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*REVISED
CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY APRIL 16, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of April 3, 2024.
- D. Hearings.
- E. Organizational: Mayoral Commission Appointments:
 - 1. Mayoral Aldermanic Appointments:
 - (a) Alderman Holpfer-Finance Committee, 1 year term expires 04/15/25.
 - (b) Alderman Holpfer-Civic Celebrations, 2 year term expires 06/30/26.
 - (c) Alderwoman Eichmann-License Committee, 1 year term expires 04/15/25.
 - (d) Alderwoman Day-Finance Committee, 1 year term expires 04/15/25.
 - (e) Alderwoman Day-License Committee, 1 year term expires 04/15/25.
 - (f) Alderwoman Day-Plan Commission, 1 year term expires 04/15/25.
 - (g) Alderman Craig-License Committee, 1 year term expires 04/15/25.
 - (h) Alderman Craig-Finance Committee, 1 year term expires 04/15/25.
 - 2. Mayoral Boards and Commission Appointments:
 - (a) Leah Voss, W22758775 Durand Dr., Big Bend, WI 53103, Franklin Public School District Community Education and Recreation Department Member as an Ex-Officio, Parks Commission - Non-Voting Member (Indefinite Term).
 - (b) Karen Marschner, 10340 W. Whitnall Edge Dr., Unit #102, Ald. Dist. 6 – Architectural Board (Alternate Member for a 3 year term expiring 04/16/27).
 - (c) John Bergner, 8501 S. Parkland Dr., Ald. Dist. 4 - Civic Celebrations Commission (3 year term expiring 06/30/27).
 - (d) Robert Knackert, 9049 S. 83rd St., Ald. Dist. 1 - Civic Celebrations Commission (3 year term expiring 06/30/27).
 - (e) Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4 - Civic Celebrations Commission (3 year term expiring 06/30/27).
 - (f) Douglas Clark, 8173 S. 100th St., Ald. Dist. 2 - Civic Celebrations Commission (3 year term expiring 06/30/27).
 - (g) Steve Bobowski, 9012 S. Cordgrass Circle W, Ald. Dist. 6 - Economic

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- (h) Development Commission (2 year term expiring 06/30/26).
Justin Lockridge, 7108 W. Rawson Ave, Ald. Dist. 2 - Economic Development Commission (1 year term expiring 06/30/25).
- (i) Timothy Wachter, 3930 W. Victory Creek Dr., Ald. Dist. 3 - Economic Development Commission (2 year term expiring 06/30/26).
- (j) Barbara Wesener, 7479 Carter Circle South, Ald. Dist. 5 - Economic Development Commission for a (2 year term expiring 06/30/26).
- (k) Linda Horn, 9451 W. Puetz Rd., Ald. Dist. 1 - Environmental Commission (3 year term expiring 04/30/27).
- (l) Sudarshan Sharma, 6845 S. 68th St., Apt. 104, Ald. Dist. 2 - Environmental Commission (3 year term expiring 04/30/27).
- (m) Lori Domzil, 7495 S. 74th St., Ald. Dist. 5 - Fair Commission (3 year term expiring 04/30/27).
- (n) Dharma Hammond, 11459 W. St. Martins Rd., Ald. Dist. 6 - Fair Commission (3 year term expiring 04/30/27).
- (o) Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5 - Finance Committee (1 year term expiring 04/30/25).
- (p) Joe Mercado, 10162 S. 34th St., Ald. Dist. 4 - Finance Committee (1 year term expiring 04/30/25).
- (q) Mohammed Nowman, 4455 W. Woodland Dr., Ald. Dist. 3 - Finance (1 year term expiring 04/30/25).
- (r) John Howard, 6658 W. Robinwood Ln., Ald. Dist. 5 - Finance Committee (1 year term expiring 04/30/25).
- (s) Deborah Davis, 9460 S. 96th St, Ald. Dist. 1 - Board of Health (2 year term expiring 04/30/26).
- (t) James Rydlewicz, 9901 W. Rawson Ave., Ald. Dist. 2 - Board of Health (2 year term expiring 04/30/26).
- (u) Amy Marzofka, 7950 S. 61st Street, Ald. Dist. 5 - Board of Health (2 year term expiring 04/30/26).
- (v) Alan Aleksandrowicz, 3927 W. Glenwood Dr., Ald. Dist. 4 - Library Board (3 year term expiring 06/30/27).
- (w) Maria Imp, 12131 W. Elmwood Drive, Ald. Dist. 6 - Library Board (3 year term expiring 06/30/27).
- (x) Michael Karolewicz, 8208 W. Coventry Dr., Ald. Dist. 2 - Library Board (3 year term expiring 06/30/27).
- (y) Susan Lance, 4141 Maplecrest Dr., Ald. Dist. 4 - Parks Commission (3 year term expiring 04/30/27)
- (z) Michael Wrench, 3824 W. Forest Hill Ave., Ald. Dist. 5 - Parks Commission (3 year term expiring 04/30/27).
- (aa) Saralyn Emmons, 9339 S. 44th Ct., Ald. Dist. 4 - Personnel Committee (3-year term expiring 04/30/27).
- (bb) Michael Shawgo, 10250 W. Ryan Rd., Ald. Dist. 4 - Plan Commission (3 year term expiring 04/30/27).
- (cc) Francesco Mineo, 8715 W. Meadow Ln., Ald. Dist. 2 - Fire and Police Commission (5 year term expiring 04/30/29).

- (dd) Rebecca Specht, 3185 W. Yorkshire Cir., Ald. Dist. 4 - Plan Commission (1 year term expiring 04/30/25).
 - (ee) Ken Skowronski II, 7960 S. 116th St., Ald. Dist. 6 - Board of Public Works (3 year term expiring 04/30/27).
 - (ff) Laura Galusha, 3922 W. Heatheridge Dr., Ald. Dist. 3 - Technology Commission (3 year term expiring 04/30/27).
 - (gg) Andy Pelkey, 9320 W. Grandview Ct., Ald. Dist. 2 - Technology Commission (3 year term expiring 04/30/27).
 - (hh) John Farney, 8014 S. 59th St., Ald. Dist. 5 - Technology Commission (3 year term expiring 04/30/27).
 - (ii) Jaspreet Kaur, 6874 S. Dory Dr., Ald. Dist. 3 - Technology Commission (3 year term expiring 04/30/27).
 - (jj) James Schubilske, 7342 South Cambridge Drive, Ald. Dist 2 - Board of Water Commissioners (5-year term expires 09/30/29).
 - (kk) Bob Knackert, 9049 S. 83rd St., Ald. Dist. 1 - Board of Zoning and Building Appeals (3 year term expiring 04/30/27).
 - (ll) Donald Adams, 3211 W. Acre Ave., Ald. Dist. 4 - Board of Zoning and Building Appeals (3 year term expiring 04/30/27).
3. Mayoral Appointment of Weed Commissioner: Gene Ninnemann as Weed Commissioner for the calendar year of 2024 at a weed cutting fee of \$90/hour.

F. Letters and Petitions.

G. Reports and Recommendations:

- 1. Presentation from ROC – Enchant Christmas Event.
- *2. A Resolution Authorizing Certain Officials to Execute a Service Agreement with BCI Entertainment, LLC to Provide a Northern Lights Drone Show on July 5, 2024 as Part of the 2024 Independence Celebration; and upon new information that West Loomis Road will not be allowed for the City’s annual Independence Celebration parade due to ongoing construction at the time, a request for Common Council approval of a new Independence Celebration parade route, and which may provide for meet and stage in the Forest Park Middle School parking lot, and the Children’s Parade at the Education District Center at those School premises, with the parades proceeding north on Forest Meadows Drive to West Drexel Avenue and then proceeding west to and primarily concluding at Franklin Fire Station No. 1 at 8901 West Drexel Avenue, or such other route as the Common Council determines to be reasonable and appropriate.
- 3. Request Common Council Approval of an Intergovernmental Agreement with the City of Milwaukee, Which Would Allow for Reimbursement of Wages by the Federal Government, For Fire Department Personnel Assisting in Emergency Services Staffing for the Republican National Convention.
- 4. Approval of Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.
- 5. Authorization for the Department of Public Works to Purchase a 2023 Chevrolet Silverado LT 5500 Medium Duty Pickup Truck with Salter & Plow Attachments.
- 6. A Resolution Imposing Conditions and Restrictions for the Approval of a Special

- Use for a Self-Storage Facility Use upon Property located at 7045 South Lovers Lane Road (TKG III Acquisition LLC (d/b/a Storage Mart), Applicant).
7. A Resolution Conditionally Approving a Final Plat for the Cape Crossing Addition No. 1 Subdivision (at 12200 West Ryan Road) (Cape Crossing, LLC, Applicant).
 8. City of Franklin Health Department Annual Report: 2023.
 9. ROC Ballpark Commons' Tentative 2024 Schedule of Events.
 10. Memo summary as it relates to event permits, applications, and the County sound study, as requested by the Council.
 11. Budget Preparation Timetable for the 2025 Budget.
 12. A Resolution to Award the 2024 Local Street Improvement Program Contract to Payne & Dolan, Inc., in the Amount of \$1,726,486.35.
 13. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 9533 West Ryan Road, TKN 894-9002-000.
 14. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budgets for the Capital Outlay Fund, Capital Improvement Fund and Street Improvement Fund to Provide Carry Forward Appropriations from the 2023 Annual Budget for Specifically Identified Projects and Uses in the Amount of \$4,222,814.20.
 15. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with AK Developers, LLC for 7730 South Lovers Lane Road, TKN 794-9999-007.
 16. A Resolution for Acceptance of a Water Main Easement at 7730 South Lovers Lane Road, TKN 794-9999-007.
 17. A Letter of Support for a Ducks Unlimited Application for the National Fish and Wildlife Foundation- Sustain Our Great Lakes 2024 Grant at Water Tower Park- 8120 S. Lovers Lane Road (TKNS 801-9986-000, 801-9985-000, 801-9984-000, and 801-9987-000).
 18. A Resolution Authorizing an Amendment to an Agreement with CP2. Inc. for Professional Strategic Planning Services.
 19. An Ordinance to Amend §30-1. of the Municipal Code to Amend Ward Boundaries as Required by 2023 Wisconsin Act 94.
 20. Rich Busalacchi claim of March 18, 2024. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claim and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
 21. *James Mudlaff v City of Franklin, Eco-Resource Consulting, Incorporated and Ideal Land Management Services, LLC*, Milwaukee County Circuit Court, Case No. 23-CV-1053. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

- 22. Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
- 23. Potential Acquisition of a Portion of the Property by way of Acquiring Easements on 8035 West Ryan Road (TKN 896-9996-002), 9545 South 80th Street (TKN 896-9996-003), 7822/7824 West Park Circle Way South (TKNS 896-1051-000 / 896-1052-000), 7796/7794 West Park Circle Way North (TKNS 896-1044-000 / 896-1043-000), 9671 South 76th Street (TKN 896-9994-002), 9643 South 76th Street (TKN 896-9994-003), 9621 South 76th Street (TKN 896-9993-000), 9571 South 76th Street (TKN 896-9986-000), 7625 West Ryan Road (TKN 896-9985-000), 7761 West Ryan Road 209 (TKN 896-9987-001) and 7709 West Ryan Road (TKN 896-9987-002), and the Acquisition of a Portion of the Property by Way of Acquiring Fee Simple Ownership on 0 West Ryan Road (TKN 896-9996-001), for the installation, operation and maintenance of public improvements and facilities as part of the Department of Public Works Utility Facility Development and Expansion Project. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the Potential Acquisition of a Portion of the Property by way of Acquiring Easements on the properties identified in the title of this meeting agenda item for such purpose and the Acquisition of a Portion of the Property by Way of Acquiring Fee Simple Ownership on the property identified in the title of this meeting agenda item for such purpose, for the installation, operation and maintenance of public improvements and facilities as part of the Department of Public Works Utility Facility Development and Expansion Project, and the negotiating of the purchases and the investing of public funds, with regard to the potential acquisitions thereof, 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 April 16, 2024.

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

J. Adjournment.

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

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

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REMINDERS:

April 18	Plan Commission	6:00 p.m.
May 7	Common Council Meeting	6:30 p.m.
May 9	Plan Commission	6:00 p.m.
May 21	Common Council	6:30 p.m.
May 23	Plan Commission	6:00 p.m.
May 27	City Hall Closed-Memorial Day	

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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
APRIL 3, 2024
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on April 3, 2024, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.

CITIZEN COMMENT

B.1. Citizen comment period was opened at 6:33 p.m. and was closed at 6:44 p.m.

MINUTES
MARCH 19, 2024

C. Alderman Holpfer moved to approve the minutes of the Common Council meeting of March 19, 2024 as presented. Seconded by Alderman Barber. All voted Aye; motion carried.

MAYORAL
APPOINTMENTS TO
BOARDS/COMMISSIONS

E. Alderwoman Eichmann moved to confirm the following Mayoral appointments:

E.1. Steve Suhaysik, 4610 W. Drexel Ave., Ald. Dist. 3-Environmental Commission (3-year unexpired term expiring 4/30/2025).

E.2. Jesse M. Valdez, 8557 S. Parkland Dr., Ald. Dist. 4-Environmental Commission (3-year unexpired term expiring 4/30/2025).

E.3. Catherine Kosler, 8205 W. Drexel Ave., Dist. 1-Parks Commission (3-year unexpired term expiring 4/30/2026).

Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

HISTORICAL SOCIETY
HONORING THE
DECLARATION OF
INDEPENDENCE

G.1. Alderman Barber moved to propose honoring the 250th signing of the Declaration of Independence at the 2026 Fourth of July Celebration and honor all three requests: (1) Installing a liberty tree with a marker sign on the Franklin Historical Society's historic village of buildings in Lions Legend Park. (2) A resolution from the City of Franklin honoring Benjamin Franklin as one of the founding fathers of the United States. (3) Placing a plaque in front of City Hall honoring Benjamin Franklin. Seconded by Alderwoman Day. All voted Aye; motion carried.

PURCHASE
INSPECTION SERVICES
VEHICLE

G.2. Alderman Barber moved to approve the purchase of a 2024 Chevrolet Equinox in the amount of \$26,476 to replace Vehicle #776 with funding provided by the 2024 Fund 42 Equipment Replacement

Fund (42.0231.5811 Inspection Services Auto Equipment).
Seconded by Alderwoman Eichmann. All voted Aye; motion
carried.

FEMA/SAFER GRANT
FOR FIREFIGHTER
POSITIONS

G.3. Alderwoman Eichmann moved to request Council approval to apply for a Federal Emergency Management Administration (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant for Fiscal Year 2023, in order to fund six firefighter/paramedic full-time employees for a period of 36 months. Seconded by Alderman Barber. On a roll call, all voted Aye. Motion carried.

ORD. 2024-2603
AMEND ORD. 2023-2569
2024 ANNUAL
BUDGETS CAPITAL
OUTLAY FUND FOR
20023 FIRE DEPT
IMPROVEMENTS

G.4. Alderman Barber moved to adopt Ordinance No. 2024-2603, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO CARRYFORWARD \$234,700.00 OF UNUSED 2023 FIRE DEPARTMENT BUILDING IMPROVEMENTS APPROPRIATIONS FOR THE EXHAUST SOURCE CAPTURE REPLACEMENT AT ALL THREE FIRE STATIONS. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

RES. 2024-8127
AMEND RES. 2023-7959
SPECIAL USE – CAR
WASH AT 5484 S
RAWSON AVE., JILLY'S,
LLC, APPLICANT

G.5. Alderman Barber moved to adopt Resolution No. 2024-8127, A RESOLUTION AMEND RESOLUTION NO. 2023-7959, 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 5484 WEST RAWSON AVENUE (BY JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC, APPLICANT, DEVO PROPERTIES/RAWSON LLC, PROPERTY OWNER), TO EXTEND THE TIME FOR COMMENCEMENT OF THE SPECIAL USE DEVELOPMENT. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2024-8128
AMEND RES. 2003-5502
SPECIAL USE – 5801 W.
FRANKLIN DR., ALLIS
ROLLER LLC,
PROPERTY OWNER

G.6. Alderman Holpfer moved to adopt Resolution No. 2024-8128, A RESOLUTION TO AMEND RESOLUTION NO. 2003-5502 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR 5801 WEST FRANKLIN DRIVE (ALLIS ROLLER LLC, PROPERTY OWNER). Seconded by Alderwoman Day. All voted Aye; motion carried.

ORD. 2024-2604
AMEND MUNICIPAL
CODE TO ADD AN EX-
OFFICIO NON-VOTING
PARKS MEMBER

G.7. Alderman Barber moved to adopt Ordinance No. 2024-2604, AN ORDINANCE TO AMEND MUNICIPAL CODE § 10-7A, PARKS COMMISSION MEMBERSHIP BY ADDING A FRANKLIN PUBLIC SCHOOL DISTRICT COMMUNITY EDUCATION AND RECREATION DEPARTMENT MEMBER AS AN EX-OFFICIO, NON-VOTING MEMBER OF THE PARKS COMMISSION. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2024-8129
BUSINESS
DEVELOPMENT GUIDE
TO PROMOTE CITY

G.8. Alderman Barber moved to adopt Resolution No. 2024-8129, A RESOLUTION APPROVING A BUSINESS DEVELOPMENT GUIDE FOR MARKETING AND PROMOTING THE CITY OF FRANKLIN, WI. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2024-8130
AGREEMENT WITH CP2,
INC. FOR STRATEGIC
PLANNING SERVICES

G.9. Alderman Barber moved to adopt Resolution No. 2024-8130, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH CP2, INC. FOR PROFESSIONAL STRATEGIC PLANNING SERVICES. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. 2024-2605
MODIFY §207-15K(2)(i),
TO DEFER SPECIAL
ASSESSMENTS FOR
WATER TOWER

G.10. Alderwoman Eichmann moved to adopt Ordinance No. 2024-2605, AN ORDINANCE TO MODIFY SECTION 207-15K(2)(i) OF THE FRANKLIN MUNICIPAL CODE TO DEFER ASSESSMENTS FOR WATER LINES CONSTRUCTED FOR A WATER TOWER TO SERVE THE CITY OF FRANKLIN, subject to City Attorney technical corrections. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2024-8131
PRELIM. RES. FOR
PUBLIC HEARING FOR
WATERMAIN ON S.
LOVERS LANE RD.

G.11. Alderwoman Eichmann moved to adopt Resolution No. 2024-8131, A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15 OF THE MUNICIPAL CODE, AND SECTION 66.0701 OF THE STATE STATUTES AND ESTABLISH A PUBLIC HEARING DATE FOR THE COST OF A WATERMAIN ON S. LOVERS LANE ROAD FROM W. ST. MARTINS ROAD TO 7910 S. LOVERS LANE ROAD. Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2024-2606
AMEND ORD. 2023-2569
ANNUAL BUDGETS FOR
ARPA FUND TRANSFER
TO WATER UTILITY
FUND

G.12. Alderman Barber moved to adopt Ordinance No. 2024-2606, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE ARPA FUND TO RE-APPROPRIATE THE TRANSFER OF \$18,100 FROM THE CAPITAL IMPROVEMENT FUND TO THE WATER UTILITY FUND. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

RES. 2024-8132
PRELIM. RES. FOR
PUBLIC HEARING FOR
PATHWAY ON W.
LOOMIS RD.

G.13. Alderwoman Eichmann moved to suspend the rules to allow Kristen Wilhelm to speak. All voted Aye; motion carried.

Alderwoman Day moved to go back into regular session. All voted Aye; motion carried.

Alderwoman Day moved to adopt Resolution No. 2024-8132, A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15 OF THE MUNICIPAL CODE, AND SECTION 66.0701 OF THE STATE STATUTES AND ESTABLISH A PUBLIC HEARING DATE FOR THE COST OF A PATHWAY ON W. LOOMIS ROAD (STH 36) FROM W. ST. MARTINS ROAD (STH 100) TO W. RAWSON AVENUE (CTH BB) and direct staff to return with a budget amendment for this project taking funds from the Fund Balance project. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Mayor Nelson called a recess at 8:28 p.m.

Mayor Nelson reconvened at 8:37 p.m.

PUETZ PATHWAY
AGREEMENTS

G.14. Alderwoman Eichmann moved to direct staff to proceed with the solicitation and selection of a design consultant for the Puetz Pathway and return with a contract after all agreements necessary for funding the design are secure. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2024-8133
MASTER ENERGY
SERVICES AGREEMENT

G.15. Alderman Barber moved to adopt Resolution No. 2024-8133, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A MASTER ENERGY SERVICES AGREEMENT WITH JOHNSON CONTROLS, INC. TO DEVELOP AN ENERGY SAVING PERFORMANCE CONTRACT TO IMPLEMENT ENERGY EFFICIENCY, SAFETY, SECURITY AND RENEWABLE ENERGY MEASURES AT VARIOUS CITY BUILDINGS AND INFRASTRUCTURE. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2024-8134
RATIFY OFFER TO
PURCHASE PROPERTY
AT 9619 S. 60TH ST.
WITH MALLORY
IMPROVEMENT CORP.

