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CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY MARCH 21, 2023 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. A Proclamation to Designate May 6th, 2023 as Arbor Day in the City of Franklin.
- C. Approval of Minutes: Regular Common Council Meeting of March 7, 2023.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. A Resolution Conditionally Approving a 3 Lot Certified Survey Map, Being a Redivision of all of Lot 1 of Certified Survey Map No. 8120, Located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Jonathan J. Zimmerman, President, Jilly’s, LLC, Applicant) (at 5450 West Rawson Avenue).
 - 2. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for the Development of a Single-Story Building Housing Offices and a Car Wash Facility (Jilly’s Car Wash), with Adjacent Parking for Vacuum Stalls as Well as General Parking, Three Separate Pay Stations, Landscaping and Lighting Upon Property Located at 5450 West Rawson Avenue (By Jonathan J. Zimmerman, President, Jilly’s, LLC, Applicant, Devo Properties/Rawson LLC, Property Owner).
 - 3. A Parks Commission Recommendation to Rename Lions Legend II Park (8717 W. Drexel Avenue) as Vernon Barg Park.
 - 4. A Resolution to Award Painting Exterior of Franklin Historical Society’s Franklin Town Hall (8040 S. Legend Drive) to Culver’s Painting, LLC for \$10,980.
 - 5. A Resolution for an Agreement with Milwaukee County for Inclusion of City Infrastructure in the W. Forest Home Avenue (CTH OO) Project from Hi View Drive to W. Speedway Drive.

Common Council Meeting Agenda

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6. A Resolution to Enter into Agreements with Milwaukee County for Emergency Vehicle Pre-Emption and Lighting Equipment at W. Forest Home Avenue (CTH OO) Intersections with W. St. Martins Road and W. Rawson Avenue (CTH BB).
7. Motion to Allow the Mayor, Clerk and Acting Finance Officer to sign the 2023 Community Development Block Grant Health Education Program Project Agreement after review from the City Attorney, as well as Authorization for the Director of Health and Human Services to Complete the Approved Grant Activities.
8. Request Council Approval from the Department of Public Works to Purchase a Replacement High-Volume Diesel Fuel Pump.
9. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Saputo Cheese USA, Inc., Located at 2895 W. Oakwood Road, TKN 951-9994-003.
10. Authorization for Sewer/Water Utilities to Purchase a Ford F-350 Supercab Pick Up Truck from Hiller Ford Automotive Group for \$60,605.16.
11. Authorize Submission of a Minimum Assessment Value Guarantee Agreement with Northwestern Mutual for their Franklin Campus.
12. Authorize an Amendment to the Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements in the Amount of \$35,000.
13. An Ordinance to Amend Ordinance 2022-2528, an Ordinance Adopting the 2023 Annual Budget for the Fund Balance to Provide \$2,348.00 to the 2023 Equipment Replacement Fund for the Purchase of a Vehicle in the Engineering Department.
14. A Resolution to Grant a 12-Foot Wide Access Easement and an 8-Foot Wide Utility Easement for Everstream GLC Holding Company LLC at 5600 W. Airways Avenue, TKN 899-9990-068.
15. Request to Participate in State Contract for Purchase of 2,500 Tons of Salt and an Additional 500 Tons in Reserve.
16. Quarles & Brady LLP Request for Potential Conflict of Interest Informed Consent Waiver with Regard to its Representation of the City and Requested Representation of Waste Management Upon an Unrelated to City Representation Services Matter.
17. Common Council Consideration of Code of Conduct Complaints. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies 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 or data, or involved in such problems or investigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of March 21, 2023.

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

J. Adjournment.

*Notice is given that a majority of the Parks Commission may attend this meeting to gather information about an agenda item over which the Parks Commission has decision-making responsibility. This may constitute a meeting of the Parks Commission, per State ex rel Badke v Greendale Village Board, even though the Parks Commission will not take formal action at this meeting.

**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:

March 23	Plan Commission	7:00 p.m.
April 3	Common Council Meeting	6:30 p.m.
April 4	Spring Primary	7:00 a.m.-8:00 p.m.
April 6	Plan Commission	7:00 p.m.
April 18	Common Council Meeting	6:30 p.m.
April 20	Plan Commission	7:00 p.m.

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B.2.

City of Franklin Proclamation

A PROCLAMATION TO DESIGNATE MAY 6th, 2023 AS ARBOR DAY IN THE CITY OF FRANKLIN

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees;

WHEREAS, the holiday now known as Arbor Day is celebrated worldwide;

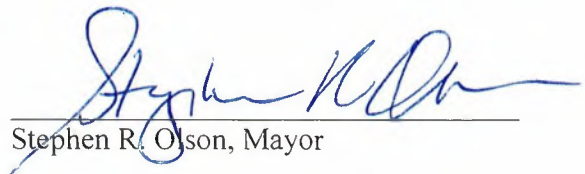
WHEREAS, the City of Franklin Environmental Commission, and the people of Franklin, Wisconsin have observed Arbor Day since 1999;

WHEREAS, trees reduce erosion, purify our air and water and provide habitat for wild life, provide a source of spiritual renewal; and

WHEREAS, trees increase our property values, enhance our economic vitality, and beautify our community.

NOW, THEREFORE, I, STEPHEN R. OLSON, Mayor of the City of Franklin, Wisconsin proclaim **MAY 6th, 2023 AS ARBOR DAY IN THE CITY OF FRANKLIN** and urge all citizens of the City of Franklin to protect our trees and woodlands and to gladden their hearts by planting trees.

Dated this 21st Day of March, 2023.


Stephen R. Olson, Mayor



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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MARCH 7, 2023
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on March 7, 2023, and was called to order at 6:30 p.m. by Mayor Olson 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, Alderwoman Kristen Wilhelm, Alderman Barber, and Alderman John R. Nelson. Also in attendance were City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson. Alderwoman Hanneman was not present.

CITIZEN COMMENT

B.1. Citizen comment period was opened at 6:31 p.m. and was closed at 6:47 p.m.

Alderman Nelson moved to suspend the rules to allow Steve Taylor an additional minute to speak during citizen comment. Seconded by Alderwoman Wilhelm. On a roll call, motion carries 3-2 with Alderman Holpfer and Alderman Barber voting no.

Alderman Nelson moved to return to normal order. Seconded by Alderman Barber. All voted Aye; motion carried.

MAYORAL
ANNOUNCEMENTS

B.2. Volition Franklin members presented a Mayoral Proclamation read by member Charlie declaring the week of March 26-April 1, 2022 to be Light & Unite Red Week spotlighting the dangers of substance misuse and the importance of mental health.

CORRECTED MINUTES
FEBRUARY 7, 2023

C.1. No motion needed for the corrected minutes of the regular Common Council Meeting of February 7, 2023.

MINUTES
FEBRUARY 20, 2023

C.2. Alderman Barber moved to approve the minutes of the regular Common Council meeting of February 20, 2023 with the correction of item G.14 by Alderwoman Wilhelm adding "for council approval" after the words an agreement. Seconded by Alderman Holpfer. All voted Aye; motion carried.

HEARINGS
VACATE RITE-OF-WAY
WEST RYAN RD FROM
SOUTH 60TH ST TO
SOUTH 58TH ST

D. A public hearing was called to order at 7:00 p.m. regarding a resolution which proposes the vacation of approximately 0.57 acres of right-of-way previously used for service road purposes which abuts the south side of West Ryan Road (STH 100) from South 60th Street to South 58th Street and which is abutted on its south boundary by the 5921 West Ryan Road (TKN 899-9991-002), 5921 West Ryan Road

(TKN 899-9991-003) and 5825 West Ryan Road (TKN 899-9991-004) properties, respectively.

The public hearing was closed at 7:01 p.m.

- VACATE RITE-OF-WAY WEST RYAN RD FROM SOUTH 60TH ST TO SOUTH 58TH ST G.1. Alderman Nelson moved to table this item to the April 3, 2023 Common Council meeting following the March 23, 2023 Plan commission meeting for recommendation regarding a resolution which proposes the vacation of approximately 0.57 acres of right-of-way previously used for service road purposes which abuts the south side of West Ryan Road (STH 100) from South 60th Street to South 58th Street and which is abutted on its south boundary by the 5921 West Ryan Road (Tax Key No. 899-9991-002), 5921 West Ryan Road (Tax Key No. 899-9991-003) and 5825 West Ryan Road (Tax Key No. 899-9991-004) properties, respectively. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2023-7953 FINAL PLAT FOR TESS CREEK ESTATES (P. KENNETH SERVI, SERVI INVESTMENTS, LLC, APPLICANT) G.2. Alderman Nelson moved to adopt Resolution No. 2023-7953, A RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR TESS CREEK ESTATES SUBDIVISION (AT 11595 AND 11600 WEST FOREST HOME AVENUE) (P. KENNETH SERVI, SERVI INVESTMENTS, LLC, APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- SEWER/WATER EQUIPMENT FROM 2023 CAPITAL EXPENDITURES OUTLAY FUNDS G.3. Alderman Barber moved to authorize Sewer/Water staff to solicit quotes for equipment considered in the 2023 Capital Expenditures Outlay funds. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- PURCHASE OF WIRELESS ACCESS POINTS & CABLING FOR 2023 POLICE DEPARTMENT OPERATIONAL OUTLAY BUDGET G.4. Alderman Holpfer moved to authorize the purchase from Heartland Business Systems at a total cost of \$9,105.08 as budgeted for in the 2023 Police Department 2023 Operational Outlay Budget - Account 01-0211-5242. \$3,798.79 will be authorized for the cabling materials, installation, and equipment mounting services from the 2023 IT Operational Outlay Budget - Account 01-0144-5214. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- 2023 FOOD DRIVE DONATIONS G.5. Alderman Barber moved to authorize the Director of Health and Human Services to accept monetary donations in the amount of \$230.00 for the 2023 Food Drive. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- PURCHASE OF TIMETAP SCHEDULING SUBSCRIPTION FOR G.6. Alderman Barber moved to authorize the Director of Health and Human Services to purchase TimeTap Scheduling subscription. Seconded by Alderman Holpfer. All voted Aye; motion carried.

HEALTH DEPARTMENT

- HEALTH DEPARTMENT GRANT CONTRACTS G.7. Alderman Barber moved to authorize the Director of Health and Human Services to accept and execute the grant contracts for the 2023 Prevention Grant, the Enhancing Detection and Laboratory Capacity Grant, and the 2022 Public Health Emergency Preparedness and Community Readiness Initiative carryover funds. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- HEALTH DEPARTMENT 2022-2023 STRATEGIC PREVENTION GRANT G.8. Alderman Barber moved to authorize the Director of Health and Human Services to accept and execute the 2022-2023 Strategic Prevention Framework - Partnership for Success (SPFPFS) grant. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- HEALTH DEPARTMENT .15 FTE INTERN POSITION G.9. Alderman Holpfer moved to approve the addition of a .15 FTE intern position to the Franklin Health Department authorized positions table to be covered by a grant. Seconded by Alderman Barber. All voted Aye; motion carried.
- SHREDDING EVENT ON SEPTEMBER 23, 2023 WITH PROSHRED SECURITY G.10. Alderwoman Wilhelm moved to direct Staff to execute an agreement and coordinate a Community Document Shredding Event with ProShred Security on Saturday, September 23, 2023. Seconded by Alderman Barber. All voted Aye; motion carried.
- AGREEMENT WITH MILWAUKEE COUNTY FOR EMERGENCY VEHICLE PRE-EMPTION AND LIGHTING EQUIPMENT AT WEST FOREST HOME AVENUE G.11. Alderwoman Wilhelm moved to table a resolution to enter an agreement with Milwaukee County for emergency vehicle pre-emption equipment and lighting equipment at W. Forest Home Avenue (CTH 00) intersection with W. St. Martins Road and a supplemental agreement to add lighting equipment to existing emergency vehicle pre-emption equipment at W. Forest Home Avenue (CTH 00) intersection with W. Rawson Avenue (CTH BB) at the call of the chair. Seconded by Alderman Nelson. All voted Aye; motion carried.
- AGREEMENT WITH MILWAUKEE COUNTY FOR CITY INFRASTRUCTURE AT WEST FOREST HOME AVENUE G.12. Alderman Barber moved to table a resolution to enter into an agreement with Milwaukee County for inclusion of city infrastructure in the W. Forest Home Avenue (CTH 00) project from Hi View Drive to W. Speedway Drive and direct staff to include expenditures in the 2024 budget at the call of the chair. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2023-7954 KUENY ARCHITECTS, LLC TO DESIGN SERVICES FOR DPW AND FIRE CAMPUS AND STORAGE G.13. Alderwoman Wilhelm moved to adopt Resolution. No. 2023-7954, A RESOLUTION FOR KUENY ARCHITECTS, LLC TO PROVIDE DESIGN SERVICES FOR DPW AND the site plan including the 11,000 SQUARE FOOT DPW STORAGE BUILDING AT 7979 W. RYAN ROAD IN THE AMOUNT OF \$86,849.50, and for the design to return to the Common Council before going out for bid. Seconded

BUILDING

by Alderman Holpfer. On a roll call, all voted Aye. Motion carried.

2023 QUARTERLY
RESIDENTIAL
SANITARY SEWER
USER FEE

G.14. Alderman Barber moved to adopt the quarterly 2023 Residential Sanitary Sewer charge of \$71.59 and a fixed Commercial Connection charge of \$17.52 plus a \$4.22158100 per thousand-gallon volumetric charge, effective January 1, 2023, as provided by Municipal Code 207-14 H. (3)(b). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2023-7955
DISTRIBUTION
EASEMENT AT 10100
SOUTH 60TH STREET

G.15. Alderman Barber moved to adopt Resolution No. 2023-7955, A RESOLUTION TO VACATE DISTRIBUTION EASEMENT UNDERGROUND, GRANT A NEW DISTRIBUTION EASEMENT AND PAY ADDITIONAL COST TO WISCONSIN ELECTRIC POWER COMPANY ON THE CITY OF FRANKLIN OWNED PARCEL DESCRIBED AS THE NORTH TWELVE (12) FEET OF THE WEST ONE-HUNDRED (100) FEET OF LOT 2 OF CSM NO. 9369 (TKN 931-0006-001) 10100 S. 60TH STREET. Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2023-7956
CHANGE ORDER NO. 1
FOR SOUTH 60TH
STREET SANITARY
LIFT STATION TO J.H.
HASSINGER, INC.

G.16. Alderman Barber moved to adopt Resolution No. 2023-7956, A RESOLUTION TO ISSUE CHANGE ORDER NO. 1 FOR THE CONSTRUCTION OF S. 60TH STREET SANITARY LIFT STATION REPLACEMENT (10100 S. 60 STREET) TO J.H. HASSINGER, INC. FOR AN ADDITIONAL \$7,350 AND 196 DAYS OF FINAL COMPLETION. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. 2023-2532
REPEAL §133-16 FIRE
INSPECTION FEES AND
ORDINANCE NO. 2006-
1873

G.17. Alderwoman Eichmann moved to adopt Ordinance No. 2023-2532, AN ORDINANCE TO REPEAL §133-16 FIRE INSPECTION FEES OF THE MUNICIPAL CODE, AND ORDINANCE NO. 2006-1873 AS AMENDED THEREAFTER RESULTING IN THE TERMS AND PROVISIONS OF §133-16 FIRE INSPECTION FEES OF THE MUNICIPAL CODE. Seconded by Alderman Barber. All voted Aye; motion carried.

PURCHASE OF
CHEVROLET
TRAVERSE FOR
ENGINEERING
DEPARTMENT

G.18. Alderman Barber moved to authorize Engineering Department Staff to cancel previous \$28,783.00 purchase order for a Ford Explorer and purchase a comparable Chevrolet Traverse for \$31,141.00, and direct Staff to prepare a future budget amendment to increase account 42-0321-5811 by \$2,358.00. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2023-7957
AGREEMENT WITH
STATE OF WI DEPT OF
ADMINISTRATION

G.19. Alderman Holpfer moved to adopt Resolution No. 2023-7957, A RESOLUTION TO AUTHORIZE CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION DIVISION OF ENERGY

DIVISION OF ENERGY
FOR WI HELP FOR
HOMEOWNERS
PROGRAM

TO PARTICIPATE IN THE WISCONSIN HELP FOR HOMEOWNERS PROGRAM. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

TWO-YEAR WENS
SERVICE AGREEMENT
EXTENSION WITH
INSIPRON LOGISTICS
LLC

G.20. Alderman Nelson moved to approve a two-year extension of the WENS Service Agreement with Inspiron Logistics LLC for the City of Franklin Emergency Notification System for the period of 4/22/2023-4/21/2025 in the amount of \$10,650 per year, and to authorize the City Clerk to execute the agreement extension. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. 2023-2533
AMEND ORD. 2022-2521
2023 ANNUAL BUDGET
FOR GENERAL FUND
TO CARRY FORWARD
APPROPRIATIONS

G.21. Alderwoman Wilhelm moved to adopt Ordinance No. 2023-2533, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO PROVIDE CARRY FORWARD APPROPRIATIONS FROM 2022 TO 2023 FOR ELECTION PRINTING COSTS IN THE AMOUNT OF \$10,000. Seconded by Alderman Barber. On a roll call, all voted aye. Motion carried.

ORD. 2023-2534
AMEND ORD. 2022-2521
2023 ANNUAL BUDGET
FOR GENERAL
OPERATING FUND FOR
JANITORIAL SERVICES

G.22. Alderwoman Wilhelm moved to adopt Ordinance NO. 2023-2534, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL OPERATING FUND TO TRANSFER \$70,000.00 IN EXPENDITURES FROM THE MUNICIPAL BUILDINGS SALARIES-PT ACCOUNTS TO THE MUNICIPAL BUILDINGS OTHER PROFESSIONAL SERVICES ACCOUNTS AND AUTHORIZE CERTAIN OFFICIALS TO EXECUTE A CONTRACT ADDENDUM WITH DUST-FREE CLEANING SERVICE, INC. JANITORIAL SERVICES FOR THE FRANKLIN PUBLIC LIBRARY AT \$3,152.00 PER MONTH, \$31,520.00 FOR 2023 subject to technical corrections. Seconded by Alderman Barber. On a roll call, all voted aye. Motion carried.

LICENSES AND
PERMITS

H. Alderwoman Eichmann moved to approve the following licenses:

Grant 2022-2023 Operator License to Taylor Crewz & Richard Rehberg;

Grant 2023-2024 Operator License to Daniel Crass;

Moved to recommend council to review by staff the Extraordinary Events brought back to the COW meeting in May 2023.

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

VOUCHERS AND
PAYROLL

I. Alderman Barber moved to approve City vouchers with an ending date of March 2, 2023, in the amount of \$ 4,457,345.00 and Property Tax

disbursements with an ending date of March 1, 2023 in the amount of \$ 25,180,818.95 and payroll dated February 24, 2023 in the amount of \$ 437,325.63 and payments of the various payroll deductions in the amount of \$ 472,399.60, plus City matching payments and estimated payroll dated March 10, 2023 in the amount of \$ 430,000 and payments of the various payroll deductions in the amount of \$ 235,000, plus City matching payment. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried

CLOSED SESSION
DAL 27TH STREET
CLINIC, LLC V CITY OF
FRANKLIN

G.23. Alderman Holpfer moved to enter closed session at 7:29 p.m., *DAL 27th Street Clinic, LLC v City of Franklin*, Milwaukee County Circuit Court Case No. 2021-CV-5746 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, 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 roll call, all voted Aye. Motion carried.

Upon reentering open session at 7:36 p.m., Alderwoman Wilhelm moved to authorize the execution by the City of the settlement agreement with regard to the *DAL 27th Street Clinic, LLC v City of Franklin*, Milwaukee County Circuit Court Case No. 2021-CV-5746. Seconded by Alderman Barber. All voted Aye, motion carried.

ADJOURNMENT

J. Alderman Barber moved to adjourn the meeting of the Common Council at 7:37 p.m. Seconded by Alderman Holpfer. All voted Aye; motion carried.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">03/21/23</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8120, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC, APPLICANT) (AT 5450 WEST RAWSON AVENUE)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.1.</p>

At the March 9, 2023, regular meeting, the Plan Commission carried a motion to recommend approval of this resolution, the vote was 4-0-0.

The applicant would like to receive approval of a three lot Certified Survey Map (CSM). In order to do so, they must obtain a Land Division Variance, which they have submitted to the Department of City Development for review. The draft Resolution therefore contains the recommended condition Number 7 that:

7. The applicant must obtain a Land Division Variance from the standards of §15-5.0106 C. requiring a minimum of 60 feet frontage along a public street prior to recording of the Certified Survey Map.

The draft CSM provided for packets depicts two lots, and one outlot; the CSM will need to be revised to depict the outlot as a lot prior to recording, along with some other minor technical corrections.

The applicant has also requested a Special Use for development of Lot 1 at this location, which will require separate approval. Plan Commission materials refer to this request as they were reviewed concurrently.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2023-_____, conditionally approving a 3 Lot Certified Survey Map, being a redivision of all of Lot 1 of Certified Survey Map No. 8120, located in the Southeast ¼ of the Southwest ¼ of Section 32, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC, APPLICANT) (AT 5450 WEST RAWSON AVENUE).



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of March 9, 2023
Certified Survey Map, Special Use & Site Plan

RECOMMENDATION: City Development Staff recommends the Plan Commission forward the CSM and Special Use application to the Common Council for decision based on the recommended draft Resolution with conditions as attached. City Development Staff recommends approval of the proposed Site Plan, subject to the conditions of approval in the attached draft resolution.

Project Name:	Jilly’s Car Wash
Submittal Date:	12-19-2022
Property Owner:	Devo Properties/Rawson LLC
Applicant:	Jon Zimmerman, Jilly's LLC
Property Address/Tax Key Number:	5450 W Rawson Avenue/ 741 9996 001
Aldermanic District:	District 5
Agent:	Caitlin LaJoie, Briohn Building Corporation
Zoning District:	M-1 Limited Industrial and OL-2 Overlay
Use of Surrounding Properties:	M-1 Limited Industrial and OL-2 Overlay (east and west), M-1 Limited Industrial (north), M-2 General Industrial (south)
Application Request:	To permit a division of the existing parcel into two lots, and allow for development of a car wash on the proposed Lot 1.
Staff Planner:	Marion Ecks, AICP

APPLICANT’S REQUEST

The applicant requests recommendation of approval of a Certified Survey Map (CSM) to divide the parcel into three lots. Lot 2 is proposed to be developed as a retail or restaurant location. No development applications have been submitted for this lot. Outlot 1 does not have any current development plans. The applicant is also requesting Site Plan approval from Plan Commission and a recommendation of approval of a Special Use to develop Lot 1 as Jilly’s Car Wash.

CHARACTER OF THE SITE AND SURROUNDING AREA

The subject property is zoned M-1 Limited Industrial and OL-2 General Business Overlay; it does not have any structures on it currently. The surrounding properties share the same zoning. The properties to the east have been developed as a Sendiks, a CVS, and a bank. To the west is a self storage facility, and to the north is an outlot which contains the stormwater facilities for this parcel, as well as the Sendiks development. One of the entrances to the quarry is immediately to the south across Rawson.

DESCRIPTION OF THE APPLICATIONS

Certified Survey Map

The requested CSM would produce three lots with proposed zoning requirements of the OL-2 General Business Overlay District:

- **Lot 1** is proposed to be a 78,935 Sq. Ft. parcel approximately 133’ by 592’. This lot is proposed to be developed as a Jilly’s Car Wash. The parcel has frontage on Rawson, but will be accessed by

a private road. The proposed lot meets the minimum lot area, depth, and width requirements of the M-1 and OL-2 zoning districts.

- **Lot 2** is proposed to be 38,786 Sq. Ft., approximately 165' by 241', with frontage on Rawson. The lot will include the private road with an access easement for other parts of this development. The proposed lot meets the minimum lot area, depth, and width requirements of the M-1 and OL-2 zoning districts.
- **Outlot 1** is proposed to be 151,327 Sq. Ft., approximately 351' by 523'. This lot does not meet the UDO requirement regarding frontage along a public street. The lot does meet the minimum lot area, depth, and width requirements of the M-1 and OL-2 zoning districts.

PROJECT ANALYSIS

Staff provided the applicant with staff comments on February 9, 2023, which are attached. The CSM complies with most aspects of the requirements of the UDO. The proposed Lots 1 and 2 meet the minimum lot area, depth, and width requirements of these zoning districts. A few technical corrections to the exhibits are required.

Comment items that are not resolved or must be noted are reflected in the Conditions of Approval in the draft Common Council Resolution. Key issues and outstanding items include:

1. The OL-2 Overlay requires cross-access be provided at the time of any new development or redevelopment. In cases where existing development on adjacent parcels does not allow for construction, the applicant should provide or maintain cross-access easements to be used at the point in time when the adjacent parcel undergoes redevelopment that would facilitate the completion of the connection. The city may require a letter of credit as surety (§15-3.0306.C.2).
2. Outlot 1 does not meet the UDO requirement (§15-5.0106.C) that it must have 60 feet of frontage along a public street. The parcel must therefore be designated as an outlot, **or** obtain a land division variance and provide a shared access easement. If designated an outlot, future development of this lot will be required to meet street frontage standards of the UDO. The applicant has submitted an application for the variance with their Plan Commission materials; this application is under review. They will need to provide the easement and relabel the outlot if this is the path requested.

Other Department review comments are included in the memo. Outstanding review comments are as follows:

Engineering Department

The CSM was reviewed by Engineering; staff reiterates that a condition requiring any necessary technical corrections should be included. Engineering requirements also include and provision of a shared access easement – see comments for details.

Additional Department Comments – Police, Fire, Inspection

Inspection services notes that permits are required prior to construction or development.

Special Use and Site Plan

Staff Comments were provided for the application for a Special Use and Site Plan for Jilly's Car Wash, proposed to be located on the future Lot 1 of the land division requested by CSM above. The lot is zoned M-1 Limited Industrial (§15-3.0309) and OL-2 General Business Overlay (§15-3.0306.C) Districts. The proposed structure meets the setback requirements of the OL-2 zoning district; review comments were provided for the requirements of that district. Carwashes (SIC Code 7542) require Special Use approval in both M-1 Limited Industrial and OL-2 General Business Overlay Districts.

Future developments on proposed Lot 2 and Outlot 1 will require separate permitting.

PROJECT ANALYSIS

The applicant is requesting approvals to develop a Jilly's Car Wash, which would consist of a 820 Sq. Ft. office and a 5,100 Sq. Ft. structure housing the drive-through car wash, with accessory structures including a booth for payment and a trash area. Customers will proceed through a driveway connected to a private road. They will circulate to the right from the entrance (north) to a cueing and payment area, loop back through the car wash, at which point they may either exit or use the vacuum area which includes parking spaces equipped with vacuums, located to the south of the building along Rawson Ave. The applicant has provided exhibits including architectural renders for Commission review.

Proposed business hours are Monday through Saturday from 7:00am to 8:00pm and Sunday from 8:00am to 7:00pm. This location will employ approximately 15 staff, with a maximum of five (5) employees per shift.

The applicant has provided required responses to, and complies with the standards of §15-3.0701: General Standards for Special Uses. The development is consistent with the existing zoning requirements, and Future Land Use Comprehensive Master Plan intent for the district (§15-7.0102.M).

The proposed Site Plan requires a small number of minor technical corrections. The applicant has provided all required elements:

- The Lighting Plan conforms to Division 15-5.0400 Lighting Standards.
- The Landscape Plan exceeds the quantity of required plantings under §15-5.0302.
- A Natural Resource Protection Plan (NRPP) as defined by Division 15-7.0200.

Outstanding Planning review comments include:

1. The dumpster location is very prominent on the site. Staff suggests relocating it to a less visible location (§15-7.0102.K). Applicant should provide additional landscape screening if it remains at this location.
2. The applicant must provide an irrigation system for required landscaping (§15-5.0303.D).

Staff recommends that the Site Plan approval require the recording of the CSM prior to issuance of any building permits

Outstanding review comments from other departments are as follows:

Engineering Department

Engineering requirements include engineer and stormwater review, and provision of a shared access easement – see comments for details.

Additional Department Comments – Police, Fire, Inspection

The Franklin Fire Department has provided comments on requirements of the development which the applicant acknowledges. See comments for details.

