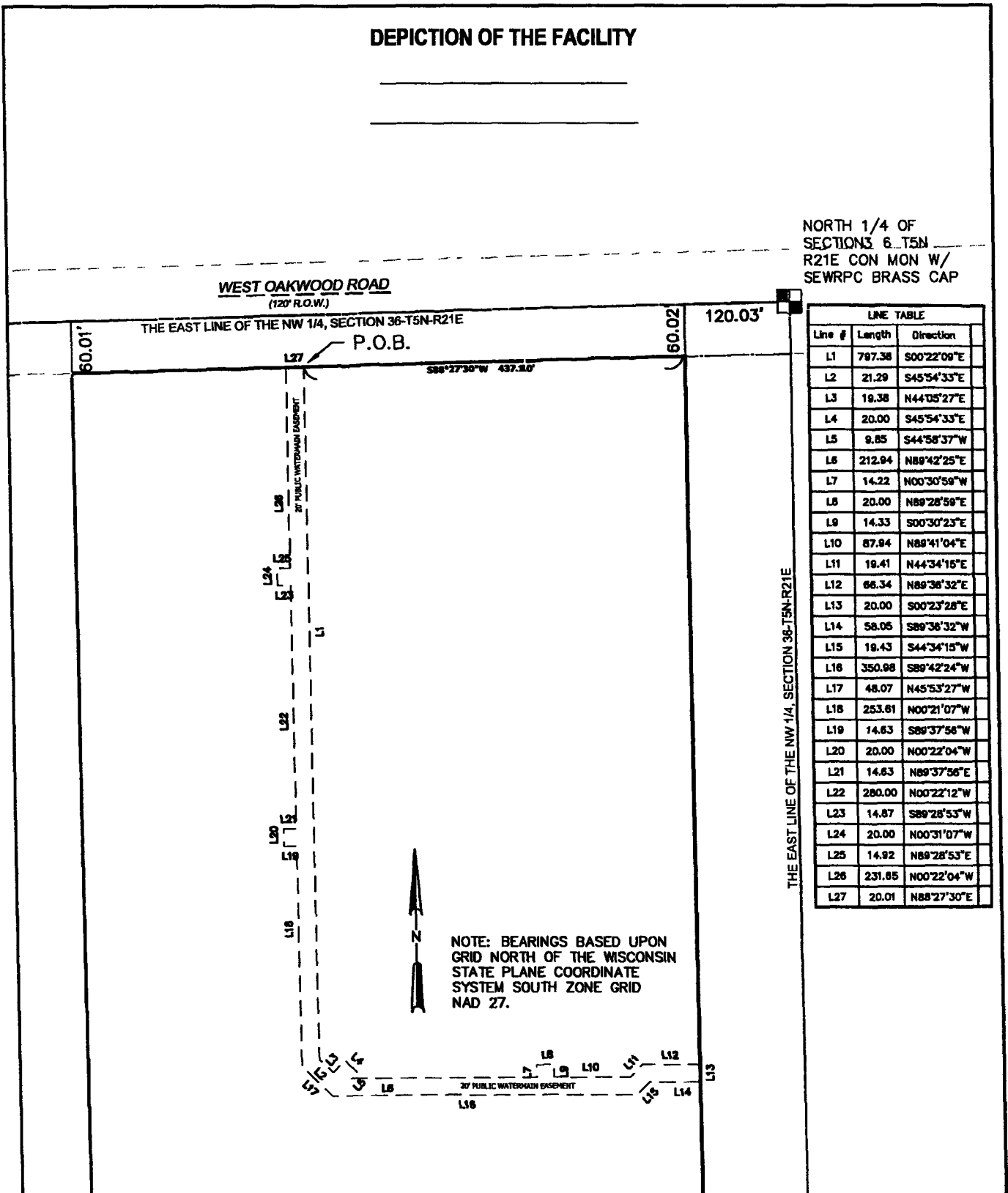
*Commencing at the North ¼ corner of said Section 36, thence South 88°27'30" East, coincident with the north line of the Northeast ¼ of said section, 120 03 feet, thence South 00°22'00" East, being parallel to and 120 feet west of the east line of said ¼ section, 60 02 feet to the Point of Beginning, thence continue South 00°22'00" East, 2,593.05 feet to a point on the south line of said ¼ Section, thence South 88°36'18" West, coincident with said south line 701 28 feet to a point; thence North 00°22'00" West 2591 25 feet to a point on the south line of West Oakwood Road, thence North 88°27'30" East, coincident with said south line 701 32 feet to the point of beginning*

*Said described parcel contains 1,817,538 square feet or 41 725 acres of land.*



**Exhibit B  
(Depiction of the Facility)**

**DEPICTION OF THE FACILITY**



NORTH 1/4 OF SECTION 36-T5N-R21E CON MON W/ SEWRPC BRASS CAP

LINE TABLE		
Line #	Length	Direction
L1	787.38	S00°22'09"E
L2	21.29	S45°54'33"E
L3	19.38	N44°05'27"E
L4	20.00	S45°54'33"E
L5	8.85	S44°58'37"W
L6	212.94	N89°42'25"E
L7	14.22	N00°30'59"W
L8	20.00	N89°28'59"E
L9	14.33	S00°30'23"E
L10	87.84	N89°41'04"E
L11	18.41	N44°34'16"E
L12	66.34	N89°36'32"E
L13	20.00	S00°23'28"E
L14	58.05	S89°36'32"W
L15	18.43	S44°34'15"W
L16	350.98	S89°42'24"W
L17	48.07	N45°53'27"W
L18	253.61	N00°21'07"W
L19	14.63	S89°37'56"W
L20	20.00	N00°22'04"W
L21	14.63	N89°37'56"E
L22	280.00	N00°22'12"W
L23	14.87	S89°28'53"W
L24	20.00	N00°31'07"W
L25	14.92	N89°28'53"E
L26	231.65	N00°22'04"W
L27	20.01	N88°27'30"E

**Kapur**  
ENGINEERS  
7711 N. PORT WASHINGTON RD.  
MILWAUKEE, WI 53217  
kapurinc.com

3617 West Oakwood Road  
Franklin, WI.

REVISION	DATE:	12/02/2021
	SCALE:	1" = 150'
DRAWN BY	BS	

Exhibit C  
(Description of the Easement Area)

**DESCRIPTION OF THE EASEMENT AREA**

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**DESCRIPTION - PUBLIC WATERMAIN EASEMENT**


Part of the Northeast 1/4 of the Northwest 1/4 Section 36 Town 5 North Range 21 East in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the North 1/4 corner of said Section 35; thence S88°27'30"W coincident with the north line of said Northwest 1/4 of Section 36, 120.03 feet; thence S00°22'00"E 60.02 feet to a point on the south right of way line for West Oakwood Road; thence S88°27'30"W coincident with said south line 437.10 feet to the point of beginning; thence S00°22'09"E 797.38 feet; thence S45°54'33"E 21.29 feet; thence N44°05'27"E 19.38 feet; thence S45°54'33"E 20.00 feet; thence S44°58'37"W 9.85 feet; thence N89°42'25"E 212.94 feet; thence N00°30'59"W 14.22 feet; thence N89°28'59"E 20.00 feet; thence S00°30'23"E 14.33 feet; thence N89°41'04"E 87.94 feet; thence N44°34'15"E 19.41 feet; thence N89°36'32"E 66.34 feet; thence S00°23'28"E 20.00 feet; thence S89°36'32"W 58.05 feet; thence S44°34'15"W 19.43 feet; thence S89°42'24"W 350.98 feet; thence N45°53'27"W 48.07 feet; thence N00°21'07"W 253.61 feet; thence S89°37'56"W 14.63 feet; thence N00°22'04"W 20.00 feet; thence N89°37'56"E 14.63 feet; thence N00°22'12"W 280.00 feet; thence S89°28'53"W 14.87 feet; thence N00°31'07" 20.00 feet; thence N89°28'53"E 14.92 feet; thence N00°22'04"W 231.65 feet to a point on the south line of West Oakwood Road; thence N88°27'30"E coincident with said south line 20.01 feet to the point of beginning



3617 West Oakwood Road  
Franklin, WI.

REVISION	DATE	12/02/2021
	SCALE	N.T.S.
DRAWN BY	BS	

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> June 6, 2023
<b>Reports &amp; Recommendations</b>	<b>A Resolution Authorizing Certain Officials to Accept an Access, Water Main &amp; Sanitary Sewer Easement on Property Owned by Wisconsin Electric Power Company (TKN 844 9994 000)</b>	<b>ITEM NO.</b> Ald. Dist. 6 C.9.

**BACKGROUND**

Pursuant to the approval of the Cape Crossing subdivision, an easement is required to construct, maintain, and operate public emergency access/pedestrian path, sanitary sewer and water main facilities. It is necessary to install this easement on Wisconsin Electric Power Company property located on the north side of W. Ryan Road at approximately 12200 W. Ryan Road (TKN 844 994 000).

**ANALYSIS**

The public emergency access/pedestrian path, sanitary sewer, and water main facilities will be constructed and paid for by the developer of the Cape Crossing subdivision. These facilities are necessary for the development of this subdivision. The easement allows for the construction of a pedestrian path that provides secondary public emergency access to the subdivision and the construction of sanitary sewer and water main facilities that serve the subdivision.

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said easement. The executed easement will be returned to We Energies for execution and recording with the Register of Deeds for Milwaukee County.

**OPTIONS**

- Accept the easement
- or
- Other direction to Staff

**FISCAL NOTE**

There is no fiscal impact related to this acceptance.

**RECOMMENDATION**

Motion to adopt Resolution 2023-\_\_\_\_\_ a resolution authorizing certain officials to accept an Access, Water Main & Sanitary Sewer Easement on property owned by Wisconsin Electric Power Company (TKN 844 9994 000)

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT AN ACCESS,  
WATER MAIN & SANITARY SEWER EASEMENT ON PROPERTY OWNED BY  
WISCONSIN ELECTRIC POWER COMPANY (TKN 844 9994 000)

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WHEREAS, an easement is required to construct, maintain and operate public emergency access/pedestrian path, sanitary sewer and water main facilities on property owned by Wisconsin Electric Power Company, located at approximately 12200 W. Ryan Road (TKN 844 9994 000); and

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

WHEREAS, the easement allows for the construction of a pedestrian path facility that provides secondary public emergency access to the subdivision and the construction of sanitary sewer and water main facilities to serve the subdivision; and

WHEREAS, the facilities will be constructed and paid for by the developer of the Cape Crossing subdivision.

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 easement, and, therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement, accepting it on behalf of the City.

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 \_\_\_\_\_

**ACCESS, WATER MAIN & SANITARY  
SEWER EASEMENT**

Document Number

This **ACCESS, WATER MAIN & SANITARY SEWER EASEMENT** (the "Easement") is made by **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies** ("Grantor"), to **CITY OF FRANKLIN**, a municipal corporation ("Grantee").

**WHEREAS**, Grantee desires to acquire a permanent non-exclusive easement over a portion of Grantor's lands hereinafter described for one (1), eight inch water main pipe and one (1) twelve inch sanitary sewer pipe with appurtenances, hereinafter called "water/sewer facilities" and an access easement for one (1) 12 foot wide asphalt path for pedestrian crossing and emergency vehicle use over a portion of Grantor's lands being part of the **Southwest ¼ of Section 19, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin**, being further described in that certain Quit Claim Deed dated August 12, 1936 and recorded on August 26, 1936 in Volume 1395 of Deeds on page 367 as Document Number 2097580 at the Milwaukee County Register of Deeds.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and grants to Grantee, its successors and assigns, an Easement on, over, under, across, through and upon a part of Grantor's property hereinafter referred to as the "Easement Area".

**Easement Area:** The Easement Areas are described as strips of land approximately 12 feet wide for an access easement, 20 feet wide for a sanitary sewer easement and 20 feet wide for a water main easement (the "Easement Area").

The location of the Easement Area is depicted and described on the attached Easement Description Map, marked Exhibits "A" for Access easement, Exhibit "B" for Sanitary Sewer easement and Exhibit "C" for Water Main easement made a part hereof by this reference.

This permanent, nonexclusive easement is granted and given upon the following terms and conditions

1. Grantor reserves unto itself, its successors and assigns, the right to use the easement area for any purpose. It is expressly agreed that the construction, installation, operation, maintenance, replacement and repair of electric lines, gas pipelines and related facilities, both overhead and underground, upon, over, across, within and beneath said easement area, are not uses which are inconsistent with the rights herein granted. It is also agreed that this easement is taken subject to the rights of third parties, which have previously been granted rights to place facilities in said easement area. It is further agreed that access to Grantor's lands shall be maintained at all times.
2. It is understood and agreed that in the event it is necessary to reconstruct, protect, modify, adjust, replace or relocate towers, poles, wires, anchors or guy wires, gas pipelines or other facilities of Grantor's due to the construction, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said access path, sewer and water facilities, said reconstruction, protection, modification, replacement or relocation shall be performed by Grantor at the sole cost and expense of Grantee and Grantee agrees to reimburse Grantor for the reasonable costs and expenses incurred by Grantor for their facility alterations immediately upon presentation of a bill therefor.
3. Grantee further agrees to reimburse Grantor for reasonable additional costs incurred in connection with the construction or installation of future facilities or improvements, whether on the surface, underground or overhead, to the extent that such costs are increased or affected by the construction, installation, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said access path, sewer and water facilities. Grantor will not unnecessarily locate future facilities in close proximity to Grantee's access path, sewer and water main facilities so as to minimize potential for future facility conflicts between Grantee and Grantor.

However, prior to any construction or installation of any new facility in the easement area which will require reimbursement by Grantee, Grantor shall notify Grantee of the proposed construction or installation and of the estimated additional costs to be incurred by Grantor as a result of the existence of said access path, sewer and water facilities.

RETURN TO  
We Energies  
Attn Julie Simmons  
PO Box 2046  
Milwaukee, WI 53201-9509

844-999-4000  
(Parcel Identification Number)

Grantee may elect, in lieu of reimbursing Grantor for said additional costs to alter or relocate said access path, sewer and water facilities, at its sole cost and expense, to accommodate the construction or installation to be made by Grantor. Grantee shall have the option to relocate its said access path, sewer and water facilities and Grantor shall provide, if possible, an alternate location on Grantor's lands for said access path, sewer and water facilities subject to all of the terms and conditions of this easement.

4. Grantee shall, in the performance of any and all work relating to the construction, installation, operation, repair, cleaning, reconstruction, replacement or maintenance of said access path, sewer and water facilities while in proximity to any electric or gas line facilities, conform with the provisions and requirements of all applicable laws, rules and regulations, including without limitation all laws, rules and regulations such as O.S.H.A. dealing with safe work practices and the operation of equipment near electrical lines and equipment, the provisions of the Wisconsin State Electrical Code and any amendments thereto and the provisions of the Wisconsin Administrative Code, PSC 135 Gas Safety and any amendments thereto. Grantee shall maintain the O.S.H.A. safe working clearance of 12' to the overhead 138kV conductors at all times. Grantee further agrees to abide by the requirements set forth by Grantor on the Exhibit "D" attached hereto and made a part hereof.

In addition, Grantee agrees that any work for the access path, sewer and water main, including installation, repair or replacement in the vicinity of Grantor's underground electric cables/feeders and gas pipelines and the City of Franklin's future licensed recreation trail, shall be done using boring equipment and not open trenching. Any open cut excavation in other areas of Grantor's lands not in the vicinity of Grantor's underground electric cables/feeders and gas pipelines and the City of Franklin's licensed recreation trail, will require backfilling with suitable material which is to be compacted to a minimum 95% maximum dry density. Grantee agrees to maintain a minimum of 24 inches between the top of the sewer and water main and all underground electric cables and a minimum of 36 inches between the top of the gas pipelines at all times. Grantee further agrees that there shall be no staging of equipment or storage of materials on Grantor's lands and that no vehicles or machinery shall be parked, driven or transported over any underground utility facilities at any time.

5. Grantee agrees that elevation of the ground surface existing on the date of the initial installation of Grantee's facilities within the easement area will not be altered without the written consent of Grantor.

6. Grantee shall be responsible for all maintenance, repairs, construction, replacement and removal of all improvements including the sewer, water main and asphalt emergency path across Grantor's land at Grantee's expense.

7. Grantee shall protect, indemnify, save and hold harmless the Grantor and its affiliated corporations, their successors and assigns, and their directors, officers, agents and employees from any and all claims, demands, actions, and all liability, costs and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by the Grantor and its affiliated corporations or their directors, officers, agents or employees as a result of injury or death of any person (including employees of the Grantor and its affiliated corporations) or damage to any property arising out of or in any way connected with the permission herein given, or use of the property of Grantor.

8. Grantee agrees that it will indemnify and save harmless Grantor from any special tax or assessment that shall at any time be made or levied against Grantor on the lands upon which the above-described easement is located by reason of the construction, installation, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said access path, sewer and water facilities so long as this easement remains in effect, provided that, in the event the foregoing commitment is for any reason held to be invalid or unenforceable, Grantee by acceptance of this easement, agrees that as additional consideration for the granting of this easement, it will pay Grantor an amount equal to the amount paid by Grantor under any special tax or assessment in connection with or on account of the construction, installation or maintenance of said access path, sewer and water facilities.

9. In and during the construction, installation, operation, repair, cleaning, reconstruction, replacement or maintenance of said access path, sewer and water facilities and thereafter, so much of the surface, subsurface or underground installations or facilities now or hereafter placed in said easement area as may be disturbed, will, at the expense of Grantee be replaced in the same condition as it or they existed prior to the sewer and water work being done, including the placing of topsoil and perennial seed on said disturbed areas. If said restoration is not completed within a reasonable time and to the Grantor's satisfaction, Grantor shall have the right to make such restoration and collect the cost thereof from Grantee upon presentation of a bill therefor. Grantee agrees that all modifications (cut and/or fill) to the recreation trail shall be done such that the structural integrity of the recreation trail is not altered. Grantee further agrees that if fill is to be placed on the recreation trail, it shall conform to Grantee's recreation trail material.

10. Grantee agrees to release Grantor from any responsibility for damage resulting from electrolysis due to local galvanic or stray current conditions on or along said strip of land which may be incurred by the installation of said sewer and water

facilities, and further agrees to assume all costs for electrolysis protection and/or any drainage equipment considered necessary to protect said sewer and water facilities.

11. Grantee agrees to contact John Harvie of Grantor at (414) 333-5678, or such other person as Grantor may from time to time designate, within the specified time limits to inform him about the following occurrences

- a) At least 7 calendar days prior to the commencement of the construction, installation, repair, reconstruction, replacement or maintenance of said sewer and water facilities, including any grading within the easement area.
- b) Within 7 calendar days after the completion of the work involved in the construction, installation, repair, reconstruction, replacement or maintenance of said sewer and water facilities with a plan for restoration and a detailed "as built" engineering drawing showing the exact location of said sewer and water facilities.
- c) Within 7 calendar days after the restoration has been completed.
- d) Within 7 calendar days after a lapse of 6 months since Grantee accepted this Easement if the project herein permitted has not been undertaken by such date, within 7 calendar days after each 6 month interval thereafter until the project herein permitted is undertaken. If not constructed within two (2) years of the signing hereof, this easement shall terminate and no longer be of any force and effect.

12. If it is necessary for Grantee to make emergency repairs to its sewer and water facilities, Grantee shall have the right to make emergency repairs and notify Grantor within 24 hours thereafter, of the location and extent of said emergency repairs. If in the judgment of Grantor, its property, poles, wires, cables, anchors, structures, gas mains or other facilities are jeopardized, due to failure or improper functioning of said sewer and water facilities Grantor reserves the right to make emergency repairs or undertake such other prudent measures as it deems necessary, without notice to Grantee and to collect the cost thereof from Grantee upon presentation of a bill therefor.

13. Grantee shall contact "Diggers Hotline" at least 3 working days prior to the construction, installation, repair, reconstruction, replacement or maintenance of said sewer and water facilities in order to determine the location of electric, telephone and gas facilities within Grantor's said lands and the applicable clearance requirements for work performed in proximity to such facilities. (The current phone number for "Diggers Hotline" is 1-800-242-8511.)

14. In and during the construction, operation, installation, repair, cleaning, reconstruction, replacement or maintenance of said sewer and water facilities and asphalt access path Grantee shall remove from the lands of Grantor all earth, stones or other excavated material which may result from the excavation and installation of said access path, sewer and water facilities. Excepted from this provision is such material as may be necessary to provide adequate cover for said sewer and water facilities or such material which Grantor desires to have placed on its lands as may be mutually agreed upon.

15. Grantee agrees that there shall be no impairment of natural or of installed drainage facilities occasioned by the aforementioned use of Grantor's lands and/or by the construction, installation, operation, repair, reconstruction, replacement, maintenance or removal of said access path, sewer and water facilities.

16. All of the foregoing terms and conditions are to bind and inure to the benefit of the parties to this easement and their respective successors and assigns.

17. This easement shall not take effect until the same is fully accepted, subject to all its terms and conditions, by Grantee and is duly executed, in duplicate originals, by Grantee, then executed by Grantor's Manager of Property Management and a fully executed original of this easement is returned to City of Franklin for its records.

IN WITNESS WHEREOF, the said WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies has caused these presents to be signed by its Manager of Property Management this \_\_\_\_ day of \_\_\_\_\_, 2023 and the CITY OF FRANKLIN, a municipal corporation has caused these presents to be signed by its Mayor and Clerk this \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTEE: CITY OF FRANKLIN**

By \_\_\_\_\_  
John R. Nelson, the Mayor

By \_\_\_\_\_  
Karen L. Kastenson, the City Clerk

STATE OF WISCONSIN)  
· SS  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named John R. Nelson, the Mayor and Karen L. Kastenson, the Clerk of the above named municipal corporation, to be known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk of said corporation, an acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public Signature

Print Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[Notary Seal]



**GRANTOR: WEC Business Services LLC,  
Its Affiliate and Agent**

By \_\_\_\_\_  
Tonya M. Peters  
Manager of Property Management

STATE OF WISCONSIN )  
                                  ) ss.  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Tonya M. Peters, known to me to be the Manager of Property Management of Wisconsin Electric Power Company by WEC Business Services LLC, its Affiliate and Agent, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

\_\_\_\_\_  
Notary Signature

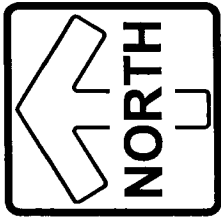
Print Name \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

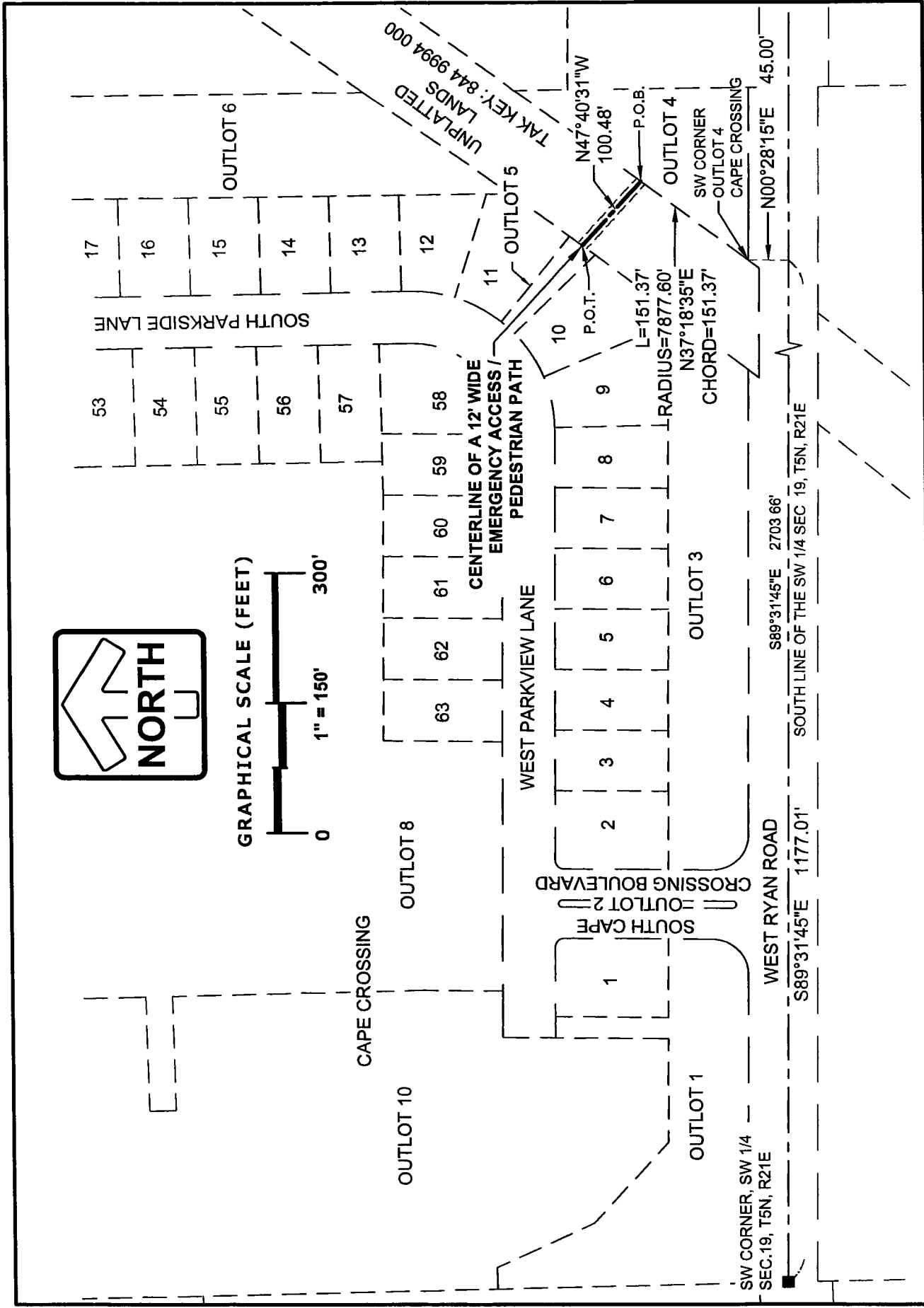
My Commission expires \_\_\_\_\_

[Notary Seal]

This instrument was drafted by Julie Simmons\_on behalf of We Energies, 231 W. Michigan St., Milwaukee WI 53203



GRAPHICAL SCALE (FEET)



# EXHIBIT A

SHEET 1 OF 2

08/26/2022

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

10725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

PEG JOB# 14.00

**LEGAL DESCRIPTION:**

Being a part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the Southwest 1/4 of said Section 19; thence South 89°31'45" East along the south line of the said Southwest 1/4, 1177.01 feet; thence North 00°28'15" East, 45.00 feet to the southwest corner of Outlet 4 of Cape Crossing and a point on a curve; thence northeasterly 151.37 feet along the arc of said curve to the left and the northwesterly line of said Outlet 4, whose radius is 7877.60 feet and whose chord bears North 37°18'35" East, 151.37 feet to the Point of Beginning of the Centerline of a 12' Wide Emergency Access / Pedestrian Path; thence North 47°40'31" West along said centerline, 100.48 feet to the southeasterly line of Outlet 5, Cape Crossing, and the Point of Termination.