G.16. Alderman Holpfer moved to adopt Resolution No. 2024-8134, A RESOLUTION RATIFYING AN OFFER TO PURCHASE BETWEEN THE CITY OF FRANKLIN AND MALLORY IMPROVEMENT CORP FOR THE SALE OF THE PROPERTY LOCATED AT 9619 S. 60th STREET (TKN 898-9997-011). Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2024-2607
AMEND ORD. 2023-2569
ANNUAL BUDGETS FOR
SUMP PUMP PROJECT

G.17. Alderwoman Eichmann moved to adopt Ordinance No. 2024-2607, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE SANITARY SEWER FUND TO PROVIDE ADDITIONAL \$915,839 APPROPRIATIONS FOR THE CONSTRUCTION OF THE 2024 SUMP PUMP PROJECT FULLY FUNDED BY THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

MOU WITH FRANKLIN
SCHOOL DISTRICT FOR
FRANKLIN HIGH
SCHOOL TRAFFIC
SIGNAL PROJECT

G.18. Alderman Barber moved to authorize the memorandum of understanding between the City Of Franklin and the Franklin School District to partner on local traffic calming and pedestrian safety enhancements (Franklin High School traffic signal project), subject to technical corrections. Seconded by Alderman Craig. On a roll call, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig voted Aye, Alderman Holpfer voted no, motion carried.

AMEND §55-1 TO
REMOVE POSITION OF
PLANNING MANAGER
FROM CITY OFFICIALS

G.19. Alderman Barber moved to adopt Ordinance No. 2024- , AN ORDINANCE TO AMEND §55-1 OF THE MUNICIPAL CODE TO REMOVE THE POSITION OF PLANNING MANAGER FROM THE CODIFIED LISTING OF CITY OFFICIALS; UNCLASSIFIED SERVICE. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Alderwoman Day made a motion at 9:44 p.m. to suspend the rules to allow Kristin Wilhelm to speak. All voted Aye; motion carried.

At 9:46 p.m. motion was made to go back into regular session. All voted Aye; motion carried.

Alderwoman Eichmann withdrew her second.

Alderman Barber withdrew his motion.

Alderman Holpfer moved to bring this back in 60 days to allow for clarification. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- FINALIZATION OF TID #4 G.20. Alderman Holpfer moved to accept the final TID #4 Audit, and authorize the Director of Finance & Treasurer to distribute all of the TID #4 remaining funds to all applicable taxing jurisdictions in conjunction with the closure of Tax Incremental Finance District #4. Seconded by Alderman Barber. (Option 2) All voted Aye; motion carried.
- FINALIZATION OF TIF #4 G.21. Alderman Barber moved to accept final designation of the City of Franklin portion of TIF District #4 tax increment proceeds. Seconded by Alderman Craig. All voted Aye; motion carried.
- RES. 2024-8135
AMENDMENT 1 TO
CONTRACT WITH
CLARK DIETZ, INC. 2024
SUMP PUMP PROJECT G.22. Alderwoman Eichmann moved to adopt Resolution No. 2024-8135, A RESOLUTION TO EXECUTE AMENDMENT 1 TO CONTRACT WITH CLARK DIETZ, INC. FOR CONSTRUCTION SERVICES RELATED TO THE 2024 SUMP PUMP PROJECT IN THE AMOUNT OF \$62,770. Seconded by Alderman Barber. All voted Aye; motion carried.
- ORD. 2024-2608
AMEND ORD. 2023-2569
ANNUAL BUDGETS FOR
TID #4 G.23. Alderman Barber moved to adopt Ordinance No. 2024-2608, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE TID #4 FUND TO PROVIDE ADDITIONAL \$2,056,807 APPROPRIATIONS FOR THE FINAL DISTRIBUTION OF REMAINING FUNDS TO ALL APPLICABLE TAXING JURISDICTIONS. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- ORD. 2024-2609
AMEND MUNICIPAL
CODE § 207-12 –
EASEMENTS FOR
WATER SERVICE PIPES G.24. Alderman Hasan moved to adopt Ordinance No. 2024-2609, AN ORDINANCE TO AMEND MUNICIPAL CODE §207-12 TO REQUIRE EASEMENTS FOR WATER SERVICE PIPES WITH A DIAMETER OF 6 INCHES AND LARGER. Seconded by Alderman Barber. All voted Aye; motion carried.
- DPW VEHICLE AND
EQUIPMENT SURPLUS G.25. No action taken after presentation of the results of Department of Public Works sale of surplus vehicles and equipment.
- ORD. 2024-2610
AMEND ORD. 2023-2569
ANNUAL BUDGETS FOR
SANITARY SEWER
FUND FOR DPW
CAMPUS UTILITIES G.26. Alderman Barber moved to adopt Ordinance No. 2024-2610, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE ARPA FUND TO RE-APPROPRIATE THE TRANSFER OF \$85,000 FROM THE CAPITAL IMPROVEMENT FUND TO SANITARY SEWER FUND AND PROVIDE \$85,000 APPROPRIATIONS IN THE SANITARY SEWER FUND TO SUPPORT THE DESIGN OF THE DPW CAMPUS UTILITIES. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

- 2024 EVENT SERVICE AGREEMENT WITH SERVICE SANITATION FOR ST MARTINS FAIR
- G.27. Alderwoman Eichmann moved to approve the 2024 Event Service Agreement with Service Sanitation in the amount of \$17,349.00 with funding from the St. Martins Fair Fund, subject to review and approval by the City Attorney. Seconded by Alderman Craig. All voted Aye; motion carried.
- ORD. 2024-2611
AMEND ORD. 2023-2569
ANNUAL BUDGETS FOR COMMUNITY BENCH AT SENIOR CENTER
- G.28. Alderman Holpfer moved to adopt Ordinance No. 2024-2611, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE DONATIONS FUND TO PROVIDE \$1,338.77 OF FURNITURE/FIXTURE APPROPRIATIONS FOR THE DONATION AND INSTALLATION OF THE COMMUNITY BENCH AT THE SENIOR CENTER. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- MRO PRINCIPAL PAYMENT TO VELO VILLAGE APARTMENTS
- G.29. Alderwoman Day moved to authorize the scheduled \$816,000 MRO principal payment on April 3, 2024 and provide Velo Village Apartments, LLC with a formal letter stating the challenge of future projected MRO annual payments. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- Mayor Nelson called a recess at 10:16 p.m.
- Mayor Nelson reconvened at 10:22 p.m.
- MISCELLANEOUS LICENSES
- H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of April 3, 2024:
- Grant 2023-24 Operator License to: Angela Martinez, Mandy Mayrand, April Ritter, & Charleen Zinda; and
Grant 2024-25 Operator License to: Ann Adamski, John Bergner, Daniel Crass, David Fifarek, & Dennis Fons.
- Seconded by Alderman Craig. All voted Aye; motion carried.
- VOUCHERS AND PAYROLL
- I. Alderman Holpfer moved to approve City vouchers with an ending date of March 28, 2024, in the amount of \$ 3,620,968.54, and payroll dated March 22, 2024 in the amount of \$ 471,589.13 and payments of the various payroll deductions in the amount of \$482,713.70, plus City matching payments, and estimated payroll dated April 5, 2024 in the amount of \$ 470,000 and payments of the various payroll deductions in the amount of \$ 255,000, plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- CLOSED SESSION
- G.30. Alderman Holpfer moved to enter closed session at 10:23 p.m. pursuant to Wis. Stat. §19.85(1)(e), to deliberate upon the Tax

TID NO. 5 DEVEL.
AGREEMENT
SHORTFALL AND
PAYMENT IN LIEU OF
TAXES

Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 11:53 p.m., Alderman Craig moved to direct legal counsel to proceed as discussed in closed session. Seconded by Alderwoman Day. All voted Aye; motion carried.

ADJOURNMENT

J. Alderman Craig moved to adjourn the meeting of the Common Council at 11:54 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 4-16-2024
ORGANIZATIONAL BUSINESS	REVISED Mayoral and Aldermanic Board and Commission Appointments	ITEM NUMBER E. 1.-3.
<p>1. Mayoral Aldermanic Appointments:</p> <ul style="list-style-type: none"> (a) Alderman Holpfer-Finance Committee, 1 year term expires 04/15/25. (b) Alderman Holpfer-Civic Celebrations, 2 year term expires 06/30/26. (c) Alderwoman Eichmann-License Committee, 1 year term expires 04/15/25. (d) Alderwoman Day-Finance Committee, 1 year term expires 04/15/25. (e) Alderwoman Day-License Committee, 1 year term expires 04/15/25. (f) Alderwoman Day-Plan Commission, 1 year term expires 04/15/25. (g) Alderman Craig-License Committee, 1 year term expires 04/15/25. (h) Alderman Craig-Finance Committee, 1 year term expires 04/15/25. <p>2. Mayoral Boards and Commission Appointments:</p> <ul style="list-style-type: none"> (a) Leah Voss, W22758775 Durand Dr., Big Bend, WI 53103, Franklin Public School District Community Education and Recreation Department Member as an Ex-Officio, Parks Commission - Non-Voting Member (Indefinite Term). (b) Karen Marschner, 10340 W. Whitnall Edge Dr., Unit #102, Ald. Dist. 6 - Architectural Board (Alternate Member for a 3 year term expiring 04/16/27). (c) John Bergner, 8501 S. Parkland Dr., Ald. Dist. 4 - Civic Celebrations Commission (3 year term expiring 06/30/27). (d) Robert Knackert, 9049 S. 83rd St., Ald. Dist. 1 - Civic Celebrations Commission (3 year term expiring 06/30/27). (e) Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4 - Civic Celebrations Commission (3 year term expiring 06/30/27). (f) Douglas Clark, 8173 S. 100th St., Ald. Dist. 2 - Civic Celebrations Commission (3 year term expiring 06/30/27). (g) Steve Bobowski, 9012 S. Cordgrass Circle W, Ald. Dist. 6 - Economic Development Commission (2 year term expiring 06/30/26). (h) Justin Lockridge, 7108 W. Rawson Ave, Ald. Dist. 2 - Economic Development Commission (1 year term expiring 6/30/25). (i) Timothy Wachter, 3930 W. Victory Creek Dr., Ald. Dist. 3 - Economic Development Commission (2 year term expiring 06/30/26). (j) Barbara Wesener, 7479 Carter Circle South, Ald. Dist. 5 - Economic Development Commission for a (2 year term expiring 06/30/25). (k) Linda Horn, 9451 W. Puetz Rd., Ald. Dist. 1 - Environmental Commission (3 year term expiring 04/30/27). (l) Sudarshan Sharma, 6845 S. 68th St., Apt. 104, Ald. Dist. 2 - Environmental Commission (3 year term expiring 4/30/27). 		

- (m) Lori Domzil, 7495 S. 74th St., Ald. Dist. 5 - Fair Commission (3 year term expiring 4/30/27).
- (n) Dharma Hammond, 11459 W. St. Martins Rd., Ald. Dist. 6 - Fair Commission (3 year term expiring 04/30/27).
- (o) Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5 - Finance Committee (1 year term expiring 4/30/25).
- (p) Joe Mercado, 10162 S. 34th St., Ald. Dist. 4 - Finance Committee (1 year term expiring 4/30/25).
- (q) Mohanned Nowman, 4455 W. Woodland Dr., Ald. Dist. 3 - Finance (1 year term expiring 4/30/25).
- (r) John Howard, 6658 W. Robinwood Ln., Ald. Dist. 5 - Finance Committee (1 year term expiring 4/30/25).
- (s) Deborah Davis, 9460 S. 96th St, Ald. Dist. 1 - Board of Health (2 year term expiring 4/30/26).
- (t) James Rydlewicz, 9901 W. Rawson Ave., Ald. Dist. 2 - Board of Health (2 year term expiring 4/30/26).
- (u) Amy Marzofka, 7950 S. 61st Street, Ald. Dist. 5 - Board of Health (2 year term expiring 04/30/26).
- (v) Alan Aleksandrowicz, 3927 W. Glenwood Dr., Ald. Dist. 4 - Library Board (3 year term expiring 06/30/27).
- (w) Maria Imp, 12131 W. Elmwood Drive, Ald. Dist. 6 - Library Board (3 year term expiring 06/30/27).
- (x) Michael Karolewicz, 8208 W. Coventry Dr., Ald. Dist. 2 - Library Board (3 year term expiring 06/30/27).
- (y) Susan Lance, 4141 Maplecrest Dr., Ald. Dist. 4 - Parks Commission (3 year term expiring 04/30/27)
- (z) Michael Wrench, 3824 W. Forest Hill Ave., Ald. Dist. 5 - Parks Commission (3 year term expiring 04/30/27).
- (aa) Saralyn Emmons, 9339 S. 44th Ct., Ald. Dist. 4 - Personnel Committee (3-year term expiring 04/30/27).
- (bb) Michael Shawgo, 10250 W. Ryan Rd., Ald. Dist. 4 - Plan Commission (3 year term expiring 4/30/27).
- (cc) Francesco Mineo, 8715 W. Meadow Ln., Ald. Dist. 2 - Fire and Police Commission (5 year term expiring 04/30/29).
- (dd) Rebecca Specht, 3185 W. Yorkshire Cir., Ald. Dist. 4 - Plan Commission (1 year term expiring 04/30/25).
- (ee) Ken Skowronski II, 7960 S. 116th St., Ald. Dist. 6 - Board of Public Works (3 year term expiring 04/30/27).
- (ff) Laura Galusha, 3922 W. Heatheridge Dr., Ald. Dist. 3 - Technology Commission (3 year term expiring 04/30/27).
- (gg) Andy Pelkey, 9320 W. Grandview Ct., Ald. Dist. 2 - Technology Commission (3 year term expiring 04/30/27).

- (hh) John Farney, 8014 S. 59th St., Ald. Dist. 5 - Technology Commission (3 year term expiring 04/30/27).
- (ii) Jaspreet Kaur, 6874 S. Dory Dr., Ald. Dist. 3 - Technology Commission (3 year term expiring 04/30/27).
- (jj) James Schubilske, 7342 South Cambridge Drive, Ald. Dist 2 - Board of Water Commissioners (5-year term expires 09/30/29).
- (kk) Bob Knackert, 9049 S. 83rd St., Ald. Dist. 1 - Board of Zoning and Building Appeals (3 year term expiring 04/30/27).
- (ll) Donald Adams, 3211 W. Acre Ave., Ald. Dist. 4 - Board of Zoning and Building Appeals (3 year term expiring 04/30/27).

3. Mayoral Appointment of Weed Commissioner: Gene Ninnemann as Weed Commissioner for the calendar year of 2024 at a weed cutting fee of \$90/hour.

COUNCIL ACTION

Motion to confirm the following Mayoral and Aldermanic appointments:

1. Mayoral Aldermanic Appointments:
 - (a) Alderman Holpfer-Finance Committee, 1 year term expires 04/15/25.
 - (b) Alderman Holpfer-Civic Celebrations, 2 year term expires 06/30/26.
 - (c) Alderwoman Eichmann-License Committee, 1 year term expires 04/15/25.
 - (d) Alderwoman Day-Finance Committee, 1 year term expires 04/15/25.
 - (e) Alderwoman Day-License Committee, 1 year term expires 04/15/25.
 - (f) Alderwoman Day-Plan Commission, 1 year term expires 04/15/25.
 - (g) Alderman Craig-License Committee, 1 year term expires 04/15/25.
 - (h) Alderman Craig-Finance Committee, 1 year term expires 04/15/25.

2. Mayoral Boards and Commission Appointments:
 - (a) Leah Voss, W22758775 Durand Dr., Big Bend, WI 53103, Franklin Public School District Community Education and Recreation Department Member as an Ex-Officio, Parks Commission - Non-Voting Member (Indefinite Term).
 - (b) Karen Marschner, 10340 W. Whitnall Edge Dr., Unit #102, Ald. Dist. 6 – Architectural Board (Alternate Member for a 3 year term expiring 04/16/27).
 - (c) John Bergner, 8501 S. Parkland Dr., Ald. Dist. 4 - Civic Celebrations Commission (3 year term expiring 06/30/27).
 - (d) Robert Knackert, 9049 S. 83rd St., Ald. Dist. 1 - Civic Celebrations Commission (3 year term expiring 06/30/27).
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3. Mayoral Appointment of Weed Commissioner: Gene Ninnemann as Weed Commissioner for the calendar year of 2024 at a weed cutting fee of \$90/hour.

City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

VOLUNTEER FACT SHEET

Thank-you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

PERSONAL:

Name Leah Voss
Address W22758775 Duand Dr. Big Bend, WI 53103
Phone Number _____
E-Mail leah.voss@franklin.k12.wi.us
Length of Time a Franklin Resident Ø
Alderman or District Number Ø

AREA OF INTEREST: Please check the line next to the Board, Commission or Committee or area of greatest interest. If listing more than one, please prioritize your top three choices (3 being least priority).

- | | |
|---|--|
| <input type="checkbox"/> Architectural Review Board | <input type="checkbox"/> Civic Celebrations Commission |
| <input type="checkbox"/> Community Development Authority | <input type="checkbox"/> Economic Development Commission |
| <input type="checkbox"/> Environmental Commission | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Fair Commission | <input type="checkbox"/> Board of Health |
| <input type="checkbox"/> Fire and Police Commission | <input checked="" type="checkbox"/> Parks Commission |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Plan Commission |
| <input type="checkbox"/> Personnel Committee | <input type="checkbox"/> Quarry Monitoring Committee |
| <input type="checkbox"/> Board of Public Works | <input type="checkbox"/> Board of Review |
| <input type="checkbox"/> Technology Commission | <input type="checkbox"/> Tourism Commission |
| <input type="checkbox"/> Board of Water Commissioners | <input type="checkbox"/> Waste Facilities Monitoring Committee |
| <input type="checkbox"/> Board of Zoning & Building Appeals | |

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

Joining this commission will aid in the communication and relationships of the city and school district/Rec Dept. We can find ways to combine both departments to better serve the community.

VOLUNTEER OR WORK EXPERIENCE

(Begin with your most recent employment and continue with all past 10 years of employment. Please attach additional paper or include resume, if available.)

Company Name: Franklin Community Ed and Rec Department	Address: 8222 S 5th St. Franklin	Telephone: 414-423-4646
Date started: 7/1/2017	Starting Position: Recreation Coordinator	
Date left: currently employed	Position upon leaving: Facility and Recreation Manager	
Description of duties: -		

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

ADDITIONAL EXPERIENCE OR QUALIFICATIONS: List any other experience, skills, or other qualifications, including hobbies, which you believe should be considered in evaluating your qualifications for volunteering.

I am aware that all of the information provided and this document itself is a public record which will be released to a requestor; that I authorize such release and that I waive any right to any notice of such release and/or any right of notice to augment the information provided upon this document upon such request or release.

Signature: 

Date: 4/10/24

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 04-16-24
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REPORTS & RECOMMENDATIONS	Presentation from the ROC – Enchant Christmas Event	ITEM NUMBER B.1.
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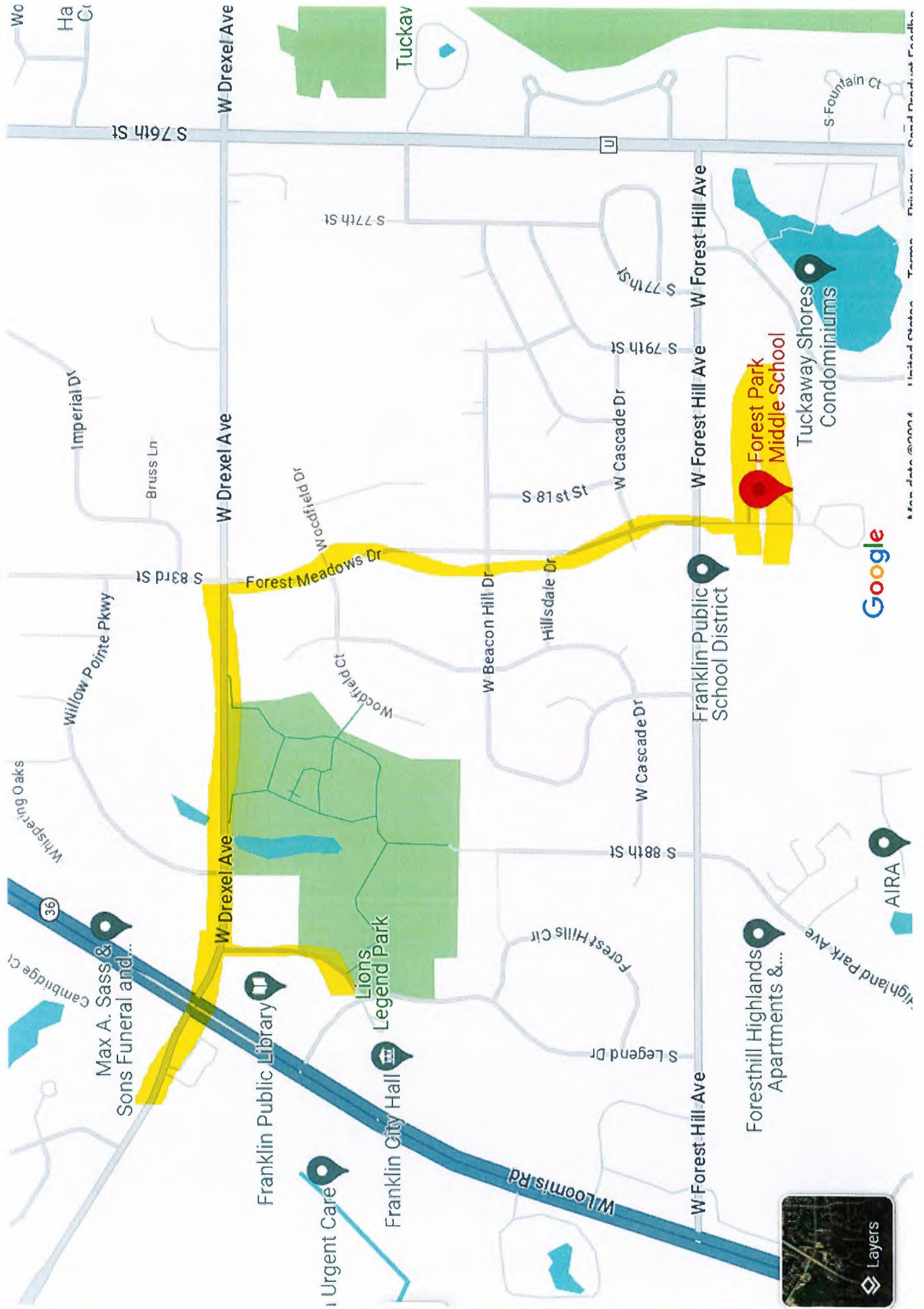
Presentation on the Enchant Christmas event.