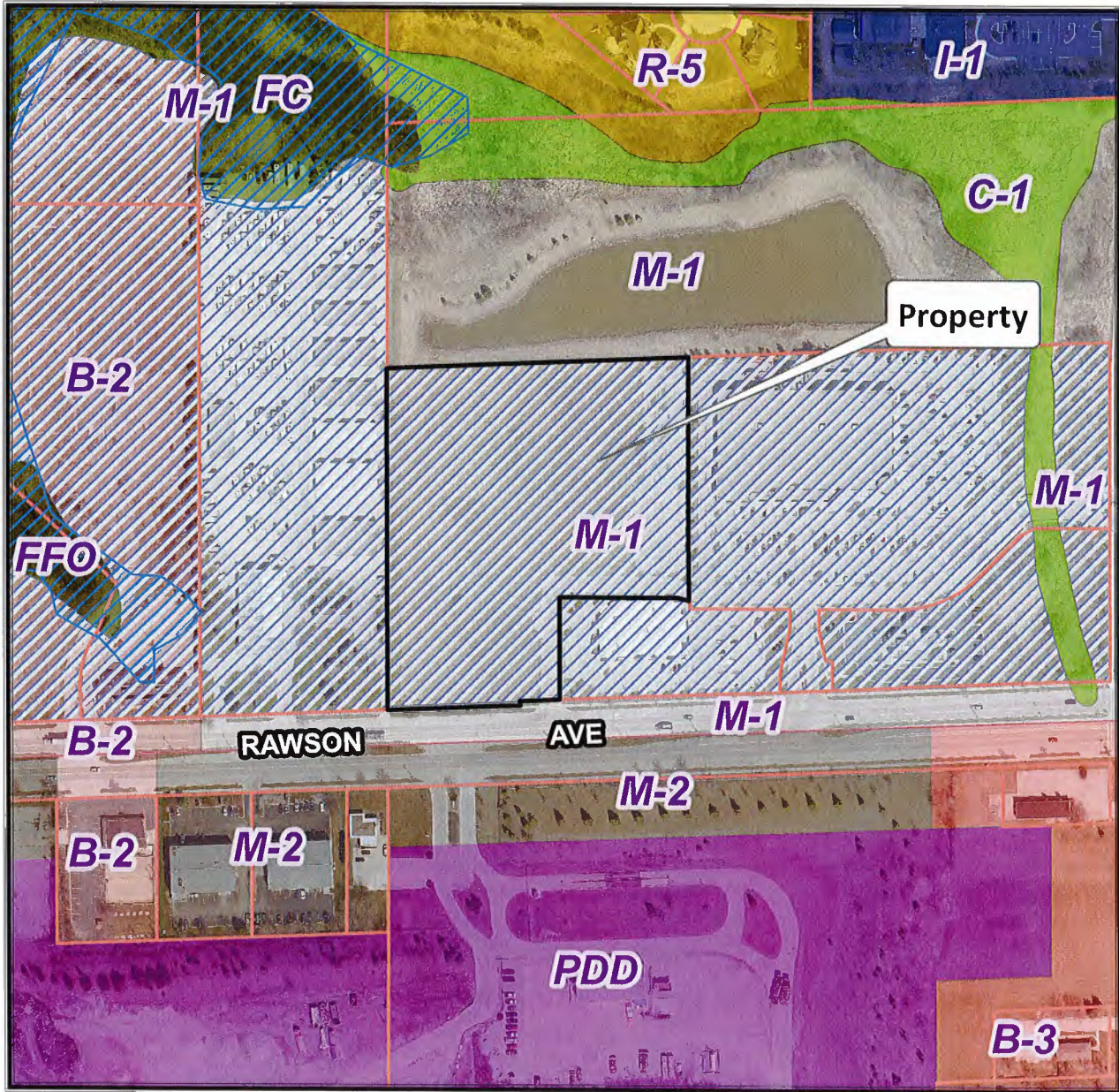
STAFF RECOMMENDATION

City Development Staff recommends approval of the proposed Site Plan, subject to the conditions of approval in the attached draft resolution.

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

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

5450 W. Rawson Ave.
TKN: 741 9996 001



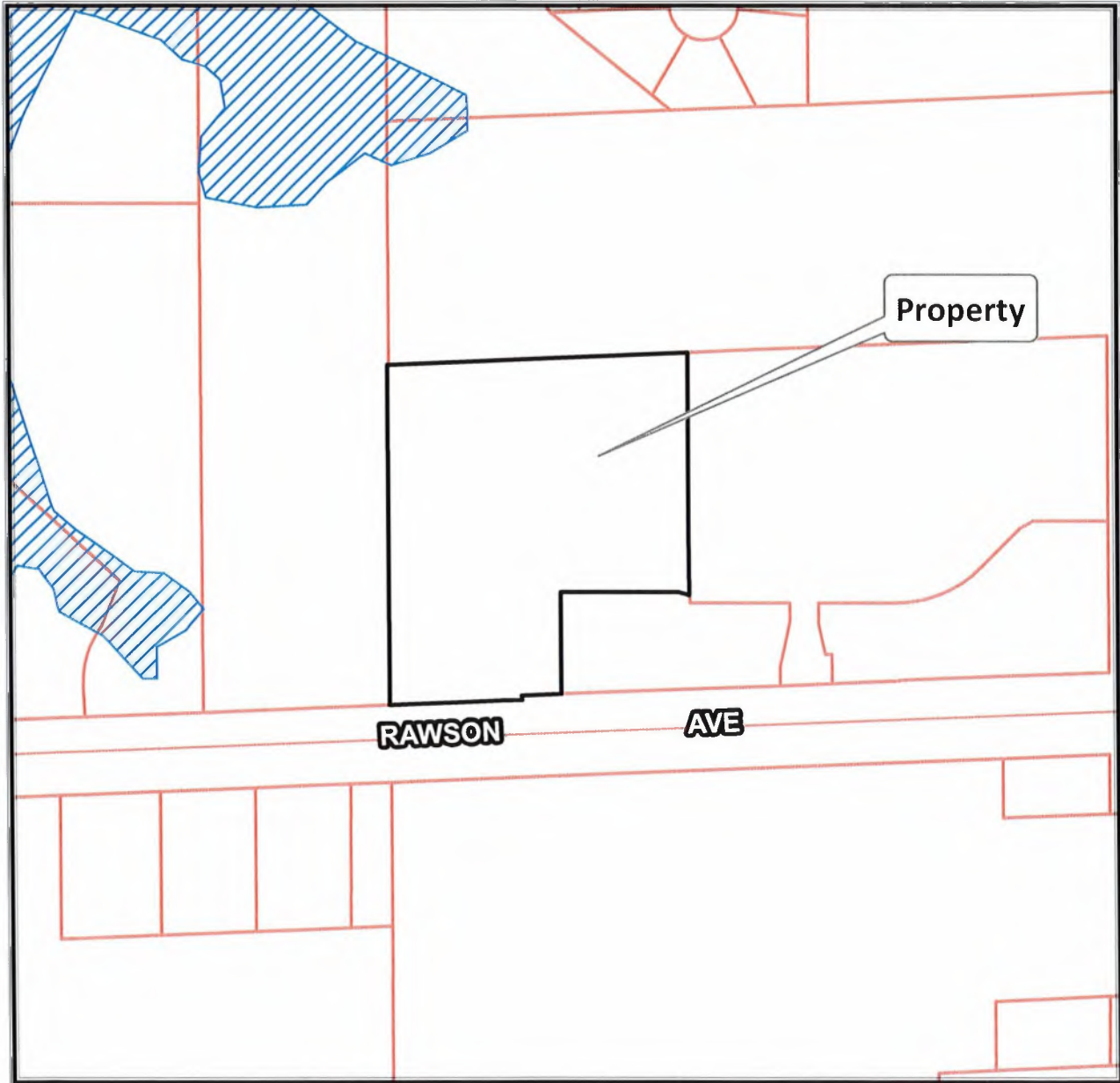
Planning Department
(414) 425-4024



2021 Aerial Photo

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

5450 W. Rawson Ave.
TKN: 741 9996 001



Planning Department
(414) 425-4024

0 170 340 680 Feet



2021 Aerial Photo

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

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 2-20-23; Redraft 2-28-23]

RESOLUTION NO. 2023-_____

A RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8120, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC, APPLICANT) (AT 5450 WEST RAWSON AVENUE)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision of all of Lot 1 of Certified Survey Map No. 8120, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 5450 West Rawson Avenue, bearing Tax Key No. 741-9996-001, Jonathan J. Zimmerman, President, Jilly's, LLC, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Jonathan J. Zimmerman, President, Jilly's, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9 of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided

JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC – CERTIFIED SURVEY
MAP

RESOLUTION NO. 2023-_____

Page 2

within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.

4. Jonathan J. Zimmerman, President, Jilly's, LLC, successors and assigns, and any developer of the Jonathan J. Zimmerman, President, Jilly's, LLC 3 lot certified survey map project, 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, 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.
5. The approval granted hereunder is conditional upon Jonathan J. Zimmerman, President, Jilly's, LLC and the 3 lot certified survey map project for the property located at 5450 West Rawson Avenue: (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.
6. The applicant shall provide the or maintain cross-access easements to be used at the point in time when the adjacent parcel undergoes redevelopment that would facilitate the completion of the connection for both pedestrian and vehicular circulation, as required by the standards of OL-2 General Business Overlay (§15-3.0306C). The city may require a letter of credit as surety (§15-3.0306C 2.).
7. The applicant must obtain a Land Division Variance from the standards of §15-5.0106 C. requiring a minimum of 60 feet frontage along a public street prior to recording of the Certified Survey Map.
8. The applicant must provide an access easement for the private road prior to the recording of the Certified Survey Map.
9. The applicant must resolve any technical corrections required by the Engineering or Planning Department, or the City Attorney's Office prior to the recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Devo Properties/Rawson LLC, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above

JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY’S, LLC – CERTIFIED SURVEY
MAP
RESOLUTION NO. 2023-_____

Page 3

conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Devo Properties/Rawson LLC, 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 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:

Stephen R. Olson, Mayor

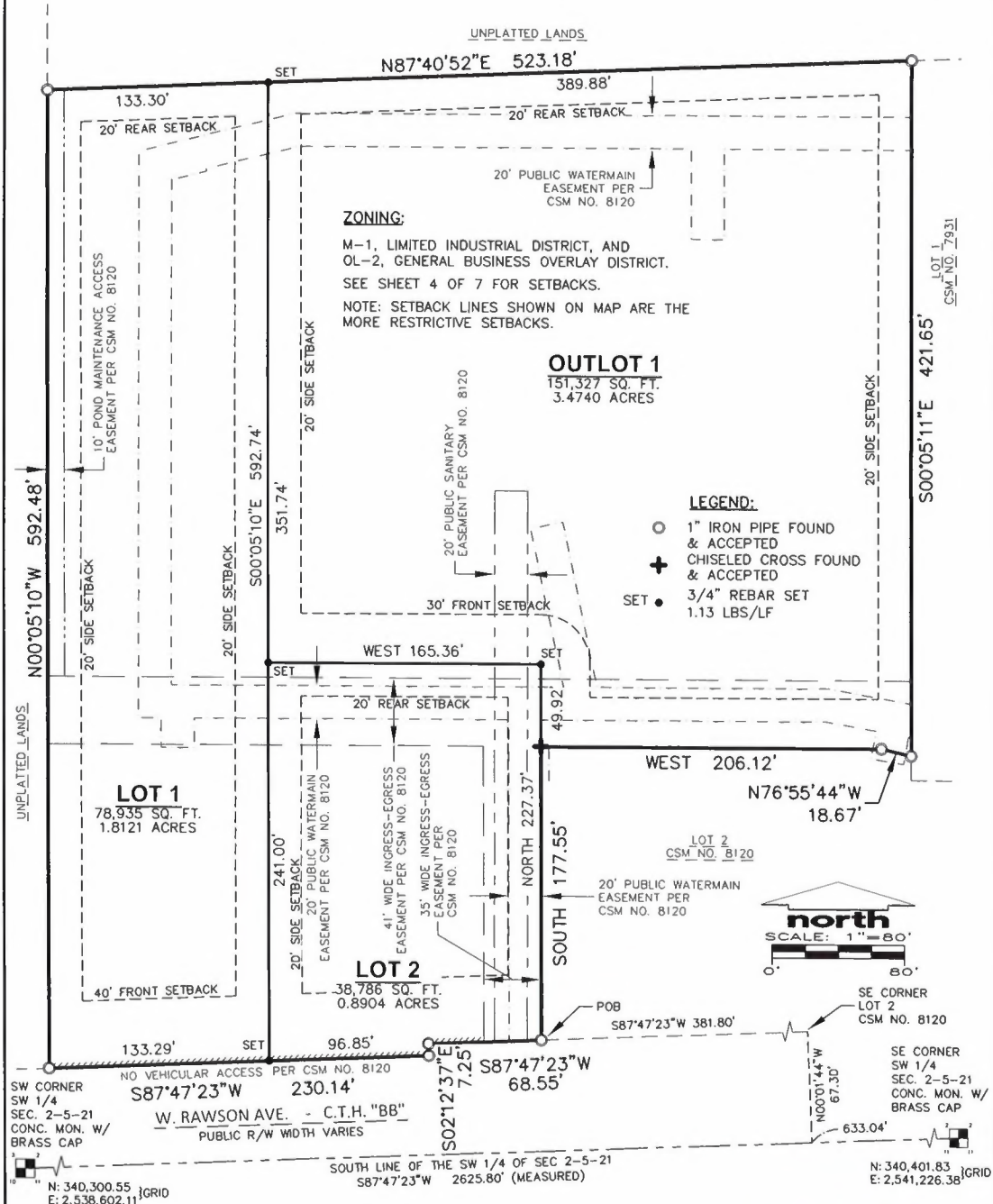
ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8120, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



BEARING BASIS:

ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, WAS USED AS SOUTH 87°47'23" WEST.
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.
 ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

NOTE:

CERTIFIED SURVEY MAP NO. 8120 RECORDED ON DEC. 12, 2008 AT MILWAUKEE CO. REGISTER'S OFFICE AS DOC. NO. 09679892.
SURVEYED FOR:
 DEVO PROPERTIES/RAWSON LLC
 138 BUNTROCK AVE.
 THEINVILLE, WI 53092
SURVEYED BY:
 JSD PROFESSIONAL SERVICES INC
 W238N1610 BUSSE RD., STE. 100
 WAUKESHA, WI 53188



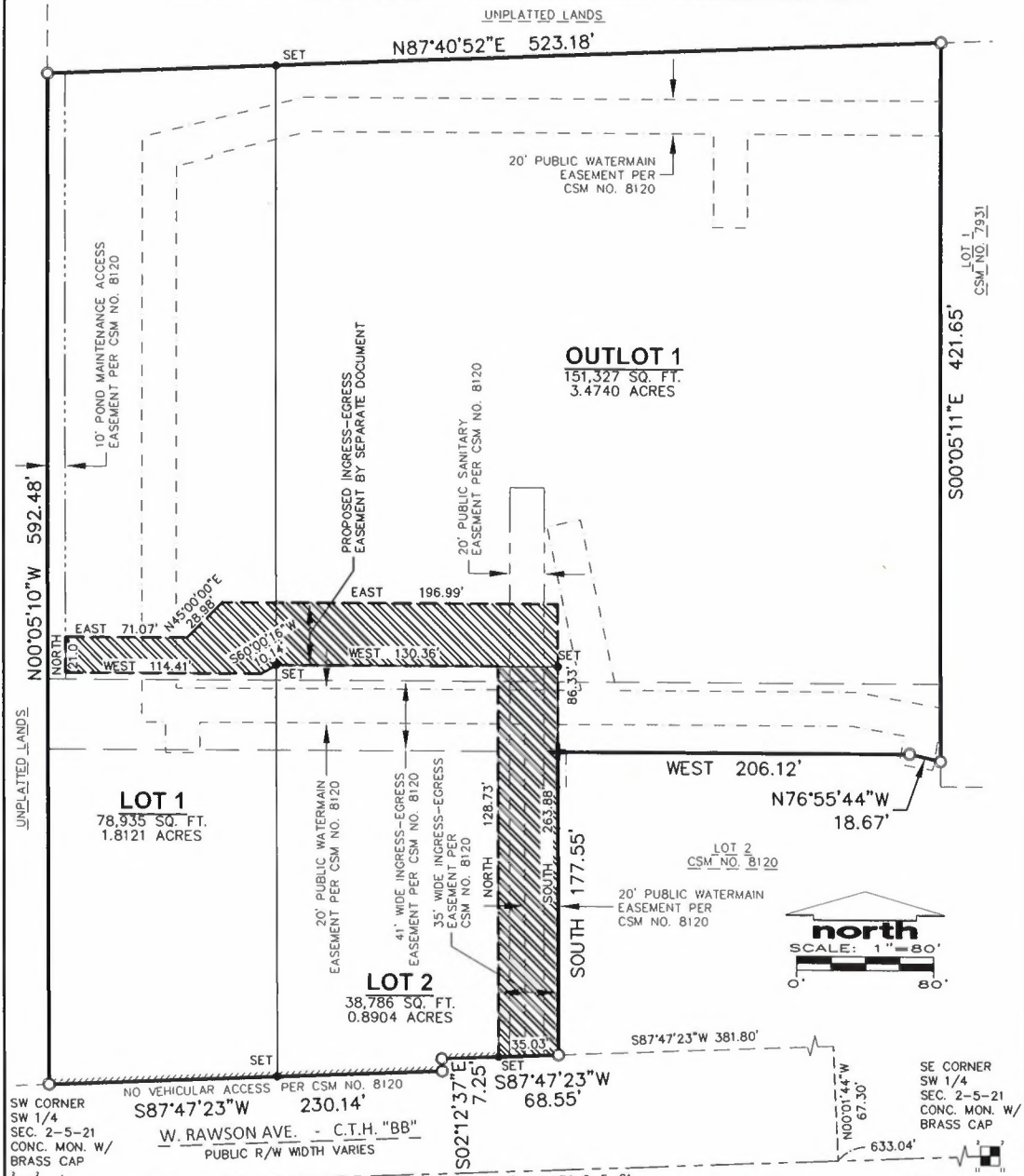
DATED THIS ____ DAY OF FEBRUARY, 2023
 THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

R:\2022\2211935\DWG\22-11935_CSM.dwg

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8120, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

PROPOSED INGRESS-EGRESS ACCESS EASEMENT DETAILS



SW CORNER
SW 1/4
SEC. 2-5-21
CONC. MON. W/
BRASS CAP

NO VEHICULAR ACCESS PER CSM NO. 8120
S87°47'23"W 230.14'
W. RAWSON AVE. - C.T.H. "BB"
PUBLIC R/W WIDTH VARIES

SOUTH LINE OF THE SW 1/4 OF SEC 2-5-21
S87°47'23"W 2625.80' (MEASURED)

SE CORNER
SW 1/4
SEC. 2-5-21
CONC. MON. W/
BRASS CAP

N: 340,401.83
E: 2,541,226.38

N: 340,300.55
E: 2,538,602.11



W. RAWSON AVE.
VICINITY MAP
SW 1/4 SEC. 2-5-21
SCALE: 1"=2000'

LEGEND:
[Hatched Box] PROPOSED INGRESS-EGRESS EASEMENT FOR THE BENEFIT OF LOT 1 AND OUTLOT 1 OF THIS CSM

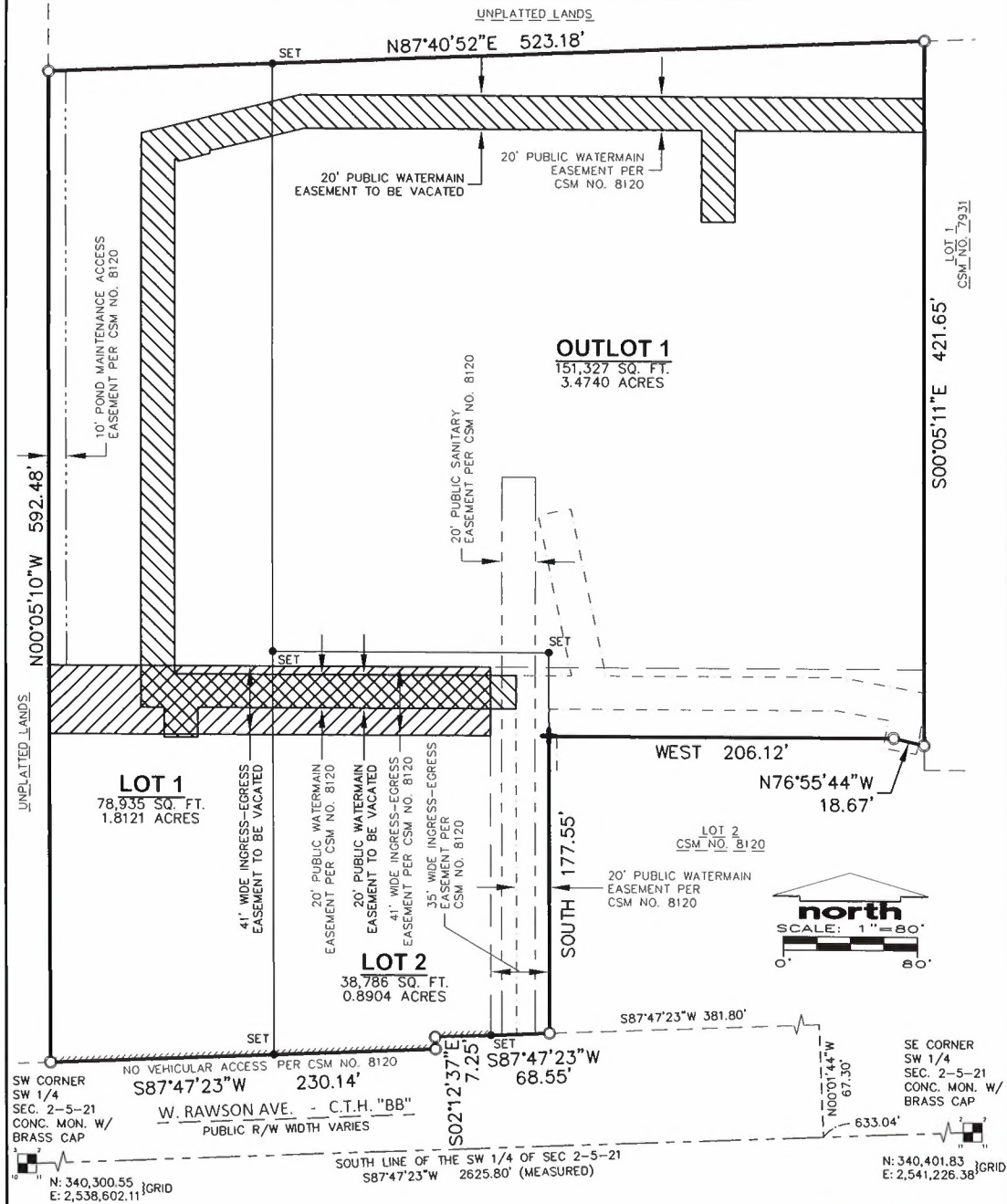


DATED THIS _____ DAY OF FEBRUARY, 2023
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

R:\2022\2211936\DWG\22-11936_CSM.dwg

CERTIFIED SURVEY MAP No.
 BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8120, LOCATED IN THE SOUTHEAST 1/4 OF THE
 SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

PROPOSED EASEMENT VACATION DETAILS



NOTE:

REMAINING EXISTING EASEMENTS
 (NOT VACATED) TO FOLLOW THE
 PREVIOUSLY RECORDED TERMS
 AND CONDITIONS.

LEGEND:

- 20' PUBLIC WATERMAIN
EASEMENT TO BE VACATED
- 41' WIDE INGRESS-EGRESS
EASEMENT TO BE VACATED



DATED THIS _____ DAY OF FEBRUARY, 2023
 THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

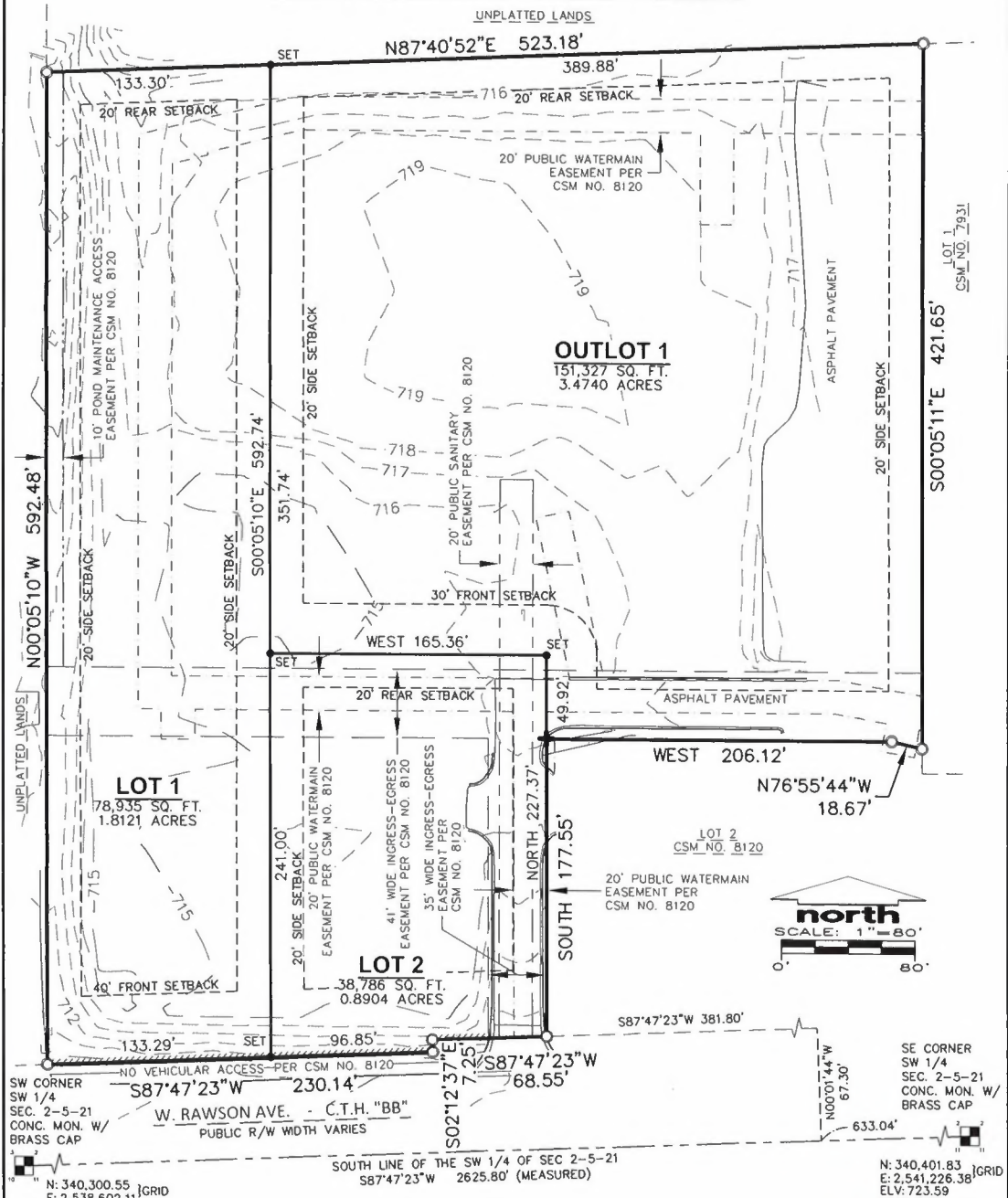
SHEET 3 OF 7

R:\2022\2211936\DWG\22-11936_CSM.dwg

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8120, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

EXISTING CONTOURS AND PLANIMETRICS



SW CORNER SW 1/4 SEC. 2-5-21 CONC. MON. W/ BRASS CAP
 N: 340,300.55 1GR1D
 E: 2,538,602.11
 ELV: 707.71
 (NGVD29)

NOTES:

1. CONTOUR BASED ON FIELD SURVEY ON OCTOBER 10, 2022 BY JSD PROFESSIONAL SERVICES, INC.
2. HORIZONTAL DATUM IS BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE (NAD-27), AND ALL BEARINGS ARE REFERRED TO GRID NORTH.
3. VERTICAL DATUM BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
4. LANDS SERVED BY PUBLIC WATER AND SANITARY SEWER.

ZONING:

M-1, GENERAL INDUSTRIAL DISTRICT, AND OL-2, GENERAL BUSINESS OVERLAY DISTRICT.
SETBACKS:
 FRONT YARD: 30' (M-1), 20' (OL-2)
 40' (Sec.15-5.0108)
 SIDE YARD: 20' (M-1), 10' (OL-2)
 REAR YARD: 15' (M-1), 20' (OL-2)
 WETLAND: 50'
 WETLAND BUFFER: 30'
 NOTE: SETBACK LINES SHOWN ON MAP ARE THE MORE RESTRICTIVE SETBACKS.



DATED THIS ____ DAY OF FEBRUARY, 2023
 THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

R:\2022\2211936\DWG\22-11936_CSM.dwg

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8120, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

State of Wisconsin)
) SS
Milwaukee County)

I, Rizal W. Iskandarsjach, Professional Land Surveyor, do hereby certify that I have surveyed, divided, and mapped a redivision of all of Lot 1 of Certified Survey Map No. 8120, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 2; thence South 87°47'23" West along the south line of said Southwest 1/4 section, 633.04 feet; thence North 00°01'44" West, 67.30 feet to the southeast corner of Lot 2 of Certified Survey Map No. 8120 and the north right-of-way line of West Rawson Avenue (C.T.H. "BB"); thence South 87°47'23" West along the south line of said Lot 2 and along said north right-of-way line, 381.80 feet to the southwest corner of said Lot 2 and the point of beginning;

Thence continuing South 87°47'23" West along the said north right-of-way line, 68.55 feet; thence South 02°12'37" East along the said north right-of-way line, 7.25 feet; thence South 87°47'23" West along the said north right-of-way line, 230.14 feet; thence North 00°05'10" West, 592.48 feet; thence North 87°40'52" East, 523.18 feet to the northwest corner of Lot 1 of Certified Survey Map No. 7931; thence South 00°05'11" East along the west line of said Lot 1, 421.65 feet to the west corner of said Lot 1 and the north corner of Lot 2 of Certified Survey Map No. 8120; thence North 76°55'44" West along the north line of said Lot 2, 18.67 feet to a north corner of said Lot 2; thence Due West along the north line of said Lot 2, 206.12 feet to the northwest corner of said Lot 2; thence Due South along the west line of said Lot 2, 177.55 feet to the southwest corner of said Lot 2 and the point of beginning.

Containing in all 269,049 square feet (6.1765 acres) of land, more or less.

All subject to easements and restrictions of record, if any.

That I have made such survey, land division, and map by the direction of DEVO PROPERTIES / RAWSON, LLC owner of said lands.

That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the City of Franklin Unified Development Ordinance in surveying, dividing, dedicating and mapping the same.

DATED THIS ____ DAY OF FEBRUARY, 2023

Rizal W. Iskandarsjach, P.L.S.
Professional Land Surveyor, S-2738



CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8120, LOCATED IN THE SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

DEVO PROPERTIES / RAWSON, LLC, a Wisconsin limited liability company, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the City of Franklin Unified Development Ordinance in surveying, dividing, dedicating and mapping.

_____ (sign) _____ Date
_____ (print)
_____ (title)

State of Wisconsin)
) SS
_____ County)

Personally came before me this ____ day of _____, 2023, the above named _____, _____ of the above named company, to me known to be such _____ of said company, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

_____ (sign)
_____ (print)

Notary Public, _____ County, _____
My Commission Expires _____



R:\2022\2211936\DW\22-11936_CSM.dwg

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8120, LOCATED IN THE SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

This Certified Survey Map is hereby approved by the Common Council of the City of Franklin by Resolution No.
_____ on this _____ day of _____, 2023.