**EXHIBIT A**

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

**SHEET 2 OF 2**

**08/26/2022**

**PLAN | DESIGN | DELIVER**

[WWW.PINNACLE-ENGR.COM](http://WWW.PINNACLE-ENGR.COM)

PEG.JOB#1004.00



GRAPHICAL SCALE (FEET)

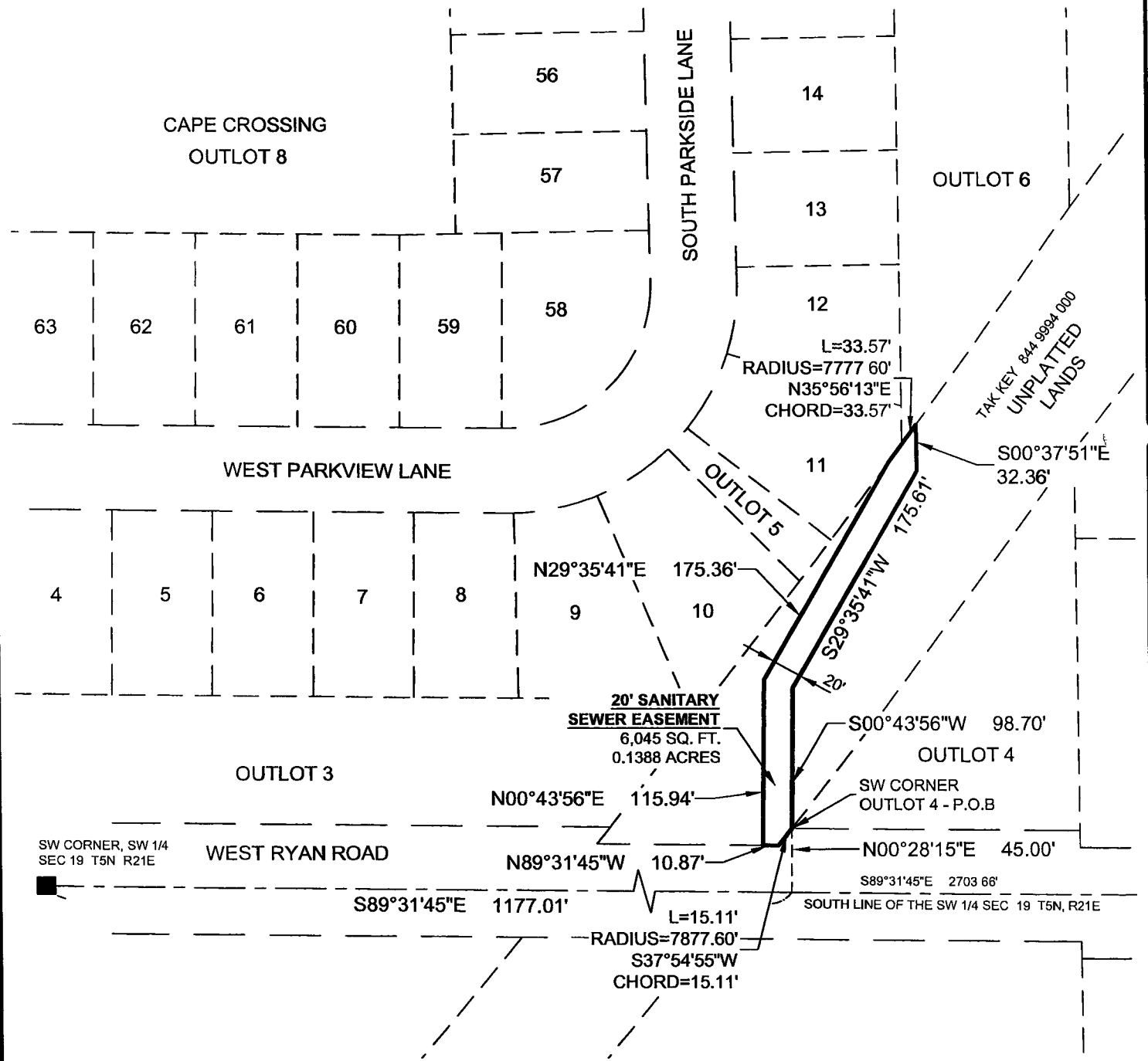
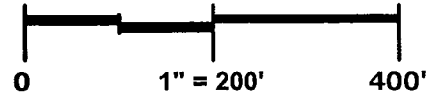


EXHIBIT B

SHEET 1 OF 2

10/12/2022

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PEG JOB#1004.00

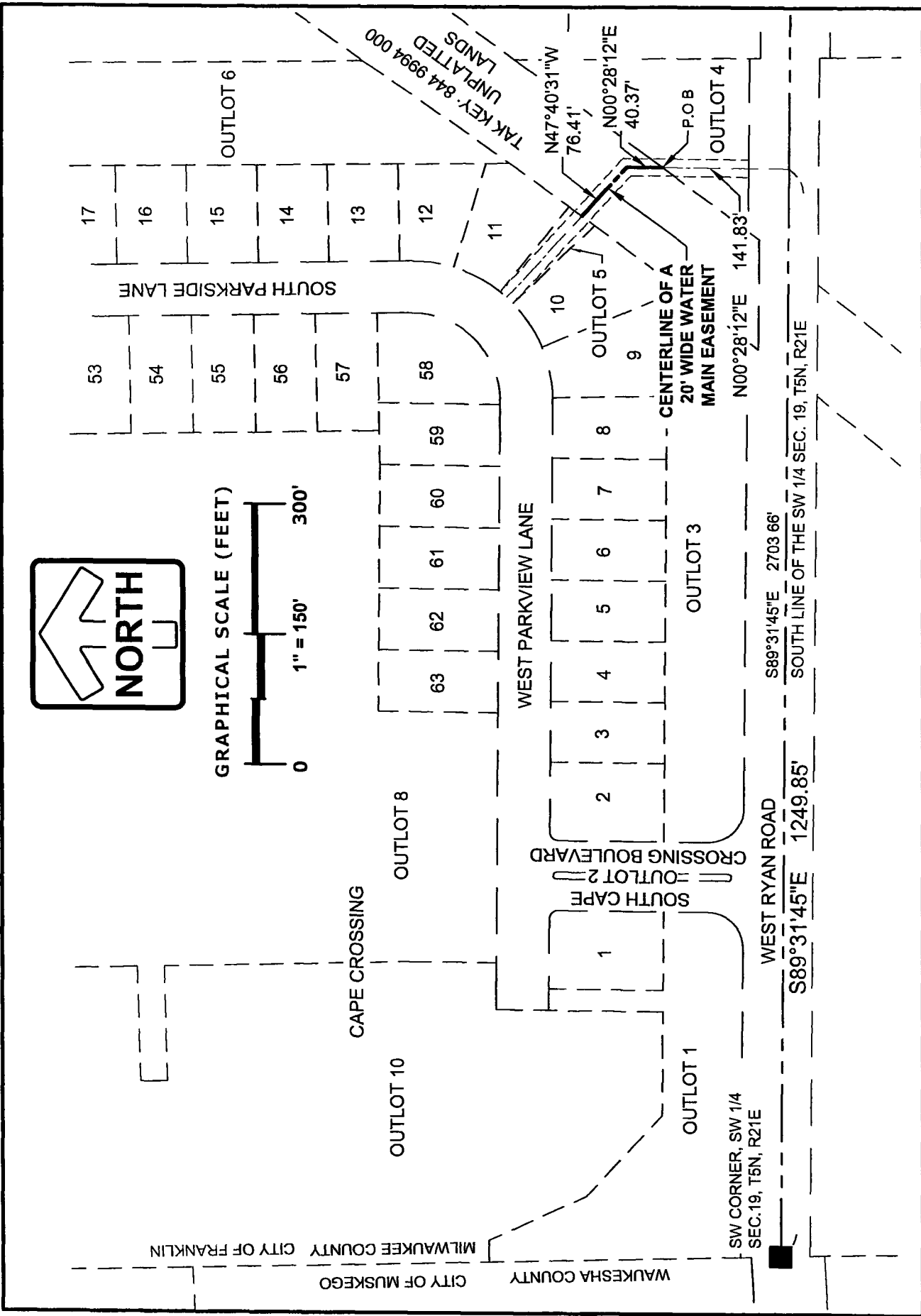
**LEGAL DESCRIPTION:**

Being a part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the Southwest 1/4 of said Section 19; thence South 89°31'45" East along the south line of said Southwest 1/4, 1177.01 feet; thence North 00°28'15" East, 45.00 feet to the southwest corner of Outlot 4 in Cape Crossing, a point on a curve and the Point of Beginning;

Thence southwesterly 15.11 feet along the arc of said curve to the right; whose radius is 7877.60 feet and whose chord bears South 37°54'55" West, 15.11 feet; thence North 89°31'45" West, 10.87 feet; thence North 00°43'56" East, 115.94 feet; thence North 29°35'41" East, 175.36 feet to the southeasterly line of Lot 11 of said Cape Crossing and a point on a curve; thence northeasterly 33.57 feet along the arc of said curve to the left and said southeasterly line of Lot 11 and then continuing along the southeasterly line of Outlot 6, Cape Crossing, whose radius is 7777.60 feet and whose chord bears North 35°56'13" East, 33.57 feet; thence South 00°37'51" East, 32.36 feet; thence South 29°35'41" West, 175.61 feet; thence South 00°43'56" West, 98.70 feet to the Point of Beginning.





# EXHIBIT C

SHEET 1 OF 2 08/26/2022

**PINNACLE ENGINEERING GROUP**  
 .0725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53

**PLAN | DESIGN | DELIVER**  
 WWW.PINNACLE-ENGR.COM PEGJOB# 14.00

**LEGAL DESCRIPTION:**

Being a part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the Southwest 1/4 of said Section 19; thence South 89°31'45" East along the south line of said Southwest 1/4, 1249.85 feet; thence North 00°28'12" East, 141.83 feet to a point on the northwesterly line of Outlot 4 of Cape Crossing and the Point of Beginning of the Centerline of a 20' Wide Water Main Easement;

Thence continuing North 00°28'12" East, 40.37 feet along said centerline; thence North 47°40'31" West, 76.41 feet along said centerline to the southwesterly line of Outlot 5 of said Cape Crossing.



**EXHIBIT C**

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

**SHEET 2 OF 2**

**08/26/2022**

**PLAN | DESIGN | DELIVER**

[WWW.PINNACLE-ENGR.COM](http://WWW.PINNACLE-ENGR.COM)

PEG JOB #1004.00

## EXHIBIT "D"

### (SOUTHERN AREA)

#### CONTRACTOR'S SPECIAL PROVISIONS

##### A. RELATIONS WITH WE ENERGIES, HEREINAFTER REFERRED TO AS "COMPANY"

No work shall be initiated under this agreement in proximity to underground electrical conductors without a 72 hour prior notice to Company. In addition, all work under this agreement performed in proximity to energized electrical conductors shall conform to the provisions and requirements, with any amendments hereto, of O.S.H.A. Safety and Health Regulations for Construction, in particular but not limited to subpart 1926.550 and the provisions of the Wisconsin State Electrical Code and any amendments thereto.

No building or structure or replacement thereof, including lighting standards, signal or control devices and highway signs, will be erected in proximity to said electric lines which will be in violation of the provisions of the above regulations.

##### B. NAME AND ADDRESS OF COMPANY REPRESENTATIVES

Company representative who may be consulted by Permittee/Grantee and bidders with regard to utility requirements during construction and the Company representative with whom contractors may arrange for temporary de-energizing and grounding of circuits is Amy Plato, Area Manager (414) 423-5063. Arrangements must be made at least 15 days in advance.

##### C. GENERAL - WORK ON COMPANY LANDS

All work, including construction of embankment, clearing, grubbing and grading within and around utility structures shall be subject to inspection by a Company representative; shall be conducted and performed in a manner satisfactory to such representative, and shall be in accordance with the requirements of the plans, standard specifications and these special provisions.

Grantee/Permittee shall exercise extreme care in the prosecution of this work to prevent damage to utility structures, foundations, adjacent structures, underground installations or property. Any damage done by the Grantee/Permittee to existing installations during the progress of this work shall be repaired by Grantee/Permittee at his own expense in a manner satisfactory to Company.

##### 1. Embankment Materials and Methods of Construction

Material for embankments within and adjacent to the towers shall be free of sod, humus, wood, or other degradable materials, frozen lumps and shall all pass a six-inch ring.

All required construction of embankments within a distance of ten (10) feet of a tower structure shall be done by hand or with small equipment which is equipped with direct positive controls, except that work within two (2) feet of a tower member shall be accomplished entirely with hand-operated tools. Clamshells, drag buckets, or any other equipment having indirect controls, or power-driven compaction equipment shall not be used within ten (10) feet of a tower structure.

All embankment work shall be done in such a manner that no direct or indirect pressure will be brought against any portion of the tower structure by the Grantee's/Permittee's equipment.

Prior to placing embankment within and around the towers, Grantee/Permittee shall clean the steel work to be covered by embankment of all earth, oil, or other foreign matter in an approved manner, except that in no case shall Grantee/Permittee use equipment or materials that would damage the steel work, bolts, or galvanized coating.

After the steel work has been cleaned, Grantee/Permittee shall apply a coating of asphalt-based paint, as approved by the Manager, Construction Services, We Energies, on all areas which are to be covered by fill material. This protective paint coating shall be applied to the steel work to a height of not less than six inches above the finished grade.

This asphalt paint coating shall be applied in two (2) separate coats, allowing 12 hours drying time between applications. Care shall be taken in the construction of embankments to avoid damage to the asphalt paint.

All costs of coating the steel tower legs indicated above shall be construed to be incidental to other contract items and no separate additional payment will be made thereof

Compaction of the fill material shall be in accordance with the requirements for Special Compaction in Subsection 207.3.6 3 of the Standard Specifications. After a layer of materials has been put into place, compacting work shall begin near the



center of a tower structure and shall be carried out in a uniformly expanding pattern except that around any tower leg, both sides shall be compacted simultaneously.

Grantee/Permittee shall not place any embankment or fill material in an area within the tower base occupied by free water.

2. Excavations

When open cut excavation is required in the vicinity of Transmission Structures the following conditions should be met

- a. The near side of the excavation shall be no closer than 20 feet from the face the structure involved.
- b. That the grade around a structure shall be maintained for a distance of 20 feet in all directions, as measured at grade perpendicular to the outside face of a steel structure footing or a wood pole  
Grading of ground beyond the edge of the resulting square or rectangular flat area shall not be steeper than the following slopes

	<u>Horizontal</u> <u>Distance</u>	<u>Vertical</u> <u>Distance</u>	
Steel towers	4 ft	1 ft.	
Steel poles	4 ft.	1 ft.	
Wood H-frames	3 ft.	1 ft.	
Single wood poles	2 ft.	1 ft.	

- c. The excavation must be shored to prevent any loss of material from the area of the tower foundations to insure retention of structural integrity.
- d. Excavated material shall not be stored in the immediate area of the tower (i.e., piled so as to cause damage to bracing systems).
- e. The excavation shall be backfilled with suitable material and thoroughly compacted.
- f. The surface elevation of the excavated area shall be restored to its original condition and not cause any alteration of the drainage patterns in the area of the tower.
- g. The agency involved should submit plans in advance for any work in the vicinity of transmission structures.
- h. If the above conditions cannot be met, the plans for the proposed project should be submitted to W.E.P.Co. Transmission Engineering for review.

3 Additional Requirements

The Grantee/Permittee agrees.

That no explosives will be used on the Company rights-of-way.

To accept liability for damage or the destruction of property, damage to Company facilities and injury or death of personnel in connection with the proposed construction which will be covered by this agreement.

To reimburse Company for any facility alternation costs which Company may consider necessary due to the construction covered by the agreement.


To provide for the retention of access to Company's facilities which would otherwise be land-locked or an appropriate sum should be offered to Company for this condition resulting from the construction.

To provide for twenty-four hour access to any substation property

To restore, to a condition satisfactory to Company, any ground surface which may have been disturbed by the Grantee/Permittee operations.

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> June 6, 2023
Reports & Recommendations	<b>A Resolution Authorizing the Installation of a Fence Within the 20-foot Public Utility Easement Upon Lot 31 in Block 1, in Park View South Subdivision (7923 S. 67th Street) (Tax Key No. 805-0096-000) (Peplinski, Kenneth S., Applicant)</b>	<b>ITEM NO.</b> Ald. Dist. 1  G.10.

**BACKGROUND**

Staff received a request to install a fence within a 20-foot public utility easement split between the property line of 7923 S. 67<sup>th</sup> Street and 7915 S 67<sup>th</sup> Street. The 20-foot easement (10-foot on each property) has a twenty-one (21) inch concrete storm pipe.

The proposed fence will encroach the southern 10-feet of the storm easement that is located on 7923 S. 67<sup>th</sup> Street. See Exhibit A. The owner will also install a small section with a gate within the easement facing the road (South 67th Street) for utility access.

**ANALYSIS**

Staff is agreeable to allow the fence to be installed within the easement if the property owner is fully responsible for repair and/or replacement if the utilities should need to be accessed or excavated for maintenance and/or replacement.

The resolution provides that:

1. The subject fence shall not impede the stormwater drainage way.
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access, repair or replacement of the existing utilities.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A1 annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B annexed hereto, respectively.

**OPTIONS**

Approve or Deny

**FISCAL NOTE**

None

**RECOMMENDATION**

Resolution 2023-\_\_\_\_\_ a resolution to authorize the installation of a fence within the 20-foot public utility easement, upon Lot 31 in block 1 in Park View South Subdivision (7923 S. 67th Street) (Tax Key No. 805-0096-000) (Peplinski, Kenneth S, applicant).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20-FOOT PUBLIC UTILITY EASEMENT UPON LOT 31 IN BLOCK 1, IN PARK VIEW SOUTH (7923 S. 67TH STREET) (TAX KEY NO. 805-0096-000) (PEPLINSKI, KENNETH S., APPLICANT)

---

WHEREAS, the Park View South Subdivision Plat prohibits the building of structures within the 20-foot "public utility easement," described thereon; and

WHEREAS, Peplinski, Kenneth S., property owner, having applied for an installation of a 6-foot wooden fence, and a 6-foot chain link fence located at 7923 S 67<sup>th</sup> Street, zoned R-5 Residential, bearing Tax Key No. 805-0096-000, more particularly described as follows:

Lot 31 in block 31 in Park View South, being a subdivision of a part of the northwest one-quarter and southwest one-quarter of the northeast one-quarter of Section 15, in Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the fences would encroach upon the southern half of the 20-foot "Public Utility Easement" straddling the property line shared by 7923 S. 67<sup>th</sup> Street (Tax Key No. 805-0096-000) and 7915 S 67<sup>th</sup> Street (Tax Key No. 805-0097-000); and

WHEREAS, the 20-foot "Public Utility Easement" restrictions upon the Final Plat for Park View South Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the request for the encroachment at the 20-foot public utility easement restriction only so as to allow for the subject fence installation; and

WHEREAS, the Common Council having considered the proposed location of and type of fence to be installed upon the subject property and potential interference with the storm pipe utility operations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Peplinski, Kenneth S., on May 17, 2023, be and the same is hereby authorized and approved and that the "Public Utility Easement" restrictions as it would otherwise apply to such installation upon the subject property only, is hereby waived and released, subject to the following conditions:

1. The subject fence shall not impede the stormwater drainage way.
2. The property owners, and their successors and assigns, shall keep the fence in good repair.
3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access, repair or replacement of the existing utilities.
4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A1 annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B annexed hereto, respectively.

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

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_

May 18, 2023

Glen Morrow  
City Engineer  
City of Franklin

Dear Mr. Morrow,

I, Kenneth S. Peplinski, residing at 7923 South 67Th Street, would like to seek approval for installing a part wooden fence and part chain link fence within my property.

Attached is the proposed location of the fence.

Thank you for your time and consideration.

Sincerely,

Kenneth Peplinski

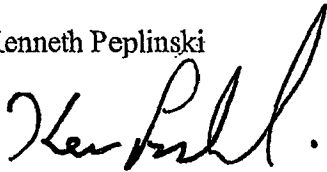
A handwritten signature in black ink, appearing to read "Ken Peplinski", with a period at the end. The signature is written in a cursive style.

EXHIBIT A

**METROPOLITAN ENGINEERING, INC.**  
**ENGINEERS — LAND SURVEYORS**  
 11000 W. JANESVILLE RD. HALES CORNERS, WI 53130  
 (414) 425-9433

**PLAT OF SURVEY**

**PREPARED FOR:** O'Malley Enterprises

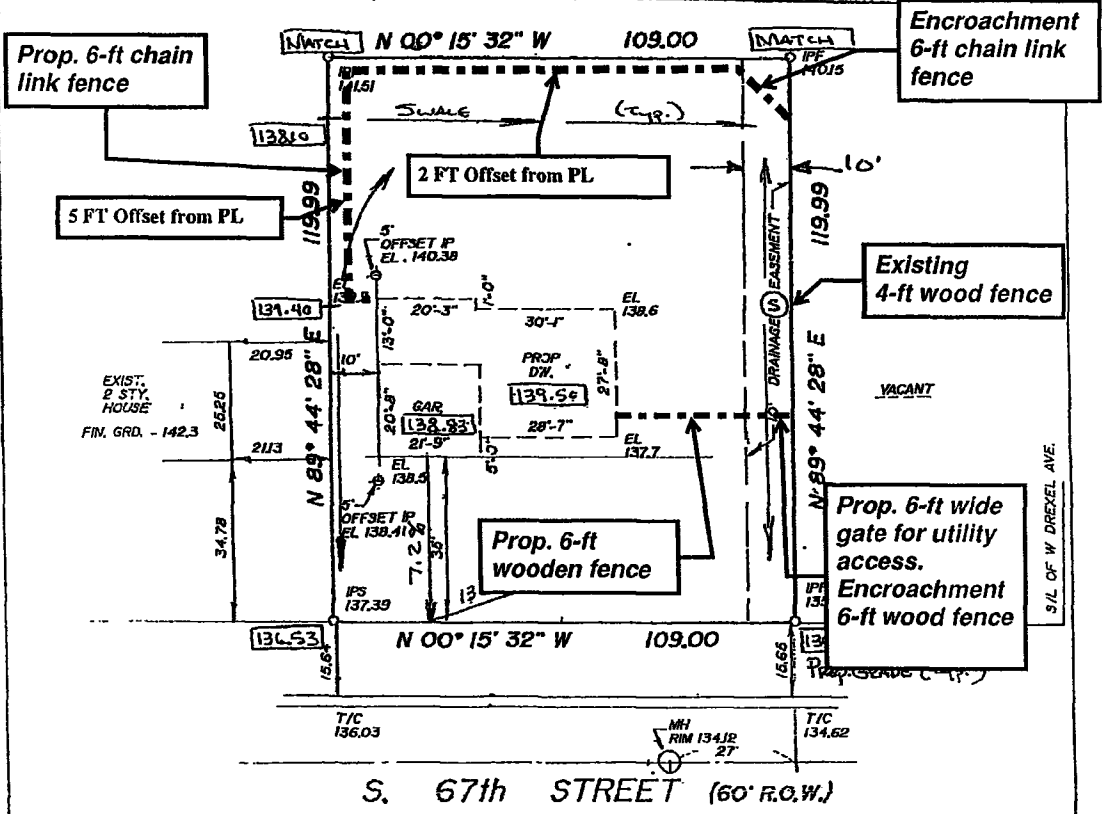
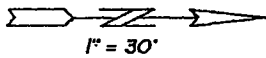
**LOCATION:** South 67th Street, Franklin, WI

**LEGAL DESCRIPTION:** Lot 31 in Block 1, in PARK VIEW SOUTH, being a Subdivision of a part of the NW 1/4 and SW 1/4 of the NE 1/4 of Section 15, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin.

July 11, 1988  
 Restaked 7/18/88

Survey No. 880259

**APPROVED** Body GRADE = 139.50  
 FINISHED GRADE ELEVATION = 138.83  
 GARAGE FLOOR CITY OF FRANKLIN DATUM  
 [Signature] WAB 7-28-88  
 CITY ENGINEER PER MGP DATE



I hereby certify that I have surveyed the above described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location of all visible structures and dimensions of all principal buildings thereon, boundary fences, apparent easements, roadway and visible encroachments, if any. This survey is made for the present owners of the property, and also those who purchase, mortgage, or guarantee, the title thereto within one (1) year from date hereof.

Signed [Signature]  
 STANLEY J. POTRYKUS — REGISTERED LAND SURVEYOR S-500



Exhibit A.1

Acceptance

The undersigned, Ken Peplinski, applicants of the property located at 7923 S. 67th St, Franklin, Wisconsin 53132, Tax Key No. 805-0696-000, does hereby agree to, consent to and accepts the terms and provisions of the City of Franklin Resolution No. 2023-\_\_\_\_, and that in consideration of the making of such grant to allow the installation of a Fence within the public water main easement by the City of Franklin, the undersigned agrees that this acceptance shall be binding upon the undersigned and the undersigned's successors and assigns and that the terms and provisions of the City of Franklin Resolution No. 2023-\_\_\_\_, shall run with the land, subject to any amendments thereto and/or any other actions thereto approved by the Common Council of the City of Franklin in the future.

In witness whereof, the undersigned has executed and delivered this acceptance on the 15 day of May, 2023.

Property owner

By: Ken Peplinski

By: \_\_\_\_\_

Exhibit B

MORTGAGE HOLDER CONSENT

The undersigned, Wells Fargo Bank N.A., a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on 15 May, 2023, as Document No. \_\_\_\_\_ hereby consents to the execution of the foregoing Resolution No. 2023-\_\_\_\_\_, authorizing the installation of the signs within the 20-foot public water main easement.

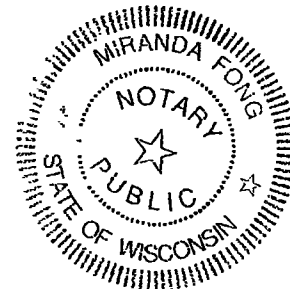
IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, as of the day and year first above written.

\_\_\_\_\_  
a Wisconsin Banking Corporation  
Wells Fargo Bank N.A.  
Name of Wisconsin Banking Corporation typed or printed  
By: MIRANDA FONG  
Notary Public  
Print/Name & Title

STATE OF WISCONSIN )  
                                  s.s.  
COUNTY OF MILWAUKEE)

On this, the 15TH day of May, 2023, before me, the undersigned, personally appeared Kenneth Peplinski, the driver's license of Wisconsin, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: Miranda Fong  
Notary Public MIRANDA FONG  
State of Wisconsin  
County of Waukesha  
My commission expires on: 7/17/2024



<b>APPROVAL</b> <i>H</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> June 6, 2023
Reports & recommendations	<b>A Resolution Authorizing Certain Officials to Accept a Warranty Deed for Dedication of Right-of-Way for Public Road Purposes (Lot 1 of the Recorded Certified Survey Map No. 9338)</b>	<b>ITEM NO.</b> Ald. Dist. 6 <i>G.11.</i>

**BACKGROUND**

The Boomtown, LLC, a Wisconsin Limited Liability Company is granting a portion of land to the City of Franklin for public road purposes by warranty deed. This portion of land for road dedication is needed to accommodate the construction of S. Sophia Court within the Woodfield Trail Condominium Development (located at 12000 W. Loomis Road).