COUNCIL ACTION REQUESTED

None

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/16/2024
REPORTS & RECOMMENDATIONS	<p style="text-align: center;">A Resolution Authorizing Certain Officials to Execute a Service Agreement with BCI Entertainment, LLC to Provide a Northern Lights Drone Show on July 5, 2024 as Part of the 2024 Independence Celebration; and upon new information that West Loomis Road will not be allowed for the City's annual Independence Celebration parade due to ongoing construction at the time, a request for Common Council approval of a new Independence Celebration parade route, and which may provide for meet and stage in the Forest Park Middle School parking lot, and the Children's Parade at the Education District Center at those School premises, with the parades proceeding north on Forest Meadows Drive to West Drexel Avenue and then proceeding west to and primarily concluding at Franklin Fire Station No. 1 at 8901 West Drexel Avenue, or such other route as the Common Council determines to be reasonable and appropriate.</p>	ITEM NUMBER <p style="text-align: center;">*G.2. REVISED</p>
<p>This is a revised action sheet for the above-entitled item. The prior Council meeting item G.2. Common Council action sheet and related documents remain as is for the purpose of processing that portion of the subject matter. Ann Adamski of the Civic Celebrations Commission will be present at this meeting to inform the Common Council of the facts of the needed change to the parade route matter, which situation just factually arose and needs to be addressed so that the public may be timely informed by way of the City Newsletter, the last date for submission of information to be included therein being April 18, 2024.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to authorize the change of the route of the annual City Independence Celebration parade due to ongoing construction at the time on West Loomis Road, which route may provide for meet and stage in the Forest Park Middle School parking lot, and the Children's Parade at the Education District Center at those School premises, with the parades proceeding north on Forest Meadows Drive to West Drexel Avenue and then proceeding west to and primarily concluding at Franklin Fire Station No. 1 at 8901 West Drexel Avenue.</p>		



Google

Layers

Map data ©2004 United States Census Bureau

Wc
Ha
Ct

Tuckay

S Fountain Ct

S 76th St

S 77th St

S 77th St

S 79th St

S 18th St

S 83rd St

Forest Meadows Dr

W Beacon Hill Dr

Hillsdale Dr

W Forest Hill Ave

W Forest Hill Ave

W Forest Hill Ave

W Forest Hill Ave

Imperial Dr

Bruss Ln

Woodfield Dr

Woodfield Ct

Willow Pointe Pkwy

Whispering Oaks

Max A. Sass & Sons Funeral and...

Franklin Public Library

Franklin City Hall

Lions Legend Park

Forest Hills Cir

S Legend Dr

Foresthill Highlands Apartments &...

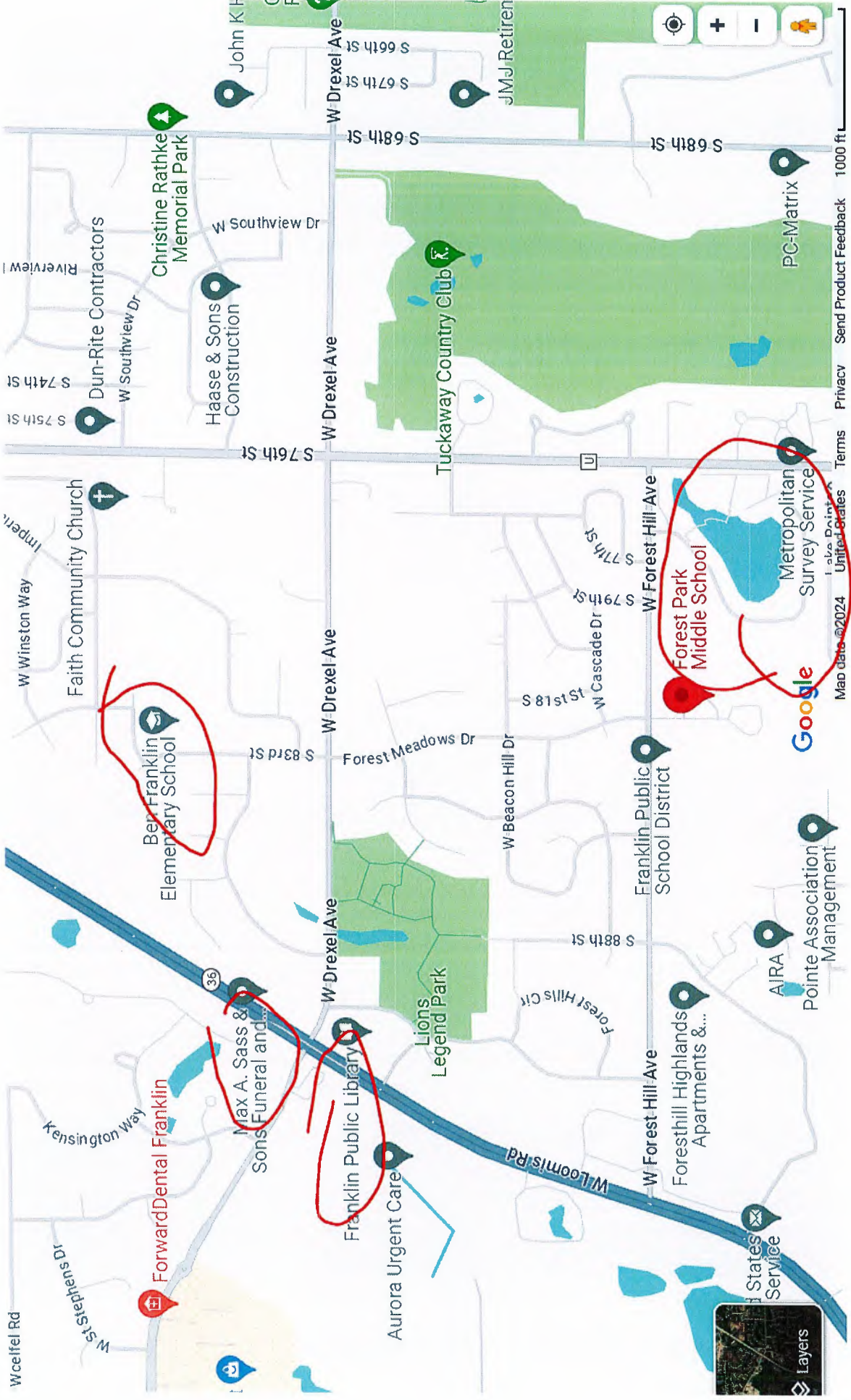
Highland Park Ave

AIRA

Cambridge Ct

Wloomis Rd





ForwardDental Franklin

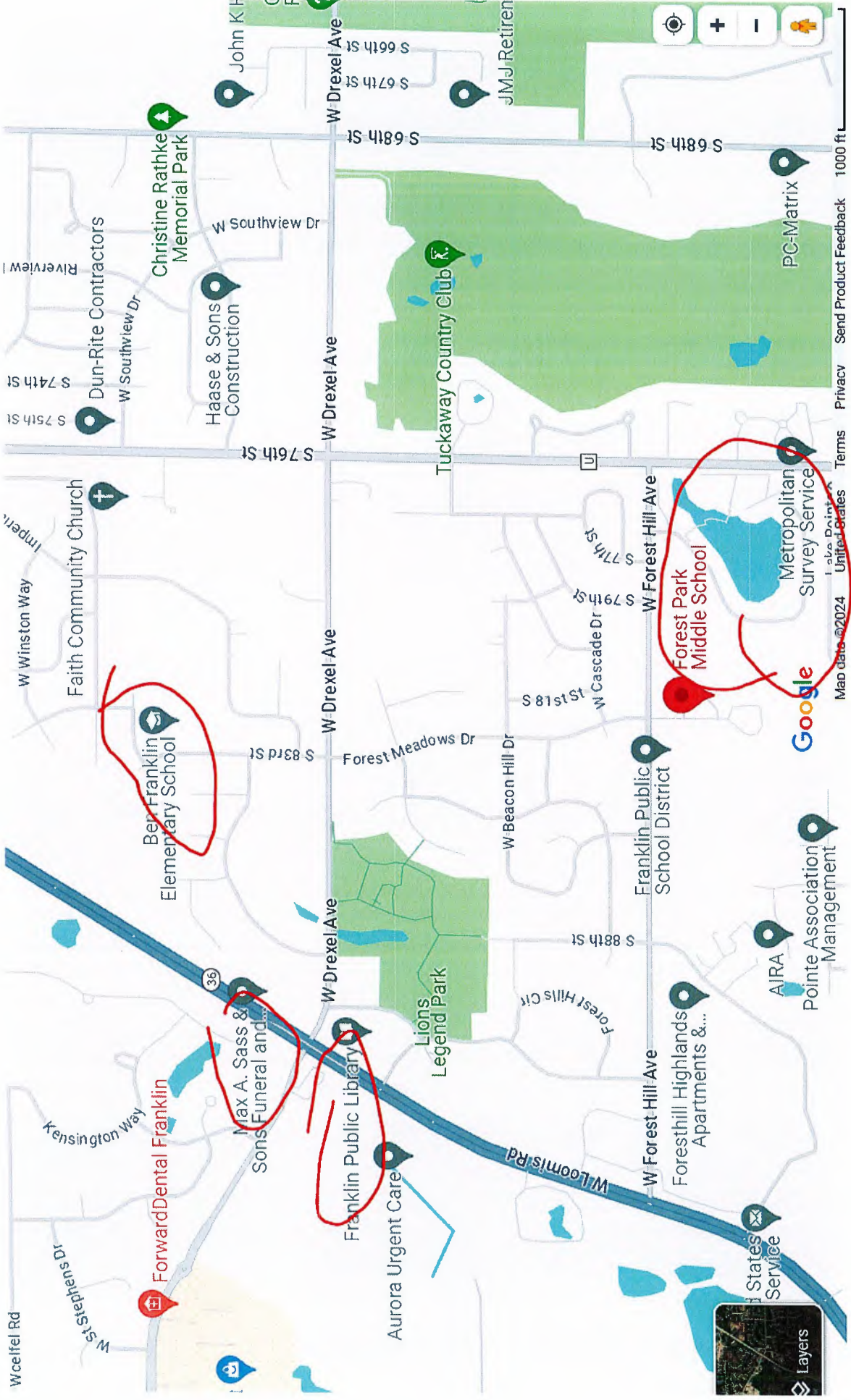
Ber Franklin Elementary School

Franklin Public Library

Franklin Public School District

Forest Park Middle School

Forest Meadows Dr



Google

Map data ©2024 United States Terms Privacy Send Product Feedback 1000 ft

Pointe Association Management

AIRA

States Service

Foresthill Highlands Apartments &...

W Forest Hill Ave

S 88th St

Forest Hills Cir

W Beacon Hill Dr

S 151st St

W Cascade Dr

S 79th St

S 77th St

W Forest Hill Ave

Metropolitan Survey Service

PC-Matrix

Tuckaway Country Club

W Drexel Ave

S 76th St

Haase & Sons Construction

Christine Rathke Memorial Park

W Southview Dr

Dun-Rite Contractors

Faith Community Church

W Winston Way

Wcelfel Rd

Kensington Way

W Stephens Dr

Max A. Sass & Sons Funeral and...

Aurora Urgent Care

Lions Legend Park

Wloomis Rd

W Drexel Ave

S 83rd St

S 68th St

S 67th St

S 66th St

John K F

JMJ Retiree

Layers

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 4/16/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Authorizing Certain Officials to Execute a Service Agreement with BCI Entertainment, LLC to Provide a Northern Lights Drone Show on July 5, 2024 as Part of the 2024 Independence Celebration</p>	<p style="text-align: center;">ITEM NUMBER M.2.</p>

BACKGROUND

At the September 5, 2023 Common Council Meeting, the Council approved a motion accepting and placing on file the summary from the 2023 Civic Celebrations event, and allowing John Bergner to execute contracts and agreements for the 2024 Franklin Civic Celebration event.

As part of the entertainment for the 2024 Independence Celebration, Chairman John Bergner is seeking approval for the City to enter into a service agreement with BCI Entertainment, LLC to provide a 15-minute Northern Lights Drone Show at 9:30 p.m. on Friday, July 5, 2024 (rain date of July 6th), at a not-to-exceed cost of \$9,000.

Attached is the City standard service agreement that includes the drone light show proposal by BCI Entertainment. This agreement has already been executed by BCI Entertainment.

FISCAL NOTE

Also attached is the "Request for Spending Authority 2024" document that was presented to and approved by the Common Council back on September 5, 2023 by Chairman John Bergner that provides \$30,000 for "Entertainment" and \$3,000 for "Miscellaneous", for a total budget of \$33,000.

Mr. Bergner has booked/scheduled all other entertainment for the 2024 Independence Celebration, except for the drone light show. The total cost for "Entertainment", including the \$9,000 drone light show, is \$34,745. Mr. Bergner reports that the spending of the \$34,745 will be reduced in the coming months as "special contributions" are received from donors/businesses in response to the donation/fundraising letter that is mailed out to all businesses in Franklin specifically for the Independence Celebration.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2024-____, A Resolution Authorizing Certain Officials to Execute a Service Agreement with BCI Entertainment, LLC to Provide a Northern Lights Drone Show on July 5, 2024 as Part of the 2024 Independence Celebration.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SERVICE AGREEMENT WITH BCI ENTERTAINMENT, LLC TO PROVIDE A NORTHERN LIGHTS DRONE SHOW ON JULY 5, 2024 AS PART OF THE 2024 INDEPENDENCE CELEBRATION

WHEREAS, on September 5, 2023, the Council approved a motion allowing John Bergner, Chairman of the Civic Celebrations Commission, to execute contracts and agreements for the 2024 Franklin Civic Celebration event; and

WHEREAS, the budget as detailed in the "Request for Spending Authority 2024" document provides a total budget of \$33,000 stipulated for Entertainment and Miscellaneous; and

WHEREAS, the Civic Celebrations Commission requests approval for the City to enter into a service agreement with BCI Entertainment, LLC to provide a Northern Lights Drone Show for the 2024 Franklin Independence Celebration at a not-to-exceed cost of \$9,000; and

WHEREAS, this drone light show would be a first-ever, new entertainment piece of the Franklin Independence Celebration for all residents and surrounding communities to enjoy.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Service Agreement between the City of Franklin and BCI Entertainment, LLC to provide a Northern Lights Drone Show on July 5, 2024, at a not-to-exceed cost of \$9,000, in the form and content as annexed hereto, be and the same is hereby approved.

Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of April, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of April, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

This AGREEMENT, is made and entered into this 4th day of April, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and BCI Entertainment, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 8425 WI 38, Caledonia, WI.

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 a drone light show;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for a drone light show on July 5th 2024, as described in CONTRACTOR's proposal to CLIENT dated 4/2/2024, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$9,000, 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 \$9,000. 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 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. John Bergner 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, Andy Ackmann as CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.

- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.

- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

A. General/Commercial Liability (<i>Must have General/Commercial</i>)	\$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 (<i>Must have auto liability</i>)	\$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 (<i>If applicable</i>)	\$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 (<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>
F. Professional Liability (Errors & Omissions) (<i>If applicable</i>)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of 4/4/2024

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

BCI Entertainment

BY: _____

BY: Andy Ackmann

PRINT NAME: John R. Nelson

PRINT NAME: Andy Ackmann

TITLE: Mayor

TITLE: Chief Operating Officer, BCI Entertainment

DATE: _____

DATE: 4/4/2024

BY: _____

PRINT NAME Danielle L. Brown

TITLE: Director of Finance and Treasurer

DATE: _____

BY: _____

PRINT NAME: Shirley J Roberts

TITLE: City Clerk

DATE: _____

Approved as to form

Jesse A. Wesolowski, City Attorney

DATE _____

Proposal for a Drone Light Show

Event: Franklin Independence Day Celebration

Date: July 5th 2024 with a rain date of July 6th 2024

Location: Lions Legend Park, 9229 West Loomis Road, Franklin, WI. 53132

Proposed Drone Light Show:

Northern Lights Drone Shows will design and fly a fully customized drone light show for Franklin's Independence Day celebration synced to a custom music track. The design process will be a collaborative experience with the opportunity for including theming and imagery relating to the city of Franklin.

Flight Details:

- Flight Time: 15 minutes on July 5th, 12 minutes on the rain date of July 6th.
- Flight Area: Up to 400ft high, 300ft deep, 300ft wide (but can be smaller).
- Flight Area Safety Zone A 200ft safety zone free of spectators is needed around the entire flight area.
- Safety: Each drone has a 2-layer geofence to ensure no drone strays outside the designated flight area
- Weather: Drones can fly in sustained winds up to 20Mph and Gusts up to 23Mph. Drones do not fly in the rain.
- Setup / Takedown: We require access to the flight area at least 2 hours prior to launch. All equipment will be removed within 2 hours of the show's end.

Requirements from the venue:

- A suitable outdoor location with ample space for drone take-off and landing The drone Launchpad itself can be adjusted to different shapes, but generally a 50ft by 50ft space is what's needed.
- A 200ft safety zone needs to be enforced around the flight area. This can be accomplished with a combination of barricades, caution tape, natural barriers, and personnel. A site visit and further discussions would determine the exact amount of each
- A speaker system to play the music through (if music is desired).
- Venue is responsible for ensuring proper music licensing is in place for the event.

Pricing:

Single Flight, 100 Drones - \$9,000

- Includes fully custom music track, fully custom show design, day-of flight operations, labor, and travel.
- Includes the ability to integrate sponsor logos / company names within the drone show itself. This gives sponsors a unique opportunity to be “thanked” for their contributions while also achieving amazing visibility to the entire crowd.

Conclusion:

We believe that this Drone Light Show will be one of the big highlights of Franklin’s Independence Day celebration, providing a unique and unforgettable experience for the community. Our team is committed to delivering a safe, visually stunning, and technically flawless performance that will leave a lasting impression and elevate the Franklin Independence Day celebration’s success.

Sincerely,

Andy Ackmann
COO Northern Lights Drone Shows
Email: Andy@NorthernLightsDroneShows.com
Cell: 414-839-6726
4/2/2024



**Franklin Civic
Celebrations Commission**

Request for Spending Authority 2024

AUGUST, 2023

I, John Bergner, Chairman of the Franklin Civic Celebrations Commission request authority to enter into contracts and agreements for the 2024 Franklin Civic Celebration. The dates and times will be:

- **Wednesday, July 3rd - 5:00 pm to 11:00 pm**
- **Thursday, July 4th - 10:30 pm to 11:00 pm**
- **Friday, July 5th - 5:00 pm to 11:00 pm**
- **Saturday, July 6th - 3:00 pm to 11:00 pm**

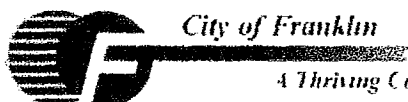
With your approval, I request authority to spend the following amounts for 2024:

	2024	2023
	Requested	Actual
1. ENTERTAINMENT	\$30,000	\$28,100
2. FIREWORKS	\$30,000	\$30,000
3. RENTALS	\$20,000	\$17,885
4. PARADE	\$12,000	\$11,291
5 ICE CREAM	\$1,200	\$1,198
6. PRINTING	\$6,000	\$5,787
7. SUPPLIES, SIGNS, T-SHIRTS	\$8,000	\$16,111
8. MISC.	\$3,000	\$2,922
Totals:	\$110,200	\$113,294

With your approval, I request the annual general fund transfer from General Fund 01 to the Civic Celebration General Fund 29 be increased to \$30,000 per year from \$13,000 per year.

The 2023 Festival was a 3 day event and the 2024 Festival is a 4 day event.

Note: Police and DPW cost are not included in any of the amounts.