STEPHEN OLSON
Mayor

(date)

KAREN KASTENSON
City Clerk

(date)



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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">03/21/2023</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR THE DEVELOPMENT OF A SINGLE-STORY BUILDING HOUSING OFFICES AND A CAR WASH FACILITY (JILLY'S CAR WASH), WITH ADJACENT PARKING FOR VACUUM STALLS AS WELL AS GENERAL PARKING, THREE SEPARATE PAY STATIONS, LANDSCAPING AND LIGHTING UPON PROPERTY LOCATED AT 5450 WEST RAWSON AVENUE</p> <p style="text-align: center;">(BY JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC, APPLICANT, DEVO PROPERTIES/RAWSON LLC, PROPERTY OWNER)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G 2.</p>

At the March 9, 2023 regular meeting, the Plan Commission carried a motion to recommend approval of this application for a Special Use under Standard Industrial Classification No. 7542, "Carwashes" (which requires a Special Use permit in the M-1 and OL-2 Zoning District), to allow for the development of a single-story building housing offices and a car wash facility (Jilly's Car Wash) (approximately 6,373 square feet including office, car wash bay, mechanical equipment and employee booth), with adjacent parking for vacuum stalls as well as general parking, three separate pay stations, landscaping and lighting, with hours of operation Monday through Saturday, from 7:00 a.m. to 8:00 p.m. and on Sunday, from 8:00 a.m. to 7:00 p.m.

At that same meeting, the Plan Commission adopted a motion to approve a Site Plan for this development.

The Plan Commission report for this item is included with the Council Action request to conditionally approve a 3 Lot Certified Survey Map at this location.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2023-_____, imposing conditions and restrictions for the approval of a Special Use for a Carwash use upon property located at 5400 West Rawson Avenue, (BY JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC, APPLICANT, DEVO PROPERTIES/RAWSON LLC, PROPERTY OWNER)

RESOLUTION NO. 2023-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR THE DEVELOPMENT OF A SINGLE-STORY BUILDING HOUSING OFFICES AND A CAR WASH FACILITY (JILLY'S CAR WASH), WITH ADJACENT PARKING FOR VACUUM STALLS AS WELL AS GENERAL PARKING, THREE SEPARATE PAY STATIONS, LANDSCAPING AND LIGHTING UPON PROPERTY LOCATED AT 5450 WEST RAWSON AVENUE (BY JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC, APPLICANT, DEVO PROPERTIES/RAWSON LLC, PROPERTY OWNER)

WHEREAS, Jonathan J. Zimmerman, President, Jilly's, LLC having petitioned the City of Franklin for the approval of a Special Use (which is contingent upon approval of the concurrent 3 lot Certified Survey Map) to allow for the development of a single-story building housing offices and a car wash facility (Jilly's Car Wash) (approximately 6,373 square feet including office, car wash bay, mechanical equipment and employee booth), with adjacent parking for vacuum stalls as well as general parking, three separate pay stations, landscaping and lighting, with hours of operation Monday through Saturday, from 7:00 a.m. to 8:00 p.m. and on Sunday, from 8:00 a.m. to 7:00 p.m., upon property located at 5450 West Rawson Avenue, zoned M-1 Limited Industrial District and OL-2 General Business Overlay District. The property which is the subject of the application bears Tax Key No. 741-9996-001 and is more particularly described as follows:

A redivision of all of Lot 1 of Certified Survey Map No. 8120, located in the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the southeast corner of the Southwest 1/4 of said Section 2; thence South 87°47'23" West along the south line of said Southwest 1/4 section, 633.04 feet; thence North 00°01'44" West, 67.30 feet to the southeast corner of Lot 2 of Certified Survey Map No. 8120 and the north right-of-way line of West Rawson Avenue (C.T.H. "BB"); thence South 87°47'23" West along said north right-of-way line, 450.35 feet; thence South 02°12'37" East along the said north right-of-way line, 7.25 feet; thence South 87°47'23" West along the said north right-of-way line, 96.85 feet to the point of beginning; Thence continuing South 87°47'23" West along the said north right-of-way line, 133.29 feet; thence North 00°05'10" West, 592.48 feet to the north line of Lot 1 of said Certified Survey Map No. 8120; thence North 87°40'52" East along said north line, 133.30 feet; thence South 00°05'10" East, 592.74 feet to the point of beginning. Containing in all 78,935 square feet (1.8121 acres) of lands, more or less; and

JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY’S, LLC – SPECIAL USE
RESOLUTION NO. 2023-_____

Page 2

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of March, 2023, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that they will not have an undue adverse impact upon adjoining property; that they will not interfere with the development of neighboring property; that they will be served adequately by essential public facilities and services; that they will not cause undue traffic congestion; and that they will not result in damage to property of significant importance to nature, history or the like; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Jonathan J. Zimmerman, President, Jilly’s, LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Jonathan J. Zimmerman, President, Jilly’s, LLC, successors and assigns, for a Jilly’s Car Wash facility use, which shall be developed in substantial compliance with, and operated and maintained by Jonathan J. Zimmerman, President, Jilly’s, LLC, pursuant to those plans City file-stamped _____, 2023 and annexed hereto and incorporated herein as Exhibit A.
2. Jonathan J. Zimmerman, President, Jilly’s, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Jonathan J. Zimmerman, President, Jilly’s, LLC Jilly’s Car Wash facility Special Use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon the Jonathan J. Zimmerman,

JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY’S, LLC – SPECIAL USE
RESOLUTION NO. 2023-_____

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President, Jilly’s, LLC Jilly’s Car Wash facility Special Use for the property located at 5450 West Rawson Avenue: (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.

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

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

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

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

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

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

Passed and adopted at a regular meeting of the Common Council of the City of

JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY’S, LLC – SPECIAL USE
RESOLUTION NO. 2023-_____

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Franklin this _____ day of _____, 2023.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



BRIOHN BUILDING CORPORATION

November 28, 2022

Planning Department – City of Franklin
9229 West Loomis Road
Franklin, WI 53132

RE: Business Operation Plan for Jilly's Car Wash & Response to General Standards, Special Standards, and Considerations

To Whom It May Concern:

Jilly's LLC (the "Developer") is pleased to present Jilly's Car Wash (the "Development") to the City of Franklin (the "City"). The Developer is proposing to build a state-of-the-art facility that will operate an express car wash at the subject site.

Introduction

The property (the "Property") is located north of Rawson Avenue, west of 51st Street; parcel number 7419996001 will be divided to accommodate the Development which is situated on proposed Lot 1. The proposed total site area will be 64,947 square feet (1.4910 acres). The Property is currently zoned M1 with an OL2 overlay, both of which permit a car wash facility as a special use. The Property is currently vacant and the proposed use is for a single-story car wash facility which is approximately 6,373 SF including the office, car wash bay, mechanical equipment, and employee booth.

Business Operations

Jilly's Car Wash ("Jilly's") is an express car wash that allows its customers to experience a clean and dry vehicle in under three minutes. Jilly's wash menu offers multiple options including a single wash or unlimited monthly plan. In an express car wash model, customers do not leave the vehicle and drive their own vehicle through the car wash bay. Upon exiting the wash bay, customers are given the option to park at a vacuum bay to clean the interior of their vehicle themselves. Jilly's customer service exceeds competition by providing the following complimentary services to all customers:

- Free scents and dash wipes provided for all customers
- All vehicles are treated by an employee and hand prepped
- Free use of state-of-the-art central vacuum system for all customers
- Free use of central blower system (to dry hard to reach spots on vehicle) for all customers
- Towels and cleaning supplies provided free of charge for all customers

DESIGN / BUILD
CONSTRUCTION

ARCHITECTURAL
DESIGN

DEVELOPMENT

PROPERTY
MANAGEMENT

Currently, Jilly's has five metro Milwaukee locations: operational washes in Elm Grove, Brookfield, Pewaukee, Glendale and under construction in Mequon. Jilly's expects to employ approximately 15 employees at this location, with a shift maximum of five (5) employees

Hours of operation will be:

- Monday through Saturday – 7:00am to 8:00pm
- Sunday – 8:00am to 7:00pm

Entitlement Strategy & Timeline

The Developer will comply with local approval processes by submitting the Special Use application for Plan Commission recommendation and Common Council approval. Additionally, the Property requires a land division via certified survey map to parcel off a portion of land from the seller. The Developer anticipates receiving municipal approvals early spring, breaking ground immediately, and to be fully operational during fall 2023.

Site Plan

The Development is thoughtfully planned to capitalize on the parcel constraints while being cohesive with neighboring businesses. The building is situated at the west end of the Property with access off Rawson Avenue. Due to the constrained size and configuration of the parcel, the Developer has worked on several iterations of the site plan over the recent past. The current layout is the optimal configuration for building placement, vehicle traffic flow, and pedestrian/customer safety in connection with the existing commerce buildings and remaining vacant land.

The Development incorporates functional design elements based on feedback from employees and customers across the multiple operating locations, including the following:

- Layout The plan shows eight (8) parking stalls which are intended to accommodate employees of Jilly's. There is a maximum of five (5) employees on site at any given time. The plan also shows twenty (20) stalls designed for vacuuming and cleaning vehicles after the wash. The entrance to the wash includes three (3) separate pay stations that will provide stacking for up to twenty-nine (29) vehicles.
- Vacuum Design and Placement Jilly's vacuums are state-of-the-art with all utility connections underground to maintain a clear line of vision. The vacuums have been intentionally placed adjacent to Rawson Avenue to increase customer safety rather than located on the backside of the building.
- Landscaping/Screening The Developer prides themselves on installing and maintaining inviting, quality landscaping around the building and property. Ample landscaping has been designed by a professional landscape architect to adequately screen all mechanical equipment.
- Access The Development will have primary right in/right out access off Rawson Avenue. An existing cross-access easement benefits the Property in connection with the adjacent parcels. The Developer is proposing to vacate the existing cross-access easement and relocate it to the north, approximately 40 feet, to increase site efficiency and safety.

- Signage: A full sign package will be submitted for approval under separate cover, however, the Developer will comply with all Code standards. Attractive signage is proposed on the building, one monument sign along Rawson Avenue, and internal directional signage.
- Lighting: The proposed lighting plan includes parking lot lights and wall packs. The dispersion plan shows the average parking lot illumination level at 3.28 foot-candles. Documentation has also been submitted reflecting the proposed wall packs and parking lot light fixture selections. These fixtures are intended to be full cut-off and zero-degree tilt to comply with the lighting code.

Architecture

The building design includes pre-colored concrete brick and block, aluminum storefront windows, and an asphalt shingled roof. All windows are translucent except for the ones located adjacent to the mechanical room and the upper transoms in the office area. These windows are satin etched to provide security outside of operational hours. The satin etched windows look identical to the translucent windows during daylight but will not permit visual access into the building at nighttime.

The proposed overhead doors are shown to be prefinished insulated steel – color to coordinate with the building colors. There will also be beige vinyl roll up doors with full vision panels in the three center sections (see attached information) that will be located at both overhead door openings such that when the insulated steel doors are open, the roll up doors can close to can keep the heat inside the building during the winter.

Construction

The construction will be completed in one phase. The Developer anticipates breaking ground spring 2023 to be open for business fall 2023.

Conclusion

Jilly's LLC is operated by Jill and Jon Zimmerman, partners of the business, who reside in Milwaukee, WI to operate the local market. The Developer is excited to submit the state-of-the-art Development to the City of Franklin to enhance the car wash experience within the community.

Please do not hesitate to contact me with additional questions. We look forward to collaborating with the City of Franklin on this proposed development.

Thank you,

Caitlin LaJoie
Director of Land Development
clajoie@briohn.com
262-790-0500

Exhibit A – Existing Location Photographs



Jilly's Car Wash – Glendale



Jilly's Car Wash – Glendale



Jilly's Car Wash – Glendale Vacuums

**Exhibit B – Response to General Standards, Special Standards, and Considerations
Per Section 15-3.0701(A), (B), and (C)**

15-3.0701: General Standards for Special Uses.

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

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

RESPONSE: The proposed use (car wash) is consistent with the comprehensive master plan purposes and intent (commercial).

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

RESPONSE: The proposed use (car wash) does not negatively impact the property, or the surrounding area.

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

RESPONSE: The proposed use (car wash) will be constructed of high-quality materials, designed and constructed by credible consultants/subcontractors, and will blend nicely with the adjacent uses.

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

RESPONSE: The proposed use (car wash) will adequately be served by public facilities as needed.

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

RESPONSE: The proposed use (car wash) will not cause undue traffic congestion. Multiple site plan studies were completed to design the most efficient, least impactful layout. Three lanes of vehicle queuing are proposed in order to provide ample vehicle stacking while customers wait to enter the car wash. The right in/right out ingress and egress was designed to minimize traffic congestion to Rawson Avenue as it was mater planned for cross-access use.

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

RESPONSE: The proposed use (car wash) will not result in the destruction, loss, or damage of any natural, scenic, or historical features.

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: The special use (car wash) will conform with applicable regulations of the district (M1 and OL2).

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

RESPONSE: The special use (car wash) is authorized per code under M1 and the development will meet all applicable standards.

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

1. Public Benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

RESPONSE: The proposed use (car wash) is conveniently located next to a high-end grocer, 1.6 miles from an existing car wash and will provide top-tier service to all customers.

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

RESPONSE: The proposed use (car wash) is consistent with the zoning code, comprehensive plan, and future land use.

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

RESPONSE: The Developer worked thoroughly with consultants to complete site due diligence regarding the parcel for scope including reports related to survey, environmental, and geotechnical, and engaged with a local civil engineer, landscape architect, and architect.

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

RESPONSE: The proposed use (car wash) is compatible with the surrounding area and offers a cohesive transition between a high-end grocer and self-storage. The entire building is brick masonry which elevates the standard for surrounding future developments.



BRIOHN

**BUILDING
CORPORATION**

Wednesday, February 22, 2023

City of Franklin – Department of City Development
c/o Marion Ecks
9229 W Loomis Rd
Franklin, WI 53132

Via: Email (mecks@franklinwi.gov)

RE: Jilly's Car Wash – Special Use & Site Plan; CSM Response

Dear Ms. Ecks:

Thank you for providing the Staff Report for the above-mentioned project. We are pleased to respond on behalf of Jilly's LLC (the "Developer"); please see RESPONSES in blue. Revised civil, landscape, architecture, and lighting plans are attached. The CSM comments were jointly reviewed by the Devo Properties LLC (the "Seller") and resubmitted under separate cover.

General Comments

City Attorney's Office

1. Does Jon Zimmerman, applicant, have a middle name?
RESPONSE: Applicant's full name is "Jonathan J. Zimmerman".

Certified Survey Map

Department of City Development

Unified Development Ordinance (UDO) Requirements

The lot is zoned M-1 Limited Industrial (§ 15-3.0309) and OL-2 General Business Overlay (§15-3.0306.C) Districts.

2. The proposed Lots 1 and 3 meet the minimum lot area, depth, and width requirements of these zoning districts.
RESPONSE: Acknowledged.
3. Lot 2 does not meet the lot width requirements for either district. Staff suggests that the lot be revised or designated as an outlot. "Flag Lots" that do not meet the minimum frontage requirements or where access to a public street right-of-way to such lots is by a narrow strip of land, are not permitted (§15-5.0106.K).
RESPONSE: Acknowledged. Please review the BZBA and Fact Findings submittal Briohn Building Corporation submitted on behalf of Devo Properties, LLC.

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4. OL-2 Overlay requires that cross-access for both pedestrian and vehicular circulation be provided between adjacent parcels at the time of any new development or redevelopment. In cases where existing development on adjacent parcels does not allow for the actual construction of connecting driveways, sidewalks, etc. it is to provide the or maintain cross-access easements to be used at the point in time when the adjacent parcel undergoes redevelopment that would facilitate the completion of the connection. The city may require a letter of credit as surety (§15-3.0306.C.2).
RESPONSE: Acknowledged. Lot 3 renamed to Lot 2; Lot 2 renamed to Outlot 1. New Lot 2 extends to the east, with additional ingress-egress easement for the benefit of the Lot 1 and the new Outlot 1.

Certified Survey Map (CSM)

Division 15-7.0700: Certified Survey Map describes the required elements of a CSM:

5. Please be aware that §15-7.0701: General Standards for CSMs, requires that the standards of Part 8: Improvements and Construction be met for all development resulting from this CSM.
RESPONSE: Acknowledged.
6. Please depict zoning setbacks and building lines on the Certified Survey Map (§15-7.0702.B).
RESPONSE: Acknowledged. The CSM has been updated.
 - i. Note that the required setback from an arterial street is 40' (§15-5.0108.B)
 - ii. Include both M1 and OL-2 information on the CSM.
7. Note that the map date and date of any subsequent revisions must be shown on the CSM (§15-7.0702.H)
RESPONSE: Acknowledged.
8. Include the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map (§15-7.0702.M).
RESPONSE: Acknowledged. The CSM has been updated.
9. Comments about required natural resource protection plans are provided below (§15-7.0702.Q).
RESPONSE: Acknowledged.
10. Note that additional information may be required by the City Planner, Plan Commission, City Engineer, or Common Council, in accordance with §15-7.0702.R.

Design Standards for Land Divisions

UDO Division 15-5.0100: Design Standards for Land Divisions governs the arrangement of and access to roads, right-of-way and other infrastructure, and the dimensions of lots and easements.

11. §15-5.0105.B.1 and §15-5.0106.C require a minimum of 60 feet frontage along a public street.
- i. *Lot 2 does not meet this requirement and should be designated as an outlot, obtain a land division variance, or provide a shared access easement that meets the requirement. If designated an outlot, future development of this lot will be required to meet street frontage standards of the UDO.*

RESPONSE: Acknowledged. Lot 3 renamed to Lot 2; Lot 2 renamed to Outlot 1. New Lot 2 extends to the east, with additional ingress-egress easement for the benefit of the Lot 1 and the new Outlot 1. Please review the BZBA and Fact Findings submittal Briohn Building Corporation submitted on behalf of Devo Properties, LLC.

12. Note that for Certified Survey Maps requiring the installation of public improvements, the Subdivider shall enter into a written contract ("Subdivider's Agreement") prior to approval of the Certified Survey Map (§15-9.0309.F).

RESPONSE: Acknowledged. Please provide Subdivider's Agreement for Developer's review.

Natural Resource Protection Plan

Division 15-4.0100 governs the preservation of natural resources. All development in the City of Franklin shall comply with the natural resource protection standards set forth in Table 15-4.0100, and be described by a Natural Resource Protection Plan (NRPP) as defined by Division 15-7.0200.

13. The NRPP indicates proposed impacts to areas of steep slopes. Impacts in excess of the standards of UDO Part 4 (Division 15-4.0100: Natural Resources) require a Natural Resource Special Exception. Are these slopes naturally occurring or the result of prior grading?

RESPONSE: These slopes are the result of prior grading.

14. Per the requirements of Table 15-4.0100, disturbances to or removal of wetlands or wetland buffer, impacts to floodplain, or to other natural resources protected under this ordinance require a Natural Resource Special Exception.

RESPONSE: Acknowledged; there are no wetlands on the Lot 1 property.

General Planning Comments

15. The applicant may request, in writing, a delay of the review by Plan Commission and Common Council to allow for a resolution to the design requirements and other comments.

RESPONSE: Acknowledged. The Developer has adequately addressed all comments and will proceed with Plan Commission and Common Council review for the next available meetings. The Developer anticipates Plan Commission consideration on March 9, 2023 and Common Council on March 21, 2023 for the respective items.

Engineering Comments

- Specify the datum used (NAD27 or NAD83).
RESPONSE: Acknowledged; the plans have been revised.
- Show the coordinates (N-E) of the section monuments.
RESPONSE: Acknowledged; the plans have been revised.
- Lot 2 must comply with the UDO to be considered buildable lot.
UDO-15-5.0106 Lots:
C. Access. Every lot shall front or abut for a distance of at least 60 feet on a public street as measured at the right-of-way line and, in the case of a cul-de-sac, as measured at the arc.
RESPONSE: Acknowledged. Lot 3 renamed to Lot 2; Lot 2 renamed to Outlot 1. New Lot 2 extends to the east, with additional ingress-egress easement for the benefit of the Lot 1 and the new Outlot 1. Please review the BZBA and Fact Findings submittal Briohn Building Corporation submitted on behalf of Devo Properties, LLC.
- On page 6 of 6, under Common Council Approval, insert the phrase “by Resolution No. _____” after the City of Franklin.
RESPONSE: Acknowledged; the plans have been revised.

Suggestion:

For the lot 2 to be buildable, eliminate the proposed lot 3, and utilize the existing opening approved by the Milwaukee County, then create a shared access easement to access Lot 1.

Inspection Services Comments

16. Permits are required prior to construction.
RESPONSE: Acknowledged.

Milwaukee County

Milwaukee County Register of Deeds Comment Letter is attached.
RESPONSE: Received. Per Milwaukee County Register of Deeds letter dated 1/20/23, there were no comments and the review fee was paid.

Special Use and Site Plan

Department of City Development

General Planning Comments

Comments are provided for the application for a Special Use and Site Plan for Jilly's Car Wash, proposed to be located on the future Lot 1 of the land division requested by CSM above.

17. Future developments on proposed Lots 2 and 3 require separate permitting.
RESPONSE: Acknowledged.

18. How many employees work out of this site?
RESPONSE: A maximum of five (5) employees per shift, with approximately 15 on staff.

Unified Development Ordinance (UDO) Requirements

The lot is zoned M-1 Limited Industrial (§ 15-3.0309) and OL-2 General Business Overlay (§15-3.0306.C) Districts.

19. The proposed structure meets the setback requirements of the OL-2 zoning district. Review comments will be provided for the requirements of that district.

RESPONSE: Acknowledged.

20. Carwashes (SIC Code 7542) require Special Use approval in both M-1 Limited Industrial and OL-2 General Business Overlay Districts.

RESPONSE: Acknowledged.

Special Use:

21. The applicant has provided required responses. The application complies with the standards of §15-3.0701: General Standards for Special Uses.

RESPONSE: Acknowledged.

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

RESPONSE: Acknowledged. The Developer has adequately addressed all comments and will proceed with Plan Commission and Common Council review for the next available meetings. The Developer anticipates Plan Commission consideration on March 9, 2023 and Common Council on March 21, 2023 for the respective items.

Site Plan

Site Plan Applications must meet the general principles and standards of review under Division §15-7.0100.

23. The proposed structure meets the setback requirements of the OL-2 (§15-3.0306.C) zoning district. Review comments will be provided for the requirements of that district (§15-7.0102.B).

RESPONSE: Acknowledged.

i. Note that §15-5.0108 requires an increased setback of 40' along arterial streets and highways.

24. Sign location and dimensions require separate permitting. While the planned location of the proposed monument sign should be shown, the site plan review does not constitute approval of the location of the sign or the sign itself.

RESPONSE: Acknowledged. The sign package will be submitted under separate cover for review and permitting. All signage included with this Plan Commission

submittal, while a close estimate to the proposed signage, is conceptual and for discussion purposes only.

25. The proposed use is consistent with the zoning and Comprehensive Master Plan intent for the district (§15-7.0102.M).

RESPONSE: Acknowledged.

26. The applicant has provided the required information on the Natural Resource Protection Plan (NRPP) (§15-7.0201), as part of the application for a Certified Survey map. See Natural Resource Protection Plan comments for the CSM.

RESPONSE: Acknowledged.

27. Buferyards (§15-7.0102.H) are not required between this and the immediately adjacent properties, as they share the same zoning (15-5.0301.D).

RESPONSE: Acknowledged.

28. The dumpster location is very prominent on the site. Staff recommends relocating it to a less visible location (§15-7.0102.K).

RESPONSE: Due to the lot configuration and efficient layout, the dumpster location remains in the same general location. The placement of the dumpster was shifted inward to increase turning movement ability while remaining easily accessible. This location mitigates any potential congestion with customer vehicles.

i. Please depict the setback of the enclosure from the property line.

RESPONSE: Acknowledged; setback lines have been included

Please provide the following required information on the site plan (§15-7.0103), and respond to any questions.

29. Please depict the setbacks of structures on the overall site plan (§15-7.0103.M)

RESPONSE: Acknowledged; setback lines have been included.

30. The applicant has provided a Lighting Plan as required by §15-7.0103.W. The proposed plan meets the of Division 15-5.0400 Lighting Standards.

RESPONSE: Acknowledged.

31. The landscape plan exceeds the quantity of required plantings per parking space under §15-5.0302. This calculation included vacuum bays.

RESPONSE: Acknowledged.

32. Note that the Landscape Plan must conform to the requirements of §15-5.0303 General Landscape Requirements regarding installation and maintenance.

RESPONSE: Acknowledged.

i. Is an irrigation system provided (§15-5.0303.D)?

RESPONSE: No, an irrigation system is not provided.

Fire Department Comments

33. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
RESPONSE: Acknowledged.
34. Pre-existing fire alarm and fire sprinkler systems shall be maintained in compliance with relevant code.
RESPONSE: Acknowledged.
35. Fire Extinguisher placement as per NFPA 10.
RESPONSE: Acknowledged.
36. Fire Department Connection (FDC), and hydrant placement and density must be acceptable to AHJ (applies to new construction).
RESPONSE: Acknowledged.
37. At no time may any Hazardous, Combustible, or Flammable Materials exceed allowable quantities.
RESPONSE: Acknowledged.
38. Master Key set required for placement in Knox Box (if required).
RESPONSE: Acknowledged; a master key will be provided in the Knox Box.
39. Permitting and submittal instructions for fire protection system review and inspection can be found at:
<https://www.franklinwi.gov/Departments/Fire.htm>
RESPONSE: Acknowledged.

Engineering Comments

For Special Use - Review:

The following conditions must be resolved before recommending its approval:

- Comments on the land division. See CSM review.
RESPONSE: Acknowledged.
- Document vacating the 41-ft wide ingress-egress easement and the 20-ft wide public water main easement.
RESPONSE: Acknowledged. Please provide the City public water agreement template.
- Document for a new shared access easement (for lot 1).
RESPONSE: Acknowledged. Please provide the City shared access agreement template.

Engineering review aspects:

- Must follow approved storm water management plan for the development (81% impervious surface or less). The retention pond for the site should be resurveyed to show that it still conforms with the approved storm water management plan for the development. Please submit for engineering and storm water management plan

review <https://www.franklinwi.gov/Departments/Engineering-Public-Works/Engineering/Forms.htm>.

RESPONSE: Acknowledged. The outstanding survey field work related to the stormwater pond will be completed as soon as possible, weather permitting. Upon survey completion, construction documents for the pond will be submitted for review and approval.

- Must submit a complete set of engineering plans for review.

RESPONSE: Acknowledged. A complete set of plans will be submitted to engineering for review and approval.

We look forward to continuing to work with the City of Franklin on the review and approval of Jilly's Car Wash. Please do not hesitate to contact me with any questions or comments.

Thank you,

Caitlin LaJoie | Director of Land Development
clajoie@briohn.com | 262-307-8792

PROPOSED:

JILLY'S CAR WASH

51ST & RAWSON AVENUE
FRANKLIN, WISCONSIN



TITLE SHEET

SHEET NO.