**ANALYSIS**

The City of Franklin needs to accept a portion of land dedicated for public road purposes for S. Sophia Court within the Woodfield Trail Condominium Development.

**OPTIONS**

Accept  
 or  
 Other direction to Staff

**FISCAL NOTE**

There is no fiscal impact related to this dedication.

**RECOMMENDATION**

Motion to adopt Resolution 2023-\_\_\_\_\_ a resolution authorizing certain officials to accept a warranty deed for dedication of right-of-way for public road purposes (Lot 1 of Certified Survey Map No. 9338)

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION TO RECORD A WARRANTY DEED FOR DEDICATION AND  
ACCEPTANCE OF RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES  
(LOT 1 OF THE RECORDED CERTIFIED SURVEY MAP NO. 9338)

-----  
WHEREAS, the dedication of lands for public road improvement is necessary for the development of the Woodfield Trail Condominiums; and

WHEREAS, the Common Council having found and determined that the proposed dedication is fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin that the dedication of land upon lot 1 of Certified Survey Map No. 9338, for public right-of-way purposes, be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the acceptance of the dedication of lands by the City of Franklin shall be evidenced by warranty deed to be delivered to the City of Franklin in the form and content as annexed hereto, the City Clerk then being directed to record said warranty deed with the Register of Deeds for Milwaukee County.

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:

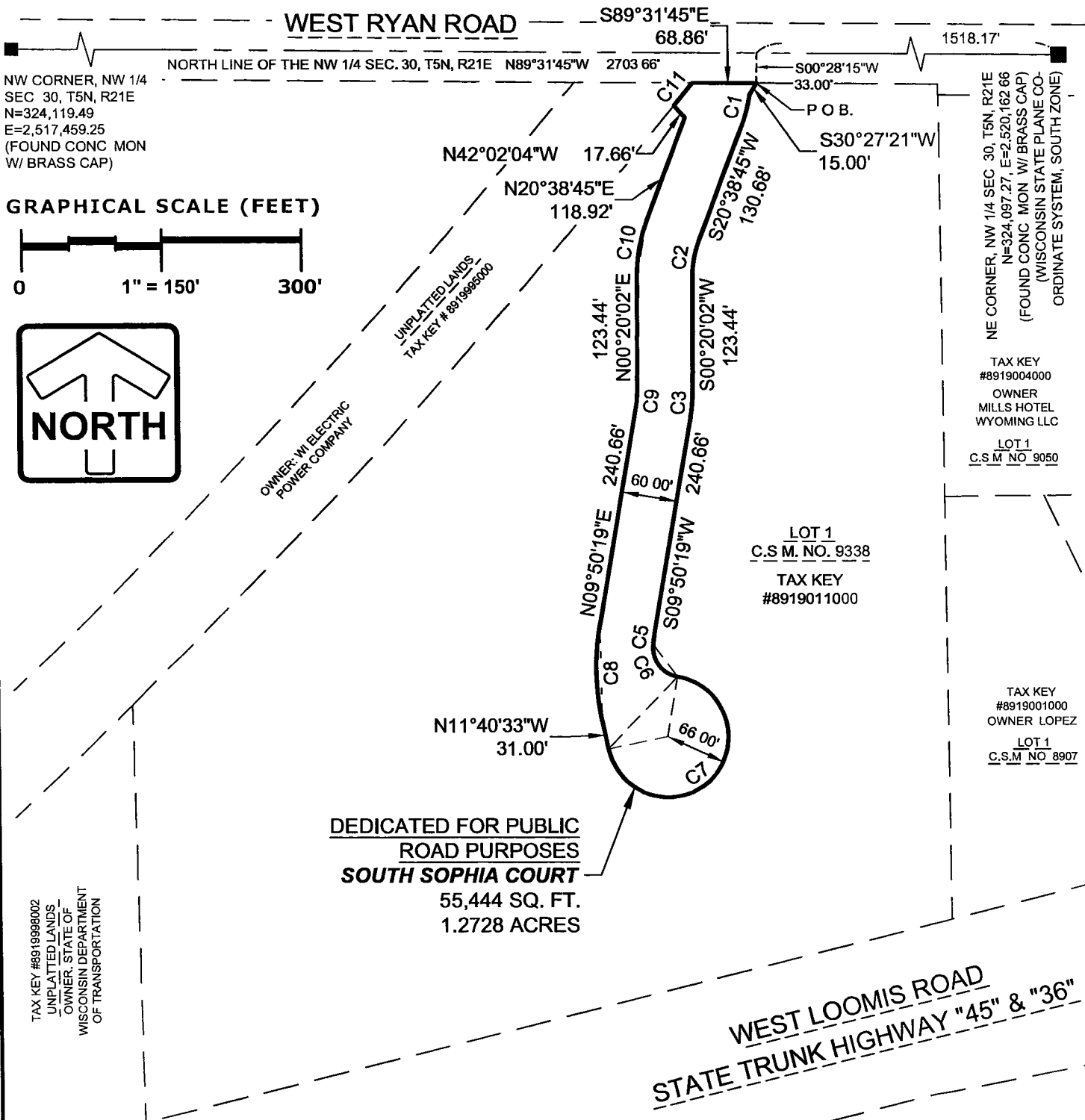
\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_





## LEGAL DESCRIPTION:

That 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 the Northwest 1/4 of said Section 30; thence North 89°31'45" West along the north line of said Northwest 1/4, 1518.17 feet; thence South 00°28'15" West, 33.00 feet to the south right of way line of West Ryan Road and the Point of Beginning;

Thence South 30°27'21" West, 15.00 feet to a point on a curve; thence southwesterly 36.20 feet along 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, 130.68 feet to a point of curvature; thence southwesterly 42.54 feet along the arc of said curve to the left, whose radius is 120.00 feet and whose chord bears South 10°29'23" West, 42.32 feet; thence South 00°20'02" West, 123.44 feet to a point of curvature; thence southwesterly 29.86 feet along the arc of said curve to the right, whose radius is 180.00 feet and whose chord bears South 05°05'10" West, 29.83 feet; thence South 09°50'19" West, 240.66 feet to a point of curvature; thence southwesterly 10.91 feet along the arc of said curve to the left, whose radius is 220.00 feet and whose chord bears South 08°25'02" West, 10.91 feet to a point of compound curve; thence southeasterly 48.69 feet along the arc of said compound curve to the left, whose radius is 32.00 feet and whose chord bears South 36°35'49" East, 44.13 feet to a point of reverse curve; thence southwesterly 286.27 feet along the arc of said curve to the right, whose radius is 66.00 feet and whose chord bears South 44°04'02" West, 109.10 feet; thence North 11°40'33" West, 31.00 feet to a point of curvature; thence northwesterly 105.14 feet along the arc of said curve to the right, whose radius is 280.00 feet and whose chord bears North 00°55'07" West, 104.52 feet; thence North 09°50'19" East, 240.66 feet to a point of curvature; thence northeasterly 19.91 feet along the arc of said curve to the left, whose radius is 120.00 feet and whose chord bears North 05°05'10" East, 19.88 feet; thence North 00°20'02" East, 123.44 feet to a point of curvature; thence northeasterly 63.81 feet along the arc of said curve to the right, whose radius is 180.00 feet and whose chord bears North 10°29'23" East, 63.48 feet; thence North 20°38'45" East, 118.92 feet; thence North 42°02'04" West, 17.66 feet to the westerly line of said Lot 1 and a point on a curve; thence northeasterly 32.22 feet along the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North 38°41'42" East, 32.22 feet to the aforesaid south right of way line of West Ryan Road; thence South 89°31'45" East along said right of way line, 68.86 feet to the Point of Beginning.

**CURVE TABLE**

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	36.20'	180.00'	011°31'20"	S14°53'05"W	36.14'	S20°38'45"W	S09°07'25"W
C2	42.54'	120.00'	020°18'43"	S10°29'23"W	42.32'	S00°20'02"W	S20°38'45"W
C3	29.86'	180.00'	009°30'17"	S05°05'10"W	29.83'	S09°50'19"W	S00°20'02"W
C5	10.91'	220.00'	002°50'33"	S08°25'02"W	10.91'	S06°59'45"W	S09°50'19"W
C6	48.69'	32.00'	087°11'09"	S36°35'49"E	44.13'	S80°11'24"E	S06°59'45"W
C7	286.27'	66.00'	248°30'50"	S44°04'02"W	109.10'	N11°40'33"W	S80°11'24"E
C8	105.14'	280.00'	021°30'52"	N00°55'07"W	104.52'	N09°50'19"E	N11°40'33"W
C9	19.91'	120.00'	009°30'17"	N05°05'10"E	19.88'	N00°20'02"E	N09°50'19"E
C10	63.81'	180.00'	020°18'43"	N10°29'23"E	63.48'	N20°38'45"E	N00°20'02"E
C11	32.22'	7877.60'	000°14'04"	N38°41'42"E	32.22'	N38°48'43"E	N38°34'40"E

**EXHIBIT**

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

**SHEET 2 OF 2**

WWW.PINNACLE-ENGR.COM

08/04/2022

**PLAN | DESIGN | DELIVER**

PEG JOB#809.60

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>H</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">6/6/2023</p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorization to Execute Proposals with Industrial Roofing Services, Inc. (IRS) for the City of Franklin Building Exterior Specifications of Fire Station No. 1, Building Exterior Specifications of Law Enforcement Center, and Exterior Sealant Specifications of Public Library City Facilities as part of an Enhanced Capital Improvement Plan (CIP)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.12.</p>

**BACKGROUND**

The City of Franklin owns and operates numerous facilities. Due to the age and condition of the facilities and the critical functions those buildings support, it is extremely important to have a facilities plan. A strong facilities plan details the current state of all facilities and identifies ongoing maintenance needs and future capital improvements to ensure the viability of the facilities and associated infrastructure. In addition, facilities plans must include a strategy for action.

The City hired Industrial Roofing Services, Inc. (IRS) in the spring of 2020 to complete a facilities survey to establish a baseline and determine immediate, mid-term, and long-term actions needed to ensure the viability of City facilities and the associated infrastructure. The results of this survey were presented to staff in time to include funding in the 2021 Budget for maintenance and capital needs.

On January 17, 2023, the Common Council approved a request from staff to Authorize the Carry Forward of Unused 2022 Appropriations, for Use in 2023, for \$2,917,899. As part of this request, an initiative for improvements to City Facilities was requested by staff in the amount of \$350,000 under account 46-0181-5219-9657, Capital Funds, and Various Departments. Staff requested to carry over the \$350,000 of 2022 funds for this purpose. With the Buildings and Facilities Survey completed in 2020, staff re-evaluated citywide facility needs in 2021, and engaged with a business partner, Industrial Roofing Services, Inc., in September of 2021 to move forward with this and other facility-related projects. The 2021 carried-over funds were used 2022 for the first round of projects. Note that the City infrastructure needs far exceed this amount; however, the highest priority projects will be completed with the funds approved through the budget.

**ANALYSIS**

The attached proposed Building Exterior Specifications of Law Enforcement Center, Building Exterior Specifications of Fire Station No. 1, and Exterior Sealant Specifications of Public Library outline the role that IRS will fill in assisting the City in maintaining its facilities and associated infrastructure. Specifically, IRS will be partnering with the City, working on its behalf to (1) scope the work needed; (2) obtain competitive pricing for all non-public bid items, whenever possible, and assist with public bidding under Wisconsin State Statutes § 62.15, when required; and (3) manage the contractors performing the work to ensure professional, appropriate workmanship.

This continued partnership will strengthen the longevity of the City's facilities and associated infrastructure and lessen the burden for these matters from City staff. In concert with all Department Heads, the Director of Administration will manage the work of IRS and budget funds.

The Maintenance Repair Specifications proposals include, for each needed repair/improvement, an estimated fee to be paid to IRS. This proposed fee is very reasonable for a number of reasons: (1) the City does not have personnel on staff with the expertise that IRS offers; (2) City staff does not

have available time to research, obtain competitive pricing, and contract with and manage each contractor to perform the work; and (3) the margin requested is in line with industry standards.

**RECOMMENDATION**

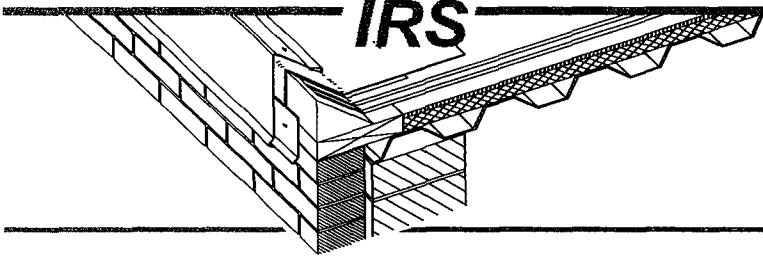
Staff recommends that the City contract with IRS to manage the capital needs related to its facilities and associated infrastructure. The role that IRS will fill in this regard will match its role with the maintenance activities; however, the pricing structure will be different. It will be based on a percentage of the project, typically 7%, based on the specific projects.

Staff recommends that the Common Council approve the Maintenance Repair Specification proposals for the Building Exterior Specifications of Law Enforcement Center, Building Exterior Specifications of Fire Station No. 1, and Exterior Sealant Specifications of Public Library, concerning the City of Franklin facilities and associated infrastructure, with IRS.

**COUNCIL ACTION REQUESTED**

Motion to authorize the Maintenance Repair Specification proposals with regard to City of Franklin facilities and associated infrastructure with IRS; and to authorize the Director of Administration to execute the appropriate related agreement as needed.

DOA-KH



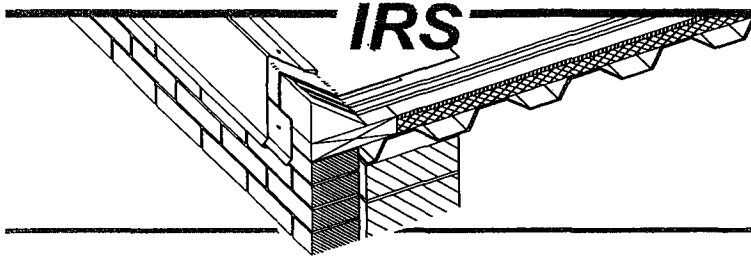
**Industrial Roofing Services, Inc.**  
13000 West Silver Spring Drive  
Butler, Wisconsin 53007  
Phone: (262) 432-0500  
Fax (262) 432-0504  
www.irsroof.com

**PROPOSAL**  
  
**for**  
  
**BUILDING EXTERIOR SPECIFICATIONS**  
  
**of**  
  
**LAW ENFORCEMENT CENTER**  
9455 W. Loomis Road  
Franklin, WI

*Submitted by*  
  
KEITH A. DIPPEL

*Prepared for*  
  
City of Franklin  
9229 W. Loomis Road  
Franklin, WI 53132

April 25, 2023



**Industrial Roofing Services, Inc.**  
13000 West Silver Spring Drive  
Butler, Wisconsin 53007  
Phone: (262) 432-0500  
Fax: (262) 432-0504  
www.irsroof.com

April 25, 2023

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

**SUBJECT: Proposal for Exterior Project Specifications and Construction Administration for Law Enforcement Center, located at 9455 W. Loomis Road, Franklin, WI**

Industrial Roofing Services, Inc. is pleased to submit the following proposal for the development of exterior project design specification services & construction administration. These services will allow you to competitively bid the contemplated sealant project.

IRS shall provide all services necessary to furnish the following:

**PHASE I: System Analysis and Selection**

**Existing Construction Analysis:** IRS will perform a complete analysis to determine the required scope of work. This may include review of original design documents, site conditions and may include destructive investigation to determine existing construction and verify conditions in order to gather information sufficient to create accurate construction drawings.

**Establish Scope of Work:** IRS will develop a proposed scope of work and then review that scope of work and construction cost estimates prior to completing Phase II Design Development. IRS will then finalize the scope of work and construction cost estimates reflective of the agreed upon scope of work.

## **PHASE II: Project Design**

**Bidding Documents:** IRS will develop a detailed project specification and drawing package for the purpose of securing competitive bids on the finalized scope of work. Project specifications and drawings are developed to limit bidding contractor questions regarding the intent of the project scope. All IRS specifications are written and designed to ensure a competitive bidding situation among contractors.

**Contractor Selection:** IRS will assist you in selecting a group of contractors qualified in the execution of the specified design and to create a competitive bidding environment among both contractors and material manufacturers.

**Pre-Bid Conference:** IRS will conduct a pre-bid meeting to review the project's scope of work, specifications, drawings and pertinent site conditions with prospective contractors and a representative of the owner. This meeting ensures a thorough understanding of the project requirements by everyone involved.

**Bid Analysis:** IRS will assist you in the evaluation of the bids.

## **PHASE III: Project Administration**

**Contract Award:** IRS will perform necessary contract services: including, review of submittals and shop drawings for compliance with the project documents, review and approval of design changes, change orders, unit price requests, applications for payment with retainages and lien waivers.

**Pre-Construction Meeting:** IRS will conduct a meeting with the contractor's superintendent, foreman and a representative of the owner to review the project documents and job site conditions. This meeting ensures clarification and resolution of any questions prior to the start of work.

**Job Progress Observations:** IRS will conduct periodic site visits, generally every five (5) working days throughout the project, as well as additional visits when necessary due to unanticipated conditions.

- ◆ Any additional site visits necessary as a result of contractor workmanship concerns will be conducted on an agreed-upon frequency and billed in accordance with IRS's current fee schedule.

**Final Approval:** IRS will conduct a final review of the completed project to ensure completed work and job site conditions are acceptable prior to approving the final application for payment. This is not in lieu of any manufacturer's warranty inspection.

**Continuing Service:** IRS will act as liaison between City of Franklin, the contractor(s), and the project's material manufacturer(s) regarding all warranty questions during the warranty period.

April 25, 2023  
Page 3

**FEES**

Industrial Roofing Services, Inc. shall provide the above-described services for seven percent (7%) of the lowest responsible bid received (\$3,500.00 minimum fee).  
Our fees shall be invoiced during each phase of the project as follows.

- Phase I: 20% of the fees based on budget provided for agreed upon scope of work.
- Phase II: 40% of the fees based on accepted contract amount, to be adjusted if contract amount is less than budget amount.
- Phase III: 40% of the fees based on final contract amount.

**AUTHORIZATION**

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. purchase order) to our corporate headquarters:

Industrial Roofing Services, Inc  
13000 West Silver Spring Drive  
Butler, WI 53007  
Fax. (262) 432-0504

Upon receipt of a purchase order or signed copy of the proposal we will enter the project in our system and schedule the work.

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity and look forward to working with you on this project.

Sincerely yours,  
INDUSTRIAL ROOFING SERVICES, INC

*Keith A. Dippel*

Keith A Dippel  
President

**Acknowledged by:**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
 Name Title

The logo for Industrial Roofing Services, Inc. (IRS) is positioned at the top left of the page. It consists of the letters "IRS" in a bold, sans-serif font, with a stylized graphic of a roof structure to its right.

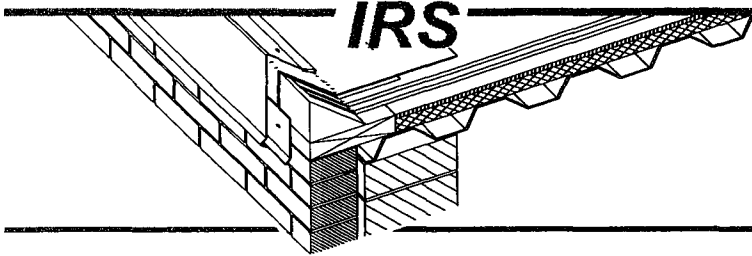
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[www.irsroof.com](http://www.irsroof.com)

**PROPOSAL**  
  
**for**  
  
**EXTERIOR SEALANT SPECIFICATIONS**  
  
**of**  
  
**PUBLIC LIBRARY**  
  
**Franklin, WI**

*Submitted by*  
  
KEITH A. DIPPEL

*Prepared for*  
  
City of Franklin  
9229 W. Loomis Road  
Franklin, WI 53132

April 25, 2023



**Industrial Roofing Services, Inc.**  
13000 West Silver Spring Drive  
Butler, Wisconsin 53007  
Phone: (262) 432-0500  
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[www.irsroof.com](http://www.irsroof.com)

April 25, 2023

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

**SUBJECT: Proposal for Sealant Project Specifications and Construction Administration for Concrete Plaza at the Public Library, located in Franklin, WI**

Industrial Roofing Services, Inc. is pleased to submit the following proposal for the development of project design specification services & construction administration. These services will allow you to competitively bid the concrete plaza sealant project.

IRS shall provide all services necessary to furnish the following.

**PHASE I: System Analysis and Selection**

**Existing Construction Analysis:** IRS will perform a complete analysis to determine the required scope of work. This may include review of original design documents, site conditions and may include destructive investigation to determine existing construction and verify conditions in order to gather information sufficient to create accurate construction drawings.

**Establish Scope of Work:** IRS will develop a proposed scope of work and then review that scope of work and construction cost estimates prior to completing Phase II Design Development. IRS will then finalize the scope of work and construction cost estimates reflective of the agreed upon scope of work.

**PHASE II: Project Design**

**Bidding Documents:** IRS will develop a detailed project specification and drawing package for the purpose of securing competitive bids on the finalized scope of work. Project specifications and drawings are developed to limit bidding contractor questions regarding the intent of the project scope. All IRS specifications are written and designed to ensure a competitive bidding situation among contractors.

**Contractor Selection:** IRS will assist you in selecting a group of contractors qualified in the execution of the specified design and to create a competitive bidding environment among both contractors and material manufacturers.



**Pre-Bid Conference:** IRS will conduct a pre-bid meeting to review the projects scope of work, specifications, drawings and pertinent site conditions with prospective contractors and a representative of the owner. This meeting ensures a thorough understanding of the project requirements by everyone involved.

**Bid Analysis:** IRS will assist you in the evaluation of the bids.

### **PHASE III: Project Administration**

**Contract Award:** IRS will perform necessary contract services: including, review of submittals and shop drawings for compliance with the project documents, review and approval of design changes, change orders, unit price requests, applications for payment with retainages and lien waivers.

**Pre-Construction Meeting:** IRS will conduct a meeting with the contractor's superintendent, foreman and a representative of the owner to review the project documents and job site conditions. This meeting ensures clarification and resolution of any questions prior to the start of work.

**Job Progress Observations:** IRS will conduct periodic site visits at critical junctures during construction, as well as additional visits when necessary due to unanticipated conditions. Total number of site visits are based upon contractor's project schedule approved during the submittal process.

- ◆ Any additional site visits necessary as a result of contractor inability to meet approved project schedule (exclusive of weather delays) and or workmanship concerns will be conducted on an owner agreed-upon frequency. Each additional site visit shall be billed at a lump sum of \$1,500.00 inclusive of all consultant cost.

**Final Approval:** IRS will conduct a final review of the completed project to ensure completed work and job site conditions are acceptable prior to approving the final application for payment. This is not in lieu of any manufacturer's warranty inspection.

**Continuing Service:** IRS will act as liaison between City of Franklin, the contractor(s), and the projects material manufacturer(s) regarding all warranty questions during the warranty period.

April 25, 2023  
Page 3

**FEES**

Industrial Roofing Services, Inc. shall provide the above-described services for seven percent (7%) of the lowest responsible bid received (\$3,500.00 minimum fee).

Our fees shall be invoiced during each phase of the project as follows:

- Phase I: 20% of the fees based on budget provided for agreed upon scope of work.
- Phase II: 40% of the fees based on accepted contract amount, to be adjusted if contract amount is less than budget amount.
- Phase III: 40% of the fees based on final contract amount.

**AUTHORIZATION**

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. purchase order) to our corporate headquarters:

Industrial Roofing Services, Inc.  
13000 West Silver Spring Drive  
Butler, WI 53007  
Fax: (262) 432-0504

Upon receipt of a purchase order or signed copy of the proposal we will enter the project in our system and schedule the work.

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity and look forward to working with you on this project.

Sincerely yours,  
INDUSTRIAL ROOFING SERVICES, INC

*Keith A. Dippel*

Keith A. Dippel  
President

**Acknowledged by:**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
 Name Title

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Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

[www.irsroof.com](http://www.irsroof.com)

**PROPOSAL**

for

**BUILDING EXTERIOR SPECIFICATIONS**

of

**FIRE STATION NO. 1**

8901 W. Drexel Avenue

Franklin, WI

*Submitted by*

KEITH A. DIPPEL

*Prepared for*

City of Franklin

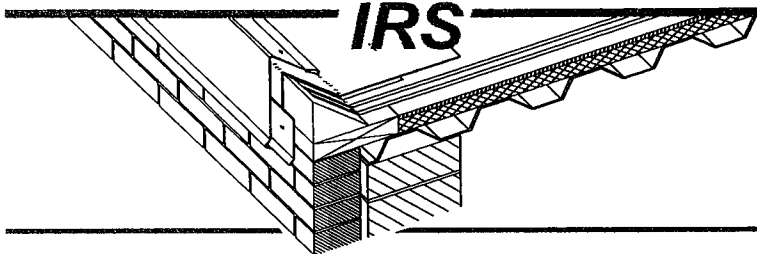
9229 W. Loomis Road

Franklin, WI 53132

April 25, 2023

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"Asset Management Consultants"



**Industrial Roofing Services, Inc.**  
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Butler, Wisconsin 53007  
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Fax: (262) 432-0504  
www.irsroof.com

April 25, 2023

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

**SUBJECT: Proposal for Exterior Project Specifications and Construction Administration for Fire Station No. 1, located at 8901 W. Drexel Avenue, Franklin, WI**

Industrial Roofing Services, Inc. is pleased to submit the following proposal for the development of exterior project design specification services & construction administration. These services will allow you to competitively bid the replacement of windows and associated masonry repairs for this project.

IRS shall provide all services necessary to furnish the following

**PHASE I: System Analysis and Selection**

**Existing Construction Analysis:** IRS will perform a complete analysis to determine the required scope of work. This may include review of original design documents, site conditions and may include destructive investigation to determine existing construction and verify conditions in order to gather information sufficient to create accurate construction drawings.

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April 25, 2023  
Page 2

### **PHASE II: Project Design**

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April 25, 2023  
Page 3

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Butler, WI 53007  
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Sincerely yours,  
INDUSTRIAL ROOFING SERVICES, INC

*Keith A. Dippel*

Keith A. Dippel  
President

**Acknowledged by:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

Name Title

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>A</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>6/6/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorization to Execute a Cooperation Agreement with Milwaukee County for Program Years 2024 through 2026 for the Community Development Block Grant and HUD HOME Programs</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><b>G.13.</b></p>

Every three years the City has participated in an intergovernmental cooperation agreement that enables access to funding from the Community Development Block Grant and the National Affordable Housing Act, which includes the HOME Investment Partnership program. Milwaukee County serves as the agent for the programs and with the population base from various communities in Milwaukee County an allocation of Federal funding becomes available. The County uses some for programming and some for administration, and an allocation is made to the participating communities. The Federal Department of Housing and Urban Development (HUD) requires formal participation agreements.