A Thriving Community in Southeastern Wisconsin

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 4-16-24</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Approval of an Intergovernmental Agreement with the City of Milwaukee, Which Would Allow for Reimbursement of Wages by the Federal Government, For Fire Department Personnel Assisting in Emergency Services Staffing for the Republican National Convention</p>	<p style="text-align: center;">ITEM NUMBER M. 3.</p>
<p>Background:</p> <p>The City of Milwaukee and the Milwaukee Fire Department are requesting assistance in providing Emergency Services standby for the upcoming Republican National Convention (RNC) in July of 2024. Personnel are needed to fill various positions in Emergency Medical Services (EMS), fire suppression, technical rescue and command functions.</p> <p>Assistance provided is on a voluntary basis and the participation of Franklin Fire Department members in standby events related to the Republican National Convention <u>will not</u> diminish normal on-duty staffing levels at the city's three fire stations.</p> <p>Participating in this agreement will allow the Franklin Fire Department to be reimbursed at the individual employee's hourly overtime rate (time and one half) for any hours worked on assignments related to the Republican National Convention.</p> <p>This IGA builds upon the close daily working relationship of all fire departments in Milwaukee County. It is predicted that the impact of the Republican National Convention will be felt far outside of downtown Milwaukee and throughout the region, including the City of Franklin. Participation in this IGA will strengthen our already strong "Shared Services" automatic aid agreement and assure that adequate fire and EMS staffing and resources will be available to handle any potential contingencies wherever they may occur throughout Milwaukee County.</p> <p>The attached documents have been reviewed by the City Attorney and the Fire Chief recommends approval of the IGA.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p style="text-align: center;">Request Common Council Approval of an Intergovernmental Agreement with the City of Milwaukee, Which Would Allow for Reimbursement of Wages by the Federal Government, For Fire Department Personnel Assisting in Emergency Services Staffing for the Republican National Convention</p>		

CONTRACT NUMBER: See Exhibit A
CONTRACTOR: See Exhibit A
COMMON COUNCIL RESOLUTION: 231078

Distribution via DocuSign in this order:

- Contractor signatories – Signature/final copy
- Chief (Fire) – Signature/final copy
- Aaron Robinette – Initials/final copy
- Claudia Orugbam – Initials/final copy
- “Comptroller Senior Management” (see DocuSign address book) – Signature/final copy
- City Attorney (ACA Foundos) – Signature/final copy
- Andrea Fowler – final copy (no signature)

**Intergovernmental Agreement for Law Enforcement Supportive Services for the
2024 Republican National Convention**

I. Definitions. The following definitions apply to this Agreement

- 1 **Agreement** means this Intergovernmental Contractor Agreement for Law Enforcement Supportive Services for the 2024 Republican National Convention
- 2 **Assisting Personnel** means those personnel provided by Contractor to assist Milwaukee pursuant to this Agreement
- 3 **Convention** means the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024
- 4 **In Writing** means a written communication via the official Milwaukee email account (@milwaukee gov) of the MFD Chief, Assistant Chief(s), Deputy Chief(s), or Battalion Chief(s)
- 5 **MFD** means the City of Milwaukee Fire Department
- 6 **Milwaukee** means the City of Milwaukee, Wisconsin
- 7 **Parties** means Milwaukee and Contractor, **Party** means Milwaukee or Contractor
- 8 **Security Plan** means the security plan developed for the Convention by the U S Secret Service, in consultation with MFD, the Milwaukee Police Department and other local, state and federal agencies
- 9 **Security Grant** means the grant provided to Milwaukee by the U S Department of Justice and/or the U S Department of Homeland Security to provide security for the Convention
- 10 **Contractor** means the name of the Contractor identified in Exhibit A

II. Background.

- 1 Milwaukee has been chosen as the host city for the Convention Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee
- 2 Milwaukee requires the assistance of non-Milwaukee fire personnel in support of its Convention security obligations
- 3 Milwaukee expects to and/or has received the Security Grant to pay for costs associated with securing the Convention, including the law enforcement supportive services described in this Agreement

III. Exhibits. Exhibits A and B are incorporated into the Agreement, and contain information and forms specific to Contractor Contractor agrees to provide the personnel and/or equipment listed in Exhibit B, at the times as listed in Exhibit B, and with all information required of Exhibits A and B Contractor shall submit a “Final” version of Exhibit B at the appropriate times as specified in this Agreement

IV. Additional Terms of Agreement

- 1 **Authority to Execute.** The Parties each represent that they, and their signatories, possess the legal authority to enter into the Agreement and to validly and legally bind their respective Party to all terms of the Agreement
- 2 **Term** The term of the Agreement shall begin on the date of final execution of the Agreement by both Parties and shall end upon the completion of all obligations of the Agreement and participation in administrative proceedings and/or criminal and/or civil trials and/or audits by Milwaukee or Federal auditors
- 3 **Amount.** Contractor shall not be paid more than the amount set forth in Exhibit B titled “Total Cost,” in the section entitled “Total Request for Reimbursement” which is the estimated total cost for Contractor’s performance under the Agreement The amount may be increased or decreased only by written amendment of the Agreement or In Writing
- 4 **Payment**
 - 4 1 Costs Reimbursed Contractor shall be reimbursed for costs that are all of the following, as applicable (1) properly supported by the documentation set forth below in the section entitled “Payment Requests” and in Exhibit B, (2) included in the Agreement budget or otherwise approved In Writing, (3) for personnel time spent in an “on duty” status between the time Assisting Personnel check in with MFD and the time that they check out with MFD at the end of their shift, in accordance with duty assignments distributed by MFD, or in training assigned by MFD, and at the rate(s) provided in Exhibit B, (4) for transportation, mileage at current United States General Services Administration rates and policies as set forth in Exhibit B, and (5) for equipment at the rates set forth in Exhibit B and at market rate repair costs for any damage to such equipment
 - 4 2 Costs Not Reimbursed Irrespective of any costs set forth in the budget, Contractor shall not be paid for any of the following
 - 4 2 1 Assisting Personnel’s time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MFD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment contract, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below
 - 4 2 2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Agreement
 - 4 2 3 Costs in violation of the terms of the Security Grant award letter to Milwaukee, which shall be provided to Contractor under separate cover and which shall be incorporated into the Agreement at the time the document is provided to Contractor
 - 4 2 4 Rates of pay that exceed the normal salary and benefits of Assisting Personnel
 - 4 2 5 Hours worked outside those established by MFD unless pre-approved In Writing In Writing approval may be provided retroactively if Assisting Personnel are acting on a direct command from MFD or responding to an emergency situation which, in their

professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety. In such instances, Assisting Personnel shall seek approval from Milwaukee MFD command at the earliest reasonable time.

4.2.6 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized in Writing.

4.3 Payment Requests. Payment requests shall be submitted to Milwaukee no later than September 2, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request.

4.3.1 "Final" version of Exhibit B, and all documentation required therein.

4.3.2 If requested, copies of the relevant portion a collective bargaining agreement, employment contract, ordinance, law, requiring Assisting Personnel to be paid for travel time and overtime.

4.3.3 Such other documentation as Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.

4.3.4 If Contractor is budgeted to procure any items or services, it must follow the procurement rules set forth at 2 C.F.R. 200, and must maintain records and make such records available to Milwaukee upon request and must be sufficient to establish (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 C.F.R. § 200.318(i)).

4.3.5 A completed W-9 form.

4.4 Timing of payments and recoupment.

4.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Milwaukee. A reimbursement package is deemed to be complete after any/all requests for information made by Milwaukee to Contractor have been received and no further questions remain.

4.4.2 Final payment under the Agreement shall be predicated, at Milwaukee's option, on a final audit of Contractor's documentation by Milwaukee, state, or federal officials.

4.4.3 Contractor shall reimburse Milwaukee for any disbursed funds that Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Milwaukee's written demand to Contractor.

4.5 Risk. Reimbursements under the Agreement are conditioned upon the City's actual receipt of funds from the granting authority, and Contractor undertakes any work performed before the City's receipt of such funds at its own risk. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all City's security obligations under the Security Plan, City may terminate this Agreement.

5 Records, Audit, and Information Requests.

5.1 Information requested pursuant to payment requests and audit. Contractor shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of Milwaukee, local, state, or federal audits.

- 5.2 **Federal Grant Record Retention Requirements** Contractor will retain those records required by 2 C F R § 200.334 for a period of three years after it receives notice from Milwaukee that Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed
- 5.3 **Wisconsin Public Records Law** Contractor understands that City is bound by the Wisconsin Public Records Law, Wis Stat § 19.21, et seq Pursuant to Wis Stat § 19.36(3), City may be obligated to produce, to a third party, the records of Contractor that are “produced or collected” by Contractor under this Agreement (in this paragraph, “Records”) Contractor is further directed to Wis Stat § 19.21, et seq , for the statutory definition of Records subject to disclosure under this paragraph, and Contractor acknowledges that it has read and understands that definition Irrespective of any other term of this Agreement, Contractor is (1) obligated to retain Records for seven years from the date of the Record’s creation, and (2) produce such Records to City if, in City’s determination, City is required to produce the Records to a third party in response to a public records request Contractor’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Contractor must defend and hold City harmless from liability due such breach The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph This term shall survive for a period of seven years after termination or expiration of this Agreement
- 6 **Security Information.** Contractor shall comply with all privilege and confidentiality requirements and procedures set forth by the U S Department of Homeland Security, the U S Secret Service or any other governmental entity If Contractor has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Contractor shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record
- 7 **Choice of Law and Venue.** The Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin Contractor and Wisconsin agree that for any claim or suit or other dispute relating to the Agreement that cannot be mutually resolved, jurisdiction and venue shall be in an appropriate court of competent jurisdiction sitting in Milwaukee County, Wisconsin Contractor agrees to submit itself to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law, except that, if another party obtains jurisdiction over Milwaukee for claims or other actions involving or related to the Agreement in a different forum or venue, Contractor agrees that it shall submit to the jurisdiction of such forum or venue
- 8 **Liability.** Each Party agrees that it will be responsible for its own acts and/or omissions and those of its Assisting Personnel, officials, employees, representatives, and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party
- 9 **No Waiver.** Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law
- 10 **Sam.gov profile.** Contractor is required to maintain an active profile on SAM GOV and a Unique Entity Identification number during the term of the Agreement

11 Independent legal entities and employment.

11 1 Independent Legal Entities. Contractor is an independent legal entity, and neither Contractor, nor Contractor's employees, or agents, or Assisting Personnel are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor. City and Contractor form no joint venture or legal partnership under this Agreement.

11 2 Contractor Personnel Remain Employees of Contractor. Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things responsibility for the payments of (i) earnings, (ii) overtime earnings, (iii) withholdings, (iv) insurance coverage, (v) workers' compensation, (vi) death benefits, (vii) medical and legal indemnity where lawful and appropriate, and (viii) all other requirements by law, regulations, ordinance, or contract. Assisting Personnel remain employees of Contractor. Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Contractor for those expenses under the terms of this Agreement. This paragraph does not diminish the City's reimbursement obligations set forth elsewhere in this Agreement.

12 Notices. Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified "Contractor Contact Information" and "Milwaukee Contact Information" in Exhibit A.

13 Remedies for noncompliance. If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions:

- 13 1 Temporarily withhold reimbursement pending correction of the deficiency or breach,
- 13 2 Deny both use of funds and matching credit for all or part of the activity or action not in compliance,
- 13 3 Wholly or partially suspend the Agreement,
- 13 4 Withhold further reimbursement,
- 13 5 Terminate the Agreement,
- 13 6 Take other remedies that may be legally available.

14 Termination

14 1 Termination by Milwaukee. Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in Exhibit B prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the Agreement, (2) such costs do not exceed the amount allowed under the Agreement, and (3) a report of progress to date of termination has been submitted to Milwaukee. Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program. Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation.

contained in the Agreement, and either such breach cannot be cured or, if such breach may be cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure

14 2 Termination by Contractor Contractor may terminate the Agreement if Contractor is not able to both fulfil the terms of the Agreement and ensure the public safety of its own jurisdiction due to an emergent circumstance Upon Contractor's termination of the Agreement, Contractor shall fully refund to Milwaukee all costs, funds, or other payments that Milwaukee may have paid to Contractor pursuant to the Agreement (if any) Contractor shall be reimbursed according to the procedures set forth in the Agreement for costs incurred during any provision of Agreement services to Milwaukee Contractor shall provide notice of termination to Milwaukee as soon as practical upon discovery of conditions requiring the termination

15 **Amendment** The Agreement may be amended only by joint written agreement between the Parties

16 **Headings** The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms

17 **Survival** The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable

18 **Lobbying** Contractor agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement Funds provided pursuant to the Agreement may not be used to influence federal contracting or financial transactions

19 **Debarment** By executing the Agreement, Contractor certifies neither it, nor any of its respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Contractor will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment using funds provided by this Agreement Contractor agrees that it will take all steps necessary to ensure that it and its respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance If Contractor becomes debarred, it will immediately notify Milwaukee, and such debarment may be grounds for termination of the Agreement

20 **Entire agreement, amendments, severability**

20 1 Entire Agreement. The Agreement constitutes the entire agreement between Milwaukee and Contractor concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the Agreement

20 2 Severability. If any term of the Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability

All other terms of the Agreement shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Milwaukee

21 Certifications and incorporation of federally required terms. The following terms and conditions are incorporated into the Addendum

- 21.1 Amendment Permitted This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms
- 21.2 Record Retention Contractor certifies that it will comply with the record retention requirements detailed in 2 C F R § 200.334 Contractor further certifies that it will retain all records as required by 2 C F R § 200.334 for a period of three (3) years after the Term
- 21.3 Clean Air Act (42 U S C 7401-7671q) and the Federal Water Pollution Control Act (33 U S C 1251-1387), as amended If this Agreement exceeds one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U S C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U S C 1251-1387) Violations must be reported to the Federal awarding agency (the U S Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA)
- 21.4 Energy Efficiency Contractor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub L 94-163, 89 Stat 871)
- 21.5 Byrd Anti-Lobbying Amendment (31 U S C 1352) If the Agreement exceeds one hundred thousand dollars (\$100,000), Contractor certifies that
- 21.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement
- 21.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96)
- 21.5.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly

21 5 4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

21 6 DHS Seal, Logo, and Flags Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.

21 7 Federal Government is Not a Party The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the Agreement.

21 8 Domestic preferences for procurements Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under the Agreement.

21 9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment Contractor shall not knowingly use funds under this Agreement to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Agreement performance, Contractor shall alert Milwaukee as soon as possible and shall provide information on any measures taken to prevent recurrence.

21 10 Prohibition on confidentiality agreements Contractor may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

21 11 All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum.

22 Organizational Structure and Procedures

- 22 1 Unified Incident Command At all times while operating under this Agreement, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MFD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency
- 22 2 Lead Local Fire Department and Assignments MFD is the lead local law Fire Department for purposes of the Convention Security Plan The MFD Chief, or their designee, will communicate the specific assignments for Assisting Personnel to Contractor's commanding officer Should Contractor object to any specific assignment, it shall make an objection to MFD and MFD shall reasonably attempt to accommodate the objection The decision of the MFD regarding the objection and the requirements of the Security Plan shall control
- 22 3 Policies and Law to Apply Assisting Personnel will abide by applicable MFD policies, the lawful commands of the MFD Chief and his designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution Applicable standard operating referenced in existing shared services agreements between City and Contractor must be complied with at all times by Assisting Personnel All other documents are available from Milwaukee upon request
- 22 4 Conformance to Security Plan All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MFD Chief and his designees

23 Assisting Personnel and Responsibilities

- 23 1 Assisting Personnel to Participate in Training Upon reasonable advance written notification from MFD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MFD MFD shall make reasonable efforts to coordinate the training schedule with Contractor
- 23 2 Services Limited Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of the State of Wisconsin
- 23 3 Field Operations Guide MFD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement
- 23 4 Assisting Personnel to Participate in After Action Activities At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor's performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness Such assistance shall include the provision of personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Milwaukee
- 23 5 Assisting Personnel Criteria Each Assisting Personnel provided by Contractor shall meet each of the following criteria
 - 23 5 1 Each Assisting Personnel must, at a minimum, be licensed or certified as a full-time professional firefighter qualified as a Firefighter Level II with EMT-Basic in the State of Wisconsin Some Assisting Personnel, as determined by MFD, will be required to hold HazMat

or technical rescue certifications or paramedic licenses. Statutory certification and licensing requirements for each Assisting Personnel shall be forwarded to the MFD with the list of all Contractor Assisting Personnel required in Exhibit B. Contractor shall provide no Assisting Personnel that do not meet these minimum requirements unless agreed to in writing in advance by MFD.

- 23 5 2 Each Assisting Personnel, by reason of experience, training, and physical fitness, must be qualified and capable of performing the duties required of an active duty firefighter, Haz-Mat personnel, EMT, or paramedic assigned to an event of the Convention's size and scope, and as relevant to that person's individual assignment.
- 23 5 3 Each Assisting Personnel is required to complete training required, if any, by the Contractor's Convention assignment as determined by City MFD or USSS.
- 23 5 4 Each Assisting Personnel must be an employee in good standing with the Contractor. The Contractor shall promptly notify MFD in the event that any Assisting Personnel is no longer in good standing with the Contractor, and the Contractor shall remove that person from the list of Assisting Personnel providing services under this Agreement.
- 23 5 5 No Assisting Personnel may have (i) been sued in an individual capacity in the last three (3) years and adjudicated as negligent in providing Law Enforcement Supportive Services (or any of those services identified in the definition of that term or contemplated in this Agreement) or liable for any civil rights violation, or (ii) had any sustained complaints for failing to comply with an employer's standard operating policies, procedures, or guidelines that resulted in an injury to a person or property within the last five (5) years.
- 23 6 Declining Personnel At any time, Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Contractor or Assisting Personnel, Milwaukee shall reimburse Contractor for any costs budgeted for under the Agreement and already incurred, to the extent consistent with this Agreement.
- 23 7 Assisting Personnel Equipment
 - 23 7 1 Each Contractor Personnel shall be equipped by Contractor at Contractor's own expense, with an appropriate uniform and equipment customarily assigned to personnel filling the functions of the Contractor Personnel's expected assigned Convention-related duties, including but not limited to radio, identification, and personal protective equipment (PPE). For firefighters, equipment shall include NFPA-compliant structural firefighting ensemble and self-contained breathing apparatus with face piece.
 - 23 7 2 Any equipment or gear that are not customarily assigned to Assisting Personnel by Contractor as described above may not be used by Assisting Personnel during the Convention unless Contractor notifies MFD in writing, and MFD consents In Writing to the use of the requested additional equipment.
 - 23 7 3 Equipment sent with Contractor Assisting Personnel shall be limited to equipment issued by Contractor for its employees in the normal course of business. Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost to Contractor by a supplier seeking to demonstrate new equipment to the Contractor or other agencies.

23 7 4 All equipment, other than personal equipment described in the subsection above, provided by Contractor for the Convention shall be provided pursuant to existing shared services agreements between the City and Contractor (if any), provided, however, that in the event of any conflict or ambiguity, the terms of this Agreement shall control All equipment for which Contractor wishes a form of reimbursement must be included on Exhibit B, irrespective of whether such equipment is also subject to shared services

24 **Milwaukee Responsibilities** Milwaukee will provide the following

24 1 Training Training for Assisting Personnel, as and if determined necessary by MFD or the United States Secret Service

24 2 Food and Lodging Milwaukee will provide meals for all Assisting Personnel for those times that they are stationed in Milwaukee Any expenditures for food by Contractor or Assisting Personnel shall be at Assisting Personnel or Contractor’s own expense Milwaukee will not provide lodging for Assisting Personnel

25 **Discipline / Probable Cause Matters.** Milwaukee shall refer disciplinary matters involving Assisting Personnel to Contractor Based on the judgment of Milwaukee, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MFD or an external law enforcement agency for investigation with appropriate notice to Contractor

IN WITNESS WHEREOF, the City and Contractor have fully executed this Agreement as of the date of the final signature below

CITY OF MILWAUKEE,
A Municipal Corporation

By Its Milwaukee Fire Department

By _____
Fire Chief Aaron Lipski

Date _____

CONTRACTOR See Exhibit A

By _____ Title _____ Date _____

By _____ Title _____ Date _____

Countersigned

_____ Date _____

(City Comptroller)

__Initials (Comptroller)

__Initials (Comptroller)

Examined and approved as to form and execution this ____ day of
_____, 2024__

Assistant City Attorney

Exhibit A to Intergovernmental Agreement for Law Enforcement Supportive Services for the 2024 Republican National Convention.

I. Contract Number.

--

II. Contractor Name, Contact Information, and UEI

Contractor Name	Name:
Contractor Unique Entity Identifier	UEI:
Contractor Contact - regular communication	Name: Phone: Email:
Contractor Contact - official notice	Name: Address: With copy to (email):

III. Milwaukee Contact Information.

Milwaukee Contact - regular communication	Name: Phone: Email:
Milwaukee Contact - official notice	Name: Address: Email: With copy to (email): Andrea Fowler at anfowler@milwaukee.gov

IV. Overtime Policy.

<p>If Contractor is requesting any reimbursement at overtime rates, provide a description of Contractor's overtime policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the following overtime policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.</p>
<p>Overtime description and citations:</p>

V. Travel Policy.

<p>If Contractor is requesting any reimbursement of wages paid for travel time, provide a description of Contractor's travel policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the</p>

following travel policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.

Overtime description and citations:

Additional Requested Costs (Not Listed Above)	
Description of Additional Cost	Amount of Total Cost
<p>Additional Expenses: Provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.</p> <p>Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. Example: If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the estimate/invoice per room for the total cost of the lodging.</p> <p>NOTE: Any reimbursement under this section that are not included in the approved Estimate must be preapproved In Writing by the City and such preapproval shall be attached to this form.</p>	\$ -
	\$ -
Total	\$ -

Equipment				
Equipment Name	Dates of Use	# Days	Written Cost Calculation (e.g., daily rate of \$100 x 4 days + estimated fuel costs of \$300)	Total Cost
Total				\$ -

Total Request for Reimbursement	
	Salary \$0.00
	Meals Per Diem Costs -
	Transportation -
	Additional Expenses -
	Total Cost \$ -

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 4/16/2024</p>
<p align="center">REPORTS AND RECOMMENDATIONS</p>	<p align="center">Approval of Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention</p>	<p align="center">ITEM NUMBER D. 4.</p>

BACKGROUND AND ANALYSIS

The City of Milwaukee had requested the services of the City of Franklin police personnel to assist in the law enforcement services needed to protect the 2024 Republican Nation Convention taking place in July of 2024 in the City of Milwaukee.