PROPOSED:
JILLY'S CAR WASH
51ST & RAWSON AVENUE
FRANKLIN, WI

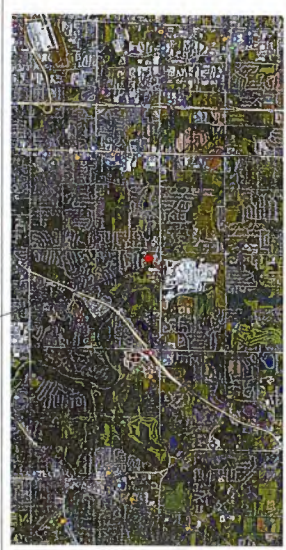


SHEET INDEX

1	GENERAL	SEE SHEET
2	CONTRACT	SEE SHEET
3	NOTES	SEE SHEET
4	GENERAL NOTES	SEE SHEET
5	PROPOSED ARCHITECTURAL SITE PLAN	SEE SHEET
6	PROPOSED CIVIL ENGINEERING	SEE SHEET
7	PROPOSED ELECTRICAL	SEE SHEET
8	PROPOSED MECHANICAL	SEE SHEET
9	PROPOSED PLUMBING	SEE SHEET
10	PROPOSED ROOFING	SEE SHEET
11	PROPOSED SIGNAGE	SEE SHEET
12	PROPOSED LANDSCAPE ARCHITECTURE	SEE SHEET
13	PROPOSED PAVING	SEE SHEET
14	PROPOSED UTILITIES	SEE SHEET
15	PROPOSED CONSTRUCTION	SEE SHEET
16	PROPOSED TRAFFIC	SEE SHEET
17	PROPOSED EROSION CONTROL	SEE SHEET
18	PROPOSED LIGHTING	SEE SHEET
19	PROPOSED SECURITY	SEE SHEET
20	PROPOSED FENCE	SEE SHEET
21	PROPOSED SIGNAGE	SEE SHEET
22	PROPOSED SIGNAGE	SEE SHEET
23	PROPOSED SIGNAGE	SEE SHEET
24	PROPOSED SIGNAGE	SEE SHEET
25	PROPOSED SIGNAGE	SEE SHEET
26	PROPOSED SIGNAGE	SEE SHEET
27	PROPOSED SIGNAGE	SEE SHEET
28	PROPOSED SIGNAGE	SEE SHEET
29	PROPOSED SIGNAGE	SEE SHEET
30	PROPOSED SIGNAGE	SEE SHEET

PLAN COMMISSION RESUBMITTAL FEBRUARY 20, 2023

OWNER:	GENERAL CONTRACTOR:	ARCHITECT:	STRUCTURAL ENGINEER:
ALD. J. J. LALIC COMMUNITY DEVELOPMENT 11100 W. WISCONSIN AVE. FRANKLIN, WI 53120 PH: 708.780.1000 WWW.CITYOFFRANKLIN.WI.GOV	BECK & BROS. CONSTRUCTION 11100 W. WISCONSIN AVE. FRANKLIN, WI 53120 PH: 708.780.1000 WWW.BECKANDBROS.COM	BECK & BROS. ARCHITECTS 11100 W. WISCONSIN AVE. FRANKLIN, WI 53120 PH: 708.780.1000 WWW.BECKANDBROS.COM	BECK & BROS. ENGINEERS 11100 W. WISCONSIN AVE. FRANKLIN, WI 53120 PH: 708.780.1000 WWW.BECKANDBROS.COM
CIVIL ENGINEER:	LANDSCAPE DESIGNER:		
BECK & BROS. ENGINEERS 11100 W. WISCONSIN AVE. FRANKLIN, WI 53120 PH: 708.780.1000 WWW.BECKANDBROS.COM	BECK & BROS. LANDSCAPE ARCHITECTS 11100 W. WISCONSIN AVE. FRANKLIN, WI 53120 PH: 708.780.1000 WWW.BECKANDBROS.COM		



PROJECT BUILDING INFORMATION:

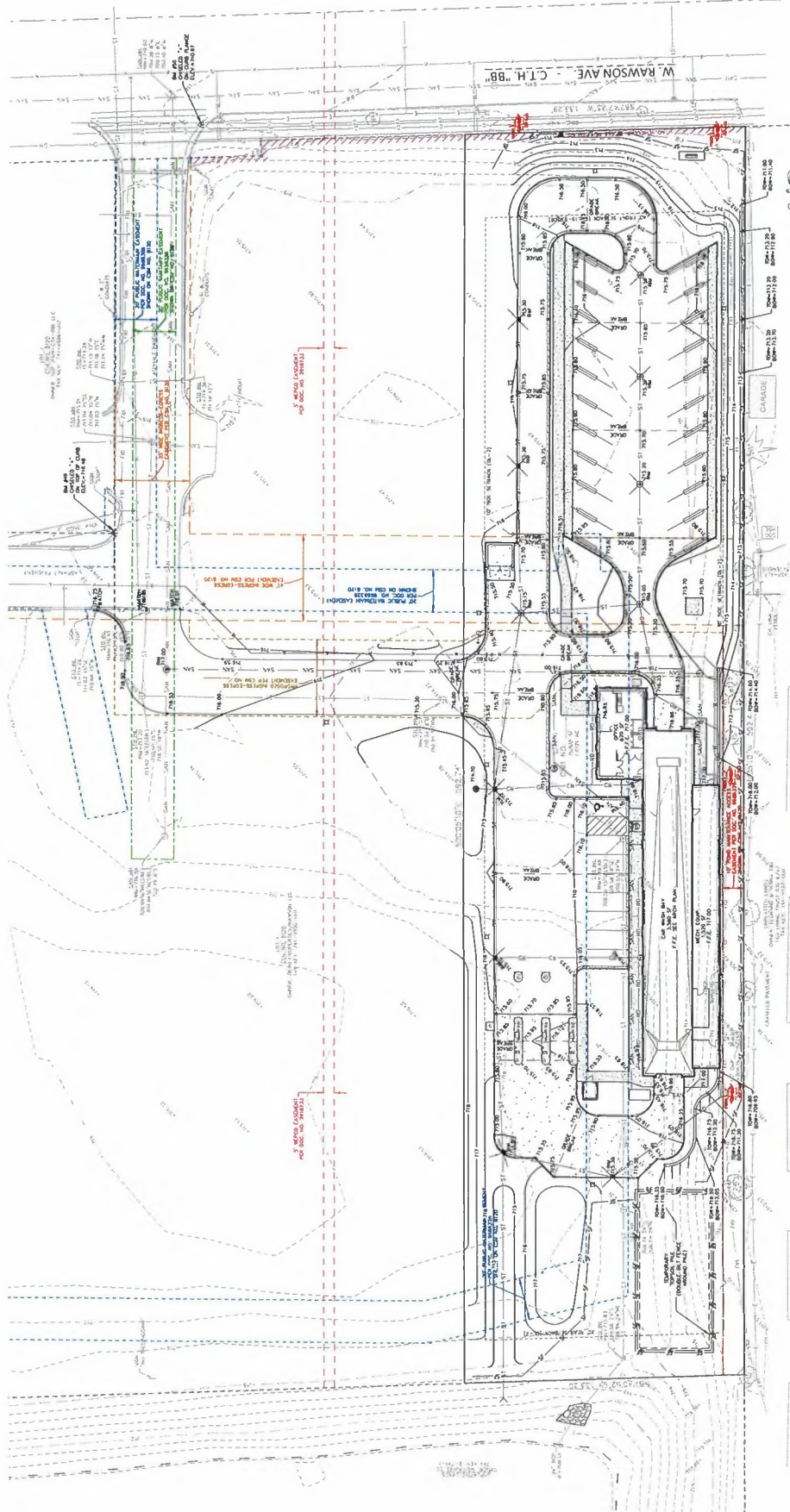
ADDRESS:	PERMITS:	DATE:	SCALE:
51ST & RAWSON AVENUE, FRANKLIN, WI 53120	1. PERMITS (PLUMBING, MECHANICAL, ELECTRICAL, ROOFING, SIGNAGE, PAVING, UTILITIES, CONSTRUCTION)	2023.02.20	AS SHOWN
OWNER:	PROJECT:	DATE:	SCALE:
ALD. J. J. LALIC	JILLY'S CAR WASH	2023.02.20	AS SHOWN
ARCHITECT:	PROJECT NO.:	DATE:	SCALE:
BECK & BROS. ARCHITECTS	2023.02.20	2023.02.20	AS SHOWN
STRUCTURAL ENGINEER:	PROJECT NO.:	DATE:	SCALE:
BECK & BROS. ENGINEERS	2023.02.20	2023.02.20	AS SHOWN
CIVIL ENGINEER:	PROJECT NO.:	DATE:	SCALE:
BECK & BROS. ENGINEERS	2023.02.20	2023.02.20	AS SHOWN
LANDSCAPE DESIGNER:	PROJECT NO.:	DATE:	SCALE:
BECK & BROS. LANDSCAPE ARCHITECTS	2023.02.20	2023.02.20	AS SHOWN

T1.1



DATE	11/23/2022
PROJECT	JILLY'S CAR WASH
CLIENT	JILLY'S CAR WASH
SCALE	AS SHOWN
DESIGNER	BRIGGS & BRIGGS
CHECKER	BRIGGS & BRIGGS
APPROVER	BRIGGS & BRIGGS
DATE	11/23/2022

C2.0



CONSTRUCTION SITE SEQUENCING

1. DEMOLITION OF EXISTING BUILDING AND STRUCTURES.
2. SITE AND EXISTING UTILITIES, UTILITIES, AND EXISTING STRUCTURES TO REMAIN.
3. EXISTING UTILITIES, UTILITIES, AND EXISTING STRUCTURES TO REMAIN.
4. EXISTING UTILITIES, UTILITIES, AND EXISTING STRUCTURES TO REMAIN.
5. EXISTING UTILITIES, UTILITIES, AND EXISTING STRUCTURES TO REMAIN.
6. EXISTING UTILITIES, UTILITIES, AND EXISTING STRUCTURES TO REMAIN.
7. EXISTING UTILITIES, UTILITIES, AND EXISTING STRUCTURES TO REMAIN.
8. EXISTING UTILITIES, UTILITIES, AND EXISTING STRUCTURES TO REMAIN.
9. EXISTING UTILITIES, UTILITIES, AND EXISTING STRUCTURES TO REMAIN.
10. EXISTING UTILITIES, UTILITIES, AND EXISTING STRUCTURES TO REMAIN.

GRADING NOTES

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES.
2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES.
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8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES.

LEGEND

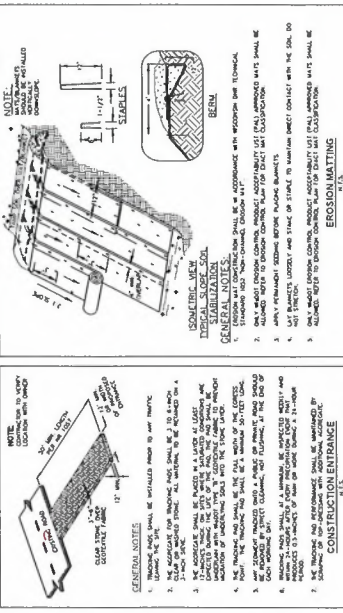
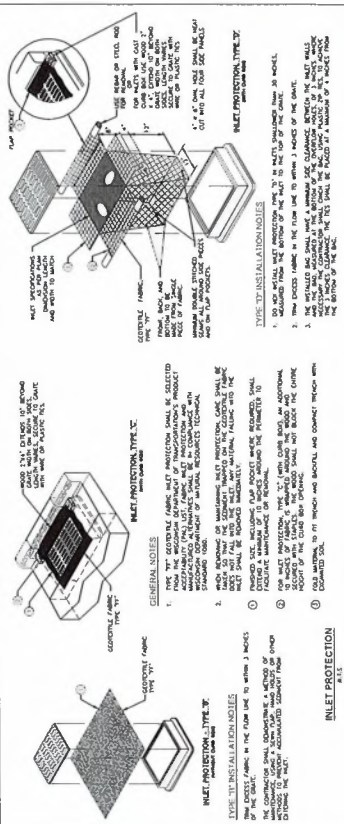
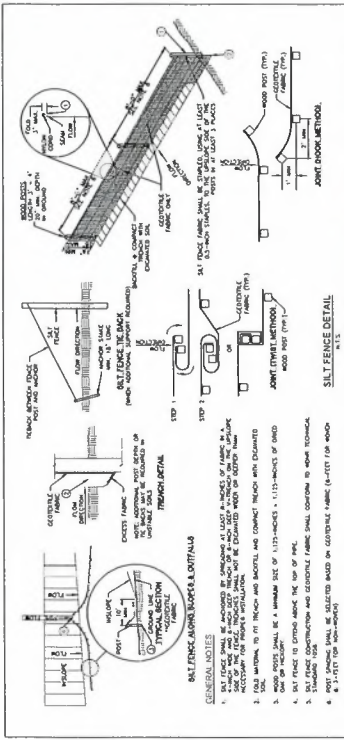
1" = 10'	CONCRETE
2" = 10'	ASPHALT
3" = 10'	GRAVEL
4" = 10'	SOIL
5" = 10'	ROCK
6" = 10'	WOOD
7" = 10'	STEEL
8" = 10'	GLASS
9" = 10'	PLASTER
10" = 10'	PAINT
11" = 10'	CEILING
12" = 10'	FLOORING
13" = 10'	MECHANICAL
14" = 10'	ELECTRICAL
15" = 10'	PLUMBING
16" = 10'	LANDSCAPE
17" = 10'	UTILITIES
18" = 10'	BOUNDARY
19" = 10'	EXISTING
20" = 10'	PROPOSED

JSD
 JILLY'S CAR WASH
 1000 W. WASHINGTON AVE.
 MILWAUKEE, WI 53233
 TEL: 414.224.1100
 WWW.BRIORNDESIGN.COM

BRIGGS & BRIGGS
 1000 W. WASHINGTON AVE.
 MILWAUKEE, WI 53233
 TEL: 414.224.1100
 WWW.BRIORNDESIGN.COM

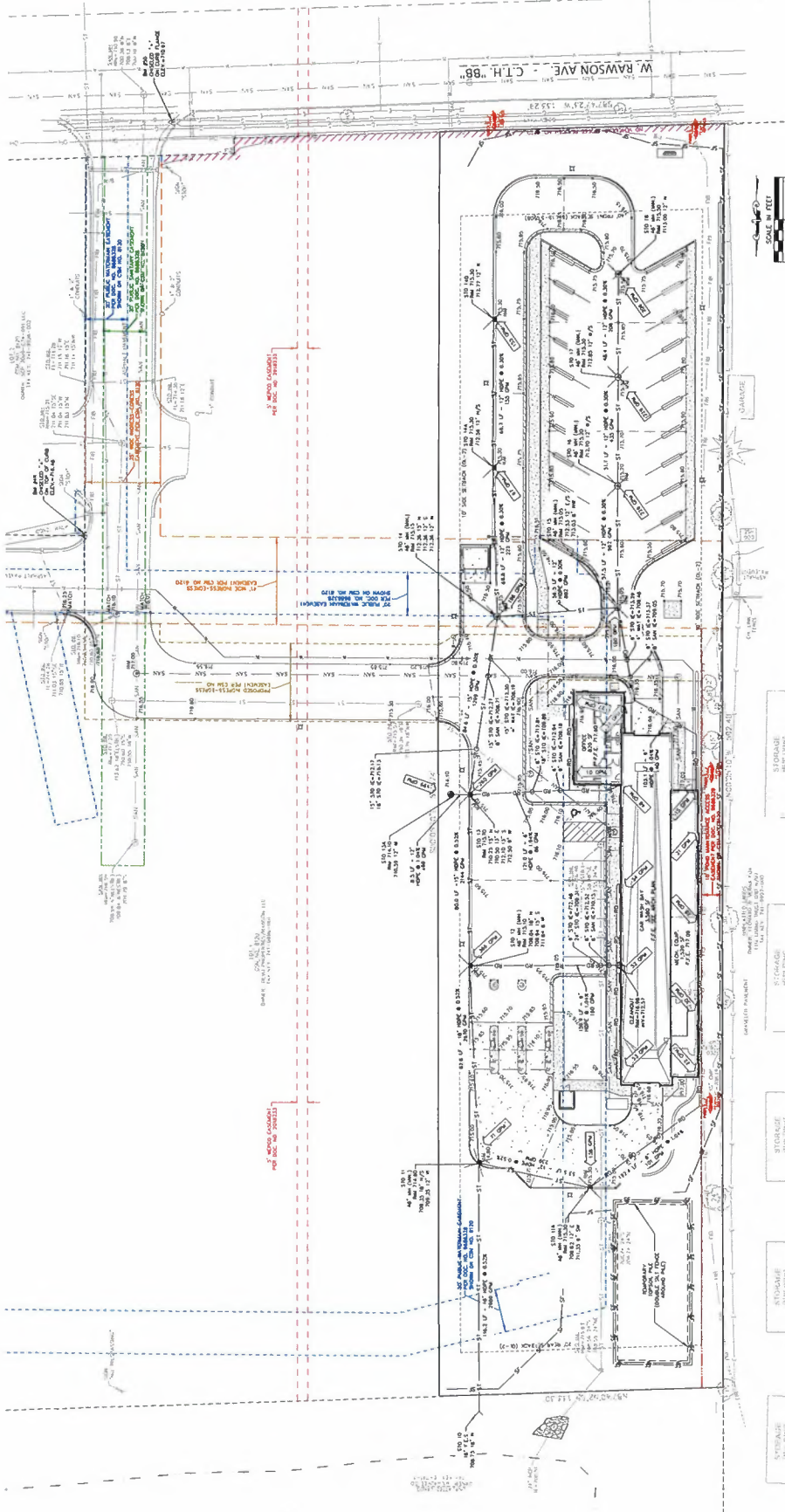


PROJECT NO.	22-02-0001
DATE	02/20/22
SCALE	AS SHOWN
SHEET NO.	1 OF 1
TITLE	CONSTRUCTION



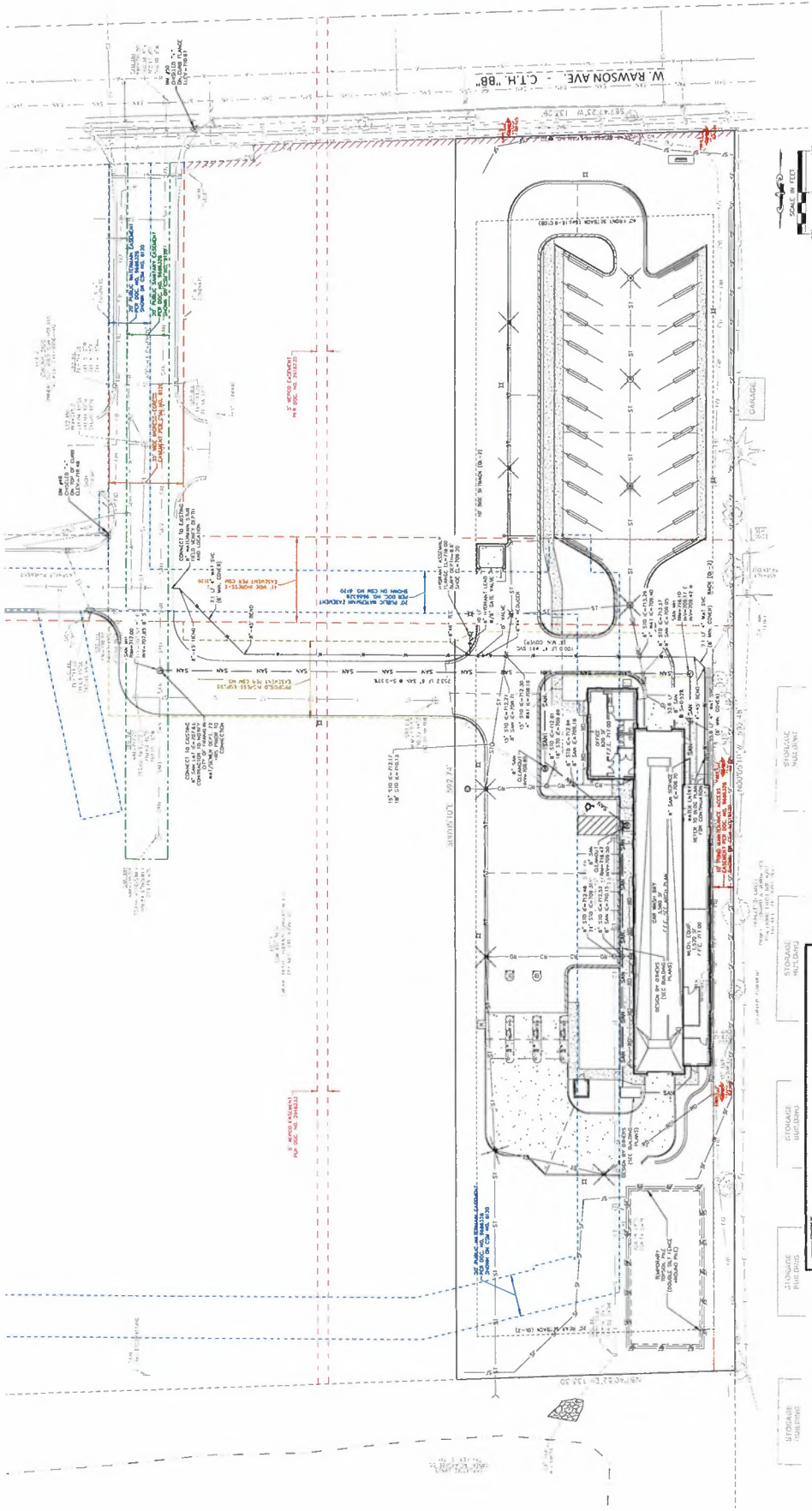
JSD
 JOURNAL SOFTWARE DEVELOPMENT
 1000 W. FRANKLIN, W.
 SUITE 200
 FRANKLIN, WI 53128
 TEL: 262.220.3300
 FAX: 262.220.3301
 WWW.JSDGROUP.COM

DECKERS HOTLINE
 CALL US AT (800) 242-8511
 1000 W. FRANKLIN, W.
 SUITE 200
 FRANKLIN, WI 53128
 TEL: 262.220.3300
 FAX: 262.220.3301
 WWW.DUCKERGROUP.COM



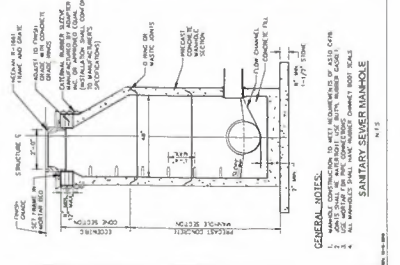
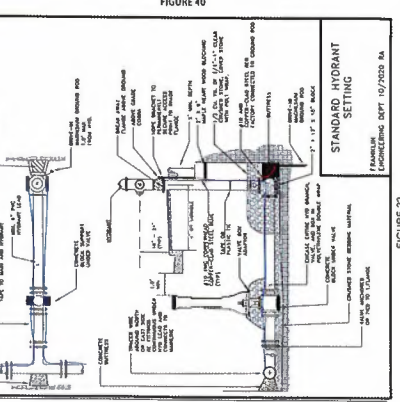
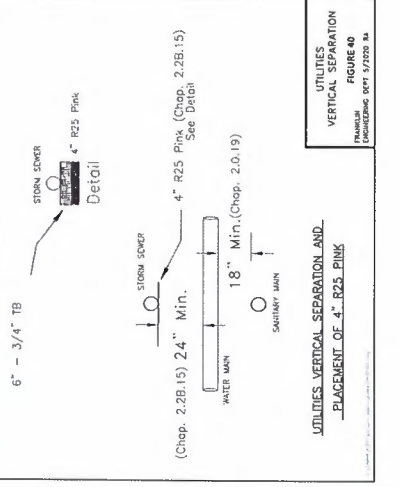
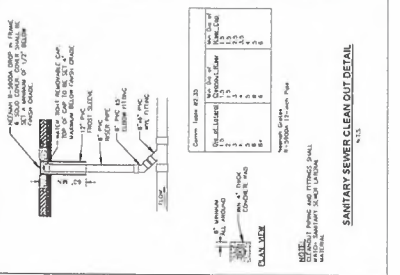
- UTILITY NOTES**
- EXISTING UTILITIES ARE SHOWN IN DASHED LINES AND NEW UTILITIES ARE SHOWN IN SOLID LINES. ALL UTILITIES SHALL BE DEPTHS AS SHOWN UNLESS OTHERWISE NOTED.
 - ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF FRANKLIN, WISCONSIN, STANDARD SPECIFICATIONS FOR UTILITIES, LATEST EDITION.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 18" FROM THE EXTERIOR WALL OF ANY FOUNDATION.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 12" FROM ANY OTHER UTILITIES.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 4" FROM ANY CURB OR DRIVE.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 6" FROM ANY SIDEWALK.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 10" FROM ANY TREE TRUNK.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 2' FROM ANY PROPERTY LINE.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 3' FROM ANY ADJACENT PROPERTY.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 4' FROM ANY POWER LINES.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 6' FROM ANY TELEPHONE LINES.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 8' FROM ANY GAS LINES.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 10' FROM ANY WATER MAINS.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 12' FROM ANY SANITARY SEWERS.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 14' FROM ANY STORM SEWERS.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 16' FROM ANY RAILROADS.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 18' FROM ANY AIRCRAFT OBSTACLES.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 20' FROM ANY HIGHWAYS.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 25' FROM ANY WATERWAYS.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 30' FROM ANY NAVIGATION CHANNELS.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 35' FROM ANY AIRCRAFT OBSTACLES.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 40' FROM ANY HIGHWAYS.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 45' FROM ANY WATERWAYS.
 - ALL UTILITIES SHALL BE INSTALLED AT A MINIMUM 50' FROM ANY NAVIGATION CHANNELS.

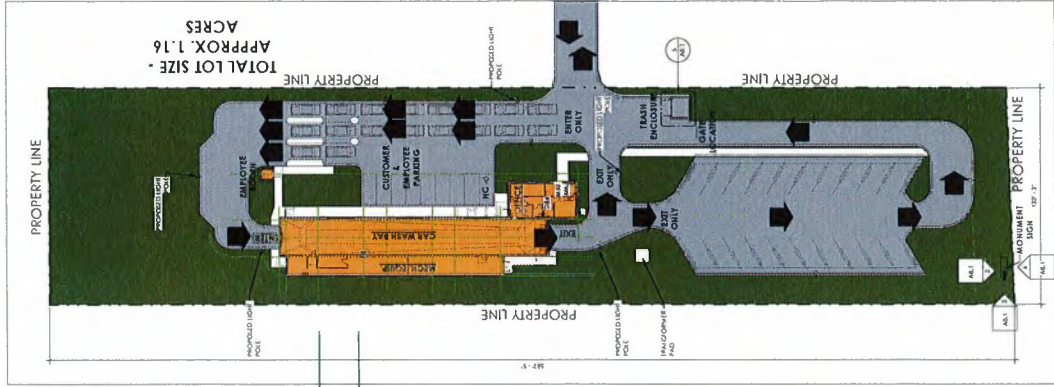




LEGEND

○ SANITARY MANHOLE	— SAN
○ STORM MANHOLE	— S1
○ GAS MANHOLE	— S2
○ WATER MANHOLE	— S3
○ LIGHT POLE	— FB
○ ELECTRIC METER	— M
○ TELEPHONE METER	— T
○ FIRE HYDRANT	— FH
○ CULVERT	— C
○ CONCRETE PILE	— CP
○ REBAR PILE	— RP
○ CURB WALL	— CW

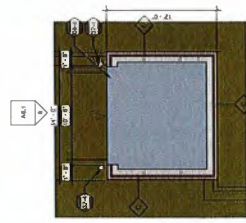




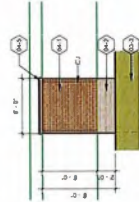
① SITE LAYOUT - FRANKLIN REV.
 1" = 30'-0"

KEYNOTE	DESCRIPTION
001	PRECAST CONCRETE MONUMENT SIGN WITH BRASS LETTERS
002	CONCRETE BLOCK WALL WITH BRASS LETTERS
003	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN
004	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN AND TRASH ENCLOSURE
005	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN AND TRASH ENCLOSURE AND TRASH PICKUP
006	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN AND TRASH ENCLOSURE AND TRASH PICKUP AND TRASH PICKUP
007	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN AND TRASH ENCLOSURE AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP
008	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN AND TRASH ENCLOSURE AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP
009	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN AND TRASH ENCLOSURE AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP
010	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN AND TRASH ENCLOSURE AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP
011	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN AND TRASH ENCLOSURE AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP
012	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN AND TRASH ENCLOSURE AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP
013	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN AND TRASH ENCLOSURE AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP
014	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN AND TRASH ENCLOSURE AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP
015	CONCRETE BLOCK WALL WITH BRASS LETTERS AND SIGN AND TRASH ENCLOSURE AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP AND TRASH PICKUP

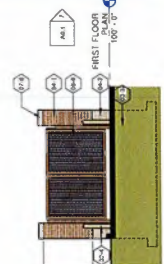
NOT TO SCALE UNLESS OTHERWISE NOTED



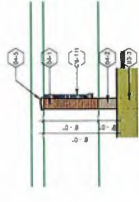
⑤ TRASH ENCLOSURE PLAN
 3/16" = 1'-0"



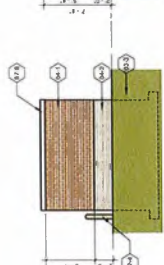
② MONUMENT SIGN (READ - NORTH)
 3/16" = 1'-0"



③ TRASH ENCLOSURE (SIDE - WEST)
 3/16" = 1'-0"



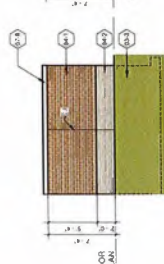
③ MONUMENT SIGN (SIDE - WEST)
 3/16" = 1'-0"



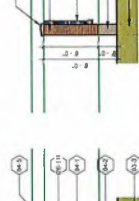
④ TRASH ENCLOSURE (FRONT - SOUTH)
 3/16" = 1'-0"



④ MONUMENT SIGN (FRONT - SOUTH)
 3/16" = 1'-0"



⑦ TRASH ENCLOSURE (WEST)
 3/16" = 1'-0"



⑥ TRASH ENCLOSURE (EAST)
 3/16" = 1'-0"



⑧ TRASH ENCLOSURE (SOUTH)
 3/16" = 1'-0"



⑤ MONUMENT SIGN (FRONT - NORTH)
 3/16" = 1'-0"

NOT TO SCALE UNLESS OTHERWISE NOTED

FIRST FLOOR PLAN
 1/8" = 1'-0"

DATE	11/15/17
SCALE	
PROJECT	JILLYS CAR WASH
DRAWN BY	BRIGGS
CHECKED BY	BRIGGS
DATE	11/15/17
SHEET	

PROPOSED: JILLYS CAR WASH

51ST & RAWSON AVENUE
FRANKLIN, WI

RENDERINGS



AERIAL PERSPECTIVE LOOKING
NORTHWEST
1/4" = 1' = 0"





① JILLYS CAR WASH RENDERING 01
8' x 10'

CONCRETE BRICK - HERITAGE COLLECTION PRE-COLORED - UTILITY SIZE (11 5/8" x 3 5/8" x 3 5/8"



CONCRETE BLOCK - HERITAGE COLLECTION PRE-COLORED - 15 5/8" x 7 5/8" x 3 5/8"



CLEAR ANODIZED STOREFRONT WINDOW WITH THERMALLY BROKEN CLEAR ANODIZED FRAME AND 1" CLEAR AGC LOW E #3 GLASS (TEMPERED WHERE REQUIRED PER CODE)



E4 FASCIA - PRE FINISHED METAL



SOFFIT - PRE FINISHED ALUMINUM SOFFIT PANELS WITH CONTINUOUS VENTS (COLOR TO MATCH FASCIA)



PAINTED HOLLOW METAL SERVICE DOOR AND FRAME (COLOR TO MATCH ADJACENT MASONRY).