Without the Milwaukee County Urban County Cooperation Agreement, municipalities would have to compete for State CDBG and HOME funds. This would mean a loss of approximately \$2,000,000 per year in CDBG and HOME funds. All program income from previous loan programs would also be returned to the Federal Government. If a community does not participate in the Milwaukee County Urban County Cooperation Agreement, Milwaukee County would not be able to serve the residents of that community with the funds including social services and home repair assistance.

At a high level, this contract is historically very much a cooperation agreement. Without the mutual action, neither the County nor the communities would likely gain access to any of the funding. The contract is, therefore, written with very much this cooperative spirit. It assumes issues will be worked out. There is not a lot of language spent on precise actions that will be taken if problems occur. The contract has existed with this same open language without significant issues at least for the last decade. The attached contract for the years 2024-2026 shows minor changes/updates in red from the current 2021-2023 contract.

The contract is a three-year commitment with no opportunity to withdraw or terminate the agreement. Nonetheless, the City is not required to submit applications for any given year; as such it will be effectively much like a withdrawal. The fixed, three-year term is required so that any participating community's population will continue to remain counted toward the whole to ensure the region remains above the qualification threshold.

The County must have all municipalities executing a document before the end of June as they need to have everything submitted to HUD for renewal by mid-July. It is anticipated that the County Board will be approving the final form of the Cooperation Agreement on June 12th. Given the shorter summer schedule for many local governments, this document is being moved forward at the earliest possible convenience, but the motion for approval is intended to provide broad authority to the City Attorney to approve as to form and changes from the attached document that he determines are technical corrections, clarifications, or not of a substantial substantive difference. The attached proposed 2024-2026 Cooperation Agreement is the same as the current agreement except for the minor changes/updates as shown in red.

Staff recommends that if Franklin wishes to continue to have access to certain CDBG funds, the agreement should be approved. Also attached is a copy of the current existing Cooperation Agreement.

### **COUNCIL ACTION REQUESTED**

Motion to authorize the Mayor and City Clerk to execute a Cooperation Agreement with Milwaukee County for an additional 3-year participation, program years 2024 through 2026, in the Community Development Block Grant and HUD HOME funds, subject to approval as to form by the City Attorney, which changes from the attached document may include technical corrections, clarification or other such changes that do not entail a substantial substantive difference.



## COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the \_\_\_\_\_, (hereinafter referred to as the "Municipality").

### WITNESSETH:

**WHEREAS**, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, (hereinafter referred to as the "Act") providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

**WHEREAS**, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "NAHA") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

**WHEREAS**, the Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

**WHEREAS**, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

**WHEREAS**, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under the Act and NAHA; and

**WHEREAS**, the Act recognizes that the Municipality may enter into cooperation agreements with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and

**WHEREAS**, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

**WHEREAS**, counties in Wisconsin, pursuant to Wisconsin Statutes Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 66.0301 have the necessary authority to enter into contracts of the type herein contemplated.

**NOW, THEREFORE**, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

## **PROVISIONS:**

1. **Purpose.** The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds (“CDBG”) as an Urban County from Federal Fiscal Years 2024, 2025, and 2026 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.

2. **Consideration:** The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation calculated by a formula using Families in Poverty census data. Both the CDBG and HOME programs use this census factor, and others, to determine yearly allocations for cities, counties and states. The HOME program provides an online tool, the Consortium Builder (see <https://www.hudexchange.info/resource/2450/home-consortia-builder-a-tool-to-estimate-funding/> for more information), that provides guidance on how to combine demographics of member governments for allocation amounts. The County uses the Consortium Builder Tool to determine Urban County member’s allocations. Since the members of the CDBG Urban County are also members of the HOME Participating Jurisdiction, these factors are consistent across both programs.

A Municipality may expend each year’s allocation using one or both of the following options. The Municipality can 1) submit a proposed project(s) for funding consideration, and/or 2) have all or some of its allotment for that year applied to the Home Repair Program. These two options are described in more detail below.

**Proposed Project(s):** A Municipality must have a proposed project(s) that 1) meets a National Objective of the CDBG Program (Benefit to Low- and Moderate Income Persons, Prevention or Elimination of Slum and Blight, or meeting an Urgent Need); 2) is an eligible activity under the CDBG program; and 3) meets one or more of the Goals and Objectives of the current Consolidated Plan. A Municipality’s allocation may be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Housing and Community Development Act.

**Home Repair Program:** Since 1976, the Home Repair program has been providing low- and no-interest loans for home repair, including the removal of architectural barriers for disabled low-income homeowners and tenants. Funding for the Home Repair Program is provided by CDBG and HOME funds. The overall intent of the program is to rehabilitate, maintain, and expand the supply of decent, safe and sanitary housing within suburban Milwaukee County. Administrative control is exercised by the Milwaukee County Housing Division with the Home Repair Review Board having final policy-making and loan approval/denial authority. A Municipality may choose to have all or some of its allocation included in that year’s

CDBG funding for the Home Repair Program. An effort would be made to provide assistance under this program to income qualified homeowners/tenants within the Municipality's jurisdiction.

3. Restrictions. Neither the County nor the Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.

4. Term. The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2024, 2025, and 2026 and for such additional time as may be required for the expenditure of program income received and of funds granted through the Act and NAHA to the County for such period, as defined by HUD regulations and included within HUD Notice CPD 23-02. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three (3) successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.

5. Obligations.

- a. Milwaukee County and the \_\_\_\_\_ agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, **that this grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementation of regulations at 24 CFR part 1, and the Fair Housing Act, along with regulations at 24 CFR part 100 and will affirmatively further fair housing. See 24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152.**

**Milwaukee County will also comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementation of regulations at 24 CFR part 6 that incorporates Section 504 of the Rehabilitation Act of 1973, and implementation of regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the regulations at 28 CFR part 35 of the Age Discrimination Act of 1975, and the implementation of the regulations at 24 CFR part 146 and Section 3 of the Housing and Urban Development Act of 1968.**

In addition to the above, Milwaukee County will follow provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is subject to the same requirements applicable to

subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide “cause” for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

**The municipality shall complete and sign the assurances and certifications as noted in HUD 424-B.**

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.
  - i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
  - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
  - iii. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.
  - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
  - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
  - vi. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission,

board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.

- vii. Train “first point of contact” staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.
  - viii. Any other activity listed in the recommendations section of the **Regional Analysis of Impediments to Fair Housing (October 2, 2020 edition and any updated Analysis)** with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.
  - d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.
  - e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
  - f. The Municipality attests that it has adopted and is enforcing:
    - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
    - ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
  - g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
    - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.

- ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.
  
- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
  
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
  
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:
  - i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;
  - ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
  - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.
  
- k. As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

6. Authorization.

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on \_\_\_\_\_, 20\_\_\_\_, Resolution File No. \_\_\_\_\_ (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on \_\_\_\_\_, 20\_\_\_\_, by law (copy attached).

**SIGNATURE PAGE FOLLOWS:**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day, month and year first above written.

**MUNICIPALITY**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MILWAUKEE COUNTY**

\_\_\_\_\_  
Director Department of Health and Human Services

*Approved:*

*Approved.*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of the Comptroller

*Approved as to Execution*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

**COOPERATION AGREEMENT**

THIS AGREEMENT is entered into on this 3<sup>rd</sup> day of June, 2020, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the City of Franklin, (hereinafter referred to as the "Municipality").

**WITNESSETH:**

**WHEREAS**, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, (hereinafter referred to as the "Act") providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

**WHEREAS**, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "NAHA") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

**WHEREAS**, the Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

**WHEREAS**, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

**WHEREAS**, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under the Act and NAHA; and

**WHEREAS**, the Act recognizes that the Municipality may enter into cooperation agreements with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and

**WHEREAS**, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

**WHEREAS**, counties in Wisconsin, pursuant to Wisconsin Statutes Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 66.0301 have the necessary authority to enter into contracts of the type herein contemplated.

**NOW, THEREFORE**, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:



**PROVISIONS:**

**1. Purpose.** The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds (“CDBG”) as an Urban County from Federal Fiscal Years 2021, 2022, and 2023 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.

**2. Consideration.** The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation calculated by a formula using Families in Poverty census data. Both the CDBG and HOME programs use this census factor, and others, to determine yearly allocations for cities, counties and states. The HOME program provides an online tool, the Consortium Builder (see <https://www.hudexchange.info/resource/2450/home-consortia-builder-a-tool-to-estimate-funding/> for more information), that provides guidance on how to combine demographics of member governments for allocation amounts. The County uses the Consortium Builder Tool to determine Urban County member’s allocations. Since the members of the CDBG Urban County are also members of the HOME Participating Jurisdiction, these factors are consistent across both programs.

A Municipality may expend each year’s allocation using one or both of the following options. The Municipality can 1) submit a proposed project(s) for funding consideration, and/or 2) have all or some of its allotment for that year applied to the Home Repair Program. These two options are described in more detail below.

**Proposed Project(s):** A Municipality must have a proposed project(s) that 1) meets a National Objective of the CDBG Program (Benefit to Low- and Moderate Income Persons, Prevention or Elimination of Slum and Blight, or meeting an Urgent Need); 2) is an eligible activity under the CDBG program; and 3) meets one or more of the Goals and Objectives of the current Consolidated Plan. A Municipality’s allocation may be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Housing and Community Development Act.

**Home Repair Program:** Since 1976, the Home Repair program has been providing low- and no-interest loans for home repair, including the removal of architectural barriers for disabled low-income homeowners and tenants. Funding for the Home Repair Program is provided by CDBG and HOME funds. The overall intent of the program is to rehabilitate, maintain, and expand the supply of decent, safe and sanitary housing within suburban Milwaukee County. Administrative control is exercised by the Milwaukee County Housing Division with the Home Repair Review Board having final policymaking and loan approval/denial authority. A Municipality may choose to have all or some of its allocation included in that year’s CDBG funding for the Home Repair Program. An effort would be made to provide

assistance under this program to income qualified homeowners/tenants within the Municipality's jurisdiction.

**3. Restrictions.** Neither the County nor the Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.

**4. Term.** The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2021, 2022, and 2023 and for such additional time as may be required for the expenditure of program income received and of funds granted through the Act and NAHA to the County for such period, as defined by HUD regulations and included within HUD Notice CPD-20-3. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three (3) successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.

**5. Obligations.**

- a. Milwaukee County and the City of Franklin agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is subject to the same requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide "cause" for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.

- i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
  - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
  - iii. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.
  - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
  - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
  - vi. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission, board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.
  - vii. Train "first point of contact" staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.
  - viii. Any other activity listed in the recommendations section of Milwaukee County Analysis of Impediments to Fair Housing (June 2008 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.
  - d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.

- e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
- f. The Municipality attests that it has adopted and is enforcing:
  - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
  - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.
  - ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.
- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:
  - i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;

- ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
  - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.
- k. As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

**6. Authorization.**

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on July 20<sup>th</sup>, 20, Resolution File No. 20-462 (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on June 2, 2020, by law (copy attached).

**SIGNATURE PAGE FOLLOWS:**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day, month and year first above written.

**MUNICIPALITY**

CITY OF FRANKLIN

Name: [Signature]  
Title: Mayor

Name: [Signature]  
Title: City Clerk



**MILWAUKEE COUNTY**

[Signature]  
Director Department of Health and Human Services

*Approved:*

*Approved.*

By: [Signature] Date: 7/24/2020  
County Executive

By: [Signature] Date: 7/28/2020  
Office of the Comptroller

*Approved as to Execution:*

By: [Signature] Date: 7/28/2020  
Corporation Counsel

**Common Council Meeting  
June 2, 2020  
Page 4**

**CHANGE ORDER NO. 1  
FOR THE GREEN  
SOLUTIONS FUNDING  
AGREEMENT**

**RESOLUTION TO EXECUTE CHANGE ORDER NO. 1 FOR THE GREEN SOLUTIONS FUNDING AGREEMENT M03076 (36TH STREET BIOFILTER) WITH THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, with corrections as noted by Alderwoman Wilhelm and further that they continue to work with the Environmental Commission particularly pertaining to \_\_\_\_\_. Seconded by Alderman Nelson. All voted Aye; motion carried.**

**COVID-19  
EXPENDITURES**

**G.15. Alderman Mayer moved to place on file the report on expenditures related to the COVID-19 Public Health Emergency through May 29, 2020. Seconded by Alderman Barber. All voted Aye; motion carried.**

**ROOT-PIKE WIN FOR  
THE DNR STORM  
WATER PERMIT  
REQUIREMENTS**

**G.16. Alderman Mayer moved to authorize the City to execute a contract for professional services with Root-Pike Watershed Initiative Network (WIN) for information and education program for meeting the 2020-2021 Department of Natural Resources storm water permit requirements for a not to exceed fee of \$10,500. Seconded by Alderman Barber. All voted Aye; motion carried.**

**RES. 2020-7635  
ENGINEERING SVCS.  
AGREEMENT WITH  
WI DOT**

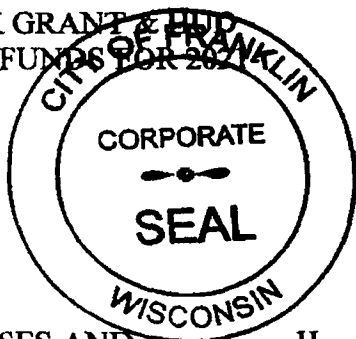
**G.17. Alderman Mayer moved to adopt Resolution 2020-7635, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH WISCONSIN DEPARTMENT OF TRANSPORTATION FOR SIGNAL WORK AT KNOLLWOOD LEGACY APARTMENTS AND SOUTH LOVERS LANE ROAD. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.**

**APRIL, 2020  
FINANCIAL REPORT**

**G.18. Alderman Dandrea moved to receive and place on file the April, 2020 financial report. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.**

**COMMUNITY DEV.  
BLOCK GRANT & HUD  
HOME FUNDS FOR 2021  
2023**

**G.19. Alderman Mayer moved to authorize the Mayor and City Clerk to execute a Cooperation Agreement with Milwaukee County for an additional 3-year participation, program years 2021 through 2023, in the Community Development Block Grant and HUD HOME funds, subject to approval as to form by the City Attorney, which changes from the attached document may include technical corrections, clarification, or other such changes that do not entail a substantial substantive difference. Seconded by Alderman Barber. All voted Aye; motion carried.**




**LICENSES AND  
PERMITS**

**H. Alderwoman Hanneman moved to approve the following license recommendations from the License Committee meeting of May 5, 2020:**

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> June 6, 2023
Reports & commendations	<b>A Resolution to Execute S. 116<sup>TH</sup> Street Trail Project          Change Order No. 4 to GRAEF-USA, INC. to          Prepare a Phase 2 Environmental Site Assessment for \$35,000</b>	<b>ITEM NO.</b> Ald. Dist. 6 <b>G. 14.</b>

**BACKGROUND**

On August 4, 2020, GRAEF-USA, Inc. was awarded a contract to design the “S. 116<sup>th</sup> Street Trail” project. The intent to start construction in 2024 has been delayed because of review comments by the various State and Federal agencies who must review the project. Unfortunately, the City was recently notified that a Phase 2 Environmental Site Assessment is needed for a portion of the trail. This additional Wisconsin Department of Natural Resources permit work will also include a public involvement meeting and some additional work related to the Eastern Prairie Fringed Orchid.

**ANALYSIS**

The schedule for the Congestion Mitigation and Air Quality Improvement (CMAQ) project along S. 116<sup>th</sup> Street is now the following:

CMAQ 116th Street Trail - Schedule	Date
75% / Utility Plans	5/1/2023
Environmental Approval	7/7/2023
60% TMP & DSR Approval	8/1/2023
90% Plans / DRAFT PS&E (Includes City Forms)	8/15/2023
100% Plans Ready for Let	9/15/2023
Authorization from DOT to Advertise	11/1/2023
Submit Advertisement to Paper	11/8/2023
Publish in Paper	Wed 11/15 & 11/22
Bid Opening	12/7/2023 - 10:00 AM
Award at City of Franklin Council Mtg	12/19/2023
Construction	April '24 - July '24

Note that the St. Martin of Tours project is still awaiting official response from the Church. DPW has cleared a pathway through the woods per the previous agreement and GRAEF has been notified that they can now mobilize to determine best route through the woods.

**OPTIONS**

Approve or Deny the Change Order

**FISCAL NOTE**

Attached is the Change Order No. 4 from GRAEF for \$35,000. The summary of the project costs (Fund 46-0551-5833.5125) are as follows:

\$150,000.00	Original Contract Fee
(\$ 15,000.00)	Change Order No. 1 (reduction in fee)
\$70,000.00	Change Order No. 2 (CMAQ)
\$30,000.00	Change Order No. 3 (St. Martin of Tours)
<u>\$35,000.00</u>	<b>Change Order No. 4 (CMAQ)</b>
\$270,000.00	New contract price after this Change Order

Note that 61% of this is eligible for Park Impact Fees. Given that the schedule for the St. Martin of Tours portion is unlikely to occur in 2023, Staff recommends a future budget amendment within Fund 46 that moves the necessary 2023 funds from that project.

**RECOMMENDATION**

Authorize Resolution 2023-\_\_\_\_ a resolution to execute a S. 116th Street Trail Project change order No. 4 to GRAEF-USA, INC. to prepare a Phase 2 Environmental Site Assessment for \$35,000.

Also, to direct Staff to return with a budget amendment moving 2023 funds from the St. Martin of Tours Trail project to the S. 116<sup>th</sup> Street Trail project.

Engineering: GEM

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION TO EXECUTE S. 116<sup>TH</sup> STREET TRAIL PROJECT  
CHANGE ORDER NO. 4 TO GRAEF-USA, INC. TO  
PREPARE A PHASE 2 ENVIRONMENTAL SITE ASSESSMENT FOR \$35,000

-----  
WHEREAS, GRAEF-USA, Inc. was awarded an engineering contract to provide design services for the "S. 116<sup>th</sup> Street Trail" project; and

WHEREAS, the S. 116<sup>th</sup> Street Trail has been separated in two related, yet separate projects; and

WHEREAS, the southern portion of the project along S. 116<sup>th</sup> Street was awarded a Construction Mitigation & Air Compliance (CMAQ) grant that involves particular efforts to comply with requirements set forth by the Wisconsin Department of Transportation; and

WHEREAS, review agencies have required additional investigation and efforts to gain approval of permits.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that GRAEF-USA, Inc. be issued Change Order No. 4 for \$35,000 to prepare a Phase 2 Environmental Site Assessment and related efforts.

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 \_\_\_\_\_



The Avenue  
275 West Wisconsin Avenue Suite 300  
Milwaukee WI 53203  
414 / 259 1500  
414 / 259 0037 fax  
[www.graef-usa.com](http://www.graef-usa.com)

collaborate formulate / innovate

May 22, 2023

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

SUBJECT. S. 116th Street Trail, Amendment No. 4  
St. Martin of Tours Trail Alignment

Dear Mr. Morrow.

We are very pleased to provide you with this proposal to amend our professional services. When accepted, this proposal will amend our Agreement dated August 9, 2020.

This proposal is for S. 116<sup>th</sup> Street Trail (Project). This proposal is subject to the Terms and Conditions per the original agreement. It is our understanding that the nature of the additional work is a Phase 2 Site Assessment for the portion of the trail to be constructed with CMAQ funding and additional coordination for the WDNR wetland permitting for the project.

For this Project, GRAEF proposes to provide the following Basic Services

**116<sup>th</sup> Street Trail Project, Phase 2 Investigation by others (TRC)**

- Develop conceptual approach to characterize and segregate material during excavations for off-site disposal, reuse on project, reuse at other sites, or unrestricted reuse at contractors waste disposal site.
- Coordinate investigation with the City of Franklin, the WisDOT, and GRAEF.
- Obtain site access and necessary permits, if any, to construct borings in the existing or proposed right-of-way. We have assumed that no fees will be charged by the issuing entity for such permits.
- Review and inventory observed groundwater monitoring wells within project limits. Record monitoring well locations via ties to existing physical features shown on the construction plans.
- Complete investigation within the construction corridor including
  - Prepare and administer subcontracts for the investigation
  - Prepare a site-specific Health and Safety Plan for TRC on-site personnel.
  - Contact Digger's Hotline for locating public utilities.
  - Install up to 10 hand-augured borings within the construction corridor at locations indicated on the attached figure(s). The borings will be advanced to an approximate depth of one-foot below ground surface (bgs), corresponding with assumed maximum depth of excavation.
  - Field-screen soil for volatile organic compounds (VOCs) using a photoionization detector (PID), and for visual and olfactory signs of contamination. Log the results.



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- o Collect one soil sample from each boring from depth intervals that correspond to construction activities and/or that have visual signs of contamination present
- o Submit up to 10 soil samples for laboratory analyses of VOCs, SVOCs, PCBs, and 8 RCRA metals.
- o Submit up to two soil samples for GRO, DRO, and Total Protocol B analysis for waste characterization. Samples will be analyzed on a standard 10-day turnaround time.
- o Soil cuttings generated will be left on site. Soil cuttings will be containerized if there are obvious signs of contamination. Segregate cuttings based on similar fill material type and potential source. Containers will be stored on site or at a City of Franklin property.
- Review soil management options, including potential reuse areas within the project.
- Prepare one draft report, including all sites identified, summarizing the results of the investigation.
- Prepare draft Special Provisions and plans delineating areas of potential contamination for inclusion into the construction contract specifying the requirements for the construction contractor's management of contaminated soil and/or groundwater.
- Discuss draft report and Special Provisions with the City of Franklin, the WisDOT, and GRAEF.
- Finalize report and Special Provisions.

**Public Involvement**

- GRAEF shall coordinate with the city on the time and location for a public involvement meeting for the project.
- GRAEF shall prepare and send meeting invitations to the meeting.
- GRAEF shall prepare exhibits and attend the public involvement meeting.

**Environmental Resources**

- Coordination with the state via email, report updates/changes, additional meetings
- Facilitating coordination and payment with the mitigation bank
- Individual Permit finalization
- Site visit/survey for Eastern Prairie Fringed Orchid (Federal identified T&E plant)

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

- Access to the corridor for Phase 2 field investigation.

You agree to compensate GRAEF for all additional Basic Services noted above on an hourly rate and direct expense basis to an estimated additional maximum fee of \$270,000.00. The breakdown of additional services includes:

Phase 2 Hazardous Materials Investigation	\$17,000
Public Involvement Meeting	\$8,000
WDNR Permitting	\$10,000
<hr/> Total	<hr/> \$35,000



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You agree to compensate GRAEF for any Additional Services with an additional fee to be negotiated at a later date.

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

Please call us at 414-266-9175 if you have any questions regarding this proposal.

Sincerely,

**Graef-USA Inc.**

Mary Beth Pettit, P.E.  
Vice President, Project Manager

X:\ML\2020\20200291\Project Management\Contracts\AmendmentNo4\116thStreetTrail\_Proposal Amendment Letter for Additional Services\_AmendmentNo4.docx

GENERAL INFORMATION	
Project Name:	S. 116th Street
Client Name:	City of Franklin
Date:	5/22/23

S. 116th Street Trail, City of Franklin, Cost Summary

DISCIPLINE SUMMARY											
Discipline	Estimated Hours	Estimated Fee	Original Contract		Amendment No. 1		Amendment No. 2		Amendment No. 3		Revised Total Fee
			Original	Change	Fee Change	Fee Change	Fee Change	Fee Change			
Management	35	\$6,500	\$ 700	\$ 7,200	\$ 2,200	\$9,400	\$ 2,900	\$11,400	\$ 11,400	\$ 11,400	
Survey & ROW	228	\$25,300	\$ (5,000)	\$ 20,300	\$ 800	\$21,100	\$ 10,400	\$31,500	\$ 31,500	\$ 31,500	
Design	804	\$68,000	\$ (25,700)	\$ 42,300	\$ 15,200	\$57,500	\$ 10,800	\$68,300	\$ 68,300	\$ 68,300	
Storm Water	112	\$10,900	\$ (5,900)	\$ 5,000		\$5,000		\$5,000	\$ 5,000	\$ 5,000	
Specs & Bidding	184	\$16,700	\$ (5,700)	\$ 11,000	\$ 14,800	\$25,600		\$25,600	\$ 25,600	\$ 25,600	
Meetings	100	\$12,200	\$ 5,000	\$ 17,200	\$ 9,800	\$27,000		\$27,000	\$ 8,000	\$ 35,000	
Wetlands & Permitting	138	\$10,400	\$ 18,600	\$ 29,000	\$ 13,200	\$42,200	\$ 6,800	\$49,000	\$ 10,000	\$ 59,000	
Grant Applications			\$ 3,000	\$ 3,000		\$3,000		\$3,000		\$ 3,000	
Environmental Documentation					\$ 14,200	\$14,200		\$14,200	\$ 17,000	\$ 31,200	
<b>Total Fee</b>	<b>1598</b>	<b>\$150,000</b>	<b>-\$15,000</b>	<b>\$135,000</b>	<b>\$70,000</b>	<b>\$205,000</b>	<b>\$30,000</b>	<b>\$235,000</b>	<b>\$ 35,000</b>	<b>\$ 270,000</b>	

Proposed Time & Materials Fee for the Design of S. 116th Street, City of Franklin	<b>\$150,000</b>	<b>Total</b>
Amendment No. 1	<b>-\$15,000</b>	<b>\$135,000</b>
Amendment No. 2	<b>\$70,000</b>	<b>\$205,000</b>
Amendment No. 3	<b>\$30,000</b>	<b>\$235,000</b>
Amendment No. 4	<b>\$35,000</b>	<b>\$270,000</b>



999 Fourier Dr, Ste 101  
Madison, WI 53717

T 608 826 3600  
TRCcompanies.com

May 22, 2023

Mary Beth Pettit  
GRAEF  
275 West Wisconsin Avenue, Suite 300  
Milwaukee, WI 53203

Subject Proposal for Phase 2 Investigation of 116<sup>th</sup> Street Trail, City of Franklin, Milwaukee County, Wisconsin  
WisDOT Project ID 2976-00-02  
TRC Proposal No 548490 9990 0000

Dear Mary Beth

This letter presents TRC's proposal to assist GRAEF with the Phase 2 Investigation of 116<sup>th</sup> Street Trail in the City of Franklin, Milwaukee County, Wisconsin. This proposal was developed in response to your email on May 17, 2023.

We are pleased to offer this assistance to GRAEF. Please contact me at 608-826-3628 if you would like to discuss any aspect of our proposal.