The police department tentatively agreed to send 6 officers. Adequate police staffing will be maintained in the City of Franklin to ensure normal operations.

The agreement is attached and includes a provision that the City of Milwaukee agrees to reimburse the city for personnel costs (wages and benefits) from a federal grant they have received.

The Franklin City Attorney has reviewed the provision of the agreement and is satisfied with its contents.

The Police Chief has also reviewed the contract and is satisfied with the obligations for providing personnel.

COUNCIL ACTION REQUESTED

Motion to approve and authorize city officials to sign the agreement.

CONTRACT NUMBER: See Exhibit A
CONTRACTOR: See Exhibit A
COMMON COUNCIL RESOLUTION: 231078

Distribution via DocuSign in this order:

- Assisting agency signatories – Signature/final copy
- Chief (Fire or Police) – Signature/final copy
- Aaron Robinette – Initials/final copy
- Claudia Orugbani – Initials/final copy
- “Comptroller Senior Management” (see DocuSign address book) – Signature/final copy
- City Attorney (ACA Foundos) – Signature/final copy
- Andrea Fowler – final copy (no signature)

**Intergovernmental Agreement for Law Enforcement Services for the
2024 Republican National Convention**

I. Definitions. The following definitions apply to this Agreement.

- 1 **Agreement** means this Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention
- 2 **Assisting Personnel** means those personnel provided by Contractor to assist Milwaukee pursuant to this Agreement
- 3 **Convention** means the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024.
- 4 **In Writing** means a written communication via the official Milwaukee email account (@milwaukee gov) of the MPD Chief, MPD Chief of Staff, or the Chief’s designees.
- 5 **MPD** means the City of Milwaukee Police Department
- 6 **Milwaukee** means the City of Milwaukee, Wisconsin.
7. **Parties** means Milwaukee and Contractor; **Party** means Milwaukee or Contractor.
- 8 **Security Plan** means the security plan developed for the Convention by the U S. Secret Service, in consultation with the Milwaukee Police Department, the Milwaukee Fire Department, and other local, state and federal agencies.
- 9 **Security Grant** means the grant provided to Milwaukee by the U S. Department of Justice and/or the U.S Department of Homeland Security to provide security for the Convention.
- 10 **Contractor** means the name of the Contractor identified in Exhibit A

II. Background.

1. Milwaukee has been chosen as the host city for the Convention Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee
- 2 Milwaukee requires the assistance of non-Milwaukee police personnel in support of its Convention security obligations
- 3 Milwaukee expects to and/or has received the Security Grant to pay for costs associated with securing the Convention, including the law enforcement services described in this Agreement.

IV. Exhibits. Exhibits A and B are incorporated into the Agreement, and contain information and forms specific to Contractor. Contractor agrees to provide the personnel and/or equipment listed in Exhibit B, at the times as listed in Exhibit B, and with all information required of Exhibits A and B. Contractor shall submit a "Final" version of Exhibit B at the appropriate times as specified in this Agreement

V. Additional Terms of Agreement.

- 1 **Authority to Execute.** The Parties each represent that they, and their signatories, possess the legal authority to enter into the Agreement and to validly and legally bind their respective Party to all terms of the Agreement.
- 2 **Term.** The term of the Agreement shall begin on the date of final execution of the Agreement by both Parties and shall end upon the completion of all obligations of the Agreement and participation in administrative proceedings and/or criminal and/or civil trials and/or audits by Milwaukee or Federal auditors
- 3 **Amount.** Contractor shall not be paid more than the amount set forth in Exhibit B titled "Total Cost," in the section entitled "Total Request for Reimbursement" which is the estimated total cost for Contractor's performance under the Agreement. The amount may be increased or decreased only by written amendment of the Agreement or In Writing.
- 4 **Payment.**
 - 4.1 **Costs Reimbursed** Contractor shall be reimbursed for costs that are all of the following, as applicable (1) properly supported by the documentation set forth below in the section entitled "Payment Requests" and in Exhibit B; (2) included in the Agreement budget or otherwise approved In Writing; (3) for personnel time, time spent in an "on duty" status between the time Assisting Personnel check in with MPD and the time that they check out with MPD at the end of their shift, in accordance with duty assignments distributed by MPD, or in training assigned by MPD, and at the rate(s) provided in Exhibit B, (4) for transportation, mileage or airfare at current United States General Services Administration rates and policies as set forth in Exhibit B, and (5) for equipment at the rates set forth in Exhibit B and at market rate repair costs for any damage to such equipment.
 - 4.2 **Costs Not Reimbursed.** Irrespective of any costs set forth in the budget, Contractor shall not be paid for any of the following
 - 4.2.1 Assisting Personnel's time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MPD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment contract, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below
 - 4.2.2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Agreement
 - 4.2.3 Costs in violation of the terms of the Security Grant award letter to Milwaukee, which shall be provided to Contractor under separate cover and which shall be incorporated into the Agreement at the time the document is provided to Contractor
 - 4.2.4 Rates of pay that exceed the normal salary and benefits of Assisting Personnel.
 - 4.2.5 Hours worked outside those established by MPD unless pre-approved In Writing. In Writing approval may be provided retroactively if Assisting Personnel are acting on a

direct command from MPD or responding to an emergency situation which, in their professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety. In such instances, Assisting Personnel shall seek approval from Milwaukee MPD command at the earliest reasonable time.

4.2.6 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing.

4.3 Payment Requests Payment requests shall be submitted to Milwaukee no later than September 2, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request.

4.3.1 "Final" version of Exhibit B, and all documentation required therein.

4.3.2 If requested, copies of the relevant portion of a collective bargaining agreement, employment contract, ordinance, law, requiring Assisting Personnel to be paid for travel time and overtime.

4.3.3 Such other documentation as Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.

4.3.4 If Contractor is budgeted to procure any items or services, it must follow the procurement rules set forth at 2 C.F.R. 200, and must maintain records and make such records available to Milwaukee upon request and must be sufficient to establish (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 C.F.R. § 200.318(i)).

4.3.5 A completed W-9 form.

4.4 Timing of payments and recoupment

4.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Milwaukee. A reimbursement package is deemed to be complete after any/all requests for information made by Milwaukee to Contractor have been received and no further questions remain.

4.4.2 Final payment under the Agreement shall be predicated, at Milwaukee's option, on a final audit of Contractor's documentation by Milwaukee, state, or federal officials.

4.4.3 Contractor shall reimburse Milwaukee for any disbursed funds that Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Milwaukee's written demand to Contractor.

4.5 Risk. Reimbursements under the Agreement are conditioned upon the City's actual receipt of funds from the granting authority, and Contractor undertakes any work performed before the City's receipt of such funds at its own risk. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all City's security obligations under the Security Plan, City may terminate this Agreement.

5 **Records, Audit, and Information Requests.**

5.1 Information requested pursuant to payment requests and audit Contractor shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of Milwaukee, local, state, or federal audits.

- 5.2 Federal Grant Record Retention Requirements Contractor will retain those records required by 2 C.F.R. § 200.334 for a period of three years after it receives notice from Milwaukee that Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 5.3 Wisconsin Public Records Law. The Parties understand and agree that they are each Authorities under the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Irrespective of any other term of this Agreement, Contractor is obligated to retain Records for seven years from the date of the Record's creation. The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph. This term shall survive for a period of seven years after termination or expiration of this Agreement.
- 6 **Security Information.** Contractor shall comply with all privilege and confidentiality requirements and procedures set forth by the U.S. Department of Homeland Security, the U.S. Secret Service or any other governmental entity. If Contractor has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Contractor shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record.
- 7 **Choice of Law and Venue.** The Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Contractor and Wisconsin agree that for any claim or suit or other dispute relating to the Agreement that cannot be mutually resolved, jurisdiction and venue shall be in an appropriate court of competent jurisdiction sitting in Milwaukee County, Wisconsin. Contractor agrees to submit itself to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law, except that, if another party obtains jurisdiction over Milwaukee for claims or other actions involving or related to the Agreement in a different forum or venue, Contractor agrees that it shall submit to the jurisdiction of such forum or venue.
- 8 **Liability.** Except as otherwise provided in this Agreement, each Party agrees that it will be responsible for its own acts and/or omissions and those of its Assisting Personnel, officials, employees, representatives, and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.
- 9 **No Waiver.** Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.
- 10 **Sam.gov profile.** Contractor is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number during the term of the Agreement.
- 11 **Independent legal entities and employment.**
- 11.1 Independent Legal Entities Contractor is an independent legal entity, and neither Contractor, nor Contractor's employees, agents, and/or Assisting Personnel are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor. City and Contractor form no joint venture or legal partnership under this Agreement.

- 11.2 Assisting Personnel Remain Employees of Contractor Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings, (iv) insurance coverage, (v) workers' compensation, (vi) death benefits, (vii) medical and legal indemnity where lawful and appropriate, and (viii) all other requirements by law, regulations, ordinance, or contract Assisting Personnel remain employees of Contractor Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement City is not obligated to reimburse Contractor for those expenses under the terms of this Agreement This paragraph does not diminish the City's reimbursement obligations set forth elsewhere in this Agreement **Because Contractor is claiming reimbursement for fringe benefits, including worker's compensation contributions/premiums, Contractor expressly waives any right to reimbursement for worker's compensation or other medical liability claims, including but not limited to claims under Wis. Stat. § 66.0513(2).**
- 12 **Indemnification.** The City shall indemnify Contractor and Assisting Personnel for liability to third parties incurred while Assisting Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis Stat § 66 0313
- 13 **Notices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified "Contractor Contact Information" and "Milwaukee Contact Information" in Exhibit A
- 14 **Remedies for noncompliance.** If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions
- 14.1 Temporarily withhold reimbursement pending correction of the deficiency or breach;
 - 14.2 Deny both use of funds for all or part of the activity or action not in compliance;
 - 14.3 Wholly or partially suspend the Agreement,
 - 14.4 Withhold further reimbursement,
 - 14.5 Terminate the Agreement,
 - 14.6 Take other remedies that may be legally available
- 15 **Termination.**
- 15.1 Termination by Milwaukee Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in the Agreement budget prior to the date of termination under the following circumstances (1) such costs are properly documented as required in the Agreement, (2) such costs do not exceed the amount allowed under the Agreement, and (3) a report of progress to date of termination has been submitted to Milwaukee Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation contained in the Agreement, and either such breach cannot be cured or, if such breach may be cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure.

- 15 2 **Termination by Contractor** Contractor may terminate the Agreement if Contractor is not able to both fulfil the terms of the Agreement and ensure the public safety of its own jurisdiction due to an emergent circumstance. Upon Contractor's termination of the Agreement, Contractor shall fully refund to Milwaukee all costs, funds, or other prepayments that Milwaukee may have paid to Contractor pursuant to the Agreement (if any) Contractor shall be reimbursed according to the procedures set forth in the Agreement for costs incurred during any provision of Agreement services to Milwaukee. Contractor shall provide notice of termination to Milwaukee as soon as practical upon discovery of conditions requiring the termination
- 16 **Amendment.** The Agreement may be amended only by joint written agreement between the Parties.
- 17 **Headings.** The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms
18. **Survival.** The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable
- 19 **Lobbying.** Contractor agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement Funds provided pursuant to the Agreement may not be used to influence federal contracting or financial transactions.
- 20 **Debarment.** By executing the Agreement, Contractor certifies neither it, nor any of its respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e g General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Contractor will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment using funds provided by this Agreement Contractor agrees that it will take all steps necessary to ensure that it and its respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance If Contractor becomes disbarred, it will immediately notify Milwaukee, and such disbarment may be grounds for termination of the Agreement
- 21 **Entire agreement, amendments, severability.**
- 21 1 **Entire Agreement** The Agreement constitutes the entire agreement between Milwaukee and Contractor concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the Agreement
- 21 2 **Severability** If any term of the Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability All other terms of the Agreement shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Milwaukee

22 **Certifications and incorporation of federally required terms.** The following terms and conditions are incorporated into the Addendum

- 22.1 Amendment Permitted This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms
- 22.2 Record Retention Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term
- 22.3 Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this Agreement exceeds one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency (the U.S. Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA)
- 22.4 Energy Efficiency Contractor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 22.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) If the Agreement exceeds one hundred thousand dollars (\$100,000), Contractor certifies that
- 22.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement
- 22.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)
- 22.5.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- 22.5.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq, apply to this certification and disclosure, if any. FAR 52 203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

22.6 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval

22.7 Federal Government is Not a Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the Agreement

22.8 Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) The requirements of this section must be included in all subcontracts and purchase orders for work or products under the Agreement

22.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment Contractor shall not knowingly use funds under this Agreement to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Agreement performance, Contractor shall alert Milwaukee as soon as possible and shall provide information on any measures taken to prevent recurrence

22.10 Prohibition on confidentiality agreements Contractor may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

22.11 All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum

23 **Organizational Structure and Law Enforcement Procedures.**

23.1 Unified Incident Command At all times while operating under this Agreement, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MPD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency

- 23.2 Lead Local Law Enforcement Agency and Assignments MPD is the lead local law enforcement agency for purposes of the Convention Security Plan. The Milwaukee Police Chief, or their designee, will communicate the specific assignments for Assisting Personnel to Contractor's commanding officer. Should Contractor object to any specific assignment, it shall make an objection to MPD and MPD shall reasonably attempt to accommodate the objection. The decision of the MPD regarding the objection and the requirements of the Security Plan shall control.
- 23.3 Policies and Law to Apply Assisting Personnel will abide by applicable MPD policies, the lawful commands of the MPD Chief of Police and their designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Rules of engagement and applicable standard operating procedures are available at <https://milw.sharepoint.com/f/r/sites/MPDRNCInformationCenter/Shared%20Documents/General?csf=1&web=1&e=KpTEFq> (see "Outside Agency Documents" → "Files" → "Wisconsin Intergovernmental Agreements Documents" folder) and must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request. To activate this link, and access these documents, please request access by contacting the MPD RNC Planning Unit by email at MPD_RNC2024@milwaukee.gov or by telephone at (414) 935-7171.
- 23.4 Police Authority Most Assisting Personnel duty assignments shall include the assignment of at least one MPD officer. Should an arrest or stop be required, the MPD officer shall conduct the arrest, and Assisting Personnel shall assist as directed. Assisting Personnel shall not conduct arrests or stops unless required to do so by emergent circumstances in which an MPD officer is not available or capable of conducting the arrest or stop. In such cases, the arresting officer shall include an MPD officer at his/her earliest opportunity and shall provide that MPD officer with all relevant and/or requested information. This Agreement is a request for assistance pursuant to Wis. Stat. §§ 66.0301 and 66.0313, pursuant to which a responding Wisconsin officer may assist with an arrest, notwithstanding any other jurisdictional provision.
- 23.5 Conformance to Security Plan All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MPD Chief of Police and their designees.
- 24. Assisting Personnel and Responsibilities.**
- 24.1 Assisting Personnel to Participate in Training. Upon reasonable advance written notification from MPD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MPD. MPD shall make reasonable efforts to coordinate the training schedule with Contractor.
- 24.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of Contractor.
- 24.3 Field Operations Guide. MPD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement.
- 24.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor's performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness. Such assistance shall include the provision of

- personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Milwaukee
- 24 5 Assisting Personnel Criteria. Each Assisting Personnel provided by Contractor shall meet each of the following criteria
- 24 5 1 Be licensed or certified as a law enforcement officer or equivalent by Contractor
 - 24 5 2 By reason of experience, training, and physical fitness, be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.
 - 24 5 3 If assigned to the Major Incident Response Team, have completed Mobile Field Force training or its equivalent and other training as required by MPD or the United States Secret Service
 - 24 5 4 Employed as a licensed or certified non-probationary officer with at least 1 year of service by Assisting Governmental Unit and be an officer in good standing at all times until the completion of the Convention
 - 24 5 5 Have not been (i) sued in an individual capacity and adjudicated as liable for violations of the U.S. Constitution, or (ii) have sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years
- 24 6 Declining Personnel At any time, Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Contractor or Assisting Personnel, Milwaukee shall reimburse Contractor for any costs budgeted for under the Agreement and already incurred
- 24 7 Assisting Personnel Equipment
- 24 7 1 Each Assisting Personnel shall be equipped by Contractor at Contractor's own expense with a seasonally appropriate patrol uniform and equipment, including service belt, service weapon, radio, and personal soft ballistic body armor. Assisting Personnel shall not bring to their assignments any chemical or other non-lethal munitions except as authorized by MPD via the sanctioned equipment list described below
 - 24 7 2 A complete, sanctioned, equipment list is will be provided to Contractor at least sixty (60) days before the Convention. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Assisting Personnel as part of their assignments unless MPD consents to the use of such In Writing.
 - 24 7 3 Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost by a supplier seeking to demonstrate new equipment
- 25 **Milwaukee Responsibilities**. In addition to Milwaukee's lead law enforcement agency responsibilities for the Convention, Milwaukee will provide the following.
- 25 1 Training. Training for Assisting Personnel, as and if determined necessary by MPD or the United States Secret Service
 - 25 2 Lodging and Food Milwaukee will provide lodging for Assisting Personnel whose home agency is located more than 50 road miles outside of Milwaukee. Milwaukee will also provide a per diem for all Assisting Personnel for those times that they are stationed in Milwaukee, as specified in Exhibit B. Any expenditures for food or lodging outside of those provided by Milwaukee shall be at Assisting Personnel or Contractor's own expense

26 **Discipline / Probable Cause Matters.** Milwaukee shall refer disciplinary matters involving Assisting Personnel to Contractor Based on the judgment of Milwaukee, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MPD or an external law enforcement agency for investigation with appropriate notice to Contractor

IN WITNESS WHEREOF, the City and Contractor have fully executed this Agreement as of the date of the final signature below

CITY OF MILWAUKEE,
A Municipal Corporation

By Its Milwaukee Police Department

By _____
Chief Jeffrey B Norman

Date _____

CONTRACTOR See Exhibit A

By _____ Title _____ Date: _____

By _____ Title _____ Date: _____

Countersigned

_____ Date _____
(City Comptroller)

Date _____

___ Initials (Comptroller Staff)

___ Initials (Comptroller Staff)

Examined and approved as to form and execution this ___ day of
_____, 2024

Assistant City Attorney

Exhibit A to Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.

I. Contract Number.

--

II. Contractor Name, Contact Information, and UEI.

Contractor Name	Name:
Contractor Unique Entity Identifier	UEI:
Contractor Contact - regular communication	Name: Phone: Email:
Contractor Contact - official notice	Name: Address: With copy to (email):

III. Milwaukee Contact Information.

Milwaukee Contact - regular communication	Name: Phone: Email:
Milwaukee Contact - official notice	Name: Address: Email: With copy to (email): Andrea Fowler at anfowler@milwaukee.gov

IV. Overtime Policy.

If Contractor is requesting any reimbursement at overtime rates, provide a description of Contractor's overtime policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the following overtime policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.
Overtime description and citations:

V. Travel Policy.

If Contractor is requesting any reimbursement of wages paid for travel time, provide a description of Contractor's travel policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the
--

following travel policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.

Overtime description and citations:

Exhibit B: Republican National Convention Reimbursement

 Check

Estimate (fill out this form as an estimate when signing the Agreement)

 Check

Final (fill out this form with final information when filing your final reimbursement request after the Convention)

Contractor:		
Prepared By:	Contact Phone's #:	Email
Approved By:	Contact Phone's #:	Email

Payroll Costs

Pension Rate	0.00%	<p>Directions for this form when completing the "Estimate": Please fill out the entire form in Microsoft Excel. Return the form to Milwaukee in Excel format. Milwaukee will review this form and respond with any requested edits. When all information has been agreed to by both Milwaukee and Contractor, Milwaukee will pdf the form and return it to Contractor as part of the Agreement through DocuSign.</p> <p>Direction for this form when completing the "Final" cost reimbursement: Please fill out the entire form in Microsoft Excel and send it to Milwaukee. Milwaukee will review and respond with any requested edits. When all information has been agreed to by both Milwaukee and Contractor, Milwaukee will pdf the form and return it to Contractor through DocuSign.</p>
FICA Rate	0.00%	
Medicare Rate	0.00%	
Workers' Comp. Benefits Rate	0.00%	

Contractor Employee's Name	Number (enter "1" for each)	Payroll ID	Service Dates	Rank	Regular Hourly Rate	OT Hourly Rate	Projected Regular Hours	Projected OT Hours	Total Salary Expense	Fringe [auto filled from above]	Projected Total Expense with Fringe
					\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
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					\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00

Additional Requested Costs (Not Listed Above)

Additional Expenses: Provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.

Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. **Example:** If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the estimate/invoice per room for the total cost of the lodging.

NOTE: Any reimbursement under this section that are not included in the approved Estimate must be preapproved in Writing by the City and such preapproval shall be attached to this form.