PREFINISHED METAL DOWNSPOUT AND GUTTER SYSTEM



EXTERIOR MOUNTED WALL SCONCE



GAF TIMBERLINE GAF TIMBERLINE NATURAL SHADOW ARCHITECTURAL ASPHALT SHINGLES





EXISTING JILLYS - GLENDALE, WI



EXISTING JILLYS - GLENDALE, WI



EXISTING JILLY'S - GLENDALE, WI



EXISTING JILLY'S - GLENDALE, WI



EXISTING JILLY'S - GLENDALE, WI



EXISTING JILLY'S - GLENDALE, WI

10/11/14

PROPOSED:
JILLYS CAR WASH
51ST & RAWSON AVENUE
FRANKLIN, WI

NO. _____	DATE _____
BY _____	DATE _____
CHECKED _____	DATE _____
DATE _____	2013-03-27
SHEET	



EXISTING JILLY'S - PEWAUKEE, WI



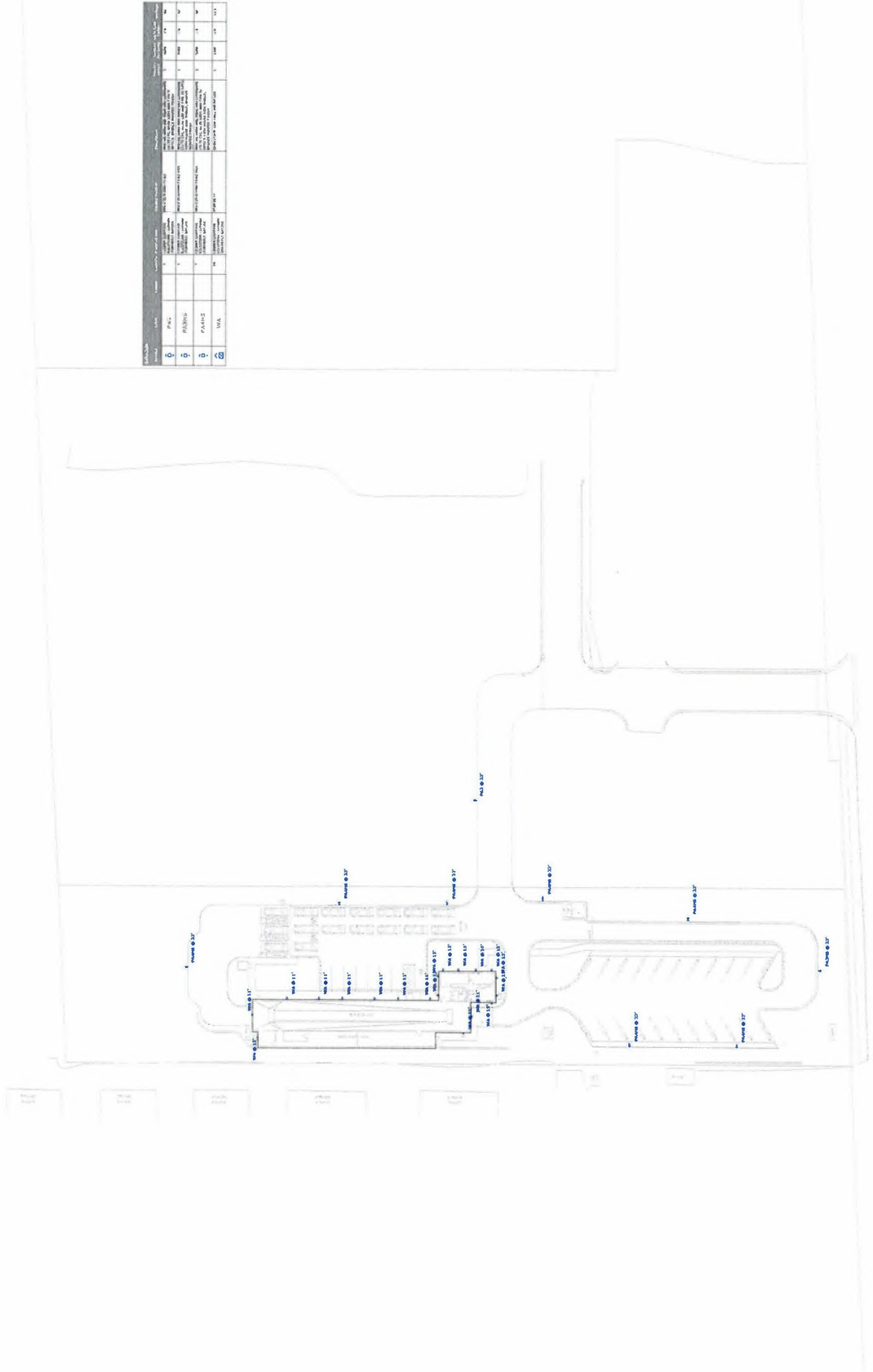
EXISTING JILLY'S - PEWAUKEE, WI



EXISTING JILLY'S - PEWAUKEE, WI



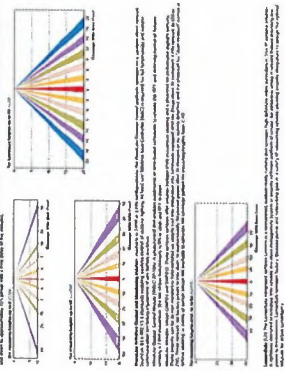
EXISTING JILLY'S - PEWAUKEE, WI



REV	DATE	DESCRIPTION	BY	CHK
0		ISSUED FOR PERMITS		
1		REVISED PER COMMENTS		
2		REVISED PER COMMENTS		
3		REVISED PER COMMENTS		
4		REVISED PER COMMENTS		
5		REVISED PER COMMENTS		
6		REVISED PER COMMENTS		

Lumark **Prerail LED**

Prerail LED is the premier product in the Prerail LED product line. It features a high quality, high performance LED chip that provides superior performance and long life. The Prerail LED is designed for use in a variety of applications, including commercial and industrial lighting. The Prerail LED is available in a variety of colors and beam angles, making it a versatile lighting solution for any application.



Lumark **Prerail LED**

Complete Performance Data

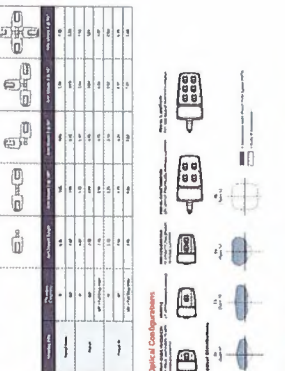
Beam Angle	Beam Diameter (ft)	Beam Area (sq ft)	Beam Length (ft)	Beam Volume (cu ft)	Beam Weight (lb)	Beam Power (W)	Beam Voltage (V)	Beam Current (A)	Beam Efficiency (%)	Beam Life (hrs)	Beam Temp (°C)	Beam Humidity (%)	Beam Dust (µg/m³)	Beam Noise (dB)	Beam Vibration (g)	Beam Shock (g)	Beam Impact (ft-lb)	Beam Corrosion (IP65)	Beam EMI (EMC)	Beam Safety (UL)	Beam Certifications (ETL, CE, RoHS)
10°	1.0	0.087	1.0	0.087	0.087	100	120	0.83	90	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
15°	1.5	0.201	1.5	0.201	0.201	100	120	0.83	85	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
20°	2.0	0.314	2.0	0.314	0.314	100	120	0.83	80	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
25°	2.5	0.427	2.5	0.427	0.427	100	120	0.83	75	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
30°	3.0	0.540	3.0	0.540	0.540	100	120	0.83	70	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
35°	3.5	0.653	3.5	0.653	0.653	100	120	0.83	65	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
40°	4.0	0.766	4.0	0.766	0.766	100	120	0.83	60	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
45°	4.5	0.879	4.5	0.879	0.879	100	120	0.83	55	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
50°	5.0	0.992	5.0	0.992	0.992	100	120	0.83	50	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
55°	5.5	1.105	5.5	1.105	1.105	100	120	0.83	45	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
60°	6.0	1.218	6.0	1.218	1.218	100	120	0.83	40	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
65°	6.5	1.331	6.5	1.331	1.331	100	120	0.83	35	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
70°	7.0	1.444	7.0	1.444	1.444	100	120	0.83	30	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
75°	7.5	1.557	7.5	1.557	1.557	100	120	0.83	25	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
80°	8.0	1.670	8.0	1.670	1.670	100	120	0.83	20	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
85°	8.5	1.783	8.5	1.783	1.783	100	120	0.83	15	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
90°	9.0	1.896	9.0	1.896	1.896	100	120	0.83	10	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS

Beam Angle	Beam Diameter (ft)	Beam Area (sq ft)	Beam Length (ft)	Beam Volume (cu ft)	Beam Weight (lb)	Beam Power (W)	Beam Voltage (V)	Beam Current (A)	Beam Efficiency (%)	Beam Life (hrs)	Beam Temp (°C)	Beam Humidity (%)	Beam Dust (µg/m³)	Beam Noise (dB)	Beam Vibration (g)	Beam Shock (g)	Beam Impact (ft-lb)	Beam Corrosion (IP65)	Beam EMI (EMC)	Beam Safety (UL)	Beam Certifications (ETL, CE, RoHS)
10°	1.0	0.087	1.0	0.087	0.087	100	120	0.83	90	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
15°	1.5	0.201	1.5	0.201	0.201	100	120	0.83	85	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
20°	2.0	0.314	2.0	0.314	0.314	100	120	0.83	80	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
25°	2.5	0.427	2.5	0.427	0.427	100	120	0.83	75	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
30°	3.0	0.540	3.0	0.540	0.540	100	120	0.83	70	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
35°	3.5	0.653	3.5	0.653	0.653	100	120	0.83	65	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
40°	4.0	0.766	4.0	0.766	0.766	100	120	0.83	60	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
45°	4.5	0.879	4.5	0.879	0.879	100	120	0.83	55	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
50°	5.0	0.992	5.0	0.992	0.992	100	120	0.83	50	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
55°	5.5	1.105	5.5	1.105	1.105	100	120	0.83	45	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
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65°	6.5	1.331	6.5	1.331	1.331	100	120	0.83	35	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
70°	7.0	1.444	7.0	1.444	1.444	100	120	0.83	30	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
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80°	8.0	1.670	8.0	1.670	1.670	100	120	0.83	20	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
85°	8.5	1.783	8.5	1.783	1.783	100	120	0.83	15	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
90°	9.0	1.896	9.0	1.896	1.896	100	120	0.83	10	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS

COOPER LIGHTING

Lumark **Prerail LED**

Prerail LED is the premier product in the Prerail LED product line. It features a high quality, high performance LED chip that provides superior performance and long life. The Prerail LED is designed for use in a variety of applications, including commercial and industrial lighting. The Prerail LED is available in a variety of colors and beam angles, making it a versatile lighting solution for any application.

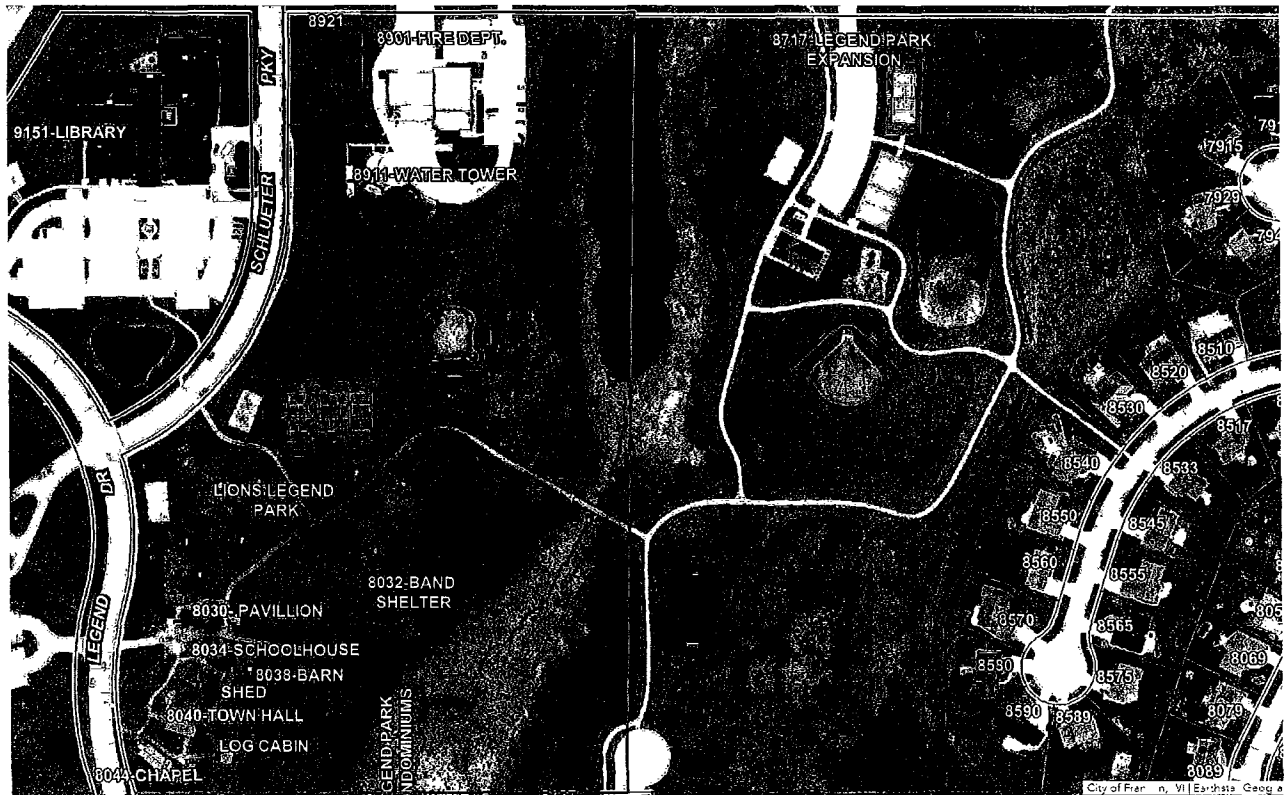


Beam Angle	Beam Diameter (ft)	Beam Area (sq ft)	Beam Length (ft)	Beam Volume (cu ft)	Beam Weight (lb)	Beam Power (W)	Beam Voltage (V)	Beam Current (A)	Beam Efficiency (%)	Beam Life (hrs)	Beam Temp (°C)	Beam Humidity (%)	Beam Dust (µg/m³)	Beam Noise (dB)	Beam Vibration (g)	Beam Shock (g)	Beam Impact (ft-lb)	Beam Corrosion (IP65)	Beam EMI (EMC)	Beam Safety (UL)	Beam Certifications (ETL, CE, RoHS)
10°	1.0	0.087	1.0	0.087	0.087	100	120	0.83	90	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
15°	1.5	0.201	1.5	0.201	0.201	100	120	0.83	85	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
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25°	2.5	0.427	2.5	0.427	0.427	100	120	0.83	75	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
30°	3.0	0.540	3.0	0.540	0.540	100	120	0.83	70	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
35°	3.5	0.653	3.5	0.653	0.653	100	120	0.83	65	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
40°	4.0	0.766	4.0	0.766	0.766	100	120	0.83	60	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
45°	4.5	0.879	4.5	0.879	0.879	100	120	0.83	55	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
50°	5.0	0.992	5.0	0.992	0.992	100	120	0.83	50	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
55°	5.5	1.105	5.5	1.105	1.105	100	120	0.83	45	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
60°	6.0	1.218	6.0	1.218	1.218	100	120	0.83	40	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
65°	6.5	1.331	6.5	1.331	1.331	100	120	0.83	35	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
70°	7.0	1.444	7.0	1.444	1.444	100	120	0.83	30	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
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80°	8.0	1.670	8.0	1.670	1.670	100	120	0.83	20	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
85°	8.5	1.783	8.5	1.783	1.783	100	120	0.83	15	50,000	40	95	0.1	55	0.1	0.1	0.1	IP65	EMC	UL	ETL, CE, RoHS
90°	9.0	1.896	9.0	1.896	1.896	100															

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<p style="text-align: center;">APPROVAL <i>X</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 03/21/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">PARKS COMMISSION RECOMMENDATION TO RENAME LIONS LEGEND II PARK (8717 W. DREXEL AVENUE) AS VERNON BARG PARK</p>	<p style="text-align: center;">ITEM NUMBER G.3.</p>

At the regular meeting of the Parks Commission on December 12, 2022, the Commission discussed the current naming of the City parks known as Lions Legend and Lions Legend II. Lions Legend park is located at 8030 S. Legend Dr. (behind City Hall), and Lions Legend II is located at 8717 W. Drexel Avenue. These parcels appear in the City's GIS as "Lions Legend Park" and "Legend Park Expansion". The duplication of names creates confusion for the community.



The pavilion located in Lions Legend Park is named Lions Legend Pavilion, and the pavilion located in Legend Park Expansion is named Vernon Barg Pavilion.

As a result of this discussion at their meeting, the Parks Commission adopted a motion "to recommend this item is taken to Common Council to officially name Lions Legend II to Vernon Barg. Lions Legend I will be Lions Legend."

Resolution 2010-6634 is a resolution establishing a City buildings, parks and facilities naming policy. Among other requirements of the policy, the Common Council may request the review and recommendation of the Parks Commission for the naming of any public park or park facility. Since the pavilion at this location is

already named Vernon Barg, it has previously met the other criteria of the naming policy.

Fiscal Note

This item was not budgeted for in the 2023 parks budget. New signs and other changes can be incorporated into the 2024 parks budget.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2023-____ a Resolution to rename Lions Legend II Park (8717 W. DREXEL AVENUE) as Vernon Barg Park

And/or

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

Department of City Development. MX

RESOLUTION NO. 2023-_____

A RESOLUTION TO RENAME
LIONS LEGEND II PARK (8717 W. DREXEL AVENUE)
AS VERNON BARG PARK

WHEREAS, there are two parks with the name of Lions Legend Park in the City of Franklin. Lions Legend Park is located at 8030 S. Legend Dr. (behind City Hall), and Lions Legend II is located at 8717 W. Drexel Avenue; and

WHEREAS, the park known as Lions Legend II Park and named Lions Legend Expansion is a duplication of names; and

WHEREAS, the City has a desire to remove this duplication;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the park located at 8717 W. Drexel Avenue be renamed as "Vernon Barg Park".

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:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE March 21, 2023
Reports & Recommendations	A Resolution to Award Painting Exterior of Franklin Historical Society's Franklin Town Hall (8040 S. Legend Drive) to Culver's Painting, LLC for \$10,980	ITEM NO. G.4.

BACKGROUND

The Franklin Historical Society has an April 2020 agreement with the City of Franklin for the maintenance, operations, and ownership of the historical buildings in Lions Legend Park. The Franklin Town Hall at 8040 S. Legend Drive needs repainting and this expenditure was included in the 2023 Budget.

ANALYSIS

The Franklin Historical Society obtained four quotes and based on qualifications, project approach, and price, they have selected Culver's Painting, LLC (Brookfield, WI) who submitted a quote for \$10,980. Note that this quote does not include carpentry work, which is expected.

The agreement (item 4) with the Historical Society notes that the Historical Society is responsible for up to \$2,000 of each repair. The City Budget includes \$11,000 in the Fund 46 Capital Improvement Fund and does not mention offsetting donations. Therefore, a total budget for this project is \$13,000.

Staff discussed this project budget with Finance and it is appropriate to sign a contract with Culver's Painting for \$10,980 and have an allowance for additional carpentry work up to \$2,000 for a total project cost of \$12,980. After the \$2,000 contribution from the Historical Society, the net impact to the City Budget could be as low as \$8,980 if no carpentry work is needed and up to \$10,980 for carpentry allowance.

Culver's Painting does not have the insurance in the City's standard form. The standard form includes \$2 million per occurrence / \$4 million per general aggregate and Culvers provides \$1 million per occurrence / \$2 million for the general aggregate. The standard form includes \$10 million per occurrence for umbrella or excess liability and Culvers provides \$1 million. Staff believes that these limits are acceptable for the proposed work.

OPTIONS

Authorize the enclosed agreement or other direction to Staff.

FISCAL NOTE

As described above, the Historical Society is obligated to pay for \$2,000 of the improvement and the balance of the project would be paid for by the City. \$10,980 (not to exceed net cost to the City) is the quote without any carpentry work, which is expected. The adopted 2023 project budget for 46-0551-5832.5136 is \$11,000 and the purchase order of \$12,980 (total project budget) would include \$2,000 donation from the Historical Society.

RECOMMENDATION

Motion to approve Resolution 2023-_____ a resolution to award painting exterior of Franklin Historical Society's Franklin Town Hall (8040 S. Legend Drive) to Culver's Painting, LLC for \$10,980.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION TO AWARD PAINTING EXTERIOR OF
FRANKLIN HISTORICAL SOCIETY'S FRANKLIN TOWN HALL
(8040 S. LEGEND DRIVE) TO CULVER'S PAINTING, LLC FOR \$10,980

WHEREAS, the Franklin Town Hall historical building at 8040 Legend Drive needs exterior painting; and

WHEREAS, The Franklin Historical Society solicited four quotes for exterior painting of the structure; and

WHEREAS, Culvers Painting, LLC provided the most competitive quote of \$10,980 plus \$90/hour for any carpentry work; and

WHEREAS, the Franklin Historical Society has an agreement with the City of Franklin for funding \$2,000 of significant maintenance projects to the historical buildings in Lions Legend Park.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize an agreement with Culver's Painting, LLC for \$10,980 plus up to \$2,000 of carpentry work for the exterior painting of the Franklin Historical Society's Franklin Town Hall at 8040 S. Legend Drive.

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.

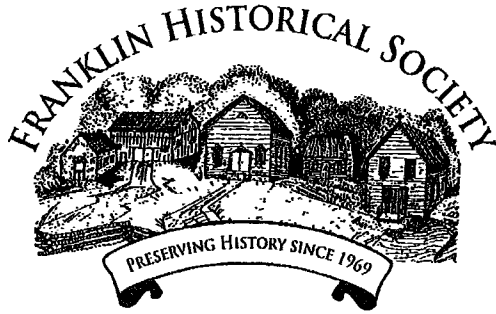
APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



Franklin Historical Society
P.O. Box 320012
Franklin, WI 53132

414-421-6539

March 13, 2023

Glenn,

In 2020 before the city's budget had been developed I approached our then city administrator Peggy about finding funding by the city for the painting of the Franklin Historical Society's Franklin Town Hall, particularly the side of the building facing the chapel is in terrible shape with much of the paint peeling and the other sides starting to do so.

I was able to get four estimates from local painting contractors who not only did the painting but could do replacement of some of the boards doing a proper long time job. I was able to get four and met in person with them. I presented them to Peggy and we agreed that the best choice would be Culver's Painting who the owner Josh Culver came out instead of a salesman.

\$ 10,980.00

The estimate from him was for ~~\$10,908.00~~. A copy of the estimate is attached. Please note one problem is none of the contractors could give an exact estimate on some carpentry work which there will be some but not much. His company was the only one that did not demand a down payment and the only one that did not require a cost of living increase for 2023. The estimate I am giving does not say that it was verbal but I am forwarding you a recent email that states that.

I checked his company out and everything was good and the fact he worked with other municipalities in the past was a plus. This estimate was presented to and approved by the Common Council. I do not know where the funds are coming but I have told it was approved.

Jim

Glenn - The F.H.S is required to pay
\$2,000 of the final cost per
an M.O.U. with the city

J.L.

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and **Culver's Painting, LLC** (hereinafter "CONTRACTOR"), whose principal place of business is **4475 N 124th Street Suite D, Brookfield, WI 53005**

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 **Painting of Exterior of Old Franklin Town Hall**

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

CONTRACTOR shall provide services to CLIENT for **Exterior Painting, Power Washing, Exterior Prep Work, and Carpentry** as described in CONTRACTOR's proposal to CLIENT dated **August 30, 2022**:

- A. 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, for a **lump sum of \$10,980 plus up to \$2,000 at our**

standard billing rates for carpentry work with a not-to-exceed budget of \$12,9890 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 \$12,980. 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. Glen Morrow, City Engineer 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, Josh Culver 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	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 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>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$1,000,000 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 (<i>Must have workers compensation</i>)	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>

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. 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 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. 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 June 1, 2023.

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

CULVER'S PAINTING, LLC

BY: _____

BY: *Alexander Biggam*

PRINT NAME: Stephen R. Olson

PRINT NAME: Alexander Biggam

TITLE: Mayor

TITLE: owner

DATE: _____

DATE: 3/16/23

BY: _____

PRINT NAME: Karen L. Kastenson

TITLE: City Clerk

DATE: _____

BY: _____

PRINT NAME: Tom Bakalarski

TITLE: Interim Comptroller and Treasurer

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____

CULVER'S
PAINTING

4475 North 124th Street | Suite D | Brookfield, Wisconsin 53005
262.724.6837 | service@culverspainting.com | culverspainting.com

RECIPIENT:

Jim Luckey
8060 S Legend Dr
Franklin, WI 53132
Phone: (414) 421-6539

Estimate #8629

Sent on **Aug 30, 2022**

Total \$10,980.00

SERVICE ADDRESS:

8060 S Legend Dr
Franklin, WI 53132

PRODUCT / SERVICE	DESCRIPTION	TOTAL
Exterior of Old Franklin Town Hall	Areas Included: Siding Fascia Soffits Windows Window Frames Doors Door Frames Front Railing and Spindles (exclude floor)	\$10,980.00
Power Wash	Light rinse to clean dirt and dust	\$0.00
Exterior Preparation Work	Caulking where cracked and failed Puttying to small holes Scraping/Sanding where flaking Priming to bare wood High ladder work Clean up paint chips	\$0.00
Paint Included	Color Match Building: Sherwin Williams/Latitude/Flat/2 Coats Railing and Spindles: Sherwin Williams/Latitude/Satin/2 Coats	\$0.00
Carbon	Charged of 200 for materials	200

Total \$10,980.00

Quote valid for 30 days To proceed, sign and return this sheet with your deposit or follow the link in the emailed version

Signature: _____ Date: _____

JUNE 2023 CONSTRUCTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2023

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

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

PRODUCER DEBRUYNE INSURANCE 605 W Main St St Charles, IL 60174-1868	CONTACT NAME Ed Debruyne	FAX (A/C, No.) (630)377-9933	
	PHONE (A/C, No, Ext.) (630)377-7799	E-MAIL ADDRESS ed@debins.com	
INSURED CULVER'S PAINTING, LLC 4475 N 124th St. Suite D Brookfield, WI 53005	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A	Pekin Insurance Company	24228
	INSURER B		
	INSURER C		
	INSURER D		
	INSURER E		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	006129726	7/15/2022	7/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Hired Physical		006129724	7/15/2022	7/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000		006129728	7/15/2022	7/15/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	006129275	7/15/2022	7/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased Equipment		006129726	7/15/2022	7/15/2023	Total Coverage 100000

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


Certificate Holder is an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin 9229 W. Loomis Rd. Franklin, WI 53132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE 
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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE <i>March 21, 2023</i>
Reports & Recommendations	A Resolution for an Agreement with Milwaukee County for Inclusion of City Infrastructure in the W. Forest Home Avenue (CTH OO) Project from Hi View Drive to W. Speedway Drive	ITEM NO. <i>G.5.</i>

BACKGROUND

This item appeared at the February 20, and March 7, 2023 Common Council meetings and was tabled each time. There is another item on the agenda that addresses an agreement with the County- "A Resolution to Enter Agreements with Milwaukee County for Emergency Vehicle Pre-Emption and Lighting Equipment at W. Forest Home Avenue (CTH OO) Intersections with W. St. Martins Road and W. Rawson Avenue (CTH BB)"

Milwaukee County Department of Transportation (MCDOT) is planning a 2023 road reconditioning (not a full reconstruction) project for W. Forest Home Avenue (CTH OO) from W. Jefferson Terrace (Hi View Drive / Muskego city limits) to W. Speedway Drive. The project will be funded under the Local Road Improvement Program (LRIP). In Milwaukee County, sidewalks and off-road bike / multi-use paths are owned and maintained by the local municipality. For a project funded under the LRIP, the decision to include any sidewalk or off-road bike/multi-use paths within the project is up to the local municipality. Any costs associated with the sidewalk or off-road bike/multi-use paths (i.e. concrete, asphalt materials, base aggregate dense, curb ramps, right of way, etc.) would be paid for 100% by the local municipality through a local municipal agreement (LMA).

On May 3, 2022, the Common Council adopted Resolution 2022-7856, a resolution in support of Milwaukee County's reconditioning of W. Forest Home Avenue (CTH OO) from Hi View Drive to W. Speedway Drive to include a multi-use pathway from Hi View Drive to the southern crossing of the existing Franklin Hike-Bike Path.

On August 16, 2022, the Common Council approved Emergency Vehicle Pre-Emption Equipment at W. Forest Home Avenue (CTH OO) and W. St. Martins Road. Common Council also asked that Staff to look for grant funding. No such relevant grant funding was found.

Staff has been working with the County Staff on the entirety of the project and this project will require some modifications to sanitary and water infrastructure.

Milwaukee County has submitted the enclosed Local/County Agreement for the City work described above.

ANALYSIS

Milwaukee County is ready to bid the road project and have provided an estimate for City infrastructure. Staff has taken the list and recategorized the list (including 15% Contingency) into:

<u>Estimate</u>	<u>Category</u>	<u>Fund</u>	<u>2023 Budget</u>
\$94,622.00	Trail	46	\$65,000 (\$40,300 Impact Fees / \$24,700 Net City Funding)
\$41,101.00	Emergency Vehicle Pre-emption	47	\$35,0000 (100% Grant)
\$62,445.00	Sanitary Sewer Utility	61	Sewer Rehab (0731-5841)
\$34,385.00	Water Utility	65	Outside Services (0758-5219)
\$232,553.00	Total All Categories		

OPTIONS

Approve the agreement. Resolutions have already been adopted to give Milwaukee County the commitment to fund the trail portion.

FISCAL NOTE

For the \$94,622 Trail portion, 62% (\$58,665.64) is eligible for Park Impact Fees, leaving the Net City Funding of \$35,956.36. The additional \$18,365 is available in the Park Impact Fee and the additional \$11,256.36 *could be either from Fund Balance or from another trail project, such as the Cascade Trail Design/Construction (budgeted net City Funding of \$39,140).*

For the \$41,101.00 Emergency Vehicle Pre-emption portion, there are no available grant funds. *Staff suggests that Fund Balance is the appropriate account for these funds.*

For the Sanitary Sewer Utility and Water Utility portions of \$62,445.00, \$34,385.00, respectively, the Sewer Rehab fund (61-0731-5841) and Outside Services (65-0758-5219) are the appropriate funds. *No budget amendment is needed at this time, but other needs that arise later this year may require a budget amendment.*

RECOMMENDATION MOTIONS

Motion to adopt Resolution 2023-____ a resolution to enter into an agreement with Milwaukee County for inclusion of City Infrastructure in the W. Forest Home Avenue (CTH OO) project from Hi View Drive to W. Speedway Drive and direct Staff to bring forward a future budget amendment reflecting the desired funding sources.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 -

RESOLUTION TO ENTER INTO AN AGREEMENT WITH MILWAUKEE COUNTY FOR
INCLUSION OF CITY INFRASTRUCTURE IN THE W. FOREST HOME AVENUE
(CTH OO) PROJECT FROM HI VIEW DRIVE TO W. SPEEDWAY DRIVE

WHEREAS, Milwaukee County is planning to recondition W. Forest Home Ave (CTH OO) from Hi View Drive to W. Speedway Drive; and

WHEREAS, the City previously adopted Resolution 2022-7856, a resolution in support of Milwaukee County's reconditioning of W. Forest Home Avenue (CTH OO) from Hi View Drive to W. Speedway Drive to include a multi-use pathway from Hi View Drive to the southern crossing of the existing Franklin Hike-Bike Path; and

WHEREAS, construction is scheduled for 2023-2024; and

WHEREAS, this project includes a new pathway, Emergency Vehicle Pre-Emption Equipment, sanitary sewer adjustments, and water utility adjustments.