Sincerely,

TRC

Daniel Haak, P E  
Project Manager

Attachments    1    Proposal  
                     2    Work Authorization  
                     3    Cost Breakout  
                     4    Terms and Conditions



**Attachment 1  
Proposal**

## 1.0 Scope of Services

TRC will perform the following services

- Review the preliminary construction plans and environmental investigation reports for adjacent properties
  - Study Corridor Phase I ESA (GRAEF, 2023)
- Develop conceptual approach to characterize and segregate material during excavations for off-site disposal, reuse on project, reuse at other sites, or unrestricted reuse at contractors waste disposal site
- Coordinate investigation with the City of Franklin, the WisDOT, and GRAEF
- Obtain site access and necessary permits, if any, to construct borings in the existing or proposed right-of-way We have assumed that no fees will be charged by the issuing entity for such permits
- Review and inventory observed groundwater monitoring wells within project limits Record monitoring well locations via ties to existing physical features shown on the construction plans
- Complete investigation within the construction corridor including
  - Prepare and administer subcontracts for the investigation
  - Prepare a site-specific Health and Safety Plan for TRC on-site personnel
  - Contact Digger's Hotline for locating public utilities
  - Install up to 10 hand-augured borings within the construction corridor at locations indicated on the attached figure(s) The borings will be advanced to an approximate depth of one-foot below ground surface (bgs), corresponding with assumed maximum depth of excavation
  - Field-screen soil for volatile organic compounds (VOCs) using a photoionization detector (PID), and for visual and olfactory signs of contamination Log the results
  - Collect one soil sample from each boring from depth intervals that correspond to construction activities and/or that have visual signs of contamination present
  - Submit up to 10 soil samples for laboratory analyses of VOCs, SVOCs, PCBs, and 8 RCRA metals Submit up to two soil samples for GRO, DRO, and Total Protocol B analysis for waste characterization. Samples will be analyzed on a standard 10-day turnaround time
  - Soil cuttings generated will be left on site Soil cuttings will be contained if there are obvious signs of contamination Segregate cuttings based on similar fill material type and potential source Containers will be stored on site or at a City of Franklin property
- Review soil management options, including potential reuse areas within the project
- Prepare one draft report, including all sites identified, summarizing the results of the investigation
- Prepare draft Special Provisions and plans delineating areas of potential contamination for inclusion into the construction contract specifying the requirements for the construction contractor's management of contaminated soil and/or groundwater
- Discuss draft report and Special Provisions with the City of Franklin, the WisDOT, and GRAEF
- Finalize report and Special Provisions

## 2.0 Deliverables

TRC will provide GRAEF with the following deliverables

- Phase 2 investigation report
- Special Provisions

## 3.0 Schedule

TRC can begin work on the project immediately after receiving your notice to proceed

## 4.0 Budget

TRC proposes to perform the Scope of Services on a time-and-materials basis in accordance with the attached Cost Breakout (Attachment 3) The total project budget is **\$16,432.77** Should GRAEF request TRC to make changes in the services or to perform additional services, TRC will prepare a Change Order for GRAEF's acceptance prior to execution of the work Additional services will also be performed in accordance with the attached Cost Breakout

### 4.1 Budget Assumptions

- One day for two TRC personnel is budgeted to complete the investigation field work
- No lane closures will be necessary to complete the proposed scope of work Subcontracted traffic control will not be required to complete borings in or adjacent to the traveled way
- Site access to private property, if required, will be granted through reasonable means such as access letter(s) and telephone notification(s)
- A 20 percent contingency of the subcontract costs has been added to address additional borings and laboratory analyses based on field observations and conditions

### 4.2 COVID-19 Pandemic Considerations

TRC's proposal accounts for the currently known effects of the COVID-19 pandemic, but TRC cannot predict any different effects or requirements, such as impacts due to future governmental orders, CDC guidelines, or extended duration of the COVID-19 pandemic TRC reserves the right to obtain relief from schedule or deliverable requirements due to a force majeure event in the event of further impacts to the work due to COVID-19, and reserves the right to receive compensation for increased PPE, social distancing, or other requirements that impact TRC's costs.

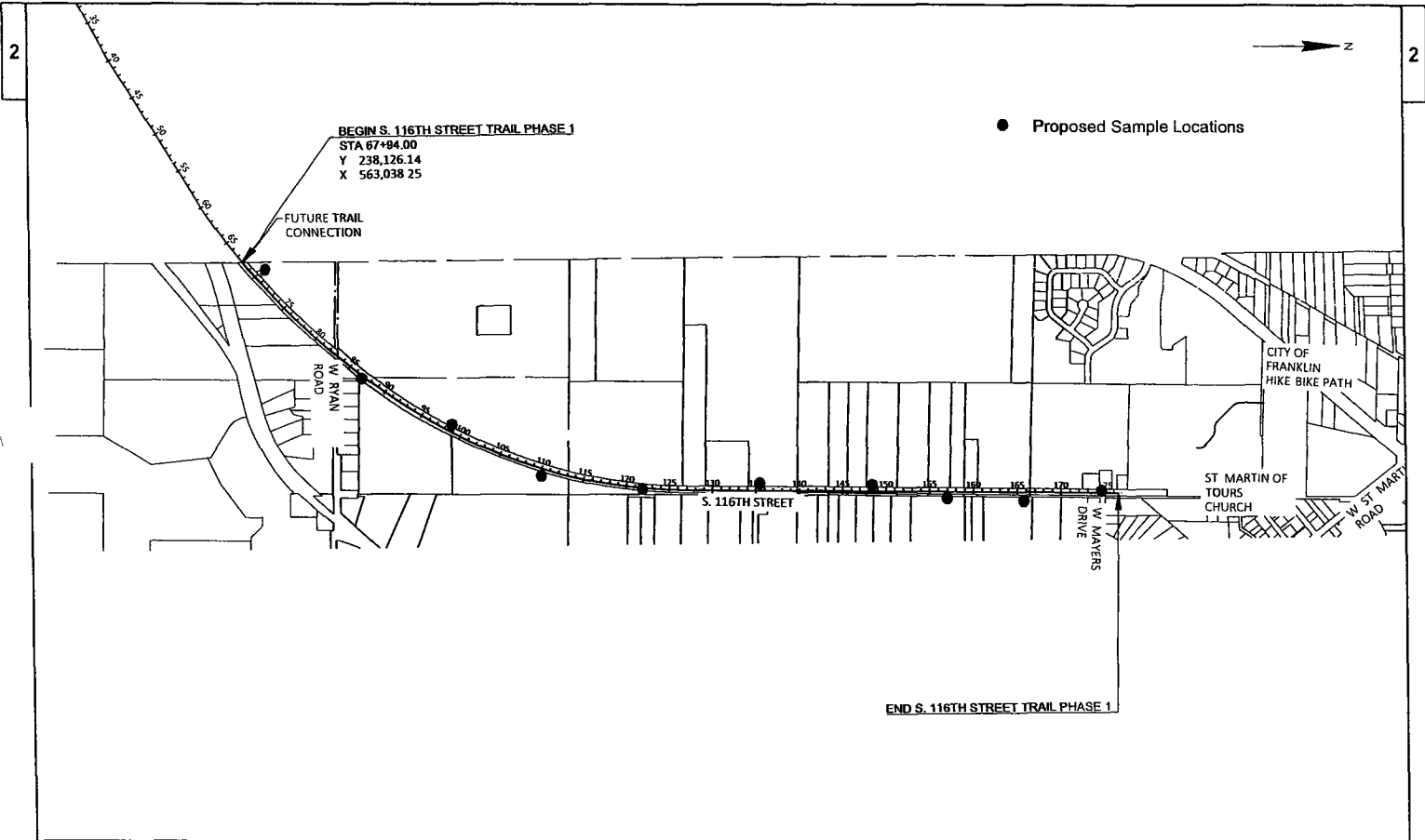
### 4.3 Basis for Payment

TRC will submit invoices monthly in accordance with the rate schedule that is in effect when the work is performed

### 4.4 Terms of Contract

TRC proposes to perform the Scope of Services under the terms and conditions of the Proposal, the Work Authorization, the Terms and Conditions, and Cost Breakout (collectively the "Agreement") If this Agreement is satisfactory to GRAEF, please sign in the required spaces on the Work Authorization and return a fully executed copy to my attention and retain a signed copy of the Work Authorization for your

records If GRAEF requires a Purchase Order for payment purposes, please submit the Purchase Order referencing and incorporating this Agreement, including TRC's Proposal and Proposal Number in addition to the signed Work Authorization



PROJECT NO: 2020-0291	HWY: 116TH STREET	COUNTY: MILWAUKEE	PROJECT OVERVIEW	SHEET	E
FILE NAME: X:\WAL\2020\2020-0291\TRANSPORTATION\2020\2020-0291_00.DWG	PLT DATE: 4/28/2023 10:32:40A	PLT BY: STRASSER, JEFFREY	PLT NAME:	PLT SCALE: 1:10000	ANNOTATION SHEET 42

**Attachment 2  
Work Authorization**

## Acceptance of TRC Proposal No. 548490.9990.0000

The signature below, by a duly authorized representative of GRAEF, indicates acceptance of the above referenced proposal without exception. Acceptance is limited to the terms stated in this Agreement, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.

Approved and accepted as of the date shown below

TRC

GRAEF

By



Signature

Daniel Haak, P.E.

Printed Name

Project Manager

Title

May 22, 2023

Date

By

Signature

Printed Name

Title

Date

## Attachment 3 Cost Breakout



**Cost**

Project Name Phase 2, 116th St Trail, City of Franklin  
 WisDOT Project ID 2976-00-02  
 TRC Project Number 548490.9990.0000

**BASIS OF PAYMENT: TIME AND EXPENSE (NOT TO EXCEED) TOTAL \$16,432.77**

**LABOR TOTAL: \$11,028.87**

TASK	POSITION TITLE	HOURS	RATE	COST
765 - Envir IMP-Contaminated Sites	Contract Manager	1	\$72.24	\$72.24
	Project Supervisor	10	\$55.08	\$550.82
	Engineer	35	\$36.13	\$1,264.62
	Field Technician	45	\$25.97	\$1,168.49
	CADD, GIS	15	\$28.86	\$432.92
	Administrative Support	10	\$29.69	\$296.90
	<b>TOTAL LABOR AT DIRECT RATE</b>			
<b>OVERHEAD (1.7225)</b>			<b>1.7225</b>	<b>\$6,521.36</b>
<b>PROFIT (7%)</b>			<b>0.07</b>	<b>\$721.51</b>

**SUBCONTRACT COSTS TOTAL: \$4,664.40**

SUBCONTRACTOR	SUBCONTRACTED SERVICES	QUANTITY	UNIT	RATE	COST
Eurofins	VOCs (8260B)	10	Each	\$51.00	\$510.00
	Semivolatle Organics (GC/MS)(8270D)	10	Each	\$119.00	\$1,190.00
	GRO	2	Each	\$30.00	\$60.00
	DRO	2	Each	\$37.00	\$74.00
	PCB Aroclors (solids) (Soxhlet extraction 8082)	10	Each	\$53.00	\$530.00
	RCRA Metals - 8 Metals (6010 or 6020)	10	Each	\$54.00	\$540.00
	Total Protocol B	2	Each	\$491.50	\$983.00
	20% Contingency	1	Each	\$777.40	\$777.40
<b>SUBTOTAL, LABORATORY COSTS</b>					<b>\$4,664.40</b>

**DIRECT EXPENSES TOTAL: \$739.50**

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Meals - Daily Allowance	2	Day	\$41.00	\$82.00
Vehicle Rental (Enterprise)	2	Day	\$75.00	\$150.00
Rental Vehicle Gas (at 15 mpg)	25	Gallon	\$3.50	\$87.50
TRC Equipment Rental (PID)	1	Day	\$110.00	\$110.00
TRC Equipment Rental (GPS)	1	Day	\$150.00	\$150.00
Sample Shipment Fee	1	Allowance	\$60.00	\$60.00
Misc Supplies	1	Allowance	\$100.00	\$100.00
<b>TOTAL DIRECT EXPENSES</b>				<b>\$739.50</b>

**Attachment 4  
Terms and Conditions**

## Terms and Conditions

TRC Environmental Corporation ("Consultant") will provide consulting and other professional services on behalf of Client. Unless otherwise stated, Consultant's Proposal to perform the Scope of Work expires sixty (60) days from its date and may be modified or withdrawn by Consultant prior to receipt of Client's acceptance. Any additional or different terms and conditions proposed by Client are objected to and will not be binding upon Consultant unless specifically agreed to in writing by Consultant. An order or statement of intent to purchase Consultant's services, or any direction to proceed with, or acquiescence in the commencement of work shall constitute consent to these terms and conditions. The offer and acceptance of any services or goods covered by this Agreement is conditioned upon the terms and conditions contained herein.

### 1. Scope of Service

The Scope of the Services including the location of the Services required of Consultant for Client or Client Affiliate are detailed in the Proposal which, upon execution by the Parties, shall become a part of this Agreement.

The Services and schedule set forth in the Proposal are based upon site conditions known by Consultant at the time of contract and information regarding the site provided by Client. If the information proves to be incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by Client, or if Client directs Consultant to change its original Services set forth in the Proposal, a written amendment equitably adjusting the terms of cost, performance, schedule and/or conditions shall be executed by Client and Consultant. The parties agree that Consultant shall not start to perform the Services until the Proposal describing the Services, including an agreed upon schedule of performance, has been authorized by both Consultant and the Client, and has been provided to Consultant.

The offer and acceptance of any services or goods covered by the Proposal is conditioned upon these terms and conditions. An order or statement of intent to purchase Consultant's services, or any direction to proceed with, or acquiescence in the commencement of work shall constitute consent to these terms and conditions.

### 2. Fees and Terms of Payment

Fees Fees for Services performed under this Agreement shall generally be either in a "Time and Materials" or "Fixed Price" basis. The method of compensation shall be specified in the Proposal. Prices or rates quoted do not include state or local taxes where applicable.

- I. If Time and Materials Compensation for Services performed on a Time and Materials basis shall be in accordance with the rate schedule and terms set forth in the Proposal, which is incorporated by reference and made a part of this Agreement.
- II. If Fixed Price If the compensation arrangements are specified in the Proposal as being fixed price, Client shall be invoiced monthly either on the basis of percentage of project completion or upon such payment schedule as set forth in the Proposal.

Expenses Any expenses related to the performance of the Services shall be as set forth in the Proposal.

Invoicing and Payment Consultant will submit invoices for Services on a monthly basis. Payments for all invoices (Time and Materials and/or Fixed Price) are due at the address appearing on the invoice within thirty (30) days of Client's receipt of invoice.

If Client objects to all or any portion of the invoice, Client shall so notify Consultant in writing within ten (10) days of the invoice date, identifying the cause of the disagreement and shall pay when due that portion of the invoice that is not in dispute. Both parties shall use best efforts to resolve any dispute in an expeditious manner. If the parties are unable to resolve the dispute within thirty (30) days of receipt of Client's written objection, the dispute shall be subject to Dispute Resolution procedures set forth in Article 15 below. The Client's obligation to pay for the Work is in no way dependent upon the Client's ability to obtain financing or dependent upon the Client's successful completion of the project.

Interest will accrue on all overdue payments at the rate of 12% per annum, or the highest rate permissible under applicable law, whichever is less, starting on the 31<sup>st</sup> day after the date of an invoice. Additionally, if Client does not pay Consultant within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, Consultant may suspend performance of the Services and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse Consultant for all reasonable costs incurred by Consultant in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees. Consultant may at its option withhold delivery of documents and other data pending receipt of payment for all Work rendered and shall have no liability to the Client for delay or damage caused because of such withholding.

### **3. Time of Performance**

Consultant's Services under this Proposal will be considered complete at the earlier of (i) the date when Consultant's Deliverables are accepted by Client or (ii) thirty (30) days after the date when the last of Consultant's Deliverables are submitted for final acceptance if Client does not notify Consultant in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

### **4. Additional and Changed Services, Delays**

Client has the right to add or make changes to the Services set forth in the Proposal provided Consultant receives an equitable adjustment in compensation and time for performance to the extent they are impacted by the additional or changed Services. Consultant has no obligation to proceed with additional or changed Services until the Parties agree to the time and compensation adjustments associated with those Services and Consultant receives a change order to that effect, signed by Client.

Consultant will be entitled to an equitable adjustment in compensation and time for performance to the extent Services to be performed by Consultant are impacted by the acts or omissions of Client, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide Information or comments in connection with the development of any Deliverables (defined below), interference with or delay of any of the Services caused by Client, or other party for whom Client is responsible, any error, omission, or ambiguity in information provided by Client to Consultant and necessary to the performance of the Services as required under the Agreement, and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.

If the Services are not progressing in accordance with the project schedule due to Consultant's fault, Consultant will take appropriate corrective measures, which may include working overtime or adding staff, which will be at Consultant's expense to the extent the delays are caused by Consultant's fault.

### **5. Force Majeure**

Except for the obligation to pay for Services rendered and expenses incurred, no liability will attach to either Party from delay in performance or nonperformance caused by circumstances and/or events beyond the reasonable control of the Party affected, including, but not limited to: acts of God, fire, flood, war, earthquake,

epidemic, pandemic, quarantine restrictions, other natural occurrences, war, acts of terrorism, freight embargoes, vandalism, strikes, lockouts, acts and/or omissions of Federal, State and local governmental authorities and regulatory agencies, and other events which are beyond the reasonable control of the Party. Should such delay occur, the parties will use best efforts to resolve any delay in a fair and equitable manner, allowing for schedule adjustments as required to reasonably accommodate the delay and the interests of both Parties.

While Consultant has made reasonable efforts to incorporate into its plan for the Project any known current project impacts of the COVID-19 pandemic, Consultant has not accounted for, unknown future changes due to the COVID-19 pandemic, including, without limitation, additional restrictions by government agencies or others (such as the availability of the site for access or client or consultant staff or others), to the extent they delay or otherwise impact the Project. In that event, Consultant will notify Client and work in good faith as to how to address, time, costs, or other unexpected impacts. In addition, Consultant reserves the right to receive compensation for increased PPE, social distancing, or other requirements that impact Consultant's costs.

## 6. Consultant Responsibilities

Consultant shall perform all Services in accordance with the following (together, the "Standard of Care")

- I. Consultant will act as an independent contractor in performing the Services, and nothing herein will at any time be construed to create the relationship of employer and employee, partnership, or joint venture between Client and Consultant.
- II. Consultant shall, in performing the Services, comply with all applicable federal, state, and local laws, ordinances, regulations and orders published by a governmental agency and in place at the time the Work is performed (collectively, "Laws").
- III. Consultant, its employees, and subcontractors shall adhere to any and all policies regarding workplace security, safety and other such policies as transmitted to Consultant by Client prior to performing the Services.
- IV. Consultant shall obtain and maintain throughout the term of this Agreement or as required under Law, the approvals, licenses and/or permits required under Law or by governmental agency, board or other jurisdiction in order to provide the Services.
- V. Consultant will take reasonable precautions to minimize any damage to the property upon which Services are performed and adjoining properties and any cost of correction, repair or replacement to such property caused by Consultant or any subcontractor to Consultant shall be borne by Consultant. If the Services require disturbance of the property, Consultant shall return the property to substantially its original condition unless otherwise provided in the Proposal.
- VI. Consultant shall advise the Client at regular intervals of the status of the project and will make reasonable efforts to coordinate its activities with Client and to accommodate other activities of the Client at the site where the Services are being conducted. Consultant shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.
- VII. Consultant shall perform its Services in a manner consistent with the degree of professional skill and care exercised by similar professionals on projects of similar scope, nature and complexity in line with industry standards and practice and in accordance with generally

accepted engineering, environmental, and/or construction practices in effect at the time the Services are rendered and utilized by environmental firms located in the United States and performing Services of a similar nature. This standard of care shall be judged as of the time and place the Services are rendered, and not according to later standards. A difference of opinion on a question of professional judgment shall not excuse Client from paying for Services rendered or result in liability to Consultant.

- VIII. In the event Consultant procures Materials pursuant to the Proposal, Consultant warrants to Client that the Materials will be free of defects in workmanship ("Warranty").
- IX. **Remedies** If Consultant's Services fail to meet the Standard of Care ("Nonconforming Work"), or if any materials fail to meet the Warranty ("Defective Materials"), and if Client provides written notice to Consultant of such failure no later than one (1) year after completion of the applicable Proposal or Work Authorization ("Correction Period"), at Consultant's option, Consultant shall, at its sole cost and expense, will within a reasonable time, but not to exceed thirty (30) days, after receipt of such written notice, to the extent requested by Client in such notice: (a) re-perform the Nonconforming Work, (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to Consultant for such Nonconforming Work and/or Defective Materials. In no event shall Consultant be required to bear the cost of gaining access in order to perform its warranty obligations the Nonconforming Work or repair or replace the Defective Materials.

**Warranty Limitation** THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND CONSULTANT HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE CONSULTANT TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS ARTICLE WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, CONSULTANT DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO CONSULTANT'S LIABILITY UNDER ARTICLE 10, CLIENT'S EXCLUSIVE REMEDIES AND CONSULTANT'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION UNDER ANY TASK ORDER WILL BE THOSE STATED IN THIS ARTICLE 6.

## 7. **Client Responsibilities**

- I. Client shall cooperate with Consultant so that the Services can be completed in a timely, efficient and cost-effective manner. Client will designate in writing the authorized representative(s) familiar with the Services who shall be available to Consultant and who shall have the authority to make decisions necessary for Consultant to perform its Services.
- II. Client shall be responsible for providing access to Consultant and its subcontractor(s) to enter the property upon which Consultant's Services are to be performed.
- III. Client shall provide to Consultant all studies, reports, data and other relevant information available to the Client regarding the site and/or Services. Client shall authorize Consultant to obtain additional data as required and furnish the Services of others as reasonably necessary for the performance of the Services. Consultant shall be entitled to use and rely upon such information and Services.

- IV If the Services include excavation or drilling, Client shall provide Consultant assistance in locating underground structures or utilities in the vicinity of any exploration or investigation. If despite commercially appropriate practices neither Client nor Consultant can confirm the location, the Client agrees that Consultant is not responsible for any costs associated with the repair, replacement or restoration of any damage associated with the non-negligent performance by Consultant of the excavation or drilling.

#### 8. Confidentiality

"Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, know-how, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either Party discloses Confidential Information to the other Party in connection with this Agreement (excluding Consultant's Work Product that is delivered to Client), the Party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of five (5) years from the date of disclosure. These restrictions shall not apply to information that (i) the Parties had in their possession prior to disclosure, (ii) becomes public knowledge through no fault of the receiving Party, (iii) the receiving Party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing Party, (iv) is independently developed by the receiving Party; or (v) is required to be disclosed by law or court order.

#### 9. Insurance

Consultant represents that it has, maintains, and at all times during performance of the Services and will continue in effect at its own expense the following coverage:

- I. Workers Compensation and occupational disease insurance in statutory amounts
- II. Employer's Liability insurance in the amount of \$1,000,000
- III. Automobile Liability in the amount of \$1,000,000
- IV. Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in general aggregate
- V. Professional Liability insurance in the amount of \$1,000,000

Said liability coverage policies will name Client as an additional insured, except Workers Compensation, Employer's Liability and Professional Liability Insurance, and include a waiver of subrogation against Client. Consultant shall provide Client a certificate of insurance evidencing the required insurance. Consultant shall not cancel such policies without thirty (30) days prior notice to Client.

#### 10. Indemnification

Each Party assumes full responsibility for any claims, suits, accidents, injuries (including death), losses, costs, liabilities or damages to the person or property of any third party (collectively, "Claims") resulting from its own negligent acts, errors, omissions or reckless acts or those of any of its employees, representatives, contractors, consultants and agents, and, to the extent of a Party's proportionate responsibility therefore, will indemnify, defend and save harmless the other Party, its employees, representatives, contractors, consultants and agents from any costs, liabilities or expenses arising out of such negligent acts, errors,

omissions or willful misconduct Notwithstanding the foregoing, in the event that Consultant performs intrusive ground work as part of the Services, Client shall indemnify Consultant from and against any and all claims, costs, liabilities or expenses, including reasonable attorneys' fees, resulting from, or arising out of, damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not designated or identified to Consultant prior to the commencement of any subsurface investigation or cleanup, including but not limited to, excavation, drilling, boring, or probing required to be conducted by Consultant as part of site investigation, characterization or remediation work

#### 11. Allocation of Risk

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT AND CLIENT WAIVE ANY AND ALL CLAIMS AGAINST EACH OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, MULTIPLE, AND PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE CULPABLE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER A PARTY'S CLAIM AGAINST THE OTHER PARTY IS BASED IN CONTRACT (INCLUDING CONTRACT TERMINATION), INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, RENTAL EXPENSES, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF INCOME, LOSS OF PROFIT (EXCEPT PROFIT ARISING DIRECTLY FROM THE SERVICES), LOSS OF FINANCING, LOSS OF BUSINESS, AND LOSS OF REPUTATION

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR (A) CLAIMS COVERED BY INSURANCE, FOR WHICH CONSULTANT'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PROCEEDS OF APPLICABLE INSURANCE UP TO THE SPECIFIC LIMITS OF SUCH INSURANCE SET FORTH IN THIS AGREEMENT, AND (B) THIRD PARTY INDEMNITY CLAIMS FOR BODILY INJURY, DISEASE, OR DEATH, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT AND ITS EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, ON ALL CLAIMS OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO CONSULTANT'S SERVICES UNDER THE PROPOSAL, FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, INDEMNITY, OR BREACH OF CONTRACT, WILL NOT EXCEED THE GREATER OF \$50,000 OR THE COMPENSATION RECEIVED BY CONSULTANT UNDER THE PROPOSAL ALL SUCH LIABILITY WILL TERMINATE UPON THE EXPIRATION OF THE CORRECTION PERIOD SPECIFIED IN ARTICLE 6 THIS ARTICLE SETS FORTH CONSULTANT'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST CONSULTANT

IF CONSULTANT FURNISHES CLIENT WITH ADVICE OR ASSISTANCE CONCERNING ANY PRODUCTS, SYSTEMS OR SERVICES WHICH IS NOT REQUIRED UNDER THE SERVICES OR ANY OTHER CONTRACT AMONG THE PARTIES, THE FURNISHING OF SUCH ADVICE OR ASSISTANCE WILL NOT SUBJECT CONSULTANT TO ANY LIABILITY WHETHER IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE

#### 12. Ownership of Documents

All original documents, reports, and materials including, without limitation, plans, drawings and specifications ("Deliverables") produced and delivered by the Consultant (or Consultant's subcontractors) to Client during the term of and pursuant to this Agreement are instruments of service in respect of the project and shall become the property of Client upon payment therefor However, this ownership shall not include any ownership interest in the Consultant's preexisting information including, but not limited to, computer programs, software, models, patents, patents pending, standard figures, details or specifications or the



Consultant's or the licensed professional's seal, stamp, or certification Client may use said documents and make and retain copies for information and reference in connection with the use and occupancy of the project by Client and others, however, such documents are not intended or represented to be suitable for reuse or modification by Client or others on extensions of the same project or on any other project. Any reuse or modification without written verification or adaptation by Consultant and Consultant's subcontractors, as appropriate, other than for the specific purpose contemplated under this Agreement will be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's subcontractors. Distribution or submission to meet official regulatory requirements or for other such purposes in connection with the project is not to be construed as an act in derogation of Consultant's rights under this provision or Agreement. Additionally, if Consultant provides any documents, reports, or materials including, without limitation, plans, drawings and specifications in both hard copy and on electronic media, then in all circumstances the hard copy of any such document, report, and material including, without limitation, plans, drawings, and specifications shall control in the event of any conflict or discrepancies between the hard copy and the electronic media copy.