Description of Additional Cost	Amount of Total Cost
	\$ -
	\$ -
Total	\$ -

Equipment

Equipment Name	Dates of Use	# Days	Written Cost Calculation (e.g., daily rate of \$100 x 4 days + estimated fuel costs of \$300)	Total Cost
Total				\$ -

Total Request for Reimbursement

	Salary	\$0.00
	Meals Per Diem Costs	-
	Transportation	-
	Additional Expenses	-
	Total Cost	\$ -

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/16/2024
REPORTS & RECOMMENDATIONS	Authorization for the Department of Public Works to Purchase a 2023 Chevrolet Silverado LT 5500 Medium Duty Pickup Truck with Salter & Plow Attachments	ITEM NUMBER M.S.

BACKGROUND

The Franklin Department of Public Works is requesting approval to purchase a 2023 Chevrolet Silverado LT 5500 medium duty pickup truck along with Salter & Plow Attachments. This purchase was included in the approved 2024 Capital Outland Fund, and the Department of Public Works was approved to solicit quotes for this equipment in December of 2023.

At the April 9th, 2024, Board of Public Works meeting, the Board approved this purchase.

ANALYSIS

This request is for the purchase of a 2023 Chevrolet Silverado LT 5500 medium duty pickup truck with salter & plow attachments for use at the Department of Public Works. These vehicles are used year-round by the department, for carrying personnel, equipment, and supplies, and are also used during the Winter for plowing parking lots and paths.

FISCAL NOTE

Staff recommends using funds from the Capital Outlay Fund (42-0331-5811), as approved in the 2024 budget, in the amount of \$133,348.00 for this purchase.

This purchase will be made through Holz Motors in Hales Corners (truck) and Casper’s Truck Equipment (salter/plow attachments), both are known vendors to the City.

RECOMMENDATIONS

The Department of Public Works recommends the Council to authorize the purchase of a 2023 Chevrolet Silverado LT 5500 medium duty pickup truck from Holz Motors with Salter & Plow attachments from Casper’s Truck Equipment, as per the 2024 approved Capital Outlay budget.

Council Action Requested

Request Common Council approval/authorization to move forward with the purchase of a 2023 Chevrolet Silverado LT 5500 Medium Duty Pickup Truck with Salter & Plow Attachments using funds from the 2024 Capital Outlay Fund (42-0331-5811) to pay for the purchase, in the amount of \$133,348.00.

DPW:KLS/ams

DEAL# 12452 CUST# 10074

MOTOR VEHICLE PURCHASE CONTRACT THIS IS AN OFFER TO PURCHASE THAT WILL BECOME A LEGAL OBLIGATION ONLY IF YOU SIGN THIS CONTRACT AND ACCEPT THE OFFER. THE DEALER ADMITS ACCEPTANCE OF THE OFFER WITHIN A REASONABLE PERIOD OF TIME. THE OFFER IS VALID ONLY IF YOU SIGN THIS CONTRACT AND ACCEPT THE OFFER WITHIN A REASONABLE PERIOD OF TIME. THE OFFER IS VALID ONLY IF YOU SIGN THIS CONTRACT AND ACCEPT THE OFFER WITHIN A REASONABLE PERIOD OF TIME.

DEALER NAME: HOLT MOTORS INC
ADDRESS: 5961 S. 198TH PLACE
CITY, STATE, ZIP: WALES CORNERS, WI 53130
PHONE NO: (414) 425-2400

PURCHASER NAME: CITY OF FRANKLIN DEPT. OF PUBLIC WORKS
STREET ADDRESS: 7879 W. RYAN ROAD
CITY: FRANKLIN
STATE: WI
ZIP: 53132

VEHICLE IDENTIFICATION NUMBER: 1HTKJPK7F1822785
MODEL YEAR: 2023
MAKE: CHEVROLET
MODEL: TRUCK

PLEASE ENTER MY CODE FOR THE FOLLOWING DESCRIBED VEHICLE: NEW
USED: PRICE
MSRP: 75,920.00
MSRP Below: 75,920.00
BASE MSRP (Manufacturer Suggested Retail Price): 75,920.00

WARRANTY & SERVICE CONTRACT INFORMATION
AS IS - NO WARRANTY. Dealer is not a party to any manufacturer warranty.
Original Manufacturer Warranty (either new or remaining): 36000 miles
LIMITED EXTENDED WARRANTY/SERVICE CONTRACT provided by: Dealer
Percentage of repair costs to be paid by you: N/A

TRADE ALLOWANCE
OWNED VEHICLE PAYOFF
CASH & CASH EQUIVALENTS
Total Cash and Rebates to + (if assigned) or - (if not assigned): 104,936.00

SALES TAX CALCULATION
Total of Taxes (b + 1 + 2): 104,936.00

ANTICIPATED DELIVERY DATE: APRIL 04, 2024
REGARDLESS OF REASON, IF THE VEHICLE ORDERED BY THE PURCHASER IS NOT AVAILABLE FOR DELIVERY WITHIN 15 CALENDAR DAYS AFTER THE ANTICIPATED DELIVERY DATE, THE PURCHASER MAY CANCEL THIS ORDER AND SHALL, WITHIN ONE BUSINESS DAY, RECEIVE A FULL REFUND OF ANY DOWN PAYMENT, AND RETURN OF TRADE-IN VEHICLE, IF THIS IS A TRADE-IN VEHICLE, OR TOLL, IF THE TRADE-IN IS NOT AVAILABLE, THE PURCHASER SHALL RECEIVE THE TRADE-IN ALLOWANCE. UNLESS DELIVERY DATE IS OTHERWISE QUALIFIED ON THE PURCHASE CONTRACT BY THE PURCHASER, IF THE ORDERED VEHICLE BECOMES AVAILABLE FOR DELIVERY PRIOR TO THE STATED ANTICIPATED DELIVERY DATE, THE DEALER LICENSEE MAY REQUIRE ACCEPTANCE NOT LESS THAN 21 CALENDAR DAYS AFTER HAVING NOTIFIED THE PURCHASER OF AVAILABILITY OF DELIVERY, IN WHICH CASE NO PENALTY SHALL BE ASSESSED FOR NONACCEPTANCE OF DELIVERY PRIOR TO THE STATED ANTICIPATED DELIVERY DATE.

A SERVICE FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED FOR MOTOR VEHICLE POSSESSION OR LESSORS FOR SERVICES RELATED TO COMPLIANCE WITH STATE AND FEDERAL LAWS, VERIFICATION AND PUBLIC SAFETY, AND MUST BE REASONABLE.
This is a Finance Transaction. (Check A or B):
A. [] In assigned dealership. These terms do not extend beyond the closing date if dealer is willing and able to accept vehicle on lease basis.
B. [] Acceptable to You.
This transaction is subject to financing being arranged through credit of your choice. You must obtain acceptable financing and dealer must receive written notice by (date) N/A or this contract is void.
This is a cash transaction. You are obligated to pay the balance due on delivery.
ORDER DOT VEHICLE NOT PRICE PROTECTED (See Back of Contract for Details)

THE APPRAISAL OF THE TRADE-IN IS BASED ON AN ODOMETER READING OF UP TO _____ MILES/KILOMETERS, AND THE TRADE-IN MAY BE REAPPRAISED IF IT EXCEEDS THIS LIMIT.
BUYER'S REPRESENTATIONS: This contract is not valid unless the dealer at any time prior to delivery of the purchased vehicle if any of the representations contained on the Buyer's Representation Statement are untrue. The dealer is not responsible for the accuracy of the information provided by the buyer. The dealer is not responsible for the accuracy of the information provided by the buyer. The dealer is not responsible for the accuracy of the information provided by the buyer.
As a disclaimer to purchaser, failure to take delivery on the vehicle as herein provided, you agree that you are not entitled to a refund of the cash price of the vehicle as provided by Section 213.01(1) Wisconsin Statutes. Dealer retains the right to bring action for actual damages caused by breach of this contract, in lieu of the above penalty.

YOUR SIGNATURE(S)
ACCEPTED BY DEALER OR AUTHORIZED AGENT
AUTHORIZED SIGNATURE
DATE: 04/04/2024
TIME: 1:00 PM
SIGNED: [Signature]
DATE: 04/04/2024
TIME: 1:00 PM
SIGNED: [Signature]



Mission Truck Equipment, LLC
 700 Randolph Drive
 Appleton, WI 54913
 (920) 687-1111



INVOICE NO:

0059246-IN

Please Pay from this Invoice
 No Statement will be sent

231227

SOLD TO: Holz Motors, Inc.
 5961 South 108th Place
 P.O. Box 226
 Hales Corners, WI 53130

SHIP TO: Holz Motors, Inc.
 5961 South 108th Place
 P.O. Box 226
 Hales Corners, WI 53130

Phone: (414) 425-2400

Fax: (414) 868-9416

ACCOUNT NO.	SUBPERSON NUMBER	PURCHASE ORDER NO.	SHIP VIA	TERMS	INVOICE DATE	PAGE
HO3102	0027			COD	12/19/2023	1

QTY ORDERED	QTY SHIPPED	QTY BACK ORDERED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
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Customer Chassis - Year/ Make/ Model: 2023 Chevrolet 5500 HD

VIN #: 1HTKJPVK7PH622795

1 000	1.000	0 000	BOM-MARK III 11' DS-SS	Dump Body 11' Henderson Drop S		
1 000	1 000	0 000	MARK III 11'DS-SS	Dump Body 11' Henderson Drop S		
SerialNo:	MK3-34725					
2 000	2.000	0 000	1705100	18x18x24 Inch Diamond Tread Al		
1 000	1.000	0 000	554270152	Pull Terp Solid Vinyl		
1 000	1.000	0.000	1809085	Hitch Plate with 2-1/2 Inch Re		
1 000	1 000	0 000	10001327	Bracket Kit		
2 000	2 000	0 000	10001769	BLK Fender		
1 000	1.000	0 000	/FRT02	Freight Truck Equip- Milwaukee		
4 000	4.000	0.000	TWS-4AC	Amber/Clear Wafer Thin Strobe		
1 000	1.000	0.000	/MISCITEM	Misc Items		
			7RV extension harness			
1.000	1 000	0 000	TM8-159AC	class 1 perminant mount 12/24		
1 000	1.000	0.000	TC1770P	Bulk TC1770P 7-Way Black Plast		
1 000	1.000	0 000	/FRT12	Freight Parts/Other -Milwaukee		

Order 0054300

Making Trucks Work For You

PLEASE PAY FROM THIS INVOICE, NO STATEMENT WILL BE SENT
 1 1/2% per month service charge will be assessed on all Invoices not paid within terms

Than



Appleton 700 Randolph Drive Appleton, WI 54913 Phone (920) 687-1111 Fax (920) 687-1122	Milwaukee 12655 W Silver Spring Rd Butler, WI 53007 Phone (262) 544-5404 Fax (800) 261-0383
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Account City of Franklin Date 03-26-2024
 Name Kevin Schlueter Email _____
 Address 7979 W. Ryan Rd Phone: 414-425-8881
Franklin Wisconsin, 53132 Note. 2024 Chevy 5500

**** Sales Quotation ****

1. Western Truck Side

- A Western truck side wiring harness
- B Western Plow mount
- C Western controller
- D Installed and complete \$2,058.00 *

2. SnowEx Polly Helix

- A 3.5 Polly
- B Helix Auger
- C Inverted V
- D 100 Gallon pre wet system
- E 1 work light, 2 strobes in rear
- F Installed and complete \$15,946.00

3. SnowEx Stainless Steel Renegade

- A 4.0 Stainless Steel
- B Helix Auger
- C Inverted V
- D 100 Gallon pre wet system
- E 1 work light, 2 strobes in rear
- F Installed and complete \$16,354.00 *

4. Western Snow Plow

- A 9'6 MVP3 Stainless Steel V-Plow
- B Halogen headlights
- C Casper's assemblies plow
- D Furnish Only \$10,000.00 *

Submitted by: Sam Stein All Sales Tax and FET Tax will be added Quote firm 30 days Terms: Net 30

Unless previously arranged, for quotes in excess of \$5,000.00 Casper's requests 25% payment upon approval / purchase order.

By signing below, I agree that I have read, understood, and will comply with the terms of this quote

Quote accepted by: _____

Title: _____ Date Accepted: _____ PO# _____

Thank You for the opportunity to submit our quote for your consideration

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 04/16/2024</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">A resolution imposing conditions and restrictions for the approval of a Special Use for a self storage facility use upon property located at 7045 South Lovers Lane Road (TKG III Acquisition LLC (d/b/a StorageMart), Applicant)</p>	<p align="center">ITEM NUMBER M.6. DISTRICT 6</p>
<p>At its April 4, 2024, meeting, the Plan Commission unanimously recommended approval of the attached special use resolution for a self storage facility use upon property located at 7045 South Lovers Lane Road (TKG III Acquisition, LLC (d/b/a StorageMart), Applicant).</p> <p>The Plan Commission also unanimously approved a Site Plan for the construction of the self-storage facility development. Those plans are attached for reference. That approval is contingent upon the Common Council approval of this Special Use Application.</p> <p align="center">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2024-_____, imposing conditions and restrictions for the approval of a Special Use for a self storage facility use upon property located at 7045 South Lovers Lane Road (TKG III Acquisition LLC (d/b/a StorageMart), Applicant).</p>		

RESOLUTION NO. 2024-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR
THE APPROVAL OF A SPECIAL USE FOR A SELF STORAGE FACILITY USE UPON
PROPERTY LOCATED AT 7045 SOUTH LOVERS LANE ROAD
(TKG III ACQUISITION LLC (D/B/A STORAGE MART), APPLICANT)

WHEREAS, TKG III Acquisition, LLC having petitioned the City of Franklin for the approval of a Special Use within a B-5 Highway Business District under Standard Industrial Classification Title No. 4225 “General warehousing and storage”, to allow for a self storage facility use upon property located at 7045 South Lovers Lane Road, bearing Tax Key No. 747 9992 005, more particularly described as follows:

Parcel 3 of Certified Survey Map No. 5403 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 18, 1990 in Reel 2439, Images 869 to 872, as Document No. 6371353, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 5, Town 5 North, Range 21 East, in the city of Franklin, County of Milwaukee, State of Wisconsin. Said Parcel 3 contains 3.77 acres more or less; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 4th day of April, 2024, 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 it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of TKG III Acquisition LLC, for the approval of a Special Use for the property particularly described in the preamble to this

TKG III ACQUISITION LLC – SPECIAL USE
RESOLUTION NO. 2024-_____
Page 2

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 TKG III Acquisition LLC, successors and assigns, as a retail self-storage facility use, which shall be developed in substantial compliance with, and operated and maintained by TKG III Acquisition LLC, pursuant to those plans City file-stamped **March 26, 2024** and annexed hereto and incorporated herein as Exhibit A.
2. TKG III Acquisition 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 TKG III Acquisition LLC self-storage facility development, 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 TKG III Acquisition LLC, and the self-storage facility use for the property located at 6951 South Lovers Lane Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. Storage units shall be used and operated in conformance with Section 15-3.0703T. of the Unified Development Ordinance as follows:
 - a. Limitations on Use of Facilities. Such facilities shall be used only for the storage of materials or articles and shall not be used for assembly, fabrication, processing, or repair.
 - b. Services and Sales Activities Prohibited. No services or sales shall be conducted from any storage unit. Garage sales and/or flea market type activities are prohibited.
 - c. Practice Rooms, Meeting Rooms, and Residences Prohibited. Facilities shall not be used for practice rooms, meeting rooms, or residences.
 - d. Outdoor Storage Prohibited. No outdoor storage shall be permitted.
 - e. Storage of Explosive or Highly Flammable Material Prohibited. Storage of explosive or highly flammable material shall be prohibited.
5. A recorded cross-access agreement for access to the StorageMart development to the north shall be provided to the Department of City Development, prior to the issuance of an Occupancy Permit.

TKG III ACQUISITION LLC – SPECIAL USE
RESOLUTION NO. 2024-_____

Page 3

6. Applicant shall obtain final approval of the stormwater management plan from the City Engineer, prior to any land disturbance.
7. A separate written Conservation Easement agreement shall be submitted for Common Council review and approval and recording with Milwaukee County Register of Deeds, prior to the issuance of a Building Permit.
8. Applicant shall obtain approval from the Wisconsin Department of Transportation of the proposed development, prior to issuance of a Building Permit.
9. Any signage shall conform to the City's Sign Ordinance and be subject to the review and approval of the Planning Department and issuance of a Sign Permit.
10. [other conditions, etc.]

BE IT FURTHER RESOLVED, that in the event TKG III Acquisition 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

TKG III ACQUISITION LLC – SPECIAL USE
RESOLUTION NO. 2024-_____
Page 4

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 16th day of April, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of April, 2014.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of April 4, 2024
Special Use and Site Plan

RECOMMENDATION: Department of City Development staff recommends approval of the Special Use and Site Plan Application for the StorageMart development, subject to the conditions in the draft resolutions.

Project Name:	StorageMart Special Use and Site Plan
Project Address/Tax Key:	Not Assigned / 747 9992 005
Property Owner:	TKG III Acquisition LLC
Applicant:	TKG III Acquisition LLC
Aldermanic District:	District 6
Zoning District:	B-5 Highway Business District
Staff Planner:	Nick Fuchs, Planning Associate

Introduction

Please note:

- Staff recommendations are *underlined, in italics* and are included in the draft ordinance.
- Staff suggestions are only underlined and are not included in the draft ordinance.

On December 11, 2023, the applicant submitted an application for a Special Use and Site Plan for the development of a mini warehouse/self-storage facility upon property located along South Lovers Lane Road bearing Tax Key No. 747 9992 005.

Project Description/Analysis

Special Use:

The Special Use Application requests approval of a self-storage facility consisting of primarily climate-controlled storage units within two separate buildings. The development is an expansion of the existing facility located upon property to the north, which was approved in 2014.

According to the applicant's narrative, office hours are between 9:00 a.m. and 6:00 p.m. Monday through Friday and 10:00 a.m. to 2:00 p.m. on Saturdays, and closed on Sundays. Tenants are able to access their storage units every day of the year between 6:00 a.m. and 10:00 p.m. Access may be granted outside of this timeframe with special approval.

The proposed use also includes a request to rent parking spaces for longer term and seasonal parking of personal RVs, Trucks, and campers. Section 15-5.0202G.3. requires that any vehicle over 8,000 pounds rated Gross Vehicle Weight (GVW) may be parked overnight with Special Use approval. Staff has concerns of the feasibility of this with only five proposed striped parking spaces, and would object to parking and storage of vehicles outside of designated, striped spaces.

The applicant has not yet developed a complete floor plan of the larger building, but anticipates the development consisting of about 450 units.

The applicant has indicated agreement with operational requirements of Section 15-3.0703T. of the UDO. To ensure compliance with these requirements, staff recommends the condition below be included as part of the Special Use Resolution.

Storage units shall be used and operated in conformance with Section 15-3 0703T of the Unified Development Ordinance as follows

- 1 Limitations on Use of Facilities Such facilities shall be used only for the storage of materials or articles and shall not be used for assembly, fabrication, processing, or repair.
- 2 Services and Sales Activities Prohibited No services or sales shall be conducted from any storage unit. Garage sales and/or flea market type activities are prohibited.
- 3 Practice Rooms, Meeting Rooms, and Residences Prohibited Facilities shall not be used for practice rooms, meeting rooms, or residences.
- 4 Outdoor Storage Prohibited No outdoor storage shall be permitted.
- 5 Storage of Explosive or Highly Flammable Material Prohibited Storage of explosive or highly flammable material shall be prohibited.

The applicant's project narrative provides responses to the Special Use standards of Sections 15-3.0701A., B., and C. of the UDO for Plan Commission review.

Site Plan:

The subject parcel has an area of approximately 3.81. The proposed site plan consists of two self-storage buildings totaling 74,550 square feet. The larger building has an area of 67,200 square feet. The smaller building is 7,350 square feet. The buildings contain mini warehousing units that will vary in size.

The site is currently vacant. The applicant is proposing a Landscape Surface Ratio of 0.42, which is in conformance of the B-5 District minimum LSR of 0.40.

The site plan also consists of a six-foot-tall black, aluminum or wrought iron, security fence, storm water management facility, landscaping, and lighting.

Note the Fire Department recommends an additional fire hydrant(s) be required to protect the far west end of the proposed development.

Access:

The site plan includes access to Lovers Lane Road (STH 100), which is subject to Wisconsin Department of Transportation review and approval. There is also a cross-access connection included on the west side of the property to connect to StorageMart's existing facility to the north. A draft Declaration of Cross-Access Easement has been provided. Staff recommends that the applicant provide a copy of a recorded cross-access easement to the Planning Department, prior to issuance of a Building Permit.

The driveway width at the property line is about 35-feet. As such, the applicant is requesting a wider drive in accordance with Section 15-5.0207B. below.

“Openings. Openings for vehicular ingress and egress shall not exceed 24 feet at the street right-of-way line and 30 feet at the roadway, unless a greater distance is approved by the Plan Commission in a non-residential district.”

Parking:

Table 15-5.0203 of the UDO requires a Standard Parking Ratio of 1 space per 10 storage units. Assuming the site contains 450 storage units, 45 parking spaces are recommended. The applicant is providing five striped parking spaces, including one ADA accessible space. This does not count parking in front of individual exterior accessible storage units. With those included, it is estimated that the site includes about 45 to 50 parking spaces.

The applicant has noted that there is no need for employee parking as that is already in place at the facility to the north. It was also stated that tenants generally park in front of their storage units to load and unload.