NOW, THEREFORE, BE IT RESOLVED the City enters into an agreement with Milwaukee County for inclusion of City infrastructure in the W. Forest Home Avenue (CTH OO) project from Hi View Drive to W. Speedway Drive and include expenditures in the 2024 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:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



LOCAL/COUNTY AGREEMENT FOR A HIGHWAY IMPROVEMENT PROJECT

DATE: January 10, 2023
PROJECT NO.: WH0111012
HIGHWAY: CTH OO (West Forest Home Avenue)
LIMITS: Hi View Drive to West Speedway Drive

THIS AGREEMENT is made and entered into and between Milwaukee County, a body corporate, and the City of Franklin, a municipal corporation.

The portion of West Forest Home Avenue from Hi View Drive to West Speedway Drive has been designated County Trunk Highway "OO" pursuant to Section 83.025 of the Wisconsin Statutes.

The County has budgeted funds for the improvement of CTH "OO" with construction anticipated to begin in April 2023.

The Milwaukee County Department of Transportation (MCDOT), hereinafter called the County, through its undersigned duly authorized officers or officials, hereby requests the City of Franklin, hereinafter called the Municipality, to participate in the street improvements hereinafter described in the estimated cost summary.

The authority for the Municipality to enter into this agreement with the County is provided by Section 86 25(1), (2) and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

West Forest Home Avenue (CTH OO) is a predominately rural type of roadway. To increase the service life of the pavement structure and improve the safety and operation is the reason for this request.

Proposed Improvement – Nature of work:

The roadway is scheduled for reconditioning of West Forest Home Avenue (CTH OO) by the County, including installation of on-street bicycle accommodations and a shared-use path/sidewalk on the west side of West Forest Home Avenue (CTH OO) from Hi View Drive to the southern crossing of the existing Franklin Hike-Bike Path, and new traffic signals at the intersections of West St. Martins Road and West Rawson Avenue.

As requested by the Municipality, sanitary sewer facility work, watermain facility work, street lighting work, sidewalk/path work, and emergency vehicle preemption (EVP), will be included with the construction of West Forest Home Avenue (CTH OO) proposed improvement project designated in the project as Category 0020. A corresponding City of Franklin resolution was passed and adopted on May 3, 2022.

Project No. WH0111012
West Forest Home (CTH OO) from Hi View Drive to West Speedway Drive
ESTIMATED COST SUMMARY*

CONSTRUCTION ESTIMATED COSTS-WH0111012 (SEE TABLE BELOW):

- **CATEGORY 0020- CITY OF FRANKLIN WORK**
 (sanitary sewer facility work, watermain facility work, street lighting work, sidewalk/path work, and emergency vehicle preemption (EVP))

Item Number	Item Description	Unit	Estimated Quantity	Estimated Unit Price	Total Estimated Cost
305 0120	Base Aggregate Dense 1 1/4-Inch	TON	580	\$20.00	\$11,600.00
460.5223	HMA Pavement 3 LT 58-28 S	TON	200	\$123.00	\$24,600 00
460 5224	HMA Pavement 4 LT 58-28 S	TON	210	\$128.00	\$26,880.00
521 1018	Apron Endwalls for Culvert Pipe Steel 18-Inch	EACH	2	\$500 00	\$1,000 00
521.3118	Culvert Pipe Corrugated Steel 18-Inch	LF	24	\$90.00	\$2,160 00
601 0600	Concrete Curb Pedestrian	LF	14	\$50 00	\$700 00
602 0410	Concrete Sidewalk 5-Inch	SF	360	\$6.50	\$2,340.00
602.0515	Curb Ramp Detectable Warning Field	SF	130	\$45 00	\$5,850.00
611 8120 S	Cover Plates Temporary	EACH	11	\$300 00	\$3,300 00
650 4500	Construction Staking Subgrade	LF	1700	\$1 00	\$1,700 00
650 5000	Construction Staking Base	LF	1700	\$1.50	\$2,550 00
650 9000	Construction Staking Curb Ramps	EACH	7	\$200.00	\$1,400.00
650 9500 01	Construction Staking Sidewalk	EACH	1	\$1,500.00	\$1,500.00
655.0210	Cable Traffic Signal 3-14 AWG	LF	3100	\$1.40	\$4,340 00
655 0305	Cable Type UF 2-12 AWG Grounded	LF	1500	\$2 20	\$3,300.00
655 0610	Electrical Wire Lighting 12 AWG	LF	500	\$1 00	\$500.00
655 0900	Traffic Signal EVP Detector Cable	LF	3000	\$1 40	\$4,200.00
659 1125	Luminares Utility LED C	EACH	8	\$400.00	\$3,200 00
SPV 0035 01	Backfill Slurry	CY	100	\$120 00	\$12,000 00
SPV.0060 07	Transport and Install Luminaire Arms Steel 15-FT	EACH	8	\$400 00	\$3,200 00
SPV.0060 14	Emergency Vehicle Preemption System	EACH	1	\$11,000 00	\$11,000.00
SPV.0060 15	Remove and Reinstall EVP System	EACH	2	\$3,000 00	\$6,000 00
SPV 0060 28	Manhole Chimney Reconstruct	EACH	10	\$1,800 00	\$18,000.00
SPV 0060 29	Replace Manhole Casting Frame and Lid	EACH	7	\$3,000 00	\$21,000 00
SPV 0060 30	Adjust Water Valve Box	EACH	20	\$550.00	\$11,000 00
SPV.0060 31	Add Valve Box Extension	EACH	5	\$800 00	\$4,000 00
SPV 0060 32	Remove Valve Box Extension	EACH	5	\$800 00	\$4,000 00
SPV 0060 33	Add Hydrant Extension	EACH	1	\$1,500 00	\$1,500 00
SPV 0060 34	Extend Hydrant Lead	EACH	1	\$3,200 00	\$3,200 00
SPV 0060 35	Shorten Hydrant Lead	EACH	1	\$3,000 00	\$3,000 00
SPV 0060 36	Water Main Insulation	EACH	4	\$800 00	\$3,200 00
CATEGORY 0020 TOTAL:					\$202,220.00

Estimated Construction (WH0111012) City of Franklin Category 0020 Costs: \$202,220.00

+15% Construction Engineering & Contingency: \$30,333.00

TOTAL Estimated Construction (WH0111012) City of Franklin Category 0020 Costs: \$232,553.00

* The above costs reflect the County's best estimates to-date. The actual number of units installed may vary from this estimate depending on field conditions. The Municipality will be billed for each item at the actual construction cost.

This agreement is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an agreement for the designated Municipality and upon acceptance by the County shall constitute an agreement between the Municipality and the County.

Signed for and on behalf of Milwaukee County:

_____ Signature	Director, Department of Transportation _____ Title	_____ Date
_____ Donna Brown-Martin Name (Written Clearly)		

Signed for and on behalf of the City of Franklin:

_____ Signature	Mayor _____ Title	_____ Date
_____ Stephen R. Olson Name (Written Clearly)		

_____ Signature	Clerk _____ Title	_____ Date
_____ Karen L. Kastenson Name (Written Clearly)		


TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal, State and County regulations.
2. The Municipality will pay to the County such related costs in 2024 for items as outlined below and listed in the Estimated Cost Summary.
3. Funding of each project phase (preliminary engineering, real estate, construction, other) is subject to inclusion in an approved program. County financing will be limited to participation in the costs of the following items as specified in the Estimated Cost Summary:
 - a. Preliminary Engineering and review services (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - b. The grading, base, pavement, and curb and gutter (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - d. Construction Engineering incidental to inspection and supervision of actual construction work (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
 - e. Signing and pavement marking, including detour routes (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - f. Surfacing of private driveways due to change in grade of the improvement (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
 - g. New installations or alterations of traffic signals (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - h. Real Estate for the improvement, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - i. Installation of new sidewalk required for the project to meet Federal funding requirements or replacement of any sidewalk removed as a result of a change in street grade (100%) or condition to meet ADA requirements, unless otherwise agreed as specified in the Estimated Cost Summary.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the County) includes, but is not limited to, the following items:
 - a. New installations of or alterations of sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, parking meters, pipelines, and similar utilities.
 - b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
 - c. New installations of or alterations of sidewalks that are not deemed necessary in 3i above, unless agreed as specified in the Estimated Cost Summary.
5. As the work progresses, the Municipality will be billed for work completed as outlined above and as listed in the Estimated Cost Summary. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. If the Municipality should withdraw from the project, it will reimburse the County its proportionate local share of all construction and construction engineering costs incurred by the County to complete the construction phase of the project (construction), up to the date the notification of withdrawal is received by the County.
7. The work will be administered by the County or its designee and may include items not eligible for County participation. The County shall notify the Municipality of such items prior to inclusion of the work and get written authorization for their inclusion and cost participation by the Municipality.
8. The Municipality at its own cost and expense and using its own labor forces and equipment will:
 - a. Prohibit angle parking.
 - b. Regulate parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - c. Regulate parking at all times in the vicinity of the proposed improvements during their construction.
 - j. Remove, reinstall and/or relocate street lighting poles, bases, luminaries, and other appurtenances necessary to accommodate the proposed improvement, including coordinating work, unless otherwise agreed as specified in the Estimated Cost Summary.

(End of Document)

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE 3-21-23
Reports & Recommendations	A Resolution to Enter Agreements with Milwaukee County for Emergency Vehicle Pre-emption and Lighting Equipment at W. Forest Home Avenue (CTH OO) Intersections with W. St. Martins Road and W. Rawson Avenue (CTH BB)	ITEM NO. G.L.

BACKGROUND

[This item appeared at the February 20, 2023, Common Council meeting and was tabled to reappear at the March 7, 2023 meeting. Staff is still in discussion with City Finance staff and Milwaukee County Staff. Staff would support further tabling of this matter and return to a future agenda at Staff's discretion.]

Traffic signals are in the process of being upgraded to include “Pre-emption Equipment” or also known as “Emergency Vehicle Pre-emption” (EVP). Per the US Department of Transportation “EVP systems are designed to give emergency response vehicles a green light on their approach to a signalized intersection while providing a red light to conflicting approaches. The most commonly reported benefits of using EVP include improved response time, improved safety, and cost savings. These benefits have been realized since the early deployments of EVP and have been documented since the 1970s.”

Milwaukee County Department of Transportation (MCDOT) is planning a 2023 road reconditioning (not a full reconstruction) project for W. Forest Home Avenue (CTH OO) from W. Jefferson Terrace (Hi View Drive / Muskego city limits) to W. Speedway Drive. The project will be funded under the Local Road Improvement Program (LRIP).

Elsewhere on this agenda is an item for reimbursement to MCDOT for City infrastructure on this project that their contractor will install. This Council Action item is ownership and maintenance of items related to the signals.

- Agreement for installation of EVP equipment for traffic signals at the intersection of W. St. Martins Road and W. Forest Home Avenue.
- Supplemental Agreement for installation of street lighting on the EVP traffic signals for W. Forest Home Avenue and W. Rawson Avenue. Note that there is an existing EVP agreement for the signals at W. Forest Home Avenue and W. Rawson Avenue dated November 11, 2016 (attached for reference).

ANALYSIS

It is appropriate to have MCDOT do this work with the other work involved in the road reconditioning project. The Franklin Fire Department has previously expressed support to provide EVP equipment at all signalized intersections.

OPTIONS

Authorize the signing of the attached State agreements or other direction to Staff.

FISCAL NOTE

Detailed fiscal discussion for the installation is addressed on the Milwaukee County agreement found elsewhere on this agenda. Installation costs are to be added to the 2024 budget and ongoing maintenance to be added to all future budgets. The City will be billed for half of the electric usage and maintenance, as needed. Highway GL 01-0331-5419 (Traffic Signal Electricity) and GL 01-0331-5420 (Traffic Signal Maintenance) are where these expenses are included and will need to be adjusted for future budgets.

RECOMMENDATION

Table to return to a future agenda at Staff's discretion. Or

Motion to adopt Resolution No. 2023-_____, *[previously provided]* a resolution to enter an agreement with Milwaukee County for emergency vehicle pre-emption equipment and lighting equipment at W. Forest Home Avenue (CTH OO) intersection with W. St. Martins Road and a supplemental agreement to add lighting equipment to existing emergency vehicle pre-emption equipment at W. Forest Home Avenue (CTH OO) intersection with W. Rawson Avenue (CTH BB).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN

RESOLUTION NO. 2023- _____

A RESOLUTION TO ENTER AGREEMENT WITH MILWAUKEE COUNTY FOR EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT AND LIGHTING EQUIPMENT AT W. FOREST HOME AVENUE (CTH OO) INTERSECTION WITH W. ST. MARTINS ROAD AND A SUPPLEMENTAL AGREEMENT TO ADD LIGHTING EQUIPMENT TO EXISTING EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT AT W. FOREST HOME AVENUE (CTH OO) INTERSECTION WITH W. RAWSON AVENUE (CTH BB)

WHEREAS, Traffic signals throughout the city of Franklin are being upgraded to include “Pre-emption Equipment” or also known as “Emergency Vehicle Pre-emption” (EVP); and

WHEREAS, Milwaukee County is responsible for traffic signals on the Milwaukee County Trunk Highway intersections of W. Forest Home Avenue (CTH OO) with W. St. Martins Road and W. Rawson Avenue (CTH BB); and

WHEREAS, Milwaukee County Department of Transportation will incorporate EVP and lighting work within a road reconditioning project of W. Forest Home Avenue (CTH OO) from W. Jefferson Terrace (Hi View Drive / Muskego city limits) to W. Speedway Drive; and

WHEREAS, there is an existing agreement dated November 11, 2016, for the EVP equipment at the intersection of W. Forest Home Avenue (CTH OO) and W. Rawson Avenue (CTH BB).

BE IT RESOLVED by the Common Council that the City of Franklin to enter agreement with the Milwaukee County for traffic signals at W. Forest Home Avenue (CTH OO) sand W. St Martins Road; and

BE IT FURTHER RESOLVED that the City of Franklin to enter into a supplemental agreement with the Milwaukee County for traffic signals at W. Forest Home Avenue (CTH OO) sand W. Rawson Avenue (CTH BB); and

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

**AGREEMENT FOR TRAFFIC SIGNALS AT WEST FOREST HOME AVENUE (CTH
"OO") AND WEST SAINT MARTINS ROAD**

THIS AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the operation and maintenance of the traffic control signals and related traffic control facilities at the Intersection of West Forest Home Avenue (CTH "OO") and West Saint Martins Road, hereinafter called "The Intersection".

WHEREAS, the Intersection is under the jurisdiction of Milwaukee County, and

WHEREAS, the County obtained funding for rehabilitation of West Forest Home Avenue hereinafter call "The Project", and

WHEREAS, the County included funding for a new Traffic Signal at the Intersection

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that

Traffic signals and equipment be designed, operated and maintained, emergency vehicle signal preemption equipment be designed, operated and maintained, and street lighting integrated with the traffic signals be designed, operated and maintained, at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

- I. The County hereby agrees:
 - (a) That the County will design, construct and pay the total cost of the traffic signal installation currently proposed for the Intersection under The Project including electrical service installation cost but excluding emergency vehicle preemption equipment and street lighting. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
 - (b) That the County will operate and maintain the traffic control signals, necessary underground conduit and related traffic control facilities at the Intersection; and will bill the City annually for one half (1/2) the cost of such maintenance
 - (c) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the

City annually for one half (1/2) the cost of energy for the traffic control signals at the Intersection.

- (d) That the County will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signals and control cabinet, controller service, malfunction management unit service, detector service, etc.) excluding the emergency vehicle and street lighting equipment for the entire traffic control signal installation and will bill the City annually for one half (1/2) the cost of said maintenance.
- (e) That the County will make all necessary repairs and replacements to all equipment that fails to function properly as a result of normal wear and deterioration and will bill the City annually for one half (1/2) the cost of said repairs and replacements.
- (f) That the County will make all necessary repairs and replacements to all equipment damaged by accident, vandalism, or act of God, and pursue collection of damages against the responsible party. In the event the damages are not paid within ninety (90) days of the original billing, it will bill the City for one half (1/2) the cost of repairing said damages. It will reimburse the City for one half (1/2) the recovered cost of the damages if the responsible party pays for the damages within ninety (90) days of recovery. If the County is unable to determine the responsible party, the County will bill the City for one half (1/2) the cost of repairs and replacements at the time all costs for the occurrence are known
- (g) That the County will, after notification and concurrence by the City, make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, revised standards or changed Intersection geometry, and within ninety (90) days of completion of said work, bill the City for one half (1/2) the cost of said additions or revisions.
- (h) That the County will make all necessary repairs and replacements to all emergency vehicle preemption equipment and street lighting integrated with the traffic signals, and bill the City for the entire cost of said additions or revisions.
- (i) That the County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section
- (j) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Division (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

II. The City hereby agrees:

- (a) That the County will pay for the upgrades currently proposed for the Intersection. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
- (b) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
- (c) That the County is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (e), necessary repairs and replacements to all traffic control signal equipment which is damaged as indicated in I. (f) and I. (h), and any necessary additions or revisions as indicated in I. (g). The City agrees to pay the costs as stated in items I. (a), I. (b), I. (c), I. (d), I. (e), I. (f), I. (g) and I. (h), when billed by the County.
- (d) That the County is to perform all work related to the operation of the traffic control signals at the subject Intersection, including engineering, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.
- (e) That the County shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (f) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Section (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed by the County, all of the traffic signal materials installed shall become the property of the County with the exception of all emergency vehicle preemption equipment and street lighting equipment. If it becomes necessary, removal of City-owned materials will be accomplished by the County and the total cost billed to the City. City-owned materials shall be returned to the City.

IV Liability

The County shall request layouts of the City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the Intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against the other agency.

V. Payments

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VI Duration

This agreement shall continue to be in force indefinitely unless and until it is superseded by a revised agreement at a later date.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

AGREEMENT FOR STREET LIGHTING ON THE TRAFFIC SIGNALS

AT:

West Forest Home Avenue (CTH OO) and
West Rawson Avenue (CTH BB)

THIS SUPPLEMENTAL AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the installation, operation, and maintenance of street lighting equipment, hereinafter referred to as "Street Lighting Equipment" included in the traffic control signals and related traffic control facilities at the Intersection of West Forest Home Avenue (CTH OO) and West Rawson Avenue (CTH BB), hereinafter called "The Intersection"

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that

The Street lighting Equipment be designed, constructed, operated and maintained at The Intersection

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I The County hereby agrees

- a.) That The County will, through its contractor, perform the installation of the Street lighting Equipment at The Intersection and will bill the City for full cost of said work.
- b.) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
- c.) That The County will assume routine maintenance responsibility for the entire Street lighting Equipment installation and will bill The City for any maintenance of said equipment
- d.) That The County will make all necessary repairs and replacements to Street lighting Equipment that fails to function properly as a result of normal wear and deterioration Said replacement equipment to be supplied by The City The County will bill The City for any repair or replacement of said equipment
- e.) That The County will make all necessary repairs and replacements to Street lighting Equipment damaged by accident, vandalism, or acts of God, and will bill The City the cost of any such repairs and replacements that are deemed by the County Corporation Counsel to be otherwise non-compensable within sixty (60) days of completion of said work If damaged by accident or vandalism the County Corporation Counsel may pursue damages against the responsible person(s) and reimburse The City for the amount paid upon recovery.
- f.) That The County will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection

geometry, and pertaining to the Street lighting Equipment if designed for The City and The City will pay the cost of any such equipment additions or revisions, and within sixty (60) days of completion of said work bill The City for the cost of said changes to the Street lighting Equipment

g) That The County will obtain concurrence from The City prior to equipment additions or revisions for which cost participation by The City would be required

h) That The County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with The City

i) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed below), of any damage, outage, or seeming malfunctions of the Street lighting Equipment

Highway Maintenance Section 414-257-6566

II The City hereby agrees

a.) That The County will, through its contractor, perform the installation of the Street lighting Equipment at The Intersection and will bill the City for full cost of said work

b.) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.

c.) That The County is to perform routine maintenance for the Street lighting Equipment as indicated in I (c), necessary repairs and replacements to said equipment which fails to function as indicated in I. (d), necessary repairs and replacements to said equipment which is damaged as indicated in I (e) and any necessary equipment additions or revisions as indicated in I. (f). The City agrees to pay for the cost of the work as indicated in I(b), I(c), I(d), I(e), and I (f), when billed by the County

d.) That The County is to perform all maintenance work related to the operation of the Street lighting Equipment at The Intersection, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

e) That The County shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the County Transportation Department, in collaboration with The City.

f) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed on page 2), of any damage, outage, or seeming malfunctions of the Street lighting Equipment

IV Ownership and Responsibility

After the installation work outlined in this agreement is completed, all of the materials installed shall become the property of The City

V. Liability

The County shall request layouts of The City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against any other agency.

VI Payments

After completion of the installation of the Street lighting Equipment, The County and The City representatives will together inspect the installation of said equipment for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. As indicated in II. (a), The City shall pay the total costs of the construction.

VII Duration

This agreement shall continue to be in force indefinitely unless superseded. The signing of this agreement shall not change the existing emergency vehicle pre-emption agreement between the City of Franklin and Milwaukee County dated January 2017 at the subject intersection.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

IN WITNESS WHEREOF, the undersigned on behalf of Milwaukee County affix their hands and seals this

_____ day of _____, 20__

Signed and Sealed in
the presence of

MILWAUKEE COUNTY,
A BODY CORPORATE

DIRECTOR OF TRANSPORTATION

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20__, Donna Brown-Martin, Director of Transportation, of the above named MILWAUKEE COUNTY, a body corporate, to me known to be the person who executed the foregoing instrument, and to me known to be such Director of Transportation of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority

Print

Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires _____

IN WITNESS WHEREOF, the undersigned on behalf of the City of Franklin affix their hands and seals this

_____ day of _____, 20__

Signed and Sealed in
the presence of

CITY OF FRANKLIN,
A MUNICIPAL CORPORATION

MAYOR

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20__, Steve Olson, Mayor, of the above named CITY OF FRANKLIN, a municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority

Print

Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires _____

AGREEMENT FOR EMERGENCY VEHICLE PRE-EMPTION ON THE
TRAFFIC SIGNALS AT:
West Forest Home Avenue (CTH OO) and
West Rawson Avenue (CTH BB)

THIS SUPPLEMENTAL AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the installation, operation, and maintenance of all optical traffic signal pre-emption equipment, hereinafter referred to as "Pre-emption Equipment" included in the traffic control signals and related traffic control facilities at the Intersection of West Forest Home Avenue (CTH OO) and West Rawson Avenue (CTH BB), hereinafter called "The Intersection"

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

The Pre-emption Equipment be designed, constructed, operated and maintained at The Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- a.) That The City will, through its contractor, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of said work.
- b.) That The County will assume routine maintenance responsibility for the entire Pre-emption Equipment installation and will bill The City for any maintenance of said equipment.
- c.) That The County will make all necessary repairs and replacements to Pre-emption Equipment that fails to function properly as a result of normal wear and deterioration. Said replacement equipment to be supplied by The City. The County will bill The City for any repair or replacement of said equipment.
- d.) That The County will make all necessary repairs and replacements to Pre-emption Equipment damaged by accident, vandalism, or acts of God, and will bill The City the cost of any such repairs and replacements that are deemed by the County Corporation Counsel to be otherwise non-compensable within sixty (60) days of completion of said work. If damaged by accident or vandalism the County Corporation Counsel may pursue damages against the responsible person(s) and reimburse The City for the amount paid upon recovery.
- e.) That The County will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection geometry, and pertaining to the Pre-emption Equipment if designed for The City and The City will pay the cost of any such equipment additions or revisions, and within sixty (60)

days of completion of said work bill The City for the cost of said changes to the Pre-emption Equipment.

f.) That The County will obtain concurrence from The City prior to equipment additions or revisions for which cost participation by The City would be required.

g.) That The County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with The City.

h.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed below), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment

Highway Maintenance Section 414-257-6566

II The City hereby agrees:

a.) That The City will, through its contractor, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of installation of said equipment.

b.) That The County is to perform routine maintenance for the Pre-emption Equipment as indicated in I. (c), necessary repairs and replacements to said equipment which fails to function as indicated in I. (d), necessary repairs and replacements to said equipment which is damaged as indicated in I. (e) and any necessary equipment additions or revisions as indicated in I. (f). The City agrees to pay for the cost of the work as indicated in I(b), I(c), I(d) and I. (e) when billed by the County.

c.) That The County is to perform all maintenance work related to the operation of the Pre-emption Equipment at The Intersection, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

d.) That The County shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the County Transportation Department, in collaboration with The City.

e.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed on page 2), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

IV. Ownership and Responsibility

After the installation work outlined in this agreement is completed, all of the materials installed shall become the property of The City.

V. Liability

The County shall request layouts of The City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against any other agency.


VI. Payments

After completion of the installation of the Pre-emption Equipment, The County and The City representatives will together inspect the installation of said equipment for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. As indicated in II. (a), The City shall pay the total costs of the construction.

VII. Duration

This agreement shall continue to be in force indefinitely unless terminated on six (6) months written notice by one agency to the other.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/21/23
Reports and Recommendations	Motion to authorize the Mayor, Clerk and Acting Finance Officer to sign the 2023 Community Development Block Grant Health Education Program Project agreement after review from the City Attorney, as well as authorization for the Director of Health and Human Services to complete the approved grant activities.	ITEM NUMBER G.7.

Background: The City of Franklin Health Department provides health related services to the Franklin community, including individuals 62 years of age and older. Milwaukee County awards Community Development Block Grant funds to support such work. The Community Development Block Grant Health Education Program award will support Franklin Health Department programming for Franklin’s aging population.

Analysis: The Franklin Health Department completed a 2022 Community Health Assessment. A local need for increased community connections and improved nutrition have been identified. This CBDG award will support Health Department initiatives to increase nutrition related knowledge and self-efficacy of healthy food preparation among those 62 age and older in Franklin, as well as provide an opportunity for community connection and togetherness.

Due to the timing of the award notification, the short schedule for completion and not yet receiving the grant contract, staff requests authorization to sign the agreement after review and approval from the City Attorney. This grant is similar to the CBDG funding the City receives annually and there is no expectation of unusual agreement terms.

Fiscal Note: The above objectives would occur with approval of this grant funding. There will be no impact to the City of Franklin budget for these expenses.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor, Clerk and Acting Finance Officer to sign the 2023 Community Development Block Grant Health Education Program Project agreement after review from the City Attorney, as well as authorization for the Director of Health and Human Services to complete the approved grant activities.



March 14, 2023

Lauren Gottlieb
City of Franklin Health Department
Franklin, WI 53132

RE Community Development Block Grant – COVID Funds – Award Notification

Dear Lauren

Milwaukee County has reviewed your request for Community Development Block Grant – CV. After determining eligibility, your project is eligible for funding. The amount awarded to your organization is noted below.

As mentioned at the time of request, projects MUST be completed in full no later than Friday, May 19, 2023. This allows us time to process your request for reimbursement and enter information into the HUD database to meet our deadline. Please contact me as soon as you are able if you are concerned with not meeting this deadline.

Agency: City of Franklin Health Department

Project: Health Education Program

Amount Awarded: \$30,200.00

Attached is a copy of the request for reimbursement form that will be submitted at the completion of the project. Please review the attachment and let me know if you have any questions or would like to meet to discuss further.

Agreement and other documentation will be following shortly. In the funding notification email, please review and complete the Request for Funds/Application document no later than Monday, March 20, 2023. This information is needed to prepare the agreement document and set up in the County's accounting system.

Please contact me via the information below if you have any questions or need any additional assistance.

Sincerely,

Diane Tsounis
CDBG and HOME Housing Program Manager
diane.tsounis@milwaukeecountywi.gov
414-278-5250



MILWAUKEE COUNTY
DEPARTMENT OF HEALTH
& HUMAN SERVICES
**HOUSING
SERVICES**

600 WEST WALNUT STREET, SUITE 100
MILWAUKEE, WI 53212
county.milwaukee.gov

APPROVAL ✕	REQUEST FOR COUNCIL ACTION	MEETING DATE 3-21-23
REPORTS & RECOMMENDATIONS	AUTHORIZATION FOR APPROVAL TO PURCHASE REPLACEMENT HIGH-VOLUME DIESEL FUEL PUMP	ITEM NUMBER G8.

BACKGROUND

Within the approved 2023 Public Works Department budget, there are funds allocated in the Capital Outlay Fund (acct #41.0331 5822) for the purchase of a replacement High-Volume Diesel Pump. Permission was obtained from the Common Council to solicit quotes for this item, and this item was approved by the Board of Public Works at their meeting on 03/14/2023.

ANALYSIS

This unit will be replacing the existing High-Volume Diesel pump located at the fuel island at the Department of Public Works Facility. The existing unit is estimated to be from approximately the 1970's and has greatly exceeded its life expectancy. The current unit is having consistent mechanical failure as a result. This pump is necessary for fueling the majority of the Department of Public Works vehicles, as well as vehicles from the Fire Department, Sewer & Water Department, and School District.

OPTIONS

Replacement of the current High-Volume Diesel Pump at the fuel island will be conducted by Badger Oil Equipment Co., who will furnish the labor, material, and equipment to complete the removal of the old pump and installation of the new pump. Badger Oil Equipment Co. is familiar with our fuel island, as they installed the current updated fuel island, as well as assisted in the software setup of OPW (controls the fuel island).