Any report prepared as part of the Services will be prepared solely for use of the Client. Third parties are not to rely on the report unless both Consultant and Client consent in writing to such reliance. Consultant may assess a charge in connection with documenting such consent.

### **13. Safety**

Consultant commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. Consultant will not have any responsibility for overall job safety at the Project Site. If Consultant determines that its field personnel are unable to access required locations or perform required Services in conformance with applicable safety standards, Consultant may suspend performance until its personnel can safely perform their Services. Consultant will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, Consultant may terminate its performance in accordance with Article 14. Neither the Services rendered by Consultant nor the presence of Consultant's employees or subcontractors at the site shall imply that Consultant has responsibility for any activities performed by personnel other than Consultant's employees or subcontractors.

Client shall inform Consultant of applicable site safety procedures and regulations known to Client as well as any special safety concerns or dangerous conditions at the site. Consultant shall adhere to such procedures and regulations once written notice thereof has been given by Client.

### **14. Termination**

Either Party may terminate this Agreement by written notice given to the other Party at least thirty (30) days prior to the effective date of such termination for cause or for convenience. If such termination occurs, and Consultant is not in breach, Client shall pay Consultant all undisputed sums due to Consultant for Services rendered and expenses incurred to the date of termination as well as reasonable cost for (i) demobilization, (ii) non-cancellable commitments; and (iii) reasonable Services provided to effectuate a professional and timely project termination. If either Party seeks to terminate the Agreement due to an alleged breach, the non-breaching Party will provide the alleged breaching Party with notice and give five (5) days to submit a plan to cure such alleged breach and the Parties will expeditiously work to resolve the issue. If the termination is the result of Consultant's breach which has not been cured in a reasonable time frame, prior to paying Consultant, Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by Consultant's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which Consultant is entitled, Consultant will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

**15. Dispute Resolution**

The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the project or the Agreement or the breach thereof ("Dispute") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within 15 days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

This Agreement, and any act or transactions to which they will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the state where the Project is located and the federal laws applicable therein without reference or giving effect to the conflicts of law or choice of law principles thereof. This choice of law expressly includes the applicable statutes of limitation. To the fullest extent permitted by law, the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts in Hartford, Connecticut and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES THAT MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE AND, THEREFORE, TO THE EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN REGARD TO ANY CONTRACT, TORT, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR RELATING TO THE PROJECT OR THIS AGREEMENT.

**16. Litigation Support**

At the request of Client, Consultant agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which Client is or becomes a party in connection with the work performed under this Agreement. Client agrees to compensate Consultant at its then current rates for its time and other costs in connection with such evidence or testimony. Similarly, if Consultant is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, Consultant agrees to contact Client and cooperate with Client and Client's counsel. Client agrees to compensate Consultant at its then current rates for its time and expense in connection with such testimony, document production or other evidentiary production. For avoidance of doubt, this provision is not intended to apply to Disputes arising out of this Agreement.

**17. Disposal of Contaminated Materials**

It is understood and agreed that Consultant is not, and has no responsibility as, a generator, operator, owner, treater, arranger, or storer of any substances, materials or wastes (hazardous or non-hazardous) found or identified at work sites including drilling and cutting fluids and other samples. Ownership of all samples obtained by Consultant from the site for Services shall be maintained by Client. Consultant will store such samples in a professional manner for the period of time necessary to complete the Services. Upon completion of the Services, Consultant will return any unused samples or portions thereof to Client or, at Client's option using a manifest signed by Client as generator, dispose of the samples in a lawful manner and bill Client for the costs related thereto.

Before any substances, materials or wastes are removed from the site, Client will sign manifests naming Client as the generator of the waste (or, if Client is not the generator, Client will arrange for the generator to sign) Client will select the treatment or disposal facility to which any waste is taken Consultant shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Consultant has or had title to such materials Consultant will not have responsibility for or control of the site or of operations or activities at the site other than its own and those of its agents or subcontractors Consultant will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any wastes or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests Client will indemnify and hold harmless Consultant from and against all losses, damages, costs and expenses, including but not limited to attorneys' fees, resulting from its performance of the Services and arising or resulting from actions brought by third parties alleging or identifying Consultant as a generator, operator, storer, treater, arranger or owner of pre-existing substances or wastes found or identified at work sites Client shall pay all costs and expenses associated with the collection, storage, transport and disposal of samples and wastes, unless otherwise set forth in the Proposal

#### **18. Environmental or Subsurface Risks**

Client and Consultant acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any substances, materials or wastes (hazardous or non-hazardous) that may be found at the site Further, Client and Consultant acknowledge that the Services undertaken pursuant to this Agreement, including any subsurface activities, entail uncertainty and risk of injury or damage and that Consultant has not been retained to serve as insurer of the site conditions to the Client, third parties or the public Client releases Consultant from any claims for damages resulting from or arising out of the preexisting environmental conditions at or associated with the site for Services, which condition was not directly caused by and/or did not result from any negligent act or omission of Consultant, or a subcontractor to Consultant, their representatives, agents, employees and invitees.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring is advanced or drilled through a contaminated area, into a clean soil or a water-bearing zone Because of the risks posed by such Services, the Client hereby agrees to waive all claims against Consultant that in any way arise out of subsurface sampling, including claims relating to cross-contamination

Client recognizes the inherent risks connected with construction activities, geotechnical investigations, environmental investigations, and assessments Client also recognizes that actual conditions at the site may vary from those observed by Consultant when performing the Services Client specifically acknowledges and agrees that the interpretations and recommendations of Consultant are based on information actually reviewed and conditions actually observed by Consultant. Consultant shall not be responsible for the validity or accuracy of data collected by others or interpretations made by others

If in the performance of Services, Consultant encounters unanticipated environmental risks or conditions then an amendment to the Proposal will be provided Client acknowledges that discovery of such unanticipated environmental risks also may require Consultant to take immediate measures to protect health and safety and/or report such discovery as may be required by Law Client authorizes Consultant to take all measures Consultant reasonably believes to be required under Law and/or immediately necessary to protect Consultant, Client and the public. Further, Client shall compensate Consultant for all reasonable costs associated with such actions

#### **19. Notice**

All notices to either Party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, certified mail or courier to the address of the respective Party or to

such other address as such Party may designate by providing notice as set forth herein. Either Party may change their address effective ten (10) days after written notice thereof to the other Party.

**20. Assignment**

Except as otherwise agreed to in writing by both Parties, this Agreement will not be assigned by either Party, either voluntarily, involuntarily, or by operation of law. Consent will not be unreasonably withheld, conditioned, or delayed, provided that as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee.


**21. Non-Solicitation**

Each Party agrees that during the term of this Agreement and for a period of twelve (12) months following any termination of this Agreement, directly or indirectly solicit for employment or hire any employee of the other Party or its affiliates or subsidiaries. Nothing herein shall be deemed to prohibit either Party from conducting generalized solicitations or generalized advertisements for employment or hiring any employee of the other Party who has responded to a generalized solicitation or generalized advertisement for employment.

**22. Controlling Agreement**

This Agreement and the Proposal embody the entire and integrated agreement and understanding between the Parties pertaining to the subject matter of the Proposal, and supersedes all prior or contemporaneous discussions, promises, agreements, understandings, negotiations, representations and communications whether oral or written, of the Parties, pertaining to that subject matter. Any additional or different terms and conditions proposed by Client are objected to and will not be binding upon Consultant unless specifically agreed to in writing by Consultant. This Agreement may be amended or modified only by a written amendment signed by both Parties. Client acknowledges and agrees that it has received and reviewed these Terms and Conditions and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

If any term contained hereunder is declared invalid by a court of competent jurisdiction, such declaration will not affect the validity of any other of its terms. The failure of either Party to exercise its rights under this Agreement will not constitute a waiver or forfeiture of such right. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> June 6, 2023
Reports & commendations	<b>Allow Hausch Design Agency, LLC to Develop a Messaging Program for Franklin Sewer Utilities Private Property Infiltration &amp; Inflow Reduction Project Without Errors and Omissions (Professional Liability) Insurance</b>	<b>ITEM NO.</b> All Districts G.15.

**BACKGROUND**

On January 18, 2022, Common Council adopted Resolution 2022-7816, a resolution to enter into a contract with Hausch Design Agency, LLC to develop a messaging program for Franklin Sewer Utilities Project/Private Property Infiltration & Inflow Reduction Project for \$31,000. On June 7, 2022, the Hausch contract was amended to \$32,383.03 to accommodate additional insurance requirements.

**ANALYSIS**

Through no fault of Hausch, this effort has not progressed at the pace as anticipated partially because of MMSD's desire for the City to focus on other PPII projects underway. Fast forward one-year, the increased insurance requirements are up for renewal. Staff has discussed the need for the additional insurance and does not feel that the errors and omissions (professional liability) coverage is necessary because Staff will review all text before it is used in publications. As such, Hausch is willing to keep the increased non-owned auto-liability, commercial liability, and workers compensation insurances if the City would drop the requirement to keep the professional liability insurance.

**OPTIONS**

- A. Require the full amount of insurance agreed upon in 2022. Staff will need to return with a firm quote and budget amendment.
- B. Require the full amount of insurance agreed upon in 2022 with the exception to remove any errors and omissions (professional liability) insurance. This will not require any adjustment to the fee.
- C. Other direction to Staff.

**FISCAL NOTE**

This PPII program was funded in the 2022 Sewer Utility budget (61-0731-5829) and primarily funded using Franklin's allotment of MMSD funds earmarked for this purpose. The non-MMSD-funds needed relate to a large portion of this messaging program and will use local sewer utility funds.

**RECOMMENDATION**

Motion to allow Hausch Design Agency, LLC to proceed with developing a messaging program for Franklin Sewer Utilities Private Property Infiltration & Inflow reduction project without Errors and Omissions (Professional Liability) insurance.

Engineering Department: GEM

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 6/6/2023
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>AN ORDINANCE TO AMEND ORDINANCE NO. 2023-2531, AN ORDINANCE TO AMEND ORDINANCE NO. 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL OPERATING FUND TO TRANSFER \$30,380 IN EXPENDITURES FROM THE ENGINEERING PERSONAL SERVICES SALARY AND BENEFITS ACCOUNTS TO THE PLANNING PERSONAL SERVICES SALARY AND BENEFITS ACCOUNTS, TO RETURN THE TRANSFERRED FUNDS FROM PLANNING SERVICES ACCOUNTS TO ENGINEERING SERVICES ACCOUNTS</b>	<b>ITEM NUMBER</b>  G.16.

**BACKGROUND**

On 2/20/2023, the Common Council Approved an Ordinance to Adopt Ordinance No. 2023-2531, An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budget for the General Operating Fund to Transfer \$30,380 in Expenditures from the Engineering Personal Services Salary and Benefits Accounts to the Planning Personal Services Salary and Benefits Accounts.

Staff is requesting the Common Council to approve An Ordinance to Amend Ordinance No. 2023-2531, An Ordinance Adopting the 2023 Annual Budget for the General Operating Fund to Transfer \$30,380 in Expenditures from the Planning Personal Services Salary and Benefits Accounts to the Engineering Expenditures from the Planning Personal Services Salary and Benefits Accounts.

Costs and accounts are listed in the attached ordinance.

**FISCAL IMPACT**

There is no change in effect to the 2023 Annual Budget. This action properly aligns the costs and accounts for the change authorized on 2/20/2023.

**COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2023-\_\_\_, An Ordinance to Amend Ordinance No. 2023-2531, An Ordinance Adopting the 2023 Annual Budget for the General Operating Fund to Transfer \$30,380 in Expenditures from the Planning Personal Services Salary and Benefits Accounts to the Engineering Personal Services Salary and Benefits Accounts.

DOA-KH

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NO. 2023-2531, AN ORDINANCE TO AMEND ORDINANCE NO. 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL OPERATING FUND TO TRANSFER \$30,380 IN EXPENDITURES FROM THE ENGINEERING PERSONAL SERVICES SALARY AND BENEFITS ACCOUNTS TO THE PLANNING PERSONAL SERVICES SALARY AND BENEFITS ACCOUNTS, TO RETURN THE TRANSFERRED FUNDS FROM PLANNING SERVICES ACCOUNTS TO ENGINEERING SERVICES ACCOUNTS

WHEREAS, the Common Council of the City of Franklin adopted the 2023 Annual Budgets for the City of Franklin on November 15, 2022; and

WHEREAS, the Common Council of the City of Franklin adopted an Ordinance No. 2022-2521 to Amend the 2023 Annual Budgets for the City of Franklin on February 20, 2023, as above entitled, to transfer \$30,380 in funds from Engineering Personal Services Salary and Benefits accounts to Planning Personal Services Salary and Benefits accounts; and

WHEREAS, the Engineering Department has continued to request additional clerical help to perform data entry of projects, answer phones, help customers at the counter, and other services needs, and Job analysis shows that changing Ordinance No. 2022-2521 to split the position between the Engineering and Planning Departments is not an effective use of the positions or the budget for the workload in Engineering; and

WHEREAS, a part-time Engineering Administrative Assistant position has been vacant since December 2022; the Engineering Department requests to adjust the vacant part-time Engineering Administrative Assistant position to full-time employment using the return of the Budget for the General Operating Fund from the Planning Department to the Engineering Department; additional clerical support will help relieve the engineers and engineering technicians from some of their administrative duties and allow them to concentrate on some of the higher-level engineering functions; the request would use approximately all of the transferred funding.

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

Section 1

That the 2023 Budget for the General Operating Fund for the various Engineering Personal Services Salary and Benefits and Planning Personal Services Salary and Benefits accounts be amended as follows:

*Appropriation I Expenditure*

Planning Salaries – FT	01-0621-5111	Decrease \$26,180.00
Planning Benefits	01-0621-xxxx	Decrease \$ 4,200.00

*Appropriation I Expenditure*

Engineering Salaries – FT	01-0321-5111	Increase \$26,180.00
Engineering Benefits	01-0321-xxxx	Increase \$ 4,200.00



Section 2

Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adopting this Ordinance on the City's website.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 6<sup>th</sup> day of June 2023

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>[Handwritten mark]</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><del>2/20/2023</del></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budget for the General Operating Fund to Transfer \$30,380 in Expenditures from the Engineering Personal Services Salary and Benefits Accounts to the Planning Personal Services Salary and Benefits Accounts</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><del>G 18</del></p>

**BACKGROUND**

On 2/7/2023, the Common Council approved adding a .5 FTE Secretarial position to the Planning Department by reducing a same position in the Engineering Department by .5 FTE. It is necessary now to re-assign the funding for this change to appropriate accounts within the departments.

Costs and accounts are listed on the attached ordinance.

**FISCAL IMPACT**

There is no change in effect to the 2023 Annual Budget. This action properly aligns the costs and accounts for the change authorized on 2/7/2023.

**COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance No. 2023-\_\_\_\_, An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budget for the General Operating Fund to Transfer \$30,380 in Expenditures from the Engineering Personal Services Salary and Benefits Accounts to the Planning Personal Services Salary and Benefits Accounts.

Mayor

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/6/2023
REPORTS & RECOMMENDATIONS	MOVING STAFFING AND BUDGET FOR A .5 SECRETARIAL POSITION FROM THE PLANNING DEPARTMENT TO THE ENGINEERING DEPARTMENT AND RESTRUCTURING OF THE AUTHORIZED POSITIONS IN THE ENGINEERING DEPARTMENT	ITEM NUMBER G.17.

**BACKGROUND**

On 2/7/2023, the Common Council approved adding a .5 FTE Secretarial position to the Planning Department by reducing the same position in the Engineering Department by .5 FTE. It is now necessary to reverse this action by adding back to the Engineering Department the .5 FTE Administrative position given to the Planning Department, consolidating the two .5 FTE positions into one FTE position in the engineering department. It is now necessary to re-assign the funding for this change to appropriate accounts within the departments.

**FISCAL IMPACT**

There is no change in effect to the 2023 Annual Budget. This action properly aligns the costs and accounts for the change authorized on 2/7/2023.

**COUNCIL ACTION REQUESTED**

Motion to approve the consolidation of one (.5) FTE planning department administrative assistant and one (.5) FTE engineering department administrative assistant position into one FTE engineering administrative assistant position to allow for the hiring of one FTE engineering administrative assistant at the Salary Pay Grade 2

Roll Call Vote.

DOA-KH

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><del>2/7/2023</del></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Moving Staffing and Budget for a .5 Secretarial Position from the Engineering Department to the Planning Department</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><del>D. 3.</del></p>

**BACKGROUND**

A full-time Secretary left employment in December of 2022. This position was authorized and budgeted 50% in the Engineering Department and 50% in the Sewer & Water Department. Replacement of this vacancy has not been authorized.

The Planning Department has continued to request additional clerical help to perform data entry of projects, answering of phones, helping customers at the counter, etc. Job analysis shows that splitting the position between departments would be an effective use of the position and budget and help with the workload in planning.

**ANALYSIS**


A part-time (.75) Secretary from another department has offered to move to full-time employment, and would work 2 hours per day in the Planning Department. Providing additional clerical support will help relieve the two current Planners from some of their administrative duties and allow them to concentrate on some of the higher-level planning functions. This would use approximately 1/2 of the transferred funding. The additional funding would be available for any projects requiring authorized overtime or for contracting out services.

**FISCAL IMPACT**

This would remove approximately \$30,380 in expenditures from the various Engineering 01-0321 Personal Services Salary and Benefits Accounts and add this same amount to the various Planning - 01-621 Personal Service Salary and Benefits Accounts. In the event that an appropriation would be needed for contract services a future budget amendment will be requested.

**COUNCIL ACTION REQUESTED**

Motion to remove a .5 authorized Secretary position and expenditure from the Engineering table of positions and 01-0321 Personal Services Salary and Benefits budget accounts as of February 13, 2023 and add it to the Planning table of positions and 01-0621 Personal Services Salary and Benefits budget accounts.

<b>APPROVAL</b>  	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>6/6/2023</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<p align="center"><b>Confirmation of the Appointment of Danielle Brown as the Director of Finance and Treasurer</b></p> <p align="center"><b>The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c) and (f) to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social, or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</b></p>	<b>ITEM NUMBER</b>  <p align="center">G.18.</p>
<p>Mayor Nelson and Staff request confirmation of Danielle Brown as the City of Franklin Director of Finance &amp; Treasurer pending the successful completion of a pre-employment drug screen and the background check. Our outside vendor conducted the background check on 6/1/23, and we should have most of the preliminary information available by the 6/6/23 Council meeting.</p> <p>Ms. Brown has her Master's Degree in Business Administration/Finance and has been the Deputy Treasurer in Waterford for approximately 5 years.</p> <p>The starting salary will be \$105,000, increasing to \$110,000 after her probationary period (in lieu of the standard January 2024 anticipated salary increase). She will be given 5 years of service credit for vacation purposes, which means she will start at the 3-week vacation accrual level. Ms. Brown will be given 40 hours of sick leave that can be used from the start of employment. She will receive 5 personal days per year (the standard is 4 personal days until after 5 years of service). Other benefits will be the standard benefits for non-represented management employees.</p> <p>Ms. Brown's resume and the job description for this position are attached for review.</p> <p align="center"><b>COUNCIL ACTION REQUESTED</b></p> <p>The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c) and (f) to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and to consider financial, social or personal histories of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> <p>Motion to confirm the appointment of Danielle Brown as the Director of Finance &amp; Treasurer for the City of Franklin pending the successful completion of a pre-employment drug screen and background check.</p>		

# Danielle L. Brown

405A N 6<sup>th</sup> Street | Waterford, WI 53185 | 262-716-4149 | Daniellelee.brown@yahoo.com

## PROFESSIONAL SUMMARY

Skilled accounting employee with 5 years of experience maintaining fiscal integrity of governmental and municipal accounting principles. Hands-on leader with cross-functional competencies in financial management. Driven and dedicated to continuous improvement in knowledge and managing effective teams.

## EDUCATION

UW-Parkside, Kenosha, WI

Masters of Business Administration, Finance Concentration | Graduate of May 2022

Bachelors of Science in Accounting | Graduate of December 2020

Gateway Technical College, Kenosha, WI

Associate's Degree in Accounting | Graduate of May 2015

Westosha Central High School, Salem, WI

General Studies | June 2009

- Involved in Math Club

## EXPERIENCE

### **Village of Waterford**

Deputy Treasurer | June 2018 – Present

- Process monthly accounts payables – insure timely, legal, payments, data entry of payments, maintain claims for auditing, generate checks, mail payments
- Balance bank statement monthly
- Process payroll claims, garnishment payments, and other staff deductions
- Assist Treasurer in closing out end of year payroll
- Collaborated with all relevant departments in annual operating budget development
- Maintain and update all audit files for annual audit
- Establish and maintain a capital improvement plan

### **Cancer Treatment Centers of America**

Clinical Scheduling Logistics Representative | February 2018–June 2018

- Demonstrate competence in the use of hospital computer systems related to scheduling patient appointments
- Accurately coordinate oncology patients' schedules
- Communicate appointment schedule with patient
- Maintain productivity at a level expected
- Adheres to scheduling templates and reports

New Patient Records Coordinator | February 2014–February 2018

- Contact health care facilities in order to collect records for all new patients'
- Input data into SCM system for nurses and doctors to view
- Have the organizational skills and time management skills to get charts to the doctors prior to any appointment
- Ensured any release of information requests were HIPAA compliant
- Make medical information accessible to physicians and nurses while preserving patients' privacy

## SKILLS

- Strategic and financial planning
- Process implementation
- Operations management
- Accounting and finance
- Forecasting and budgeting
- Accounting and reporting software
- Ability to work in a team
- Account reconciliation
- Adapt to change
- Investment Management
- Microsoft Office
- Governmental fund accounting
- Maintain policies and procedures

References Available Upon Request

**CITY OF FRANKLIN  
Job Description**

**Job Title:** Director of Finance & Treasurer  
**Department:** Finance  
**Reports to:** Director of Administration  
**Salary level:** Management/Administrative/Supervisory Level XI  
**FLSA Status:** Exempt  
**Prepared by:** Dana Zahn & Kelly Hersh  
**Prepared Date:** May 31, 2023  
**Approved By:** **Common Council**  
**Approved Date:** June 6, 2023

**Summary:**

Supervise, direct, analyze, interpret, and communicate the finance and treasury operations of the City; provide management of the finance and treasury offices; and provide information and guidance to the Mayor, Director of Administration, Finance Committee, and Common Council Members.

**Essential Duties and Responsibilities:**

Evaluate, develop, recommend, and implement fiscal and treasury policies that will result in sound fiscal and treasury management.

Analyze, interpret, and communicate financial operating results (monthly, quarterly, and through special reports) to provide information and guidance to City officials and departments and provide technical and financial support to City departments.

Prepare complex financial analyses and reports and consult City officials on financial and treasury management issues.

Responsible for establishing and maintaining sound internal control policies and procedures and ensuring proper segregation of duties to the extent possible with available manpower to see that all receipts are appropriately deposited, all disbursements are properly expended, and City assets are safeguarded to the extent possible. In addition, to ensure the proper review of bank statements is performed regularly, each month's bank statement reconciliation to cash receipts ledger must be

signed and dated by both the preparer and the Director indicating the bank reconciliations were completed, reviewed, and accepted.

Act in the lead role in debt management, bond issuance, and credit rating issues. This includes determining appropriate times to refinance existing debt to ensure the most efficient use of the City's bond capacity and borrowed monies.

Manage the investment of City funds, including but not limited to making short-term investment decisions for the City in accordance with investment policies and goals and local, state, and federal regulations, including maintaining required investment records and preparing necessary reports.

Supervise the annual property tax collection to ensure that all funds received are properly credited against taxpayers' receivable balance and deposited daily, that timely payment is made to other taxing jurisdictions, and that the final settlement is made to the County.

Supervise the subsequent collection of delinquent personal property taxes to maximize the subsequent collection of these delinquent taxes to the extent possible and the timely chargeback of any uncollected personal property taxes to the taxing jurisdictions.

Supervise the City's cash receipting system to ensure the proper receipt, deposit, and recording of all funds received.

Oversee and maintain the operation of the financial and treasury data processing systems and analyze and recommend data processing alternatives.

Provide financial management of impact fees and the Self Insurance Fund, including setting reimbursement rates from City departments, employees, and retirees to ensure the solvency of this fund.

Supervise the calculation of the tax bills to ensure that the proper amounts get billed to taxpayers.

Provide financial management of the water utility, sewer fund, and TIF Districts, including the Board of Water Commissioners and Community Development Authority, with professional guidance, assistance, and consultation.

Monitor operations under the responsibility of the Deputy Finance Director and provide direction, guidance, and input on such responsibilities, including, but not limited to, budget preparation and development, payroll operations, accounts payable, various annual financial reports, and special assessment collections.

Supervise and train assigned personnel to ensure the development of their full potential.

Ensure the statutory duties of the Treasurer are performed as required and serve as an "officer" of the City of Franklin.



Attend meetings, when required, to support financial items. This may include meeting outside of regular business hours.

Maintain and catalog permanent records as required by the State.

**Peripheral Duties:**

Perform other duties and assume additional responsibilities as apparent or as delegated.

**Minimum Qualifications:**

**Education and Experience:**

Graduation from an accredited college or university with a Bachelor's degree in accounting or finance, five (5) years of either accounting experience (municipal accounting preferred) or finance experience (a focus on treasury, banking, or investments preferred), a minimum of two years in public accounting preferred, or any equivalent combination of education and experience.

**Licensing and Certification:**

Certified Public Accountant, Certified Public Finance Officer certification, or Certified Governmental Finance Manager certification

**Necessary Knowledge, Skills, and Abilities:**

Thorough knowledge of regulations, policies, and procedures that apply to accounting and financing in municipal government.

Ability to read, analyze and interpret complex documents.

Working knowledge of data processing equipment and applications that apply to municipal government.

Ability to formulate, initiate and administer policies and procedures for effective fiscal control.

Ability to plan, delegate and supervise personnel in a manner that will gain and maintain respect.

Ability to maintain effective and respected work relationships with other appointed officials, elected officials, department heads, and the general public.

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

Ability to make independent judgments that have highly significant impacts on the organization.

**Supervision Received:**

Reports to: Director of Administration

**Supervision Exercised:**

Exercises supervision of the Deputy Finance Director and Deputy Treasurer.

**Responsibility for Public Contact:**

Daily contact requires courtesy, discretion, and sound judgment.

**Tools and Equipment Used:**

Familiar with computers and computer software including financial, tax, cash receipting, special assessment and payroll software, spreadsheet, database, presentation and word processing software, copy machine, fax machine, 10-key calculator, and telephone.

**Physical Demands:**

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

While performing the duties of this job, the employee is frequently required to sit, talk and hear. In addition, the employee is occasionally required to walk; use hands and fingers to operate, handle, or feel objects, tools, or controls; and reach with hands and arms.