Arguably, parking is met if parking spaces located in front of units are counted. Staff did suggest that additional parking be added on the north side of the smaller building, similar to the parking on the south end of the building. The building would have to be reduced in size to accommodate additional parking.

Staff does not object to counting spaces in front of units as well as interior spaces for the drive through accessible units as the drive widths through the site accommodate vehicles parking parallel to their units and still allow for two-way traffic through the site. Staff also finds it would not be reasonable to include 45 separate parking spaces onsite as that would not be commensurate with the parking demands of these types of facilities.

If deemed necessary, the UDO allows the Plan Commission to approve a reduction in parking as long as the applicant submits reasonably sufficient proof that the minimum number of required parking spaces would exceed the proposed use's projected parking demand. Evidence may include, but not limited to, parking standard comparisons and/or comparisons of parking demand for existing similar uses.

Landscaping:

Table 15-5.0302 of the UDO requires one canopy/shade tree, one evergreen tree, one decorative tree and one shrub for every five provided parking spaces. A 20% increase is also required per Section 15-5.0302C.1. of the UDO as the property abuts less intense residential uses to the south, east and west.

Considering the parking spaces in front of units, about 50 parking spaces are provided. As such, 12 plantings of each type are required, which includes the 20% increase. Staff recommends that the Landscape Plan be revised to update the Planting Table and Calculations to show and provide the correct minimum number of plantings required for each type of planting, Canopy/Shade Trees, Decorative Trees, Evergreens, and Shrubs. The Landscape Plan shall also conform to Section 15-5 0302F. of the UDO regarding minimum number of species provided.

Debatably, only 5 striped parking spaces are provided; however, staff finds if credit is given of the parking spaces in front of units to meet the parking standard, those spaces should then count towards the required landscaping calculations.

Lighting:

The applicant has provided a Lighting Plan with photometrics as well as cut sheets for all lighting provided. The Lighting Plan provides one light pole and twenty-one building lights. The light pole is located adjacent to the provided parking between the two buildings.

The Lighting Plan does not include lights that are directed towards adjacent residential uses. Footcandle levels are at 0.0 at the property lines.

Architecture:

According to the applicant and elevations provided, this development and building materials match the StorageMart development to the north. This includes architectural panels, stone, and brick. The overhead doors will also be the same style doors as the existing StorageMart development.

The proposed roof height of the smaller building is about 12-feet and the larger building has a roof height of 22-feet and a peak height of about 24-feet.

All rooftop and ground mounted mechanicals shall be screened from public view as determined appropriate by the Planning Department.

Signage:

A wall sign is anticipated; however, any signage proposed shall conform to the City's Sign Ordinance and be subject to the review and approval of the Planning Department and issuance of a Sign Permit.

Stormwater Management:

A storm water management facility is proposed in front of the building adjacent to S. Lovers Lane Road. Staff recommends that the applicant shall obtain final approval of the stormwater management plan from the City Engineer, prior to any land disturbance.

Natural Resource Protection Plan and Conservation Easement:

The NRPP and Site Intensity and Capacity Calculations indicate the site contains 1.3-acres of young woodland, a wetland of about .23-acres and associated wetland buffer (.41-acres) and wetland setback.

The applicant is proposing to eliminate .62 acres of the young woodland. The wetland, wetland buffer, and wetland setback will not be disturbed. The UDO allows a maximum disturbance of 50% of young woodlands or .65 acres in this case. As such, this standard is met.

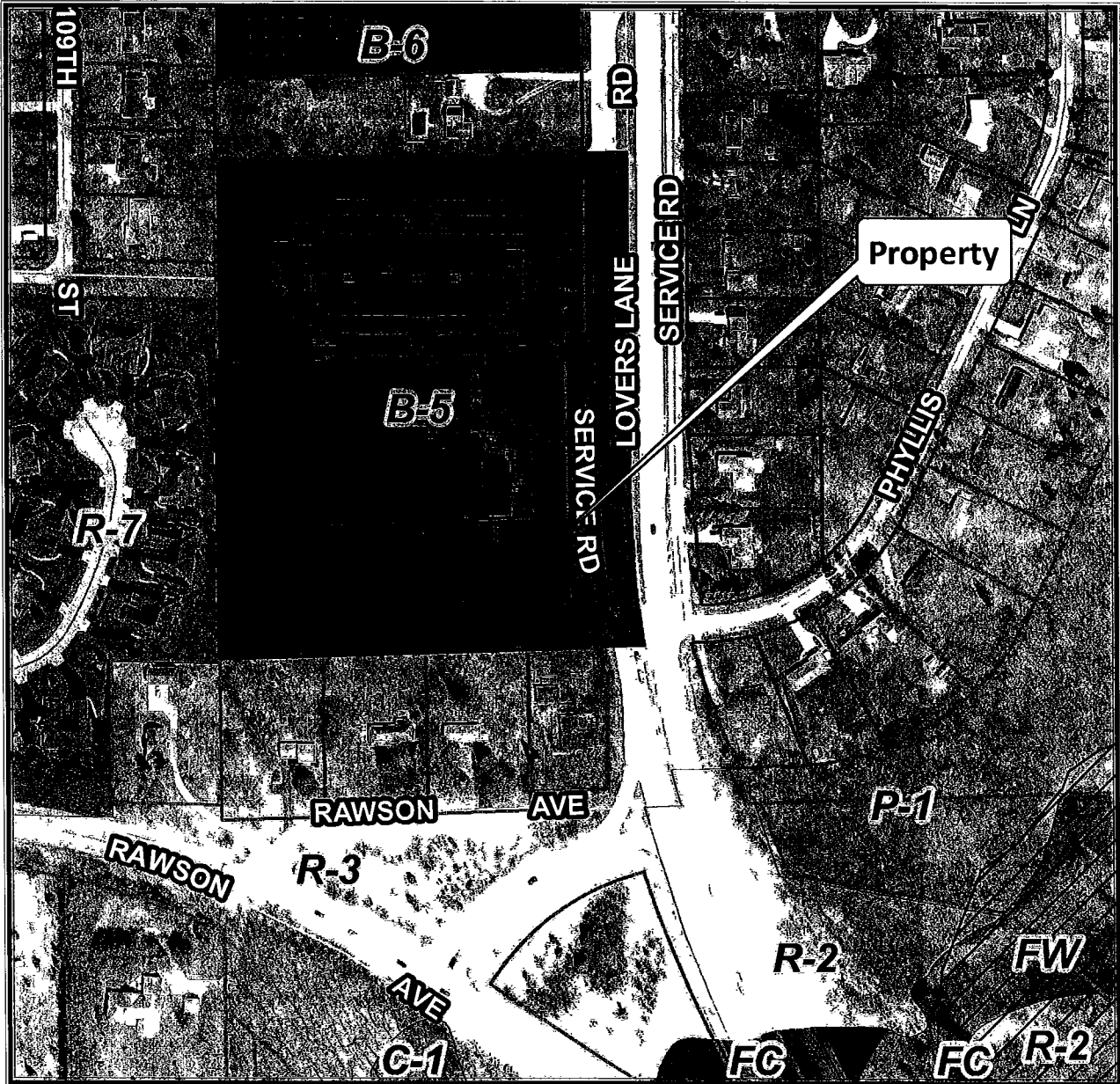
The wetlands were delineated on January 16, 2023. No impacts to wetlands, wetland buffers, or wetland setbacks are proposed.

Staff recommends submittal of a separate written Conservation Easement agreement for Common Council review and approval and recording with Milwaukee County.

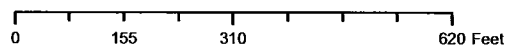
Staff Recommendation

Department of City Development staff recommends approval of the Special Use and Site Plan Applications, subject to the conditions in the draft resolutions.

7045 S. Lovers Lane Road
TKN 747 9992 005

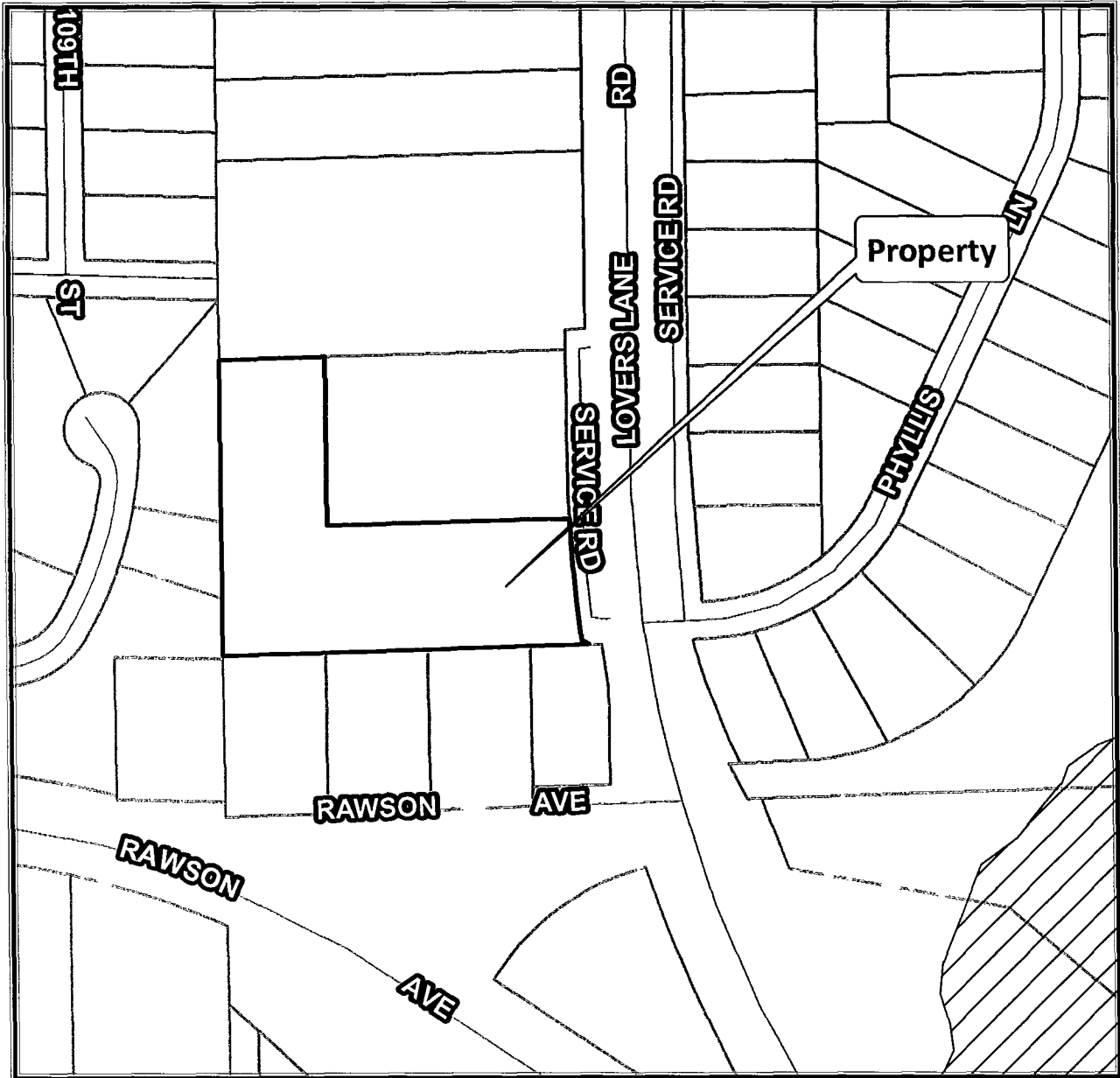


Planning Department
(414) 425-4024



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

7045 S. Lovers Lane Road
TKN 747 9992 005



Planning Department
(414) 425-4024

0 155 310 620 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.

HUSCH BLACKWELL

Jake Remington
Senior Counsel

511 North Broadway, Suite 1100
Milwaukee, WI 53202
Direct: 414.978 5527
Fax: 414.223.5000
Jake.Remington@huschblackwell.com

March 21, 2024

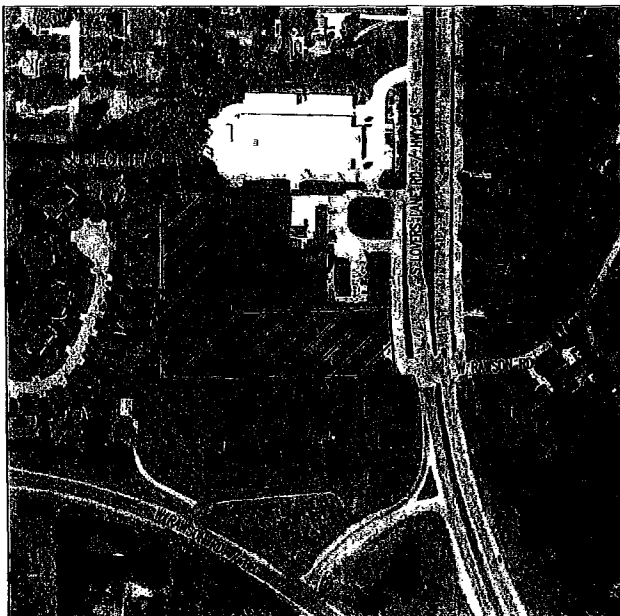
VIA FEDERAL EXPRESS

Nick Fuchs
Planning Associate
Planning Department, City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Re: Application for Site Plan and Special Use
Applicant: TKG III Acquisition, LLC
Property: 0 South Lovers Lane Road, Taxkey: 747-9992-003

Dear Mr. Fuchs:

Our firm is counsel to TKG III Acquisition, LLC d/b/a StorageMart (“StorageMart”). StorageMart is the current owner of the 3.769-acre parcel directly south of 6991 S. Lovers Lane Road, 0 S. Lovers Lane Road, Taxkey 747-9992-003 (the “Property”).



Dedicated to providing clean, well-lit storage units, and friendly customer service, StorageMart is the largest family operated self-storage company in the world, and the owner of twelve existing facilities in the Milwaukee community.

StorageMart seeks to build an expansion next to its existing facility at 6951 S. Lovers Lane Road. Franklin has been StorageMart’s best performing submarket of Milwaukee, with its existing store consistently staying above 90% occupancy since it was purchased in September of 2021. Much of StorageMart’s success can be attributed to the low supply in Franklin compared to other suburban markets around the country. The city boasts a units per

HUSCH BLACKWELL

March 21, 2024

Page 2

capita ratio of 0.06, well below the 0.1 figure that StorageMart starts to consider a market oversupplied. These supply figures and StorageMart's high historical occupancy at its existing location suggest that the proposed expansion will be utilized by customers and will not oversaturate the market.

StorageMart also seeks to impact the communities it calls home. We do this through our operation practices and through partnering with charities in the community. Operationally, we are increasing sustainability and enhanced operational efficiency by installing low-E glass, higher grade insulation for climate-controlled buildings, and Cool-Roof systems on exterior buildings. Through the "Store it Forward" charitable giving program, StorageMart is donating over \$80,000 annually to its national partners Big Brothers Big Sisters of America, FAST, and Sleep in Heavenly Peace.

The Proposed Development

As depicted in the attached site plan package, StorageMart is proposing to construct two additional buildings in addition to its existing facility to the north for the purpose of operating a retail self-storage primarily climate-controlled facility (with related accessory ambient temperature structural units) (the "Facility"). The Facility and the existing facility to the north will be connected via an asphalt drive and subject to a private cross-access easement. The Property is zoned B-5 (Highway Business District). The proposed use is designated a special use in the B-5 zoning district. (See UDO Attachment 3b (Table 15-3.0603).)

In accordance with the City's regulations regarding mini-warehouses, the Facility will only be used for the storage of materials or articles and shall not be used for assembly, fabrication, processing, or repair. The Facility will not permit services or sales to be conducted from any storage unit and will likewise prohibit garage sales or flea market type activities on the Property. The Facility will not permit practice rooms, meeting rooms, or residential use, will not permit outdoor storage, and will prohibit storage of explosive or highly flammable material.

The Request

On behalf of StorageMart, we are seeking (1) Plan Commission review and approval of the signage and site plan and (2) Plan Commission review and Common Council approval of a special use (retail self-storage primarily climate-controlled (with related accessory ambient temperature structural units)).

Office hours will be 9:00 a.m. – 6:00 p.m., Monday-Friday, and 10:00 a.m. – 2:00 p.m., Saturday (closed on Sundays). Access hours will be 6:00 a.m. – 10:00 p.m., Monday through Sunday, with 24/7 access with special approval.

HUSCH BLACKWELL

March 21, 2024

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A. Site Plan

The Property is current vacant and has an area of approximately 3.81 acres. The proposed site plan consists of two buildings totaling 74,550 square feet. The primary building (67,200 square feet) will sit 22 feet from the finished floor and have a second “mezzanine” level 12 feet from the finished floor. The second building (7,350 square feet) will sit 12 feet above the finished floor.

The final unit mix has not been determined as it will depend on the approved size and height of the facility. Typically, the design is based on 75% of the GSF at an average unit size of 120 SF, which would equate to approximately 450 units. StorageMart’s intent is construct the larger facility for climate-controlled units and the smaller facility for traditional non-climate-controlled storage.

B. Special Use

The proposed use meets the general standards, special standards, and considerations found in sections 15-3.0701(A), (B), and (C) of the UDO.

1. Ordinance and Comprehensive Master Plan Purposes and Intent

The proposed use and Facility will be in harmony with the general and specific purposes of the UDO. By Ordinance No. 2014-2130, the Mayor and Common Council, via recommendation from the Plan Commission, amended the UDO to permit the proposed use as a special use in the B-5 zoning district. In doing so, the City recognized the use was consistent with the 2025 Comprehensive Master Plan and would serve to further orderly growth and development and promote the health, safety and welfare of the community.

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. The Facility has been designed as a compliment to the existing facility, with an eye toward an aesthetically pleasing development that accounts for, and is in harmony with, the existing properties in the area. The west and south elevations (facing residential properties) have been designed with architectural panels and stone material. (*See Elevations, A200.*)

3. No Interference with Surrounding Development

HUSCH BLACKWELL

March 21, 2024

Page 4

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. The Facility will complement the existing facility to the north, as well as the Whitnall View Motel immediately to the north. Customers utilizing the Facility will have ingress and egress capabilities between the two StorageMart facilities. 1.08 of existing native woodland will be preserved on the Property, along the south and west property lines.

4 Adequate Public Facilities

The proposed Facility will be adequately served by the existing public facilities. The application includes drawings for sanitary sewer and water line details, storm sewer profile and details, a utility plan, and erosion control and storm sewer details. The design of the proposed Facility was done with the 2014 approved plans and storm water management plan for the existing facility.

5. No Traffic Congestion.

The additional traffic generated by the proposed Facility will be minimal – it is estimated that approximately 50 daily trips to the proposed facility based on existing facilities of similar size in terms of square footage. No regular semi-truck traffic is expected. Semi-truck use is tied to customer move in and out. StorageMart does not accept deliveries on behalf of customers, so no commercial traffic is expected on a regular basis.

StorageMart allows for parking of licensed, insured, and operable vehicles on the property overnight. Any overnight vehicles will be parked at the rear of the property. StorageMart does desire to rent parking spaces for longer term / seasonal parking to personal RVs, trucks, and campers. StorageMart does not record or limit the number and sizes (length and GVW) of vehicles other than based on the size and available number of parking spaces on the property.

Based on its experience with several other similarly sized facilities, parking and traffic studies that show low customer access and parking needs. (*See Trip Study for Similar Facility.*) Existing customers do not come to the office; they instead temporarily park in front of their unit or at the nearest loading point for loading and unloading. Only new customers utilize the parking spaces. In addition, this facility will be served by the existing office at the facility to the north. No additional employee parking will be needed at this facility.

Building A will have pull-in loading approximately in the center of the building. Additionally, they will have pedestrian doors in likely three locations to facilitate emergency egress and loading of interior units.

6 No Destruction of Significant Features

HUSCH BLACKWELL

March 21, 2024

Page 5

The proposed Facility will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. As noted above, 1.08 acres of existing native woodland will be preserved. Additionally, the Facility will not be sufficiently buffered and setback from the existing wetland in the southwest corner of the Property.

7 Compliance with Standards

a. Public Benefit.

Self-storage facilities are an essential component of a thriving community, offering numerous benefits that positively impact the local area and its residents. The existing site to the north has been well received by the public as it is StorageMart's best performing facility in the Milwaukee in terms of occupancy.

b. Alternative Locations.

StorageMart selected the Property because the Facility can be integrated to its existing facility to the north.

c. Mitigation of Adverse Impacts.

StorageMart has approached this project thoughtfully with an eye towards the aesthetics of the Facility and the effect of the use on neighboring properties. As depicted in the elevations, the Facility will utilize architectural panels, stone, and brick to match its existing facility to the north. Existing natural resources will be protected and additional landscaping is being proposed to the south to provide additional screening to adjacent residential properties.

d. Establishment of Precedent of Incompatible Uses in the Surrounding Area.

The proposed use will not establish precedent of incompatible uses in the surrounding area. To the contrary, the proposed use is consistent with the existing StorageMart facility to the north and will serve to address the high occupancy rate at the current facility together with a market that calls for additional supply.

We look forward to presenting this project and to StorageMart's continued investment in the City of Franklin.