FISCAL NOTE

We are recommending that Badger Oil Equipment Company conduct the replacement of the High-Volume Diesel Pump, for a total cost of

41.0331 5822 (Building Construction & Improvements) - \$18,783.00

There is currently a balance of \$20,000.00 in this account set aside for this project.

RECOMMENDATION

Authorize the approval to purchase a replacement High-Volume Diesel Pump through Badger Oil Equipment Co. for the fuel island at the Department of Public Works.

COUNCIL ACTION REQUESTED

Authorize the purchase of a replacement High-Volume Diesel Pump

TERMS AND CONDITIONS

This proposal, when accepted by the Purchaser, will constitute a bona fide contract between the parties, subject to all terms and conditions to follow and to the approval of the Seller's credit manager. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

OWNERSHIP — Buyer hereby warrants that he is (they are) the owner of the record of the property described in this contract.

PRICES — Prices quoted are for acceptance within 30 days and, unless otherwise specified, are subject to change without notice after that date.

DELIVERY — Delivery and/or construction promises are contingent upon fires, strikes, accidents or other causes beyond our control. We will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Delivery to our plant for purposes of convenience or co-ordination shall be considered "Delivery" for billing purposes.

WARRANTY — Badger Oil Equipment Co. will warrant equipment as far as the manufacturers extend warranties for equipment and labor to Badger Oil Equipment from the date of installation or delivery, ordinary use, wear and tear or damage from abuse or accident excepted.

Implied warranties of MERCHANTABILITY and FITNESS for Particular Purposes are EXCLUDED. Repair or replacement shall be the sole remedies for defect and shall be made, free of charge, F.O.B. factory, provided factory inspection supports validity of customer's claim. Badger Oil Equipment Co. shall not be liable for consequential damages, whether or not arising out of warranty, negligence or otherwise.

EXCAVATING CLAUSE — Excavation quotations are based on normal soil conditions. In the event any underground structures such as sewers, all utility lines, cables, conduit are destroyed or damaged during the performance of the contract, the Seller shall not be held responsible. All additional costs resulting from debris, rock, water or wet, running soil, well point system, or in the case of winter work for frost removal and frost excavation shall be borne by the Purchaser.

FLOATING CLAUSE — Purchaser will be responsible for filling all underground storage tanks with liquid for ballast immediately upon setting tanks in excavations. The Seller shall notify the Purchaser when product will be needed. The Seller shall not be responsible for the contamination or loss of the product used for ballast.

In the event any tanks should float, the Seller shall be held blameless. All expense for equipment, labor and materials to reinstall tanks shall be borne by the Purchaser.

REMOVAL CLAUSE — This quote does not include the handling, transportation, removal, or disposal of any contaminants or hazardous waste.

RELATED WORK — Labor, materials and outside services for electrical, concrete, blacktop or sewer work, are not included in proposals unless specified.


TAXES — Prices quoted on equipment and repair parts are subject to Federal, State or Municipal taxes which may be in effect or which may be imposed prior to the actual shipment of materials and equipment.

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

TERMS — Unless otherwise specified on the front thereof, terms are net on completion of all equipment, services or installation work.

The Seller reserves the right to charge the Purchaser 1½% per month on past due balances.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE March 21, 2023
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Saputo Cheese USA, Inc., Located at 2895 W. Oakwood Road, TKN 951-9994-003	ITEM NO. G.9.

BACKGROUND

This item was tabled at the February 20, 2023 Common Council meeting (item G.22) due to the surety amount for the public improvements being unknown. That amount is \$904,875 and is sufficient to cover the public improvements.

Pursuant to the approval of a Special Use for the Saputo Cheese USA, Inc. development at 2895 W. Oakwood Road (RES 2022-7815), it is necessary to enter into a development agreement for public infrastructure improvements on the site.

ANALYSIS

This agreement provides for the necessary public infrastructure required for the Saputo Cheese USA, Inc. development. Included in the agreement is the extension of public water main throughout the site and along S. 27th Street, the addition of public sidewalk along W. Oakwood Road and future public sidewalk along S. 27th Street.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the development agreement with specific items contained in Exhibit "E" attached.

FISCAL NOTE

Contingencies are accepted with percentages and are included in financial guarantee.

RECOMMENDATION

Motion to adopt Resolution No. 2023- _____ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with Saputo Cheese USA, Inc., located at 2895 W. Oakwood Road, TKN 951-9994-003.

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE
IMPROVEMENTS WITH SAPUTO CHEESE USA, INC.,
LOCATED AT 2895 W. OAKWOOD ROAD, TKN 951-9994-003

WHEREAS, the Common Council at its regular meeting on January 18, 2022, recommended approval of a Special Use for Saputo Cheese USA, Inc.; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development at 2895 W. Oakwood Road; and

WHEREAS, the developer is willing to complete the installation of the public improvements provided for in the Development Agreement; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City with the developer.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Development Agreement 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:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

SAPUTO CHEESE USA, INC.

February 2023

**DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this 15
day of February 2023, by and between Saputo Cheese USA, Inc., a Delaware
Corporation hereinafter called the "Developer" as party of the first part, and the City of Franklin,
a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter
called the "City".

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in the
City as described on attached Exhibit "A" (the "Development"), and for that purpose cause the
installation of certain public improvements, hereinafter described in this Agreement and the
exhibits hereto (the "Improvements"), and

WHEREAS, the Developer having applied to the City for a site plan and special use for a
food processing facility, and the approval[s] thereof by the City of Franklin providing that as a
condition of approving the Development, that the Developer make and install, or have made and
have installed, any public improvements reasonably necessary, to wit: water system, sidewalks,
and storm water management facilities; and

WHEREAS, the public works schedule and budget of the City does not now include the
Improvements for the Development and normally there would be a considerable delay in the
installation of the Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Development
will best promote the health, safety and general welfare of the community, and hence is willing
to approve the Development provided the Developer proceed with the installation of the
Improvements in and as may be required for the Development, on the terms and conditions set
forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other
good and valuable consideration to each in hand paid by the other, receipt of which is hereby
acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as
noted in Exhibit "E".
3. The Developer shall prepare plans and specifications for the aforesaid
Improvements, under direction of the City Engineer, and to be approved by the
City Engineer. After receiving the City's approval thereof, the Developer shall
take bids, and award contracts (the "Improvements Contracts") for and install all

of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is nine hundred four thousand eight hundred seventy-five and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$904,875, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address

indicated on the Financial Guarantee, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Development. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7 The following special provisions shall apply:

- (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
- (b) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.
- (c) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;
 - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.

12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

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. Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>

D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution 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>
E. 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>
F. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

(b) The Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by the City Engineer.
18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this

Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Developer shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder. This Agreement shall run with the land.

[The remainder of this page is intentionally left blank. Signatures are on the following pages.]

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.**

Exhibit A	Legal Description of Development
Exhibit B	General Description of Required Development Improvements
Exhibit C	General Development Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Development Requirements
Exhibit F	Construction Specifications

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.

**LEGAL DESCRIPTION
OF DEVELOPMENT**

Lot 2 of Certified Survey Map No. 9362, recorded in the Milwaukee County Register of Deeds Office as Document No. 11183864, being part of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.

<p>GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS</p>

Description of improvements required to be installed to develop the Saputo Cheese USA, Inc. Development.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Developer in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Developer in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Development.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

1. Grading and erosion control within the Development in conformance with the approved grading and erosion control plans. *S
2. Installation of concrete sidewalk to the approved grade and in accordance with present City specifications. *S
3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
4. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Development as approved by the City. *S

5. Water main and fittings on the site and/or easements in the Development, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Development and service area. *S
6. Water system and sanitary sewer system as approved by the City Engineer. *S
7. Laterals and appurtenances from water main to the site and/or buildings in accordance with the plans approved by the City Engineer. *S
8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
9. Street trees. *C
10. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
11. Engineering, planning and administration services as approved. *S
12. Storm water management facilities as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the approved storm water management plan and/or approved system plan. *S
13. Street lighting and appurtenances along the street right-of-way as determined by the City. *C
14. Street signage in such locations and such size and design as determined by the City. *C
15. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

- A. The Developer shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Development as proposed shall be recorded.

II. LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved plat.

III. WATER SYSTEM

- A. Availability
 - 1. The Developer shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Development as directed by the City Engineer.
 - 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.
- B. Construction
 - 1. All construction shall be in accordance with the specifications of the City.

2. Inspection of the work shall be at the Developer's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

Sanitary sewerage service through and within the Development shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Development shall be served by a sanitary sewer.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Development shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, catch basins, inlets, leads, open swales, retention basins and absorption ponds as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Developer's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The structural design of any retaining wall of three feet in height or more, shall be done by a licensed professional engineer registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Developer shall be responsible for the storm drainage until it crosses the exterior property line of the Development or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.
2. However, if the Developer of the Development will, in the opinion of the City Engineer, cause water problems downstream from the Development which will reasonably require special consideration, the Developer shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

VI. EASEMENTS

1. Pedestrian

- a) The pedestrian walks shall be constructed as approved by the City Engineer.

VII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:

- a) The sanitary and storm sewer and water mains have been installed, tested and approved.
- b) Storm water management facilities have been rough graded certified and approved by the City Engineer.
- d) The plat has been recorded.
- e) All Development monuments have been set.

B. Occupancy Permits

1. No occupancy permits shall be issued until:

- b) The gas, telephone and electrical services have been installed and are in operation.

- c) The water system is installed, tested and approved.
- d) The site is stabilized and all storm water management facilities have been re-certified and approved by the City Engineer.

VIII. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
 - 1. The Developer shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement.
 - 2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

- B. For the services of testing labs, consulting engineers and other personnel, the Developer agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR SAPUTO CHEESE USA, INC.

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Developer in accordance with Paragraph (4) of this Agreement

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$95,000
Sanitary System	--
Water System	\$556,000
Storm Sewer System	--
Paving (including sidewalk)	\$61,500
Street Trees (x \$400/lot)	--
Street Lights () @ approximately \$5,000/ea	--
Street Signs	--
Underground Electric, Gas and Telephone	--
Retention Basin	--
SUBTOTAL	\$712,500
Engineering/Consulting Services	--
Municipal Services (7% of Subtotal)	\$49,875
Contingency Fund (20% of Subtotal)	\$142,500
TOTAL	\$904,875


APPROVED BY  Date MARCH 13, 2023
Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.

ADDITIONAL DEVELOPMENT REQUIREMENTS

1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Developer agrees to pay the City for street trees planted by the City on W. Oakwood Road at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Developer, the Developer's sub-contractors, or the lot owners.
4. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
5. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
6. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.

7. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange construction fence and silt fence around the environmental natural resource features prior to land disturbing.
8. The Developer shall install a 16-inch diameter water main along S. 27th Street (WIS 241) from the existing water main located at the northeast corner of the Development. The City shall reimburse to the Developer the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer.
9. The Developer has the obligation to cut weeds to conform to the City's noxious weed ordinance.
10. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer.
11. The Developer is responsible for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. The Developer is responsible to recertify the storm water management facilities after the site is stabilized and prior to final approvals by the City Engineer.
12. Construction Requirements:
 - a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from W. Oakwood Rd. via S. 27th Street (WIS 241).
13. The Developer shall provide for the connection to the existing W. Oakwood Rd. and install any necessary curb and gutter and pavement.
14. The public concrete sidewalk shall be installed, at the Developer's cost, on W. Oakwood Rd. and S. 27th Street. The public sidewalk along S. 27th Street shall be installed, at Saputo's cost, for pedestrian access, as part of the Wisconsin Department of Transportation (WisDOT) 27th Street Improvement Project on S. 27th Street (STH 241),

currently being planned for the year 2025. If the sidewalk cannot be installed completely within the WisDOT right-of-way, the Developer agrees to dedicate a perpetual easement for the purpose of creating and maintaining a public sidewalk through the Property. The cost shall be the total amount of the public sidewalk installation. If public sidewalk along S. 27th Street is not installed prior to or with the WisDOT S. 27th Street Improvement Project, the Developer agrees to install it at a later date as determined by the City.

15. Developer shall prohibit, to the extent possible, truck traffic into and out of the development on W. Oakwood Road, west of S. Hickory Street, originating from or arriving to their building, commencing when S. Hickory Street is put into service. This includes providing specific signage and traffic controls, indicating the routes to use when coming into and going out of the development. This commitment runs with the land.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets: Construction Materials Asphalt Aggregate Concrete Cross Section	CITY OF FRANKLIN CITY OF FRANKLIN CITY OF FRANKLIN CITY OF FRANKLIN CITY OF FRANKLIN

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APPROVAL X	REQUEST FOR COUNCIL ACTION	MEETING DATE March 21, 2023
REPORTS AND RECOMMENDATIONS	AUTHORIZATION FOR SEWER/WATER UTILITIES TO PURCHASE A FORD F-350 SUPERCAB PICK UP TRUCK FROM HILLER FORD AUTOMOTIVE GROUP FOR \$60,605.16	ITEM NUMBER G.10.

BACKGROUND

Per the Common Council's direction, at their meeting held on March 7, 2023, quotes were obtained by Sewer/Water staff. Quotes were forwarded to the Board of Public Works at their March 14, 2023, meeting and the Board of Water Commissioners' March 21, 2023, meeting for their review. The following is the recommendation by the Board of Public Works and Board of Water Commissioners for a purchase to be made through the 2023 Sanitary Sewer and Water Capital Expenditures Outlay funds.

RECOMMENDATION

- One (1) Ford F-130 (4x4) Pickup Truck, to be purchased from Hiller Ford Automotive Group, Total cost \$60,605.16.

Quote provided by Hiller Ford Automotive Group provides competitive bid matching from the Wisconsin Municipal bid contract.

COUNCIL ACTION REQUESTED

Authorize Sewer/Water Utility staff to purchase a Ford F-350 Supercab pickup truck from Hiller Ford Automotive Group for \$60,605.16 recommended by the Board of Public Works and Board of Water Commissioners.

S&W - MR

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">3/21/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AUTHORIZE SUBMISSION OF A MINIMUM ASSESSMENT VALUE GUARANTEE AGREEMENT WITH NORTHWESTERN MUTUAL FOR THEIR FRANKLIN CAMPUS</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.11</i></p>

BACKGROUND

On February 2, 2023 Northwestern Mutual announced their intention to transfer all of their employees from their office campus in Franklin to a reconstructed building in downtown Milwaukee within three to five years. Their specific plans for the Franklin campus have not been made known to the public.

On 2/20/23 Northwestern Mutual executives appeared before the Common Council and discussed the decision and timeline for transition. At this presentation where significant concern was expressed for the ongoing value of the property, NM executives committed to considering an agreement with the city to guarantee that Franklin taxpayers would not be adversely impacted by the changes to the campus in this transition.

Attached is a draft agreement to be submitted to Northwestern Mutual as a basis for such a Minimum Assessed Value Guarantee for the campus during the transition.

The Mayor is asking for Common Council concurrence in the presentation of this proposal and discussions with Northwestern Mutual in the protection of the property taxpayers.

COUNCIL ACTION REQUESTED

Motion directing the Mayor and staff to present the attached draft to Northwestern Mutual to protect the taxpayers during this transition period.

Mayor

TAX ASSESSMENT
AGREEMENT

draft 3/16/23

Document Number

Document Title

THIS TAX ASSESSMENT AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2023 (the "Effective Date"), between Northwestern Mutual Life Insurance Company, a Wisconsin corporation, doing business as Northwestern Mutual (hereinafter "NM"), and the City of Franklin, a municipal corporation (the "City").

WITNESSETH

WHEREAS, NM is on this date the owner of the property described on Exhibit A annexed hereto (the "Property"), which NM intends to vacate its business from within the next five years; and

Name and Return Address

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

786-9980-003

WHEREAS, NM has been a beneficiary of the City's Tax Incremental District No. 3, which the City had established in order to finance portions of the development of the Property; and

Parcel Identification Numbers

WHEREAS, NM acknowledges that the property is currently of the highest real estate value and providing for the largest payment of property taxes in the City; and

WHEREAS, NM has a mutual interest in maintaining the property to provide maximum value to its policy owners; and

WHEREAS, NM desires to continue good relations with the City and its taxpayers and not adversely impact the community; and

WHEREAS, NM has agreed to guarantee a minimum amount of future yearly real estate property tax assessed value on the Property.

NOW, THEREFORE, the City and NM, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. MINIMUM ASSESSMENT AGREEMENT. NM agrees that for the term stated below, that the aggregate value of the land and improvements comprising the Property for purposes of the annual real estate tax assessment for the Property shall not be less than the minimum value established for each applicable tax year occurring during the term of this Agreement and as follows:

Tax Year	Minimum Assessed Value
2024 – through year of Property sale	\$82,577,700.00

- a. In the event the assessed value of the Property is less than the Minimum Assessed Value for any applicable year as set forth above, then NM and/or any owner, successor and/or assign shall make (or cause to be made) payment(s) in an amount equal to the difference between what the ad valorem property taxes would have been for the Property if it were assessed at the Minimum Assessed Value and what the actual ad valorem property taxes are upon the assessed value of the Property for that year. Such payment(s) shall be due and payable at the same time and in the same manner as the ad valorem taxes are due and payable for such year. NM's and/or any owner's, successor's and assign's of the Property obligations upon any default hereunder shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law. If NM and/or any owner, successor and/or assign fails to make a payment when due, the City may, in addition to all other remedies available to it, levy a special assessment or special charge against the Property in the amount of the unpaid payment(s). Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by NM and/or any owner, successor and/or assign. Notwithstanding and in addition to the levying of such special assessment or special charge, the payment obligation shall be the personal obligation of the person or entity that is NM and/or any owner, successor and/or assign of the Property at the time that the assessed value of the Property is less than the Minimum Assessed Value. The covenant contained in this Section 1. shall be deemed to be a covenant running with the land and shall be binding upon NM and/or any owner, successor and/or assign of any portion of the Property for the term of this Agreement pursuant to the Tax Years set forth above. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against NM and/or any owner, successor and/or assign the Property.
2. NO ADJUSTMENT OF MINIMUM ASSESSED VALUE. There shall be no adjustment of the Minimum Assessed Value set forth in Section 1. through the term of this Agreement.

3. NO PROPERTY TAX EXEMPTION. NM shall not (a) apply for an exemption from property taxes with respect to the Property or (b) transfer the Property to an entity that is lawfully exempt from the payment of property taxes unless the transferee agrees to make a payment in lieu of taxes in an amount equal to the property taxes that would have been paid by such transferee were it not exempt from taxation.
4. TERM AND TERMINATION. The term of this Agreement shall begin on the date of this Agreement set forth above and shall continue through and including the year of the closing of the sale of the property by NM (the "Term"). NM shall maintain the Minimum Assessment requirements of Section 1. through the Term.
5. DEFAULT. In the event that either the City or NM defaults under any material term or condition of this Agreement, and such default continues for a period of thirty (30) days or more after receipt of written notice of the default from the non-defaulting party, the defaulting party shall be responsible for all costs and expenses incurred by reason of such default, including, but not limited to, any legal expenses incurred by the non-defaulting party. The rights and remedies of the non-defaulting party shall not be limited to those, if any, specified in this Agreement, but the non-defaulting party shall have the rights and remedies to which it may be entitled, either at law or in equity.
6. ASSIGNMENT OF AGREEMENT. This Agreement shall not be assignable by NM without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. The City shall consent to the assignment of this Agreement in the event that NM sells the Property to a bona fide purchaser who will develop the Property in compliance with applicable zoning laws and ordinances, which is approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed, and such purchaser assumes the obligations of NM under this Agreement. It is understood that such purchaser may develop the Property for a use different from the Development. In the event of such approved assignment and assumption, NM shall be released of liability under this Agreement.
7. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of NM; however, this provision shall not constitute an authorization for NM to assign or transfer its rights and obligations under this Agreement except as provided in this Agreement.
8. MISCELLANEOUS.
 - 8.1 Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified mail, postage prepaid, or sent by recognized commercial courier properly addressed as indicated below:

To NM: Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Attn: _____

To City: City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132
Attn: City Clerk

- 8.2 No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement, nor shall it be deemed or constitute a waiver of any subsequent default or defaults of the same type.
- 8.3 Governing Law. This Agreement concerns real property located in the State of Wisconsin, and shall be interpreted and construed according to the laws of the State of Wisconsin.
- 8.4 Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.
- 8.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.
- 8.6 No Third-Party Beneficiaries. This Agreement creates rights and obligations only for the parties hereto and their permitted successors and assigns, except as stipulated in this Agreement. This Agreement is not intended to and does not create any right in any third party, not expressly stated herein.
- 8.7 Legal Action. In the event that a party becomes involved in litigation or in the threat of litigation related to this Agreement because of the act or omission of the other party, or there is a dispute or litigation between the parties as to this Agreement, the party which becomes so involved, if not the legal cause of the injury or damages, or the prevailing party in a dispute or litigation as to this Agreement, shall be entitled to recover reasonable attorneys' fees and out-of-pocket costs from the other party in defending against the litigation or threat of litigation or in connection with the dispute or litigation as to this Agreement.
- 8.8 Authority. The parties represent that the execution of this Agreement has been properly authorized and that the persons signing this Agreement have been properly authorized to sign this Agreement on behalf of the parties.

8.9 Independent Contractors. The City and Strauss are each entering into this Agreement on its own behalf and not as agent of the other, and this Agreement shall not be construed to create a partnership or joint venture between the parties, each of which is an independent contractor for the purposes of this Agreement.

8.10 Good Faith. Each of the parties hereto shall be subject to the duty of good faith and fair dealings in the implementation, execution and performance of the terms of this Agreement.

8.11 Recording. The parties agree that this Agreement will be recorded in the Milwaukee County Register of Deeds Office records.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Northwestern Mutual Life Insurance Company,
a Wisconsin corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

) SS

COUNTY OF _____)

Personally came before me this ___ day of _____, 2023, the above named _____, to me known to be the _____ of Northwestern Mutual Life Insurance Company, a Wisconsin corporation, and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.

(Signature)

(Printed Name)

Notary Public, _____ County, _____

My commission expires: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Key No. 786-9980-003

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">✱</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">3/21/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize an Amendment to the Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements in the Amount of \$35,000</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.12.</p>

BACKGROUND

The Common Council, at their July 6, 2021 meeting, approved a motion authorizing a consulting services agreement with SB Friedman for financial analysis services for existing and future TID agreements. On December 21, 2021 the Common Council amended the existing consulting agreement with SB Friedman providing an additional \$35,000 expenditure. This request is to authorize the same agreement and funding for 2023. This agreement is in place to assist staff, as needed, to navigate the complex development agreement issues associated with the many large development initiatives in progress and currently being contemplated in the City. Due to the impact of those agreements on the City and its taxpayers, it is prudent for extreme due diligence to be performed on the terms and conditions of those agreements both in advance of execution as well as during the term of the agreement with regard to financial implications. This agreement has been working extremely well where SB Friedman has been providing the City with a third-party review, analysis, and recommendations regarding various key terms and conditions related to existing and contemplated development agreements.

ANALYSIS

The consulting services agreement with SB Friedman is a time-and-materials agreement, with an amount not-to-exceed \$35,000, including professional fees for service based on hourly rates and effort requested. When this agreement was brought before the Council in July of 2021 and again in December of 2021, it was noted that this agreement may be requested to be increased if/when needed, and the request to do so would be made to the Common Council when needed. Thus, the Mayor and staff are requesting and recommending that the current consulting services agreement with SB Friedman for financial services for existing and future TID agreements be amended to be increased for an additional \$35,000. It is expected the majority of these funds will be utilized in 2023.

Both the City and the consulting partner have the ability to engage or not engage on a project-by-project basis, as well as terminate this agreement at any time with a reasonable notice. Accordingly, the City will only pay for services requested, authorized, and performed while the agreement is in place.

FISCAL ANALYSIS

The funding source for this agreement is the City's Tax Incremental Financing Districts (TIDs), which will be the main beneficiary of the services. If for some reason the services are needed for a non-TID purpose, the funding will come from another appropriate source. There are administrative funds assigned to each of the TIDs for these types of services and these services are allowable under the State of Wisconsin TID laws.

RECOMMENDATION

Staff recommends that the Common Council authorize \$35,000 to the 7/6/21 consulting services agreement with SB Friedman for financial analysis services for existing and future TID agreements and authorize the Director of Administration and Mayor to amend and administer the appropriate, related contract.

Attached is a copy of the 2021 agreement and the 7/6/21 Council Action sheet for reference as well as the current engagement letter from SB Friedman.

COUNCIL ACTION REQUESTED

Motion to authorize an amendment to the existing consulting services agreement with SB Friedman for financial analysis services for existing and future TID agreements in the amount of \$35,000 and authorize the Director of Administration and/or Mayor to amend and administer the appropriate, related contract.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/6/2021
REPORTS & RECOMMENDATIONS	Authorize a Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements	ITEM NUMBER

BACKGROUND

The City of Franklin is a party to numerous development agreements. Due to the impact of those agreements on the City and its taxpayers, it is prudent for extreme due diligence to be performed on the terms and conditions of those agreements both in advance of execution as well as during the term of the agreement with regard to financial implications. To that end, staff is recommending an agreement with a SB Friedman to assist staff, as needed, to navigate these complex matters and ensure that the City is doing what it takes to move forward prudently with development issues.

ANALYSIS

With many large development initiatives in progress and currently being contemplated in the City, it is critical to have multiple strong resources to review, analyze, and research the financial impacts, along with staff, to provide a deeper level of comfort and understanding with regard to risk, funding, and timing in regard to those decisions.

The agreement that is being requested for consideration is a time and materials agreement, with an amount not to exceed \$35,000, including professional fees for service based on hourly rates and effort requested. This agreement may be requested to be increased if/when needed, and the request to do so would be made to the Common Council when needed. Under the agreement, each time staff requests services, staff and the consulting partner will identify a scope and a budget. These services will be used prudently, on an as needed basis to protect the City's interest.

Both the City and the consulting partner will have the ability to engage or not engage on a project by project basis, as well as terminate this agreement at any time with a reasonable notice. Accordingly, the City will only pay for services requested, authorized, and performed while the agreement is in place.

Staff is working on the recommended agreement, and will present the same to Council at the Meeting on Tuesday, July 6, 2021. The agreement would be subject to technical review and corrections by the City Attorney.

The funding source for this agreement is the City's Tax Incremental Financing Districts (TIDs), which will be the main beneficiary of the services. If for some reason the services are needed for a non-TID purpose, the funding will come from another appropriate source. There are administrative funds assigned to each of the TIDs for these types of services and these services are allowable under the State of Wisconsin TID laws.

RECOMMENDATION

Staff recommends that the Common Council authorize a Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements; authorize the City Attorney to make technical corrections as needed; and authorize the Director of Administration to execute and administer the appropriate, related contract.

COUNCIL ACTION REQUESTED

Motion to authorize a Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements; authorize the City Attorney to make technical corrections as needed; and authorize the Director of Administration to execute and administer the appropriate, related contract.



VISION
ECONOMICS
STRATEGY
FINANCE
IMPLEMENTATION

March 15, 2023

Mayor Steve Olson
City of Franklin
9229 W Loomis Road
Franklin, WI 53132
City of Franklin, WI

RE: FINANCIAL DEAL REVIEW SERVICES

Dear Mayor Olson –

Pursuant to our recent discussions, SB Friedman Development Advisors, LLC (SB Friedman) is pleased to present this proposal to the City of Franklin (the "City") to continue to assist with the City's review and consideration of public/private financing packages for redevelopment projects in Franklin. SB Friedman requests additional authorization of **\$35,000** to continue to provide ongoing on-call support related to the proposed redevelopment projects. The services we provide will be flexible and vary based on the nature of the specific project, developer, financing tool and requested financial assistance package. We anticipate providing the following services on an as-needed basis:

- Review and provide feedback on reasonableness of developer assumptions (financing assumptions/leverage, construction costs, revenue per unit or square foot, operating expenses, financial returns, cap rates)
- Analyze developer's financial returns on a leveraged and unleveraged basis
- Evaluate the rationale for the financing gap
- Run sensitivity analyses regarding financing gaps
- Review and provide feedback and recommendations on deal terms
- Review financial capacity and organizational wherewithal of developer to undertake proposed development
- Prepare or evaluate third-party property tax and TID projections
- Prepare technical memoranda and/or other documentation regarding analyses
- Participate in meetings and conference calls with the City and developer

Cost Proposal

In recognition of the variable scope, this engagement will be structured as an hourly "time and materials" engagement with flexible, on-call services. Professional fees for these services will be based on the time required at the then-current hourly billing rates of the SB Friedman personnel assigned to the project. The following Project Hourly Rates apply to this engagement:

Partner/Senior Vice President	\$305	Associate	\$184
Vice President	\$264	Research Associate	\$168
Project Manager	\$252	Editor	\$115
Associate Project Manager	\$226	Intern/Data Entry/Support	\$108

These rates will be in effect until December 31, 2023. After that date, rates are subject to adjustment by up to 5 percent.

Expenses including travel and mileage, tolls, parking, publications, maps, telephone toll charges, photocopies, report reproduction, color reproduction, faxes, messenger and express services, data purchased specifically for this project, use of company-owned or -licensed databases, and other out-of-pocket expenses will be billed as incurred without mark up

Invoices will be rendered not more frequently than monthly as our work progresses for services and costs incurred. Invoices are payable within 30 days.

If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

The attached Limitations of Engagement apply to this engagement.

Acceptance Procedures

We appreciate the opportunity to continue to assist the City of Franklin. Please sign and return a copy of this letter to indicate your agreement to these terms.

Sincerely –
SB Friedman Development Advisors, LLC



Lance Dorn
Partner
(312) 424-4255, ldorn@sbfriedman.com

Accepted –

Signature Date

Printed Name Title

LIMITATIONS OF OUR ENGAGEMENT

Our deliverables will be based on estimates, assumptions and other information developed from research, knowledge of the industry, and meetings with the City and developers during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the deliverables. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur, therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our memorandum, and the variations may be material. Our deliverables will contain a statement to that effect.