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

**Work Environment:**

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

The noise level in the work environment is usually moderately quiet.

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


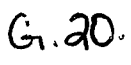
The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the employer's needs and requirements of the job change.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE June 6, 2023
REPORTS AND RECOMMENDATIONS	<p><i>Franklin Community Advocates, et al v. City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court, Case No. 20-CV-7031 and Franklin Community Advocates v. City of Franklin, Milwaukee County Circuit Court, Case No. 22-CV-523. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	ITEM NUMBER  G.19.

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *Franklin Community Advocates, et al. v. City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court, Case No. 20-CV-7031 and Franklin Community Advocates v. City of Franklin, Milwaukee County Circuit Court, Case No. 22-CV-523* litigations, 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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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> June 6, 2023
<b>REPORTS AND RECOMMENDATIONS</b>	<p>Potential commercial/industrial/manufacturing development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<b>ITEM NUMBER</b>  

Department of City Development and Engineering, Administration and Legal Services departments staff will be present at the meeting.

### COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Economic Development: JR; Legal Services Dept.: jw

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>JK</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">June 6, 2023</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">A Resolution Authorizing Certain Officials to Execute an Agreement With Ehlers and Associates, Inc. for Tax Incremental District Creation Professional Services</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G. 21 .</p>

Annexed hereto are a copy of the above Resolution and a copy of the Agreement with an Attachment therefore. Since 2019, the City has been reviewing potential new developments in the area around the intersection of South 76th Street and West Ryan Road, in part upon contacts from potential developers, including industrial and multiuse (residential and commercial) uses.

The Economic Development Department recommends obtaining the services of Ehlers and Associates, Inc. for the review and viability of the creation of a new Tax Incremental District to work with the potential new developments. The services would be to determine feasibility (Phase 1, \$6,500), and if it appears feasible, to move forward with Project Plan Development and Approval and State Submittal (Phases 2 and 3, \$8,000 and \$2,500). All three phases are included in the accompanying proposal from Ehlers.

The Economic Development Director will be present at the meeting to provide information.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement With Ehlers and Associates, Inc. for Tax Incremental District Creation Professional Services.

Economic Development: JR; Legal Services Dept. jw

RESOLUTION NO. 2023-\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH EHLERS AND ASSOCIATES, INC. FOR TAX INCREMENTAL DISTRICT CREATION PROFESSIONAL SERVICES

WHEREAS, the Common Council having considered a potential new development area in the City, including an industrial business development area, a commercial retail development area and a mixed-use development area, and the potential benefits to such new development creation by the utilization of tax incremental financing to assist in the developments; and

WHEREAS, Ehlers and Associates, Inc. is a professional financial services organization respected for its expert services with regard to tax incremental districts and Ehlers and Associates, Inc. has proposed to provide such necessary services with regard to the potential new development area considered by City staff; and

WHEREAS, the Common Council upon the recommendation of City staff having reviewed such proposed agreement for professional consulting services and having found same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement to Provide Tax Incremental Financing Services with Ehlers and Associates, Inc., in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

APPROVED:

ATTEST:

\_\_\_\_\_  
John R. Nelson, Mayor

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



**Agreement between the City of Franklin and Ehlers and Associates, Inc. for Tax  
Incremental District Creation Professional Services**

*draft 5/30/23*

This AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers and Associates, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N21W23350 Ridgeview Parkway West, Suite 100, Waukesha, Wisconsin 53188.

**W I T N E S S E T H**

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide services for the potential creation of a tax incremental financing district;

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

**I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A. CONTRACTOR shall provide services to CLIENT for the potential creation of a tax incremental financing district, as described in CONTRACTOR's proposal to CLIENT dated May 8, 2023, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

**II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$17,000.00, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$17,000.00. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

### **III. MODIFICATION AND ADDITIONAL SERVICES**

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

### **IV. ASSISTANCE AND CONTROL**

- A. City Economic Development Director John Regetz will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Todd Taves as CONTRACTOR's Project Manager, and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

**V. TERMINATION**

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

**VI. INSURANCE**

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

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate,  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability	\$1,000,000 combined single limit  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Worker's Compensation and Employers' Liability	Statutory  <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
E. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

**VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

**VIII. TIME FOR COMPLETION**

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

**IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee

County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

**X. RECORDS RETENTION**

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

**XI. MISCELLANEOUS PROVISIONS**

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

**XII. CONTROLLING TERMS AND PROVISIONS**

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

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

CITY OF FRANKLIN, WISCONSIN

Ehlers and Associates, Inc.

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT NAME John R Nelson

PRINT NAME: \_\_\_\_\_

TITLE: Mayor

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Thomas S. Bakalarski

TITLE: Interim Comptroller and Treasurer

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Karen L. Kastenson

TITLE: City Clerk

DATE: \_\_\_\_\_

Approved as to form.

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

DATE \_\_\_\_\_



May 8, 2023

John Regetz, Director, Economic Development  
 City of Franklin, Wisconsin  
 9229 W Loomis Rd  
 Franklin, WI 53132

**Re: Written Municipal Advisor Client Disclosure with the City of Franklin (“Client”) for 2023  
 Creation of Tax Incremental District No. 9 (“Project” Pursuant to MSRB Rule G-42)**

Dear John

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Todd Taves  
 Senior Municipal Advisor/Managing Director

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<sup>1</sup> This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c)

## Appendix A

### DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

#### **Actual/Potential Material Conflicts of Interest**

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

#### **Other Engagements or Relationships Impairing Ability to Provide Advice**

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

#### **Affiliated Entities**

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

#### **Solicitors/Payments Made to Obtain/Retain Client Business**

Ehlers does not use solicitors to secure municipal engagements, nor does it make direct or indirect payments to obtain or retain Client business.

#### **Payments from Third Parties**

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

#### **Payments/Fee-splitting Arrangements**

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

#### **Municipal Advisor Registration**

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).



### **Material Legal or Disciplinary Events**

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

### **Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction**

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

### **MSRB Contact Information**

The website address of the MSRB is [www.msrb.org](http://www.msrb.org). Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

# Appendix B

## Scope of Service

Client has requested that Ehlers & Associates assist Client with Tax Incremental District No. 9 (“Project”). Ehlers & Associates proposes and agrees to provide the following scope of services:

### Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers & Associates will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable.
  - Equalized Value test.
  - Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation).
  - Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
  - Identification of the type or types of districts that may be created.
  - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
  - A summary of the development assumptions used with respect to timing of construction and projected values.
  - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
  - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
  - If debt financing is anticipated, a summary of the sizing, structure, and timing of proposed debt issues.

- A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
  - A draft timetable for the Project.
  - Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
  - When warranted, evaluate, and compare options with respect to boundaries, type of district, project costs and development levels.
  - Ehlers & Associates will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission, or governing body.

## **Phase II – Project Plan Development and Approval**

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission<sup>1</sup>, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed and ends after the Joint Review Board acts on the Project. As part of Phase II services, Ehlers & Associates will

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the table beginning on the following page. Ehlers & Associates will ensure that selected dates meet all statutory timing requirements and will provide documentation and notices as indicated.

<sup>1</sup>If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district

Meeting	Ehlers & Associates Responsibility	Client Responsibility
Initial Joint Review Board	<p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p> <p>Designate Client Joint Review Board representative.</p> <p>Identify and recommend Public Joint Review Board representative for appointment.</p>
Plan Commission Public Hearing	<p>Prepare Notice of Public Hearing and transmit to Client's designated paper.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p>
Plan Commission Public Hearing	<p>For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters.</p> <p>Attend hearing to present draft Project Plan</p>	<p>Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation).</p> <p>Prepare meeting minutes</p>
Plan Commission	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for Plan Commission consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law</p> <p>Distribute Project Plan &amp; resolution to Plan Commission members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Governing Body Action	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for governing body consideration</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Provide Project Plan &amp; resolution to governing body members in advance of meeting.</p> <p>Prepare meeting minutes</p>

Joint Review Board Action	<p>Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions.</p> <p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present final Project Plan.</p> <p>Provide approval resolution for Joint Review Board consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p>
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- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

**Phase III – State Submittal**

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers & Associates will:

- Coordinate with Client's assessor and other staff as necessary to obtain parcel valuations, parcel data and other information needed for preparation of the State forms that must be filed as part of the base year or amendment packet.
- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

**Compensation - Flat Fee Portion of Engagement**

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers & Associates as follows:

Phase I	\$ 6,500
Phase II	\$ 8,000
Phase III	\$ 2,500
<b>Total</b>	<b>\$ 17,000</b>

- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

**Compensation - Hourly Services Portion of Engagement**

Ehlers & Associates will bill Client on an hourly basis for services requested by Client in conjunction with the engagement that are not specifically identified in the Scope of Service set forth in this letter. Examples would include:

- Attendance at additional meetings beyond the four required for approval or amendment of the District (Organizational Joint Review Board, Plan Commission (or CDA), Governing Body and Final Joint Review Board).
- Review of development agreements related to the District's Project Plan and participation in negotiations with developers.

Hourly services will be billed at a rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$350.00/hour.

**Payment for Services**

For all compensation due to Ehlers & Associates, we will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

**Client Responsibility**

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors, and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.

- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is.

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition or Subtraction	\$1,000
Amendment Packet with Territory Addition and Subtraction	\$2,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

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APPROVAL <i>A</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 6, 2023
Reports & recommendations	<p><b>Wholesale Public Water Supply to Franklin 2024.</b>  <b>The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1 )(e) to deliberate upon information, terms and provisions of the potential provision of public water supply to the City of Franklin as related to the City, the Franklin Municipal Water Utility and its customers in 2024 and beyond; and the potential negotiation of terms in relation thereto, including, but not limited to potential amendments to the Agreement for Oak Creek to Provide Water at Wholesale to Franklin, potential agreement terms with alternate public water supply sources, including, but not limited to the City of Milwaukee and Milwaukee Water Works, and the investing of public funds and governmental actions in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</b></p>	<p><b>ITEM NO.</b> All Districts</p> <p><i>G. 22.</i></p>

**COUNCIL ACTION REQUESTED**

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1 )(e) to deliberate upon information, terms and provisions of the potential provision of public water supply to the City of Franklin as related to the City, the Franklin Municipal Water Utility and its customers in 2024 and beyond; and the potential negotiation of terms in relation thereto, including, but not limited to potential amendments to the Agreement for Oak Creek to Provide Water at Wholesale to Franklin, potential agreement terms with alternate public water supply sources, including, but not limited to the City of Milwaukee and Milwaukee Water Works, and the investing of public funds and governmental actions in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Engineering: GEM

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">✱</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">6/6/2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Notice of Claim and Circumstances and Notice of Injury from Alan H. Marcuvitz of Von Briesen &amp; Roper, S.C., Attorney for Claimant Polish Heritage Alliance, Inc., alleging property damage from a broken water lateral pipe. The Common Council may enter closed session pursuant to § 19.85(1)(e) and (g), Stats., to consider a Notice of Claim and Circumstances and Notice of Injury from Alan H. Marcuvitz of Von Briesen &amp; Roper, S.C., Attorney for Claimant Polish Heritage Alliance, Inc., alleging property damage from a broken water lateral pipe on or about October 7, 2022, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G. 23.</p>

**COUNCIL ACTION REQUESTED**

The Common Council may enter closed session pursuant to § 19.85(1)(e) and (g), Stats., to consider a Notice of Claim and Circumstances and Notice of Injury from Alan H. Marcuvitz of Von Briesen & Roper, S.C., Attorney for Claimant Polish Heritage Alliance, Inc., alleging property damage from a broken water lateral pipe on or about October 7, 2022, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

# Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr  
PO Box 5555  
Madison, WI 53705-0555  
877-204-9712

May 30, 2023

von Briesen & Roper, s.c  
Attn. Mr. Alan Marcuvitz, Esq  
310 Pinnacle Way, Ste. 201  
Eau Claire, WI 54701

Our insured     City of Franklin  
Your Client.    Polish Heritage Alliance, Inc.  
Claim No.       WM000402260297  
Date/Loss:      10/07/2022

Dear Mr. Marcuvitz


Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Franklin; and we are in receipt of damage claim from your client, Polish Heritage Alliance, Inc. regarding property damage from a broken water lateral pipe.

We have completed our investigation, and we recommend that the City of Franklin disallow your client's claim. The water lateral servicing your client's building developed a leak and needed repair; once more, the unfortunate water leak led to significant damage to your client's driveway and parking lot. The City is not liable for damaging your client's water lateral via their operations, rather, the cause of loss appears to stem from parking lot work initiated by your client. I understand there is an issue regarding if a Water Main Easement was ever recorded; however, we find the point moot as the leak to the water lateral pipe was not caused by any work the City was doing to "construct and/or maintain" the water main, or lateral in question. Finally, there is no evidence that City staff failed to adhere to any ministerial duties regarding maintenance of the water main, or lateral; and absent any ministerial duty, WI statute 893.80 provides the City discretionary immunity regarding the design, development and maintenance of the water main in question. Therefore, Statewide Services, Inc. will be unable to pay for your client's damages, and we recommend that the City of Franklin disallows your client's claim.

I am sorry that we cannot of assistance to you, and please contact me with any questions

Sincerely,


  
Douglass A. Detlie  
Casualty Claims Specialist  
Statewide Services, Inc  
PO Box 5555  
Madison, WI 53705-0555  
Office: 608-828-5503  
E-mail: ddetlie@statewidesvcs.com  
Cc. City of Franklin

<p style="text-align: center;"><b>APPROVAL</b></p> 	<p style="text-align: center;"><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>6/6/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>Successor Agreement to the 1/1/2019 – 12/31/2021 Collective Bargaining Agreement with the City of Franklin Local No. 280 of the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association. The Common Council may enter closed session pursuant to Wis. Stat. §§ 19.85(l)(c) and 19.85(l)(e), to discuss police collective bargaining negotiation strategy and possible settlement options, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.24.</i></p>

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. §§ 19.85(l)(c) and 19.85(l)(e), to discuss police collective bargaining negotiation strategy and possible settlement options, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>06/06/23</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER</b> <b>H.</b>

See attached minutes from the License Committee Meeting of May 16, 2023, Special License Committee Meeting of May 30, 2023 & Miscellaneous Licenses and Permits for June 6, 2023.

**COUNCIL ACTION REQUESTED**

As recommended by the License Committee for the meeting of June 6, 2023.

CITY CLERK'S OFFICE



414-425-7500

**License Committee  
 Agenda\***  
**Franklin City Hall Hearing Room**  
**9229 W. Loomis Rd**  
**Franklin, WI**  
**June 6, 2023 – 4:15 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>
<b>2.</b>	<b>Citizen Comment</b>	
<b>3.</b>	<b>Acceptance of Approved Minutes for License Committee Meeting of May 16, 2023.</b>	
<b>4.</b>	<b>Approval of Minutes for Special License Committee Meeting of May 30, 2023.</b>	
<b>5.</b>	<b>License Applications Reviewed</b>	<b>Recommendations</b>

<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
Operator 2023-2024 New 4:20 p.m.	<b>Nicole Stankowski</b> Bowery Bar & Grill			
Class B Combination Entertainment & Amusement 2023-2024 4:25 p.m.	DBA Iron Mike's <b>Jax on 27<sup>th</sup> LLC</b> William Rushman, Agent 6357 S 27 <sup>th</sup> St			
Fireworks Display Approval	<b>Civic Celebration Committee – Independence Day Celebration Fireworks Display</b> Person in Charge: John Bergner Location: 9229 W Loomis Rd Date of Event: 7/1/2023			
Operator 2022-2023 New	<b>Connie Young</b> Croatian Park – Scottish Highland Games			
Operator 2023-2024 New	<b>David Fifarek</b> The Rock Sports Complex			
Operator 2023-2024 New	<b>Nicholas Itsines</b> Honey Butter Cafe			
Operator 2023-2024 New	<b>Mitcheal Lenski</b> Iron Mike's			
Operator 2023-2024 New	<b>Kenneth Lux</b> Milwaukee Burger Company			
Operator 2023-2024 New	<b>John Rinelli</b> The Rock Sports Complex			



Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	<b>Jada Cesar</b> Walgreens #05459			
Operator 2023-2024 Renewal	<b>Jada Cesar</b> Walgreens #05459			
Operator 2022-2023 New	<b>Clayton Declore</b> Chili's Grill & Bar			
Operator 2023-2024 Renewal	<b>Clayton Declore</b> Chili's Grill & Bar			
Operator 2022-2023 New	<b>Roberta Fenning</b> Rawson Pub			
Operator 2023-2024 Renewal	<b>Roberta Fenning</b> Rawson Pub			
Operator 2022-2023 New	<b>Joseph Handlos</b> Kwik Trip #287			
Operator 2023-2024 Renewal	<b>Joseph Handlos</b> Kwik Trip #287			
Operator 2022-2023 New	<b>Elizabeth Lipinski</b> Walgreens #05884			
Operator 2023-2024 Renewal	<b>Elizabeth Lipinski</b> Walgreens #05884			
Operator 2022-2023 New	<b>Nicole Olender</b> Michaelangelo's Pizza			
Operator 2023-2024 Renewal	<b>Nicole Olender</b> Michaelangelo's Pizza			

Type/ Time	Applicant Information	Approve	Hold	De. .
Operator 2022-2023 New	<b>Vanessa Peterson</b> The Rock Sports Complex			
Operator 2023-2024 Renewal	<b>Vanessa Peterson</b> The Rock Sports Complex			
Operator 2022-2023 New	<b>Mato Veber</b> Croatian Park			
Operator 2023-2024 Renewal	<b>Mato Veber</b> Croatian Park			
Operator 2022-2023 New	<b>Antonious Wilder</b> Chili's Grill & Bar			
Operator 2023-2024 Renewal	<b>Antonious Wilder</b> Chili's Grill & Bar			
Operator 2023-2024 Renewal	<b>Tanya Bielinski</b> Swiss Street Pub & Grill			
Operator 2023-2024 Renewal	<b>John Bergner</b> Civic Celebration			
Operator 2023-2024 Renewal	<b>Luke Capstran</b> Walgreens #05884			
Operator 2023-2024 Renewal	<b>Kaitlyn Connolly</b> Hampton Inn & Suites			
Operator 2023-2024 Renewal	<b>Reyna Contreras</b> Iron Mike's			
Operator 2023-2024 Renewal	<b>Nicole Cruz</b> Mulligan's Irish Pub & Grill			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>Alyssa Dama</b> Iron Mike's			
Operator 2023-2024 Renewal	<b>Kristy Delaney</b> Country Lanes Bowling Center			
Operator 2023-2024 Renewal	<b>Melody Eberhardt</b> Romey's Place			
Operator 2023-2024 Renewal	<b>Eric Gagliano</b> Bowery Bar & Grill			
Operator 2023-2024 Renewal	<b>Nicole Gaus</b> Bowery Bar & Grill			
Operator 2023-2024 Renewal	<b>Madeline Gernhauser</b> Milwaukee Burger Company			
Operator 2023-2024 Renewal	<b>Halina Grochowski</b> No Location			
Operator 2023-2024 Renewal	<b>Stevie Grzybowski</b> Staybridge Suites			
Operator 2023-2024 Renewal	<b>Patti Hartung</b> Walgreens #05459			
Operator 2023-2024 Renewal	<b>Justin Kagerbauer</b> Croatian Park			
Operator 2023-2024 Renewal	<b>Lori Kochan</b> Swiss Street Pub & Grill			
Operator 2023-2024 Renewal	<b>Mikala Lindl</b> Milwaukee Burger Company			

Type/ Time	Applicant Information	Approve	Hold	De...
Operator 2023-2024 Renewal	<b>Marcia Lonzaga</b> Walgreens #05884			
Operator 2023-2024 Renewal	<b>Grace Mantyh</b> Pick'n Save #6431			
Operator 2023-2024 Renewal	<b>Jennifer Martinez</b> Swiss Street Pub & Grill			
Operator 2023-2024 Renewal	<b>Julia Martinez</b> The Landmark			
Operator 2023-2024 Renewal	<b>Anthony Megna</b> Civic Celebration			
Operator 2023-2024 Renewal	<b>Lee Ann Meier</b> Country Lanes Bowling Center			
Operator 2023-2024 Renewal	<b>Kristen Menzel</b> Rawson Pub			
Operator 2023-2024 Renewal	<b>Camille Nicolai</b> Hampton Inn & Suites			
Operator 2023-2024 Renewal	<b>Julie Palivoda</b> Kwik Trip #857			
Operator 2023-2024 Renewal	<b>Eric Ramos</b> Marcus Showtime Cinema			
Operator 2023-2024 Renewal	<b>Richard Rehberg</b> The Landmark			
Operator 2023-2024 Renewal	<b>Debra Reichart</b> Rawson Pub			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>Jean Risacher</b> Hampton Inn & Suites			
Operator 2023-2024 Renewal	<b>Michelle Rocha</b> Marcus Showtime Cinema			
Operator 2023-2024 Renewal	<b>Mark Rozenberg</b> Bowery Bar & Grill			
Operator 2023-2024 Renewal	<b>Christine Rozewicz</b> Rawson Pub			
Operator 2023-2024 Renewal	<b>Joseph Schauer</b> Croatian Park			
Operator 2023-2024 Renewal	<b>Daniel Stadler</b> Polonia Sport Club			
Operator 2023-2024 Renewal	<b>Linda Steeves</b> Walgreens #05459			
Operator 2023-2024 Renewal	<b>Mark Steffes</b> Kwik Trip #287			
Operator 2023-2024 Renewal	<b>Alexis Steltz</b> Romey's Place			
Operator 2023-2024 Renewal	<b>James Talaska</b> Country Lanes Bowling Center			
Operator 2023-2024 Renewal	<b>Jennifer Teske</b> Irish Cottage			
Operator 2023-2024 Renewal	<b>Ann Thaler</b> Irish Cottage			

Type/ Time	Applicant Information	Approve	Hold	Dev.
Operator 2023-2024 Renewal	<b>Tiffany Torres</b> Romey's Place			
Operator 2023-2024 Renewal	<b>Hanna Wallace</b> The Rock Sports Complex			
Operator 2023-2024 Renewal	<b>Melissa Waulters</b> Wegner's St Martins Inn			
Operator 2023-2024 Renewal	<b>Maren Wendt</b> Honey Butter Cafe			
Operator 2023-2024 Renewal	<b>Matthew Wisniewski</b> Country Lanes Bowling Center			
Operator 2023-2024 Renewal	<b>Alyssa Zacher</b> Bowery Bar & Grill			
Operator 2023-2024 Renewal	<b>Eric Zoromskis</b> Swiss Street Pub & Grill			
Day Care 2023-2024	DBA KinderCare <b>KinderCare Education LLC</b> 6350 S 108 <sup>th</sup> St Theresa Castronovo			
Temporary Class "B" Beer And Temporary Entertainment & Amusement	<b>VFW Post 10394:</b> <b>St. Martin's Labor Day Fair</b> Person in Charge: Andrew Hushek Location: St. Martins Rd. & Church St. Dates of Event: 9/3/2023 through 9/4/2023			
<b>6.</b>	<b>Adjournment</b>	Time:		

\*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel Badke v Greendale Village Board, even though the Common Council will not take formal action at this meeting.