The terms of this engagement are such that we have no obligation to revise the deliverables to reflect events or conditions which occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in assessment practices, changes in the TID statute or other applicable law, interest rates, and other factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our deliverables will be intended solely for your information and that of the City Council for purposes of evaluating the proposed project's need for financial assistance and is not a recommendation to issue bonds or other securities. It should not be relied upon by any other person, firm, or corporation or for any other purposes. Neither the deliverable nor its contents, nor any reference to our firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors. Our work products are not intended to constitute advice for the client to issue (or refrain from issuing) specific municipal securities.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT, made and entered into this 6th day of July, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and *SB Friedman Development Advisors* (hereinafter "CONSULTANT"), whose principal place of business is 221 N LaSalle Street, Suite 820, Chicago, IL 60601.

WITNESSETH

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

WHEREAS, in the judgment of CITY, it is necessary and advisable to obtain the services of the CONSULTANT to provide a third-party review, analysis, and recommendations regarding various key terms and conditions related to existing and contemplated development agreements;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CITY including a third-party review, analysis, and recommendations regarding various key terms and conditions related to existing and contemplated development agreements as requested by the CITY. CONSULTANT and CITY shall agree on scope regarding each individual request for assistance in advance of work commencing.
- B. CONSULTANT has provided and the CITY has received the Municipal Advisor Agreement, dated July 6, 2021, which is required if the CONSULTANT provides Municipal Advisory Services as defined by the Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB); which is annexed hereto and incorporated herein as Attachment A.
- C. CONSULTANT shall serve as CITY'S professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and SUB-CONSULTANTS when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CITY.
- D. CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent SUB-CONSULTANTS to, CONSULTANT and not of CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. CITY understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure.

- E. 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

CITY agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services requested by the CITY, at standard billing rates, as follows:

Senior Vice President	\$280	Associate Project Manager	\$210
Vice President	\$240	Associate	\$170
Project Manager	\$235	Research Associate	\$155

with a not-to-exceed budget of \$35,000, subject to the terms detailed below:

- A. CONSULTANT may bill CITY and be paid for all work satisfactorily completed hereunder on a monthly basis. CITY agrees to pay CONSULTANT'S invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$35,000. 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 CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CITY to perform work over and above that described in the original AGREEMENT.
- D. Should CITY find deficiencies in work performed or reported, it will notify CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CITY'S review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CITY.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Peggy Steeno, Director of Administration, will coordinate the work of the CONSULTANT, and be solely responsible for communication within the CITY'S organization as related to all issues originating under this AGREEMENT.
- B. CITY will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CITY, Fran Lefor Rood, Senior Vice President, as the CONSULTANT'S Project Manager and key provider of the Basic Services. Substitution of other staff may occur only with the consent of CITY.

V. TERMINATION

- A. This AGREEMENT may be terminated by CITY, for its convenience, for any or no reason, upon written notice to CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by CITY, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT 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, CONSULTANT shall deliver to CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CITY whether in completed form or in process. CITY shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CITY and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONSULTANT 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	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000) CITY shall be named as an additional insured on a primary, non-contributory basis.
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$2,000,000 per occurrence for bodily injury, personal injury, and property \$2,000,000 minimum aggregate per person, per aggregate CITY shall be named as an additional insured on a primary, non-contributory basis.
D Worker's Compensation and Employers' Liability	\$1,000,000 single limit \$500,000 per accident
E. Errors and Omissions (Professional Liability)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, CONSULTANT shall supply CITY 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 CITY, and naming CITY as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, CITY'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 CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONSULTANT, the CONSULTANT'S officers, directors, partners, employees, and CONSULTANTS 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 the CITY or the CITY'S officers, directors, partners, employees, and CONSULTANTS with respect to this AGREEMENT.

- C. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CITY 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 CITY 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

The CONSULTANT shall commence work promptly and diligently upon execution of this AGREEMENT.

IX. DISPUTES

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

X. RECORDS RETENTION

CONSULTANT 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 CONSULTANT to CITY 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 CONSULTANT under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. **Conflict of Interest.** CONSULTANT warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a CITY review and written approval is required for the CITY to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CITY and CONSULTANT.

XII. CONTROLLING TERMS AND PROVISIONS

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

SB Friedman Development Advisors

BY _____

BY _____

PRINT NAME Stephen R Olson

PRINT NAME _____

TITLE: Mayor

TITLE. _____

DATE. _____

DATE _____

BY _____

PRINT NAME. Paul Rotzenberg

TITLE Director of Finance and Treasurer

DATE _____

BY _____

PRINT NAME Sandra L. Wesolowski

TITLE City Clerk

DATE _____

Approved as to form

Jesse A. Wesolowski, City Attorney

DATE _____

MUNICIPAL ADVISORY SERVICES

A portion of the services provided by SB Friedman Development Advisors to the City of Franklin, Wisconsin (the "City") may constitute Municipal Advisory Services as defined by the Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). SB Friedman Development Advisors is registered with the SEC and MSRB as a Municipal Advisor.

MSRB Rule G-42 requires that a Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the City's determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to the City. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. The Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about the City and the authority of each person acting on the City's behalf. The City agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the City agrees that, to the extent the City seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, the City will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

MSRB Rule G-42 also requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. *SB Friedman* has no material conflicts to disclose.

DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR

This Disclosure Statement is provided by *SB Friedman Development Advisors*, ("Municipal Advisor") to the City in connection with the Municipal Advisor Agreement dated July 6, 2021 (the "Agreement"), and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of the Municipal Advisor required to be disclosed to the City pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

There are no known material conflicts of interest known to the Municipal Advisor in connection with the scope of services under the Agreement. Please be advised, however, that the fees due under the Agreement are based on hourly fees of Municipal Advisor's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the City and Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, as the Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This potential conflict of interest is mitigated by the Municipal Advisor's adherence to its fiduciary duty to the City, which includes a duty of loyalty to the City in performing all municipal advisory activities for the City. This duty of loyalty obligates the Municipal Advisor to deal honestly and with the

utmost good faith with the City and to act in the City's best interests without regard to the Municipal Advisor's financial or other interests

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, *SB Friedman* ("Municipal Advisor") sets out below required disclosures and related information in connection with such disclosures.


There are no legal or disciplinary events material to the City's evaluation of the Municipal Advisor or the integrity of the Municipal Advisor's management or advisory personnel that are disclosed, or should be disclosed, on any Form MA or Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Municipal Advisor. The Municipal Advisor will provide the City with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: July 6, 2021

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE March 21, 2023
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Ordinance 2022-2528, An Ordinance Adopting The 2023 Annual Budget for The Fund Balance to Provide \$2,348.00 To The 2023 Equipment Replacement Fund for The Purchase of a Vehicle in The Engineering Department	ITEM NUMBER G.13.

BACKGROUND

On March 7, 2023, Common Council authorized Staff to cancel a previous \$28,783.00 purchase order for a Ford Explorer and purchase a comparable Chevrolet Traverse for \$31,141.00. Staff was further directed to prepare a future budget amendment to increase account 42-0321-5811 by \$2,358.00.

ANALYSIS

No discussion beyond what was previously discussed on March 7, 2023. This action addresses what was previously directed to Staff.

OPTIONS

Approve- as the purchase was authorized on March 7, 2023.

FISCAL NOTE

This item was included in the 2022 Equipment Replacement Fund, Account Number 42-0321-5811 and Purchase Order #74855 was issued for \$28,783.00. Staff recommends canceling the 2022 PO and issuing a new 2023 PO for \$31,141.00 with the additional \$2,348.00 to be taken from the fund balance.

COUNCIL ACTION REQUESTED

Adopt Ordinance 2023-_____ an Ordinance to amend Ordinance 2022-2528, an Ordinance adopting the 2023 Annual Budget for the Fund Balance to provide \$2,348.00 to the 2023 Equipment Replacement Fund for the purchase of a vehicle in the Engineering Department.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023_____

AN ORDINANCE TO AMEND ORDINANCE 2022-2528, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE FUND BALANCE TO PROVIDE \$2,348.00 TO THE 2023 EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE OF A VEHICLE IN THE ENGINEERING DEPARTMENT

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; an engineering vehicle ordered in 2022 was not delivered and subsequently canceled by the vendor in 2023; and

WHEREAS; a similar vehicle will cost an additional \$2,348.00; and

WHEREAS; common council has considered the issue and has authorized staff to place an order for another vehicle in the amount of \$31,141.00.

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

Section 1 That the 2023 Budget for the Equipment Replacement Fund 42 be amended as follows:

Appropriation / Expenditure

42-0321-5811 Equipment Replacement Fund Increase \$2,348.00

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this ordinance on the city's web site.

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


APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES ___ NOES ___ ABSENT ___

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE March 21, 2023
Reports & Recommendations	A Resolution to Grant a 12-Foot Wide Access Easement and an 8-Foot Wide Utility Easement for Everstream GLC Holding Company LLC at 5600 W. Airways Avenue Tax Key No. 899-9990-068	ITEM NO. G.14.

BACKGROUND

The City has an antenna/tower behind the City of Franklin-Utility Department building 5550 W. Airways Avenue with several tenants located on the tower. The address of the tower is 5572/5600 W. Airways Avenue.

Everstream GLC Holding Company LLC, is requesting an easement for a 12-foot wide access easement to access the said tower and an 8-foot wide utility easement to install fiber optic on City of Franklin property for the purposes of replacing antiquated fiber optic cable and the maintenance of said fiber optic cable.

ANALYSIS

The purpose of this easement is to construct, install, operate, maintain, repair and access the tower. Conduit and fiber optic cable will be installed on the west and the north sides of the property to the communication tower.

OPTIONS

Approve or Deny

FISCAL NOTE

Granting an easement has no fiscal impact but does allow revenue to be generated by leasing space on the tower.

RECOMMENDATION

Motion to adopt Resolution 2023-_____ a resolution to grant a 12-foot wide access easement and an 8-foot wide utility easement to Everstream GLC Holding Company LLC at 5600 W. Airways Avenue, Tax Key No. 899-9990-068.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION TO GRANT A 12-FOOT WIDE ACCESS EASEMENT AND AN 8-FOOT WIDE UTILITY EASEMENT FOR EVERSTREAM GLC HOLDING COMPANY LLC AT 5600 W. AIRWAYS AVENUE TAX KEY NO. 899-9990-068

WHEREAS, Everstream is a Federal Regulated Communication Company and a fiber optic provider for T-Mobile which provide cell service; and

WHEREAS, the City has an antenna/tower behind the City of Franklin-Utility Department building 5550 W. Airways Avenue with several tenants located on the tower; and

WHEREAS, Everstream needs an access and utility easement to construct, install, operate, maintain, repair, and access the tower; and

WHEREAS, conduit, and fiber optic cable will be installed on the west and the north sides of the property to the communication tower that is located behind the City of Franklin-Utility Department building, 5572/5600 W. Airways Avenue.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Mayor and City Clerk may execute a document to grant an easement to Everstream GLC Holding Company LLC at the City-owned parcel 2 of CSM #6167. Tax Key Number 899-9990-068.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easement 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:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

GEM

UTILITY ACCESS EASEMENT AGREEMENT

THIS UTILITY ACCESS EASEMENT AGREEMENT (the "Agreement") is made effective the on the date of the last signature, below, by and between CITY OF FRANKLIN, a Wisconsin municipal corporation ("Grantor") and EVERSTREAM GLC HOLDING COMPANY LLC, a Delaware limited liability company ("Grantee"), collectively, the "Parties".

WHEREAS, Grantor owns property located at 5600 W Airways Ave City of Franklin, Milwaukee County, Wisconsin 53132, Parcel # 8999990068, and being PART of lands granted to Grantor by deed dated 07/02/1964 and recorded at reel 214, image 357, and also and being PART of lands granted to Grantor by deed recorded 10/11/2010 at Document # 09924706 in the Milwaukee County Register of Deeds, and Parcel 2 of Certified Survey Map # 6167 dated November 16, 1995, and Recorded as Document # 7151543 in the Milwaukee County Register of Deeds ("Grantor's Property"), as described upon Exhibit A annexed hereto and incorporated herein; and

WHEREAS, Grantee desires to obtain an easement on Grantor's Property for the purposes of replacing antiquated fiber optic cable and the maintenance of said fiber optic cable thereafter and as contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows

- 1. Grant** Grantor grants and conveys to Grantee and its heirs, successors, lessees, and licensees, the right of ingress, egress, and regress together with the right to install, operate, maintain, and replace utility wires, conduits, pipes, wires, cables, and other related facilities upon the property as more fully shown and depicted on Exhibits B and B-1, and as legally described on Exhibit C attached hereto and made part hereof ("Easement Area").
- 2. Easement Term** The term of this Agreement shall commence as of the date of this Agreement and shall continue for a period of ninety nine (99) years. The term shall automatically renew for another fifty (50) years unless one (1) year prior written notification is provided by Grantor to Grantee.
- 3. Consideration**. Grantor agrees to convey the rights and access described herein in exchange for good and valuable consideration separately agreed to, the receipt and sufficiency of which are hereby acknowledged.
- 4. Grantee's Right to Terminate**. Grantee shall have the right to terminate this Agreement, at any time, without cause, by providing Grantor one hundred eighty (180) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder. Prior to any termination of this Agreement, by Grantee as aforesaid and/or prior to any of Grantee's, its heirs', successors', lessees', and licensees' cessation of the use for the utility purposes set forth herein, Grantee, its heirs, successors, lessees, and licensees, shall remove all of its personal

property and facilities from the Easement Area and restore Grantor's Property to the condition it was in prior to this Agreement with reasonable wear expected.

5. **Removal of Obstructions** Grantee has the right to reasonably remove obstructions from the Easement Area, including but not limited to vegetation, which may encroach upon, interfere with, or present a hazard to Grantee's intended use of the Easement Area. Grantee shall remove and dispose any materials removed.
6. **Recording** This Agreement shall be recorded in the Office of the Register of Deeds of Milwaukee County.
7. **Hold Harmless**. Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents
8. **Interference with Grantor's Business**. From and after the date hereof and continuing until the Agreement is terminated, Grantor shall have the right to use the Easement Area in any manner that will not interfere with the rights or intended use of Grantee contained herein.
9. **Entire Agreement** Grantor and Grantee agree that this Agreement contains all of the agreements, promises and understandings between Grantor and Grantee. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
10. **Construction of Document**. Grantor and Grantee acknowledge that this document shall not be

construed against the drafter by virtue of said party being the drafter.

11. **Applicable Law** 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.

12. **Notices**. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the addresses contained herein. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

If to Grantor:

City of Franklin
c/o Office of the City Clerk
9229 West Loomis Road
Franklin, Wisconsin, 53132

If to Grantee:

Everstream GLC Holding Company LLC
1228 Euclid Avenue
Suite 250
Cleveland, Ohio 44115

13. **Partial Invalidity** If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

14. **Successors and Assigns**. Except as otherwise provided herein, this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

[SIGNATURES LOCATED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the dates set forth below.

Grantor: CITY OF FRANKLIN

Grantor: CITY OF FRANKLIN

By: Stephen R. Olson

By: Karen L. Kastenson

Title: Mayor

Title: City Clerk

Date:

Date:

Grantee EVERSTEAM GLC HOLDING COMPANY LLC

By: _____

Printed Name: Greg Meinczinger

Title: Executive Vice President, Operations

Date: _____

ACKNOWLEDGEMENT - GRANTOR

State of Wisconsin)

)

County of Milwaukee)

On this ____ day of _____, 2023, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared **Stephen R. Olson, Mayor**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is /are subscribed to the within Easement, and acknowledged that he executed the same for the purposes therein contained, on behalf of the City of Franklin, and as authorized by the City of Franklin Common Council.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____ Notary Public

ACKNOWLEDGEMENT - GRANTOR

State of Wisconsin)
)
County of Milwaukee)

On this ____ day of _____, 2023, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared **Karen L. Kastenson, City Clerk**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is /are subscribed to the within Easement, and acknowledged that she executed the same for the purposes therein contained, on behalf of the City of Franklin, and as authorized by the City of Franklin Common Council.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____ Notary Public

ACKNOWLEDGEMENT - GRANTEE

State of _____)
)
County of _____)

On this ____ day of _____, 2023, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared **Greg Meinczinger**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is /are subscribed to the within Easement, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____ Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

(PARENT PARCEL)

All of Parcel Two (2) of Certified Survey Map No. 6167 as recorded in Reel 3673, Image 897-898 of Milwaukee County Records, Milwaukee County, Wisconsin

AND ALSO

A part of Parcel 1 of Certified Survey Map 5511, also part of the Northwest 1/4 and Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in Milwaukee County, State of Wisconsin Said Certified Survey Map being a map duly recorded on January 18, 1991, in Reel 2488, Images 1313 to 1316 Incl , Document No 6451104, at the Register of Deeds in Milwaukee County, State of Wisconsin, bounded and described as follows

Commencing at the Northwest corner of said 1/4 Section, thence N.88°22'14"E , along the north line of said 1/4 Section 965 00 feet to a point, thence S.00°24'46"E , and parallel with the west line of said 1/4 Section, 110 02 feet to the northwest corner of PARCEL 1 of said certified survey map; thence S 00°24'46"E , and parallel to the west line of said 1/4 Section, 515 00 feet to a point, thence S.88°22'14"W., and parallel with the north line of said 1/4 Section 350 07 feet to a point on the east line of S. 58th Street, said point being the northwest corner of said certified survey map, thence S 00°24'46"E , 672 72 feet to the southwest corner of said certified survey map; N 88°22'14"E., 250.00 feet to a point, thence S 00°24'46"E., 250 00 feet to a point; thence N.88°22'14"E , 300 00 feet to a point, thence S 00°24'24"E , 185 93 feet to the point of beginning of the land to be described, thence continuing S 00°24'46"E , 264 00 feet to a point; thence N 88°22'14"E , 150 26 feet to a point, thence N 00°30'30"W along the east property line of said Parcel 1 of Certified Survey Map No 5511, 263.99 feet to a point, thence S 88°22'14"W , 149 79 feet to the point of beginning

Said land containing 39,597 77 square feet (0 91 acres)

EXHIBIT "C"
LEGAL DESCRIPTION OF EASEMENT

(12' WIDE ACCESS EASEMENT)

A part of Parcel Two (2) of Certified Survey Map No. 6167 as recorded in Reel 3673 as Images 897 to 899 of Milwaukee County Records, being located in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-Six (26), Township Five (5) North, Range Twenty-One (21) East, City of Franklin, Milwaukee County, Wisconsin containing 3,341 square feet (0.076 acres) of land and being Six (6) feet each side of and parallel with the following described line:

Commencing at the West Quarter Corner of said Section 26, thence N88°-31'-27"E 1068.13 feet along the south line of the NW1/4 of said Section 26; thence N01°-28'-33"W 651.95 feet to a point on the north line of W Airways Avenue and the point of beginning; thence N01°-37'-44"W 154.19 feet; thence N20°14'-43"E 68.36 feet, thence N89°-35'-42"E 55.85 feet to the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on said north line of W Airways Avenue

(8' WIDE UTILITY EASEMENT)

A part of Parcel Two (2) of Certified Survey Map No. 6167 as recorded in Reel 3673 as Images 897 to 899 of Milwaukee County Records, being located in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-Six (26), Township Five (5) North, Range Twenty-One (21) East, City of Franklin, Milwaukee County, Wisconsin containing 2,683 square feet (0.061 acres) of land and being Four (4) feet each side of and parallel with the following described line

Commencing at the West Quarter Corner of said Section 26, thence N88°-31'-27"E 964.51 feet along the south line of the NW1/4 of said Section 26, thence N01°-28'-33"W 651.62 feet to a point on the north line of W Airways Avenue and the point of beginning; thence N00°-04'-22"E 237.04 feet, thence N88°-22'-14"E 98.31 feet to the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on said north line of W Airways Avenue

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE March 21, 2023
Reports & Recommendations	Request to Participate in State Contract for Purchase of 2,500 Tons of Salt and an Additional 500 Tons in Reserve	ITEM NO. G.15

BACKGROUND

Each year the State of Wisconsin reports the tonnage of salt that each community wants to have included in the State contract. In addition to the State contract amount, an additional 20 percent can be placed in reserve, which is optional for the City to purchase. In addition, Franklin estimates salt usage and budgets the purchase in annual budgets.

ANALYSIS

In 2022, the price of salt was \$69.90/ton. Staff is expecting the 2023 prices to be approximately \$75.00/ton (this accounts for an approximate 7% increase). Staff has been asked to enter our request in the State Contract for the upcoming year.

In the past, the City has seen benefits of planning to have available twice the forecasted amount of salt for each season. For severe winters- like 2014, many communities could not obtain salt or had to pay excessive prices to get salt. Franklin had an adequate supply of salt on hand, used "normal price salt", and saved a significant amount. History indicates that DPW has needed an average of 2,100 tons for a "normal season". Considering the amount and type of streets being added to the system with the increased use of brine solution, the average need is now considered 2,400 tons. Two times a normal season is approximately 4,800 tons. As of now, the 2022-2023 snow season appears to be on track to leave us with approximately 2,300 tons on hand for next season. 2,500 tons is needed to achieve 4,800 tons to start next season.

The 2,500 tons, plus a 500 ton reserve, at \$75.00 per ton, is included as part of the \$228,900 budget in Salt Deicer (GL 01-0331-5364) for 2023. This account also covers the purchase of Geomelt.

Staff recommends the following strategy for a 2023-24 salt order:

2,500 tons regular order (@\$75.00/ton = \$187,500.00)

500 tons for 20% reserve order (@\$75.00/ton = \$37,500.00)- Note that we do not have to purchase this reserve amount but it is available for the bid amount if needed.

OPTIONS

As past practice, it is important to order the salt with the State contract as our best prices are with the State contract.

FISCAL NOTES

Salt Deicer (GL 01-0331-5364) has a budget of \$228,900. Assuming the \$75.00/ton bid price, \$187,500 would be the minimum cost and \$225,000 would be the maximum cost if all of the reserve amount were claimed.


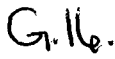
Geomelt generally costs \$9,000 per load. The need for Geomelt has ranged from one to four loads per year.

RECOMMENDATION

Motion to direct Staff to participate in State contract for purchase of 2,500 tons of salt with an option of an additional 500 tons in reserve.

Engineering: GEM

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE March 21, 2023
REPORTS AND RECOMMENDATIONS	Quarles & Brady LLP Request for Potential Conflict of Interest Informed Consent Waiver with Regard to its Representation of the City and Requested Representation of Waste Management Upon an Unrelated to City Representation Services Matter	ITEM NUMBER 
<p>Annexed hereto is a copy of an informed consent request from Attorney Bridgette J. Keating (on behalf of Attorney Rebecca A. Speckhard). The City Attorney's office does not see any conflict of interest problem occurring from the requested representation on totally unrelated matter(s).</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to authorize the Mayor to execute the informed consent letter in the form and content as annexed hereto.</p>		

Legal Services Dept.: jw



411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414-277-5000
Fax 414-271-3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
San Diego
Tampa
Tucson
Washington, D.C

March 16, 2023

VIA EMAIL

Mr. Stephen R. Olson
Mayor
City of Franklin
City Hall, 9229 West Loomis Road
Franklin, WI 53132

RE: Waste Management/City of Franklin Conflict Waiver

Dear Mr. Mayor and Common Council:

I am writing regarding Quarles & Brady's representation of Waste Management in connection with its Metro landfill in the City. Waste Management needs to soil borrow from a neighboring property that it also owns. This work may require entitlements/land use approval and/or permits from the City and/or Milwaukee County (the "Transaction"). For many years, Quarles & Brady has served as the City's bond and disclosure counsel in connection with the City's financings. In addition, we have provided tax incremental district development agreements preparations services and Tourism Commission and development related services, within the approximate past five years (collectively, all of these services shall be referred to as "Quarles Services"). Because of the Quarles Services in matters unrelated to the Transaction, our representation of Waste Management in this matter presents a potential conflict of interest under the Wisconsin Code of Attorneys Professional Responsibility requiring consultation with and consent by each client.

We have given careful consideration to the services we have been asked to perform for Waste Management, as well as the Quarles Services. We have concluded that our representation of Waste Management in connection with the Transaction and other matters unrelated to the City will not adversely affect our loyalty or service to, or our relationship with, the City in matters unrelated to Waste Management or the Transaction, including the Quarles Services. Similarly, we have concluded that our representation of the City in matters unrelated


Mr. Stephen R. Olson, Mayor
March 16, 2023
Page 2

to Waste Management or the Transaction will not affect our loyalty or service to Waste Management with respect to the Transaction or in other matters unrelated to the City.

If you consent to our representation of Waste Management in matters related to the Transaction and other matters not involving the City, and our continued representation of the City in matters unrelated to Waste Management or the Transaction, on the terms set forth above please assist us in satisfying our professional responsibilities by signing this letter and returning it to me. Thank you for your consideration.

Yours very truly,

QUARLES & BRADY LLP


Bridgette J. Keating (on behalf of Rebecca
A. Speckhard)

BJK:RAS:crw


cc: Jesse A. Wesolowski, Esq. jweslaw@aol.com
Mr. Tom Bakalarski tbakalarski@franklinwi.gov

Acknowledgment and consent given this ____ day of March, 2023.

CITY OF FRANKLIN

By: _____
Stephen R. Olson
Mayor

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<p>APPROVAL</p> 	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>3-21-23</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Common Council Consideration of Code of Conduct Complaints. The Common Council may enter closed session pursuant to Wis.Stat. § 19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies 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 or data, or involved in such problems or investigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p>ITEM NUMBER</p> <p>G.17.</p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis.Stat. § 19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies 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 or data, or involved in such problems or investigations, 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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<p>APPROVAL</p> <p><i>X</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>03/21/23</p>
<p>LICENSES AND PERMITS</p>	<p>MISCELLANEOUS LICENSES</p>	<p>ITEM NUMBER</p> <p>H.</p>

See attached minutes from the License Committee meeting of March 7, 2023.

1. Miscellaneous Licenses and Permits for March 21, 2023.

COUNCIL ACTION REQUESTED

1. As recommended by the License Committee for the meeting of March 21, 2023.



414-425-7500

**License Committee
Agenda***

**Franklin City Hall Health Wing Room
9229 W. Loomis Rd
Franklin, WI
March 21, 2023 – 5:45 p.m.**

1.	Call to Order & Roll Call	Time:		
2.	Citizen Comment			
3.	Approval of Minutes for Regular License Committee Meeting of March 7, 2023.			
4.	License Applications Reviewed		Recommendations	
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:50 p.m.	Rock Sports Complex – Fireworks Displays after Milkmen Games – 2023 Season Person in Charge: Paul Cimoch Location: 7011 S. Ballpark Dr. Dates of Event: 5/26, 6/9, 6/23, 6/30, 7/18, 7/21, 8/4, 8/18, 9/1			
Operator 2022-2023 New	Eberhardt, Melody J Romey's Place			
Operator 2022-2023 New	Meeks, Ericka Romey's Place			
Operator 2023-2024 Renewal	Dejna, Jeffrey F The Rock Sports Complex			
Operator 2023-2024 Renewal	Fons, Dennis M Franklin Noon Lions Club			
"Class B" Beer & Liquor Change of Agent 2022-2023	Tuckaway Country Club DBA – Tuckaway Country Club 6901 W. Drexel Ave. Joel Voisin			
Temporary Entertainment & Amusement	Franklin Health Dept – Wellness Day – Spring sprint Person in Charge: Ellen Henry Event: Franklin Wellness Day – Spring Sprint Event Date: Saturday, 5/20/2023			
5.	Adjournment	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
Minutes***

**Franklin City Hall Alderman Room
9229 W. Loomis Rd
Franklin, WI
March 7, 2023 – 6:00 p.m.**

1.	Call to Order & Roll Call – Alderwoman Eichmann & Alderwoman Wilhelm Present; Alderwoman Hanneman Not Present	Time: 6:06 p.m.
2.	Citizen Comment – No citizens were present to speak.	
3.	Approval of Minutes for Regular License Committee Meeting of February 7 & February 20, 2023 – Alderwoman Wilhelm moved & Alderwoman seconded	
4.	License Applications Reviewed	Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	Crewz, Taylor E Irish Cottage	√		
Operator 2022-2023 New	Rehberg, Richard S The Landmark	√		
Operator 2023-2024 Renewal	Crass, Daniel P Franklin Noon Lions	√		
5. Extraordinary Events	7a – Continuation of review for the extraordinary events 7b – Present possible duties of a review committee 7c – Direct the clerk’s office to include the extraordinary applications in the online & printed packets	Alderwoman Eichmann moved and Alderwoman Wilhelm seconded a recommendation to council after being reviewed by staff and brought back to the committee of the whole meeting in May, 2023 motion carried.		
6.	Adjournment	Alderwoman Wilhelm moved and Alderwoman Eichmann seconded to adjourn at 6:16 p.m. Alderwoman Wilhelm moved and Alderwoman Eichmann seconded to reopen the meeting to approve License Committee Minutes of February 7 & 20, 2023, Alderwoman Eichmann moved and Alderwoman Wilhelm seconded to adjourn at 6:18 p.m. motion carried.		

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APPROVAL <i>X B</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/21/2023
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated March 3, 2023 through March 16, 2023, Nos 191836 through Nos 192004 in the amount of \$ 1,055,344 89 Also included in this listing are EFT's Nos 5259 through EFT Nos 5271, Library vouchers totaling \$ 7,435 49, Tourism vouchers totaling \$ 7,500 00, Water Utility vouchers totaling \$ 8,660 09 and Property Tax Refunds in the amount of \$ 22,496 00

Early release disbursements dated March 3, 2023 through March 15, 2023 in the amount of \$ 515,919 26 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated March 10, 2023 is \$ 461,875 61, previously estimated at \$430,000 Payroll deductions dated March 10, 2023 are \$ 241,572 52, previously estimated at \$ 235,000

The estimated payroll for March 24, 2023 is \$ 435,000 with estimated deductions and matching payments of \$ 485,000

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of March 16, 2023 in the amount of \$ 1,055,344 89 and
- Payroll dated March 10, 2023 in the amount of \$ 461,875 61 and payments of the various payroll deductions in the amount of \$ 241,572 52, plus City matching payments and
- Estimated payroll dated March 24, 2023 in the amount of \$ 435,000 and payments of the various payroll deductions in the amount of \$ 485,000, plus City matching payments

ROLL CALL VOTE NEEDED