414-425-7500

**License Committee**  
**Agenda Minutes\***  
**Franklin City Hall Health Wing**  
**9229 W. Loomis Rd**  
**Franklin, WI**  
**May 16, 2023 – 4:00 p.m.**

1.	Call to Order & Roll Call – Alderwoman Eichmann, Alderwoman Day & Alderman Craig Present	Time: 4:01 p.m.
2.	Citizen Comment	
3.	Approval of Minutes for Special License Committee Meeting of May 1, 2023 – Alderwoman Day moved & Alderwoman Eichmann seconded. All voted Aye; motion carried.	
4.	Approval of Minutes for Regular License Committee Meeting of May 2, 2023 – Alderwoman Day moved & Alderwoman Eichmann seconded. All voted Aye; motion carried.	
5.	<b>License Applications Reviewed</b>	<b>Recommendations</b>

Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 4:05 p.m.	<b>Race Day Events – Elf Run/Winter Run series</b> Person in Charge: Max Noll Location: Whitnall Park to South of West College Ave Date: 11/19/2023	✓		
Extraordinary Entertainment & Special Event 4:10 p.m.	<b>Rock Sports Complex – The Hill Has Eyes</b> Person in Charge: Paul Cimoch Location: 7005 S. Ballpark Dr. Dates of Event: Fridays & Saturdays: 9/29 through 10/28/2023	✓		
Operator 2023-2024 New	<b>Melissa Soares</b> Iron Mike's			✓
Operator 2023-2024 New	<b>Kallie Berg</b> Polish Center of Wisconsin	✓		
Operator 2023-2024 New	<b>Ashley Dyer</b> Kwik Trip#287	Incorrect name was on folder. Will be processed with correct name at next License Committee Meeting.		
Operator 2023-2024 Renewal	<b>Sandra Albert</b> Hideaway Pub & Eatery	✓		
Operator 2023-2024 Renewal	<b>Thomas Balistreri</b> Polish Center of Wisconsin	✓		
Operator 2023-2024 Renewal	<b>Sarah Berg</b> Polish Center of Wisconsin	✓		

Type/ Time	Applicant Information	Approve	Hold	Decline
Operator 2023-2024 Renewal	<b>Joseph Cauley</b> Rawson Pub	√		
Operator 2023-2024 Renewal	<b>Eric Cottman</b> Walgreens #05459	√		
Operator 2023-2024 Renewal	<b>Samuel Danowski</b> Kwik Trip#287	√		
Operator 2023-2024 Renewal	<b>John Fenelon</b> Kwik Trip#287	√		
Operator 2023-2024 Renewal	<b>Jody Haase</b> 7-Eleven	√		
Operator 2023-2024 Renewal	<b>Lisa Hansen</b> 7-Eleven	√		
Operator 2023-2024 Renewal	<b>Sierra Helgeland</b> Walgreens #05884	√		
Operator 2023-2024 Renewal	<b>Jessica Hendren</b> Romey's Place	√		
Operator 2023-2024 Renewal	<b>Kimberly Hill</b> Country Lanes Bowling Center	√		
Operator 2023-2024 Renewal	<b>Andrew Hushek</b> Polish Center of Wisconsin	√		
Operator 2023-2024 Renewal	<b>Marie Idzikowski</b> Polish Center of Wisconsin	√		
Operator 2023-2024 Renewal	<b>Amber Ishaque</b> Hideaway Pub & Eatery	√		



Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>John Janiszewski</b> Polish Center of Wisconsin	√		
Operator 2023-2024 Renewal	<b>Adam Jubeck</b> Bowery Bar & Grill	√		
Operator 2023-2024 Renewal	<b>Nathaniel Kaluzny</b> Walgreens #05459	√		
Operator 2023-2024 Renewal	<b>Kim Kuklinski</b> Kwik Trip #287	√		
Operator 2023-2024 Renewal	<b>Abi Masloroff</b> Walgreens #15020	√		
Operator 2023-2024 Renewal	<b>Justin Monnie</b> Pick'n Save #6431	√		
Operator 2023-2024 Renewal	<b>Sarah Nickolaus</b> Walgreens #05884	√		
Operator 2023-2024 Renewal	<b>Martha Norman</b> Polish Center of Wisconsin	√		
Operator 2023-2024 Renewal	<b>Michael Norman</b> Polish Center of Wisconsin	√		
Operator 2023-2024 Renewal	<b>Amy Ottaviani</b> Irish Cottage	√ Upon Correction of Application		
Operator 2023-2024 Renewal	<b>Kelly Ottoson</b> Irish Cottage	√		
Operator 2023-2024 Renewal	<b>Victoria Pitts</b> Michaelangelo's Pizza	√		

Type/ Time	Applicant Information	Approve	Hold	De. .
Operator 2023-2024 Renewal	<b>Laura Rogers</b> Kwik Trip #287	√		
Operator 2023-2024 Renewal	<b>Bobette Sakiewicz</b> Walgreens #05884	√		
Operator 2023-2024 Renewal	<b>Alexander Sawyer-Young</b> CVS Pharmacy #5390	√ Upon Correction of Application		
Operator 2023-2024 Renewal	<b>Nicole Stankowski</b>  Bowery Bar & Grill		√ Refer to City Attorney	
Operator 2023-2024 Renewal	<b>Katiana Valle</b> Walgreens #05459	√		
Operator 2023-2024 Renewal	<b>Denise Widenski</b> Kwik Trip #287	√		
Operator 2023-2024 Renewal	<b>Remy Ziolkowski</b> The Rock Sports Complex	√		
Day Care 2023-2024	DBA Ingenious, Inc. <b>Ingenious, Inc.</b> Banmeet Dadwal 7260 S 76 <sup>th</sup> St	√		
Day Care 2023-2024	DBA Kids Connection of Rawson <b>Cadence Education, LLC</b> Katelyn Rekowski 3130 W Rawson Ave	√		
Class A Combination 2023-2024	DBA 7-Eleven <b>Dairyland Retail Group LLC</b> Elizabeth Evans, Agent 7610 W Rawson Ave	√		
Class A Combination 2023-2024	DBA Andy's On Ryan Rd <b>Ryan Fuel LLC</b> Kavita Khullar, Agent 5120 W Ryan Rd	√		
Class A Combination 2023-2024	DBA CVS Pharmacy #5390 <b>Wisconsin CVS Pharmacy LLC</b> Nicole Baker, Agent 5220 W Rawson Ave	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Class A Combination 2023-2024	DBA Discount Cigarettes & Liquor <b>Andyone Inc</b> Sunny Patel, Agent 6507A S 27th St	√		
Class A Combination 2023-2024	DBA Franklin Liquor Store <b>New Liquor &amp; Food Inc</b> Gurjeet Singh, Agent 8305 S 27th St	√		
Class A Combination 2023-2024	DBA Kwik Trip #287 <b>Kwik Trip Inc</b> Jill Le Claire, Agent 5040 W Rawson Ave	√		
Class A Combination 2023-2024	DBA Kwik Trip #857 <b>Kwik Trip Inc</b> Michael Roberts, Agent 10750 W Speedway Dr	√		
Class A Combination 2023-2024	DBA Mann Liquor & Indian Grocery <b>Nerankar LLC</b> Vinder Kumar, Agent 7158 S 76th St	√		
Class A Combination 2023-2024	DBA Midtown Gas & Liquor <b>Jujhar LLC</b> Hardip Bhatti, Agent 11123 W Forest Home Ave	√		
Class A Combination 2023-2024	DBA Pick 'n Save #6360 <b>Ultra Mart Foods LLC</b> Ricky Kloth, Agent 7201 S 76th St	√		
Class A Combination 2023-2024	DBA Pick 'n Save #6431 <b>Mega Marts LLC</b> Mark Waraksa, Agent 7780 S Lovers Lane Rd	√		
Class A Combination 2023-2024	DBA Sam's Club #8167 <b>Sam's East Inc</b> Tiffany Jones, Agent 6705 S 27th St	√		
Class A Combination 2023-2024	DBA Sendik's Food Market <b>Sendik's Franklin LLC</b> Theodore Balistreri, Agent 5200 W Rawson Ave	√		
Class A Combination 2023-2024	DBA Target Store T-2388 <b>Target Corporation</b> Jairo Barron, Agent 7800 S Lovers Lane Rd	√ Upon Correction of Application		
Class A Combination 2023-2024	DBA Walgreens #05459 <b>Walgreen Co</b> Austin Korth, Agent 9909 W Loomis Rd	√		

Type/ Time	Applicant Information	Approve	Hold	D
Class A Combination 2023-2024	DBA Walgreens #05884 <b>Walgreen Co</b> Brian Hilber, Agent 9527 S 27th St	✓		
Class A Combination 2023-2024	DBA Walgreens #15020 <b>Walgreen Co</b> Elaine Blumreiter, Agent 7130 S 76th St	✓		
Class A Combination 2023-2024	DBA Walmart #1551 <b>Wal-Mart Stores East LP</b> Heather Burns, Agent 6701 S 27th St	✓		
	<b>Alderman Craig moved and Alderwoman Eichmann seconded to adjourn this meeting at 6:06 p.m. Motion Carried</b>			
	<b>The following operator licenses were adjourned to the 05/30/2023 Special License Committee Meeting</b>			
Class B Beer 2023-2024	DBA Crossroads II Pizza & Subs <b>M Squared Inc</b> Michael Falk, Agent 11357 W St Martins Rd			
Class B Beer 2023-2024	DBA Marcus Showtime Cinema <b>Marcus Cinemas of Wisconsin LLC</b> David Metz, Agent 8910 S 102 St			
Class B Beer Class C Wine 2023-2024	DBA India Palace <b>Dhiman LLC</b> Deepak Dhiman, Agent 7107 S 76th St			
Class B Beer Class C Wine 2023-2024	DBA Lovers Lane Sushi & Seafood Buffet <b>Lover Lane Buffet Inc</b> Jiangduan Jiang, Agent 6514 S Lovers Lane Rd			
Class B Beer Class C Wine 2023-2024	DBA Sweet Basil <b>Sweet Basil MKE LLC</b> Kenneth Sithy, Agent 6509 S 27th St			
Class B Combination 2023-2024	DBA The Bowery Bar & Grill <b>The Bowery LLC</b> Roger Hein, Agent 3023 W Ryan Rd			
Class B Combination 2023-2024	DBA Casa Di Giorgio <b>RLGIDI, Inc</b> Rex Idrizi, Agent 3137 W Rawson Ave			

Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination 2023-2024	DBA Chili's Bar & Grill <b>Brinker Restaurant Corporation</b> Alexandra Mather, Agent 6439 S 27 <sup>th</sup> St			
Class B Combination, Entertainment & Amusement, Bowling 2023-2024	DBA Country Lanes Bowling Center <b>Country Lanes Bowling LLC</b> Kevin Meier, Agent 11231 W Forest Home Ave			
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Croatian Park <b>Federation of Croatian Societies Inc</b> Josip Veber, Agent 9100 S 76 <sup>th</sup> St			
Class B Combination 2023-2024	DBA Green Tea Garden <b>M&amp;W Lueng LLC</b> May Lueng, Agent 7236 S 76 <sup>th</sup> St			
Reserve Class B Combination 2023-2024	DBA Hampton Inn & Suites Milwaukee/Franklin <b>FF&amp;E LLC</b> Jefferson Calimlim, Agent 6901 S 76 <sup>th</sup> St			
Class B Combination 2023-2024	DBA The Hideaway Pub & Eatery <b>Franklin Food &amp; Beverage LLC</b> Frank Orcholski, Agent 9643 S 76 <sup>th</sup> St			
Class B Combination 2023-2024	DBA Honey Butter Café <b>Pantheon of Wisconsin, Inc</b> Debbie Koutromanus, Agent 7221 S 76 <sup>th</sup> St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Irish Cottage <b>Irish Cottage of Franklin LLC</b> Jenny Jennings, Agent 11433 W Ryan Rd			
Class B Combination Entertainment & Amusement 2023-2024	DBA Iron Mike's <b>Jax on 27<sup>th</sup> LLC</b> William Rushman, Agent 6357 S 27 <sup>th</sup> St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Landmark <b>The Landmark of Franklin LLC</b> Lorie Beth Knaack-Helm, Agent 11401 W Swiss St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Little Cancun Restaurant <b>Little Cancun LLC</b> Veronica Cervera, Agent 7273A S 27 <sup>th</sup> St			
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Luxe/Dog Haus/The Bricks <b>BPC Golf Entertainment LLC</b> Thomas Johns, Agent 7065 S Ballpark Dr			

Type/ Time	Applicant Information	Approve	Hold	D
Class B Combination 2023-2024	DBA Michaelangelo's Pizza <b>Robley Tech, Inc</b> Dennis Rau, Agent 8330 W Puetz Rd			
Reserve Class B Combination 2023-2024	DBA Milwaukee Burger Co. <b>Hudson Burger, LLC</b> Jessica Cullen, Agent 6421 S 27 <sup>th</sup> St			
Class B Combination 2023-2024	DBA Mimosa <b>Enthusiast Approved LLC</b> Apostolos Evreniadis, Agent 9405 S 27 <sup>th</sup> St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Mulligan's Irish Pub & Grill <b>B S T LLC</b> Brian Francis, Agent 8933 S 27 <sup>th</sup> St			
Class B Combination Entertainment & Amusement 2023-2024	DBA On The Border <b>H, B &amp; H, LLC</b> Gerald Hay, Agent 10741 S 27 <sup>th</sup> St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Point After Pub & Grille <b>Point After, LLC</b> Darryl Malek, Agent 7101 S 76 <sup>th</sup> St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Polish Center of Wisconsin <b>Polish Heritage Alliance Inc</b> Jeffrey Kuderski, Agent 6941 S 68 <sup>th</sup> St			
Class B Combination Entertainment & Amusement 2023-2024	DBA Polonia Sport Club <b>Polonia Sport Club Inc</b> Irene Hawkinson, Agent 10200 W Loomis Rd			
Class B Combination Entertainment & Amusement 2023-2024	DBA Rawson Pub <b>Rawson Pub, Inc</b> Steven Schweitzer, Agent 5621 W Rawson Ave			
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Rock Snow Park <b>Rock Snow Park, LLC</b> Michael Schmitz, Agent 7011 S Ballpark Dr			
Class B Combination, Entertainment & Amusement, Drive-In Movie Theater 2023-2024	DBA Rock Sports Complex <b>The Rock Sports Complex, LLC</b> Thomas Johns, Agent 7005 S Ballpark Drive			
Class B Combination 2023-2024	DBA Romey's Place <b>Romey's Place LLC</b> Nathan Fabry, Agent 7508 S North Cape Rd			

Type/ Time	Applicant Information	Approve	Hold	Deny
<b>Class B Combination, Entertainment &amp; Amusement, Bowling 2023-2024</b>	DBA Root River Center <b>Root Group LLC</b> David Church, Agent 7220 W Rawson Ave			
<b>Reserve Class B Combination, Entertainment &amp; Amusement 2023-2024</b>	DBA Staybridge Suites Milwaukee Airport South <b>Dadaswami Hospitality LLC</b> Vicki Jesson, Agent 9575 S 27 <sup>th</sup> St			
<b>Class B Combination Entertainment &amp; Amusement 2023-2024</b>	DBA Swiss Street Pub & Grill <b>R&amp;C PUB &amp; GRUB LLC</b> Chrystal Rausch, Agent 11430 W Swiss Street			
<b>Class B Combination 2023-2024</b>	DBA Toscana Restaurant <b>Kriton &amp; Ermira LLC</b> Ermira Lazaj, Agent 8405 S 27 St			
<b>Class B Combination, Country Club, Entertainment &amp; Amusement 2023-2024</b>	DBA Tuckaway Country Club <b>Tuckaway Country Club</b> Joel Voisin, Agent 6901 W Drexel Ave			
<b>Class B Combination 2023-2024</b>	DBA Wegner's St Martins Inn <b>St Martins Inn, LLC</b> Dennis Wegner, Agent 11318 W St Martins Rd			
<b>6.</b>	<b>Adjournment</b>	Time:		

\*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.



414-425-7500

**Special License Committee**

**Agenda\***

**Franklin City Hall Hearing Room**

**9229 W. Loomis Rd**

**Franklin, WI**

**May 30, 2023 – 5:30 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b> -	<b>Time:</b> 5:36
<b>2.</b>	<b>Citizen Comment</b>	
<b>3.</b>	<b>License Applications Reviewed</b>	<b>Recommendations</b>

Type/ Time	Applicant Information	Approve	Hold	Deny
Amusement Device Operator 2023-2024	<b>Games Are Us Inc</b> W144 S6515 College Ct Muskego, WI 53150 Steven Murphy	✓		
Day Care 2023-2024	DBA The Learning Experience <b>Sundance Kids of Franklin LLC</b> 9651 W Drexel Ave Laura Bitzer	✓		
Entertainment & Amusement 2023-2024	DBA Milwaukee Sports Complex <b>Milwaukee County Parks</b> 6000 W Ryan Rd Richard Becker	✓		
Class B Beer 2023-2024	DBA Crossroads II Pizza & Subs <b>M Squared Inc</b> Michael Falk, Agent 11357 W St Martins Rd	✓		
Class B Beer 2023-2024	DBA Marcus Showtime Cinema <b>Marcus Cinemas of Wisconsin LLC</b> David Metz, Agent 8910 S 102 St	✓		
Class B Beer Class C Wine 2023-2024	DBA India Palace <b>Dhiman LLC</b> Deepak Dhiman, Agent 7107 S 76th St	✓		
Class B Beer Class C Wine 2023-2024	DBA Lovers Lane Sushi & Seafood Buffet <b>Lover Lane Buffet Inc</b> Jiangduan Jiang, Agent 6514 S Lovers Lane Rd	✓		
Class B Beer Class C Wine 2023-2024	DBA Sweet Basil <b>Sweet Basil MKE LLC</b> Kenneth Sithy, Agent 6509 S 27th St	✓		
Class B Combination 2023-2024	DBA The Bowery Bar & Grill <b>The Bowery LLC</b> Roger Hein, Agent 3023 W Ryan Rd	✓		



Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination 2023-2024	DBA Casa Di Giorgio <b>RLGIDI, Inc</b> Rex Idrizi, Agent 3137 W Rawson Ave <i>- Need payment - Fire Insp</i>	✓		
Class B Combination 2023-2024	DBA Chili's Bar & Grill <b>Brinker Restaurant Corporation</b> <del>Alexandra Mather</del> , Agent - Nicholas Fischer 6439 S 27 <sup>th</sup> St	✓		
Class B Combination, Entertainment & Amusement, Bowling 2023-2024	DBA Country Lanes Bowling Center <b>Country Lanes Bowling LLC</b> Kevin Meier, Agent 11231 W Forest Home Ave	✓		
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Croatian Park <b>Federation of Croatian Societies Inc</b> Josip Veber, Agent 9100 S 76 <sup>th</sup> St	✓		
Class B Combination 2023-2024	DBA Green Tea Garden <b>M&amp;W Lueng LLC</b> May Lueng, Agent 7236 S 76 <sup>th</sup> St	✓		
Reserve Class B Combination 2023-2024	DBA Hampton Inn & Suites Milwaukee/Franklin <b>FF&amp;E LLC</b> Jefferson Calimlim, Agent 6901 S 76 <sup>th</sup> St	✓		
Class B Combination 2023-2024	DBA The Hideaway Pub & Eatery <b>Franklin Food &amp; Beverage LLC</b> Frank Orcholski, Agent 9643 S 76 <sup>th</sup> St	✓		
Class B Combination 2023-2024	DBA Honey Butter Café <b>Pantheon of Wisconsin, Inc</b> Debbie Koutromanus, Agent 7221 S 76 <sup>th</sup> St	✓		
Class B Combination Entertainment & Amusement 2023-2024	DBA Irish Cottage <b>Irish Cottage of Franklin LLC</b> Jenny Jennings, Agent 11433 W Ryan Rd	✓		
Class B Combination Entertainment & Amusement 2023-2024	DBA Iron Mike's <b>Jax on 27<sup>th</sup> LLC</b> William Rushman, Agent 6357 S 27 <sup>th</sup> St <i>Police Reports Jan-Mar '23</i>		✓	
Class B Combination Entertainment & Amusement 2023-2024	DBA Landmark <b>The Landmark of Franklin LLC</b> Lorie Beth Knaack-Helm, Agent 11401 W Swiss St	✓		
Class B Combination Entertainment & Amusement 2023-2024	DBA Little Cancun Restaurant <b>Little Cancun LLC</b> Veronica Cervera, Agent 7273A S 27 <sup>th</sup> St <i>- Need payment - WIFE</i>	✓		

Type/ Time	Applicant Information	Approve	Hold	Deny
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Luxe/Dog Haus/The Bricks <b>BPC Golf Entertainment LLC</b> Thomas Johns, Agent 7065 S Ballpark Dr	✓		
Class B Combination 2023-2024	DBA Michaelangelo's Pizza <b>Robley Tech, Inc</b> Dennis Rau, Agent 8330 W Puetz Rd	✓		
Reserve Class B Combination 2023-2024	DBA Milwaukee Burger Co. <b>Hudson Burger, LLC</b> Jessica Cullen, Agent 6421 S 27 <sup>th</sup> St	✓		
Class B Combination 2023-2024	DBA Mimosa <b>Enthusiast Approved LLC</b> Apostolos Evreniadis, Agent 9405 S 27 <sup>th</sup> St	✓		
Class B Combination Entertainment & Amusement 2023-2024	DBA Mulligan's Irish Pub & Grill <b>B S T LLC</b> Brian Francis, Agent 8933 S 27 <sup>th</sup> St	✓		
Class B Combination Entertainment & Amusement 2023-2024	DBA On The Border <b>H, B &amp; H, LLC</b> Gerald Hay, Agent 10741 S 27 <sup>th</sup> St	✓		
Class B Combination Entertainment & Amusement 2023-2024	DBA Point After Pub & Grille <b>Point After, LLC</b> Darryl Malek, Agent 7101 S 76 <sup>th</sup> St	✓		
Class B Combination Entertainment & Amusement 2023-2024	DBA Polish Center of Wisconsin <b>Polish Heritage Alliance Inc</b> Jeffrey Kuderski, Agent 6941 S 68 <sup>th</sup> St	✓		
Class B Combination Entertainment & Amusement 2023-2024	DBA Polonia Sport Club <b>Polonia Sport Club Inc</b> Irene Hawkinson, Agent 10200 W Loomis Rd	✓		
Class B Combination Entertainment & Amusement 2023-2024	DBA Rawson Pub <b>Rawson Pub, Inc</b> Steven Schweitzer, Agent 5621 W Rawson Ave	✓		
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Rock Snow Park <b>Rock Snow Park, LLC</b> Michael Schmitz, Agent 7011 S Ballpark Dr	✓		
Class B Combination, Entertainment & Amusement, Drive-In Movie Theater 2023-2024	DBA Rock Sports Complex <b>The Rock Sports Complex, LLC</b> Thomas Johns, Agent 7005 S Ballpark Drive	✓		

Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination 2023-2024	DBA Romey's Place <b>Romey's Place LLC</b> Nathan Fabry, Agent 7508 S North Cape Rd	✓		
Class B Combination, Entertainment & Amusement, Bowling 2023-2024	DBA Root River Center <b>Root Group LLC</b> David Church, Agent 7220 W Rawson Ave	✓		
Reserve Class B Combination, Entertainment & Amusement 2023-2024	DBA Staybridge Suites Milwaukee Airport South <b>Dadaswami Hospitality LLC</b> Vicki Jesson, Agent 9575 S 27 <sup>th</sup> St	✓		
Class B Combination Entertainment & Amusement 2023-2024	DBA Swiss Street Pub & Grill <b>R&amp;C PUB &amp; GRUB LLC</b> Chrystal Rausch, Agent 11430 W Swiss Street	✓		
Class B Combination 2023-2024	DBA Toscana Restaurant <b>Kriton &amp; Ermira LLC</b> Ermira Lazaj, Agent 8405 S 27 St <i>payment needed</i>	✓		
Class B Combination, Country Club, Entertainment & Amusement 2023-2024	DBA Tuckaway Country Club <b>Tuckaway Country Club</b> Joel Voisin, Agent 6901 W Drexel Ave	✓		
Class B Combination 2023-2024	DBA Wegner's St Martins Inn <b>St Martins Inn, LLC</b> Dennis Wegner, Agent 11318 W St Martins Rd	✓		
Operator 2023-2024 New	<b>Brianna Baltutis</b> Hampton Inn & Suites	✓		
Operator 2023-2024 New	<b>Anayeli Benitez</b> Hampton Inn & Suites <i>update background check</i>	✓		
Operator 2023-2024 New	<b>Xenia Brown</b> Hampton Inn & Suites <i>update background check</i>	✓		
Operator 2023-2024 New	<b>Maricel Delgado Fuentes</b> Hampton Inn & Suites	✓		
Operator 2023-2024 New	<b>Barbara Gudgeon</b> Kwik Trip #287	✓		

Type/ Time	Applicant Information	Approve	Hold	Den,
Operator 2023-2024 New	<b>Kacie Haglund</b> The Rock Sports Complex	✓		
Operator 2023-2024 New	<b>Jacquelyn Huetti</b> Root River Center	✓		
Operator 2022-2023 New	<b>Holly Desjardin</b> The Rock Sports Complex	✓		
Operator 2023-2024 Renewal	<b>Holly Desjardin</b> The Rock Sports Complex	✓		
Operator 2022-2023 New	<b>Marina Gutierrez</b> The Rock Sports Complex	✓		
Operator 2023-2024 Renewal	<b>Marina Gutierrez</b> The Rock Sports Complex	✓		
Operator 2022-2023 New	<b>Kayla Jedrzejewski</b> The Rock Sports Complex	✓		
Operator 2023-2024 Renewal	<b>Kayla Jedrzejewski</b> The Rock Sports Complex	✓		
Operator 2022-2023 New	<b>Arturo Juarez Jr</b> Hampton Inn & Suites	✓		
Operator 2023-2024 Renewal	<b>Arturo Juarez Jr</b> Hampton Inn & Suites	✓		
Operator 2022-2023 New	<b>Rosa Tapia Hernandez</b> 7-Eleven	✓		
Operator 2023-2024 Renewal	<b>Rosa Tapia Hernandez</b> 7-Eleven	✓		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>Cathy Anderson</b> Tuckaway Country Club	✓		
Operator 2023-2024 Renewal	<b>Genine Behning</b> Marcus Showtime Cinema	✓		
Operator 2023-2024 Renewal	<b>Virginia Bennett</b> Kwik Trip #287	✓		
Operator 2023-2024 Renewal	<b>Deanna Bucher</b> Swiss Street Pub & Grill	✓		
Operator 2023-2024 Renewal	<b>Judith Burbey</b> Andy's on Ryan Rd	✓		
Operator 2023-2024 Renewal	<b>Antonio Chapa</b> Pick'n Save #6360	✓		
Operator 2023-2024 Renewal	<b>Dawn Gottschalk</b> Pick'n Save #6360	✓		
Operator 2023-2024 Renewal	<b>Gavin Ingebrigtsen</b> Marcus Showtime Cinema	✓		
Operator 2023-2024 Renewal	<b>Brandie Jaskie</b> Iron Mike's	✓		
Operator 2023-2024 Renewal	<b>Elizabeth Karamelas</b> Honey Butter Cafe	✓		
Operator 2023-2024 Renewal	<b>Paramjeet Kaur</b> Franklin Liquor Store	✓		
Operator 2023-2024 Renewal	<b>Danielle Knox</b> Romey's Place	✓		


Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>Thomas Manske</b> Pick'n Save #6360	✓		
Operator 2023-2024 Renewal	<b>Ericka Meeks</b> Romey's Place	✓		
Operator 2023-2024 Renewal	<b>Janet Miller</b> Pick'n Save #6360	✓		
Operator 2023-2024 Renewal	<b>Micah Modic</b> Pick'n Save #6360	✓		
Operator 2023-2024 Renewal	<b>Ann Moehlenpah</b> Walgreens #05884	✓		
Operator 2023-2024 Renewal	<b>Josefina Mora</b> Walgreens #05884	✓		
Operator 2023-2024 Renewal	<b>Miranda Peters</b> Iron Mike's	✓		
Operator 2023-2024 Renewal	<b>Darren Phouthakhio</b> Marcus Showtime Cinema	✓		
Operator 2023-2024 Renewal	<b>Toni Ruyle</b> Swiss Street Pub & Grill	✓		
Operator 2023-2024 Renewal	<b>Ryan Scheffler</b> Swiss Street Pub & Grill	✓		
Operator 2023-2024 Renewal	<b>Simran Singh</b> Franklin Liquor Store	✓		
Operator 2023-2024 Renewal	<b>Jennifer Stankowski</b> Irish Cottage	✓		

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 Renewal	<b>Michael Swiderski</b> Country Lanes Bowling Center	✓		
Operator 2023-2024 Renewal	<b>Amrit Virk</b> Franklin Liquor Store	✓		
Operator 2023-2024 Renewal	<b>Kathleen Wegner</b> Wegner's St Martins Inn	✓		
Operator 2023-2024 Renewal	<b>Julie Wiltzius</b> Irish Cottage <i>Small license needed</i>	✓		
<b>4.</b>	<b>Adjournment</b>	Time:	<i>7:03</i>	

\*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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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>6/6/2023</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I</b>

Attached are vouchers dated May 12, 2023 through June 1, 2023, Nos 192690 through Nos 192947 in the amount of \$ 1,834,189 90 Also included in this listing are EFT's Nos 5324 through EFT Nos 5341, Library vouchers totaling \$ 47,100 00, Tourism vouchers totaling \$ 120,000 00, Water Utility vouchers totaling \$ 49,490 13 and Property Tax Refunds in the amount of \$ 25,922 10 Voided checks in the amount of \$ (23,101 59) are separately listed

Early release disbursements dated May 12, 2023 through May 31, 2023 in the amount of \$ 990,572 19 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 May 19, 2023 is \$ 442,320 66, previously estimated at \$ 450,000. Payroll deductions dated May 19, 2023 are \$ 453,606 40, previously estimated at \$ 490,000.

The net payroll dated June 2, 2023 is \$ 440,717 20, previously estimated at \$ 440,000 Payroll deductions dated June 2, 2023 are \$ 233,855 84, previously estimated at \$ 235,000

The estimated payroll for June 16, 2023 is \$ 450,000 with estimated deductions and matching payments of \$ 240,000

### COUNCIL ACTION REQUESTED

Motion approving the following.

- City vouchers with an ending date of June 1, 2023 in the amount of \$ 1,834,189 90 and
- Payroll dated May 19, 2023 in the amount of \$ 442,320 66 and payments of the various payroll deductions in the amount of \$ 453,606 40, plus City matching payments and
- Payroll dated June 2, 2023 in the amount of \$ 440,717 20 and payments of the various payroll deductions in the amount of \$ 233,855 84, plus City matching payments and
- Estimated payroll dated June 16, 2023 in the amount of \$ 450,000 and payments of the various payroll deductions in the amount of \$ 240,000, plus City matching payments

**ROLL CALL VOTE NEEDED**

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