HUSCH BLACKWELL

March 21, 2024

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Respectfully submitted,

HUSCH BLACKWELL LLP



Jake Remington
Senior Counsel

Enclosures:

- (A) Site Plan & Special Use Applications;
- (B) Legal Description;
- (C) Trip Study
- (D) Civil Plans:
 - (1) Existing Features Plan;
 - (2) National Resource Protection & Demolition Plan;
 - (3) Erosion Control Plan;
 - (4) Grading Plan;
 - (5) Utility Plan;
 - (6) Storm Sewer Profile & Details;
 - (7) Site Plan;
 - (8) Sanitary Sewer & Water Line Details;
 - (9) Site Construction Details; and
 - (10) Erosion Control & Storm Sewer Details;
- (E) Elevations;
- (F) Lighting Plan;
- (G) Renderings;
- (H) Site Intensity & Capacity Calculations;
- (I) Conservation Easement;
- (J) Access Agreement.

cc: StorageMart

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 (414) 425-4024
franklinwi.gov



APPLICATION DATE. _____

STAMP DATE _____ city use only

PLAN COMMISSION REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME Weyen Burnam	NAME James C Remington
COMPANY TKG III ACQUISITION LLC d/b/a StorageMart	COMPANY Husch Blackwell LLP
MAILING ADDRESS 215 N Stadium Blvd , Suite 207	MAILING ADDRESS 511 North Broadway
CITY/STATE Columbia MO 65203	CITY/STATE Milwaukee WI 53202
PHONE 573-449-0091	PHONE 414-978-5527
EMAIL ADDRESS weyen burnam@storage-mart.com	EMAIL ADDRESS jake remington@huschblackwell.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS 0 S Lovers Land Road	TAX KEY NUMBER 747 9992 003
PROPERTY OWNER TKG III ACQUISITION LLC	PHONE 573-449-0091
MAILING ADDRESS 215 N Stadium Blvd Suite 207	EMAIL ADDRESS weyen burnam@storage-mart.com
CITY/STATE Columbia, MO 65203	DATE OF COMPLETION office use only

APPLICATION TYPE

Please check the application type that you are applying for

Building Move
 Sign Review
 Site Plan / Site Plan Amendment
 Temporary Use

Most requests require Plan Commission review and approval

Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments

SIGNATURES

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7 00 a m and 7 00 p m daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943 13

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

I, the applicant, certify that I have read the following page detailing the requirements for plan commission approval and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE <i>Weyen Burnam</i>	APPLICANT SIGNATURE <i>Weyen Burnam</i>
NAME & TITLE Weyen Burnam, CCO	NAME & TITLE Weyen Burnam, CCO
DATE 12-11-23	DATE 12-11-23
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE <i>J C Remington</i>
NAME & TITLE	NAME & TITLE James C. Remington, Senior Counsel
DATE	DATE

CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department.

BUILDING MOVE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$200 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded full size, drawn to scale copies (at least 8 1/2" X 11") of the plat of survey, showing the proposed building placement at the new location, indicate setbacks from property lines and locations of driveways and access points
NOTE Single-Family homes require an attached 2 car garage
 - Three (3) copies of color photographs of the building's current elevations
- Other items as may be required for specific applications, per a city planner
- Email or flash drive with all plans / submittal materials
 - Applications for a Building Move are governed by the City of Franklin Municipal Code Chapter 92 2 (A) and the Wisconsin Uniform Building Code

SIGN REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$40 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) colored copies of the sign elevations, drawn to scale not less than 1/2" = 1' Plans shall be folded to a maximum size of 9" X 12" The elevations should denote the sign dimension and area Identify the colors, materials, finishes and lighting method (if applicable)
 - Three (3) scaled copies of the Site Plan, showing the location of the proposed signage relative to (1) any existing or proposed structures, (2) parking stalls and/or driveways, (3) proposed landscaping and outdoor lighting, (4) the setback distance from the street right-of way at the proposed location, (5) height of sign above the finished grade, and (6) the vision triangle distances described in Section 15 5 0201 of the Unified Development Ordinance
- Email or flash drive with all plans / submittal materials
 - Required for signage in Planned Development Districts (PDD) No 7 and 18 Additional materials / copies may be required for board/commission meetings
 - Permits for construction are REQUIRED after approval Contact Inspection Services (414-425 0084) for permit processes

SITE PLAN / SITE PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - Tier 1 \$2000
 - Tier 2 \$1000 (lot size ≤ 1 acre)
 - Tier 3 \$500 (≤ 10% increase or decrease in total floor area of all structures with no change to parking or change to parking only)
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded full size, drawn to scale copies (at least 24" X 36") of the Site Plan / Site Plan Amendment package The submittal should include only those plans/items as set forth in Section 15 7 0103, 15 7 0301, and 15 0402 of the Unified Development Ordinance that are impacted by the development (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc.)
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15 3 0500 of the UDO)
- Email or flash drive with all plans / submittal materials
 - Some requests may require CDA approval (PDD 18) or EDC approval (PDD 7) in which additional materials / copies may be required

TEMPORARY USE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$50 Application fee payable to the City of Franklin
- Three (3) complete collated sets of application materials to include
 - Three (3) project narrative
 - Three (3) folded, scaled copies, of the Site Plan, see section 15 3 0804 of the UDO for information that must be denoted on each respective plan
- Email or flash drive with all plans / submittal materials
 - Some requests may require CDA approval (PDD 18) or EDC approval (PDD 7) in which additional materials / copies may be required
 - Submittal of Application for review is not a guarantee of approval Approval of Temporary Use does not exclude potential requirement for additional licenses or permits For information on other licenses or permits that may be required, contact the City Clerk's office at (414) 425 7500, the Health Department at (414) 425 9101 and Inspection Services at (414) 425-0084

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 (414) 425 4024
franklinwi.gov



APPLICATION DATE: _____

STAMP DATE _____ city use only _____

COMMON COUNCIL REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME	Weyen Burnam	NAME	James C Remington
COMPANY	TKG III ACQUISITION, LLC d/b/a StorageMart	COMPANY	Husch Blackwell LLP
MAILING ADDRESS	215 N Stadium Blvd , Suite 207	MAILING ADDRESS	511 North Broadway
CITY/STATE	Columbia, MO ZIP 65203	CITY/STATE	Milwaukee, WI ZIP 53202
PHONE	573-449-0091	PHONE	414-978-5527
EMAIL ADDRESS	weyen burnam@storage-mart.com	EMAIL ADDRESS	jake remington@huschblackwell.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS	TAX KEY NUMBER	747 9992 003
PROPERTY OWNER	PHONE	573-449-0091
MAILING ADDRESS	EMAIL ADDRESS	weyen burnam@storage-mart.com
CITY/STATE	DATE OF COMPLETION	office use only

APPLICATION TYPE

Please check the application type that you are applying for

- Concept Review
 Comprehensive Master Plan Amendment
 Planned Development District
 Rezoning
 Special Use / Special Use Amendment
 Unified Development Ordinance Text Amendment

Most requests require Plan Commission review and Common Council approval
 Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments

SIGNATURES

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

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

- I, the applicant, certify that I have read the following page detailing the requirements for plan commission and common council approval and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE	APPLICANT SIGNATURE
<i>Weyen Burnam</i>	<i>Weyen Burnam</i>
NAME & TITLE	NAME & TITLE
Weyen Burnam, CCO	Weyen Burnam, CCO
DATE	DATE
12-11-23	12-11-23
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE
	<i>JCR</i>
NAME & TITLE	NAME & TITLE
	James C Remington Senior Counsel
DATE	DATE

CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department

CONCEPT REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$250 Application fee payable to the City of Franklin
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) copies of the Preliminary Site/Development Plan of the subject property(ies) and immediate surroundings on 8 1/2" X 11" or 11" X 17" paper (i.e., a scaled map identifying the subject property and immediate environs, including existing and proposed parcels, existing and proposed structures, existing and proposed land uses, existing and proposed zoning, existing and proposed infrastructure and utilities [approximate locations only], and existing and proposed site conditions/site constraints [i.e. approximate locations of public road access, rights-of-way, natural resources/green space and drainage issues/concerns, etc.])
 - Three (3) colored copies of building elevations on 11" X 17" paper if applicable
- Email or flash drive with all plans / submittal materials

COMPREHENSIVE MASTER PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$125 Application fee payable to the City of Franklin
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of a Site Development Plan / Map, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, identifying the subject property and immediate environs, including parcels, structures, land use, zoning, streets and utilities, and natural resource features, as applicable
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Requires a Class I Public Hearing Notice at least 30 days before the Common Council Meeting

PLANNED DEVELOPMENT DISTRICT (PDD)

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$6,000 New PDD
 - \$3,500 PDD Major Amendment
 - \$500 PDD Minor Amendment
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded full size, of the Site Plan Package, drawn to scale copies, on 24" x 36" paper, including Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc (See Sections 15 7 0101, 15 7 0301, and 15 5 0402 of the UDO for information that must be denoted or included with each respective plan)
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15 3 0500 of the UDO)
- Email or flash drive with all plans / submittal materials
 - PDD and Major PDD Amendment requests require Plan Commission review, a public hearing, and Common Council approval
 - Minor PDD Amendment requests require Plan Commission review and Common Council approval

REZONING

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$1,250
 - \$350 one parcel residential
- Word Document legal description of the subject property
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of a Plot Plan or Site Plan, drawn to reasonable scale, at least 11" X 17" paper or as determined by the City Planner or City Engineer, and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts
 - Requires a Class II Public Hearing notice at Plan Commission

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- Application fee payable to the City of Franklin [select one of the following]
 - \$1,500 New Special Use > 4000 square feet
 - \$1,000 Special Use Amendment
 - \$750 New Special Use < 4000 square feet
- Word Document legal description of the subject property
- One copy of a response to the General Standards, Special Standards, and Considerations *found in Section 15 3 0701(A), (B), and (C) of the UDO available at www.franklinwi.gov*
- Three (3) complete collated sets of application materials to include
 - Three (3) project narratives
 - Three (3) folded copies of the Site Plan package, drawn to scale at least 24" X 36", *The submittal should include only those plans/items as set forth in Section 15 7 0101, 15-7 0301 and 15 5 0402 of the UDO that are impacted by the development (e g , Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc.*
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable
- Email or flash drive with all plans / submittal materials
- Additional information as may be required
 - Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval

UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$200 Application fee payable to the City of Franklin
- Three (3) project narratives, *including description of the proposed text amendment*
 - Requires a Class II Public Hearing notice at Plan Commission
 - The City's Unified Development Ordinance (UDO) is available at www.franklinwi.gov

LEGAL DESCRIPTION

Parcel 3 of Certified Survey Map No. 5403 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 18, 1990 in Reel 2439, Images 869 to 872, as Document No. 6371353, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 5, Town 5 North, Range 21 East, in the city of Franklin, County of Milwaukee, State of Wisconsin.

Taxkey: 7479992005

March 26, 2018

Mr. Tim Crockett, PE
 Crockett Engineering
 1000 W Nifong Boulevard, Bldg. 1
 Columbia, Missouri 65203

RE: Trip Generation Assessment – Proposed Storage Mart
 3920 South State Route 291
 Lee’s Summit, Missouri
 CBB Job No. 25-18

Dear Mr. Crockett:

As requested, CBB has prepared a Trip Generation Assessment related to the proposed Storage Mart expansion in Lee’s Summit, Missouri. The existing Storage Mart is located off the State Route 291 Outer Road (SW Raintree Drive), south of Missouri Highway 150. The location of the Storage Mart relative to the surrounding area is depicted in Figure 1.

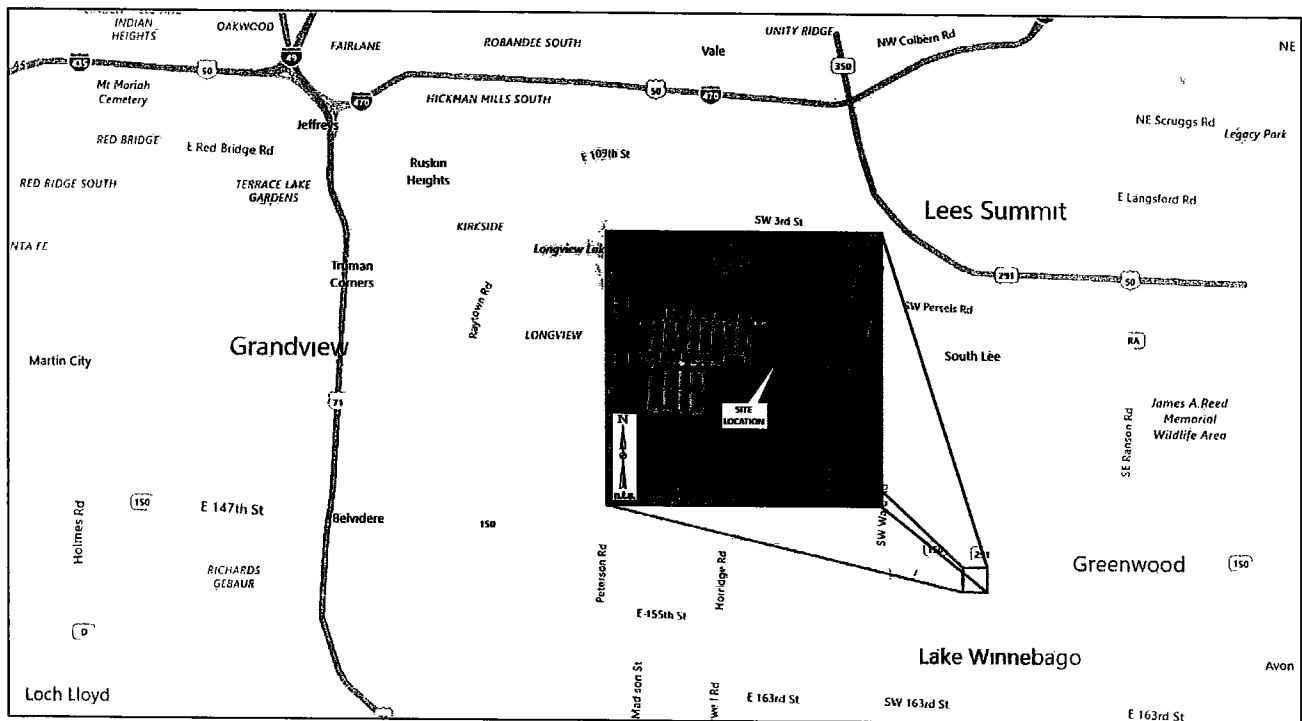


Figure 1: Project Location Map



It should be noted that this Trip Generation Assessment does not represent a traffic impact study, but rather an estimate of the anticipated traffic levels associated with the proposed expansion of the existing Storage Mart. No specific evaluations of operational levels of service are included in this assessment.

The existing Storage Mart facility has 731 garage door type outdoor units with a total of 137,070 square feet. The existing facility has gated access accessible by customers with keypad access. Based on the site plan provided by Crockett Engineering Consultants, the proposed expansion would consist of approximately 35,130 square feet with 42 exterior units and 152 interior storage units of various sizes. The storage building with the interior units will be climate controlled and customers will have the ability to drive inside the building to load and unload their items. Access to the site is proposed to remain via the existing main entrance on State Route 291 Outer Road (SW Raintree Drive). The existing curb cut just south of the main entrance is proposed to be removed. A schematic of the site plan for the proposed Storage Mart expansion is shown in **Figure 2**.



Figure 2: Excerpt from Proposed Site Plan (Provided by Others)



Forecasts were prepared to estimate the amount of traffic that the proposed self-storage facility would generate during the weekday AM and PM commuter peak periods. These forecasts were based upon information provided in the 10th Edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers (ITE). This manual, which is a standard resource for transportation engineers, is based on a compilation of nationwide studies documenting the characteristics of various land uses. Estimates for the proposed development were based upon Land Use: 151 – mini-warehouse. The data provided for Peak Hour of the Adjacent Street was used for the traditional weekday AM and PM peak hour forecasts. The trip generation estimates for the proposed expansion of the self-storage facility based on the approximate square footage and the number of units are summarized in **Table 1**.

Table 1: Trip Generation Estimate

Land Use	Size	Daily Trips	Weekday AM Peak Hour			Weekday PM Peak Hour		
			In	Out	Total	In	Out	Total
Self-Storage	35,130 ft ²	53	2	2	4	3	3	6
Self-Storage	194 Units	35	2	1	3	2	2	4

As shown in the table, the estimates derived from the ITE Trip Generation Manual based on the square footage resulted in slightly more trips than the trip generation based on the number of units. However, whether generating 3 to 4 trips during the AM peak hour or 4 to 6 trips during the PM peak hour, the estimated trip generation for the proposed self-storage is inconsequential.

It is worth mentioning that most agencies, including MoDOT, typically do not require a Traffic Study unless a proposed development generates at least 100 trips during the peak hour. As such, given the very little traffic generated by the proposed self-storage a traffic impact study is not necessary. It is our belief that the additional traffic would not have a noticeable impact upon current traffic conditions on the adjacent roadways.

We trust that this trip generation assessment is useful in evaluating the proposed Storage Mart expansion in Lee’s Summit, Missouri. Should there be any questions regarding this information, please contact me at 314-449-9572 or swhite@cbbtraffic.com.

Sincerely,

Shawn Deral White, P.E., PTOE
Associate - Senior Traffic Engineer

NO.	DATE

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS

OWNER

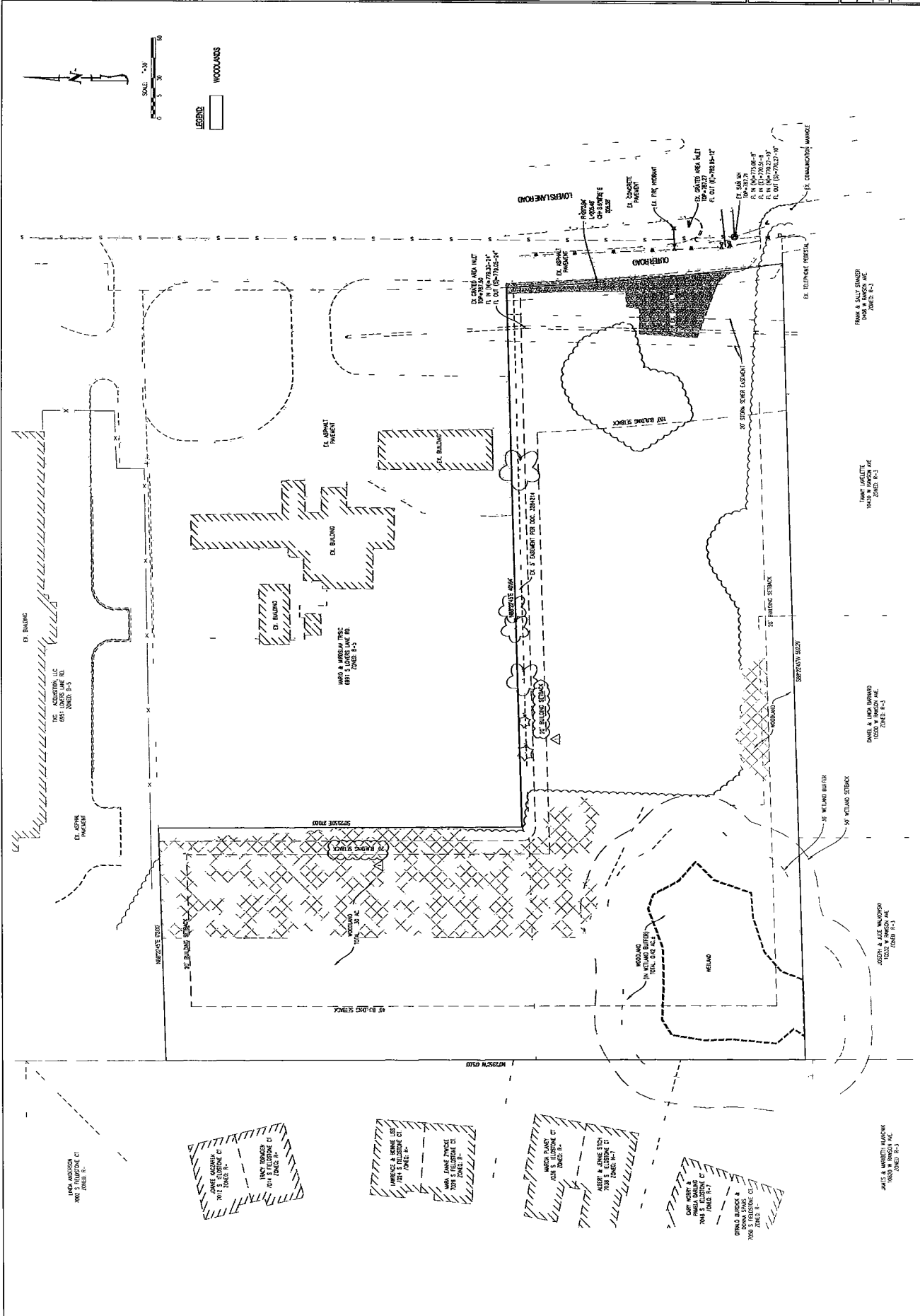
SOUTH LOVERS LANE RD.

FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

DRAWING INCLUDES:

EXISTING FEATURES PLAN

DESIGNED: TDC
DRAWN: DPM
PROJECT NO.: 80085
SHEET: 051



10/19/2025 11:57:15 AM W:\Projects\80085\80085.dwg

REVISIONS:	NO.	DATE

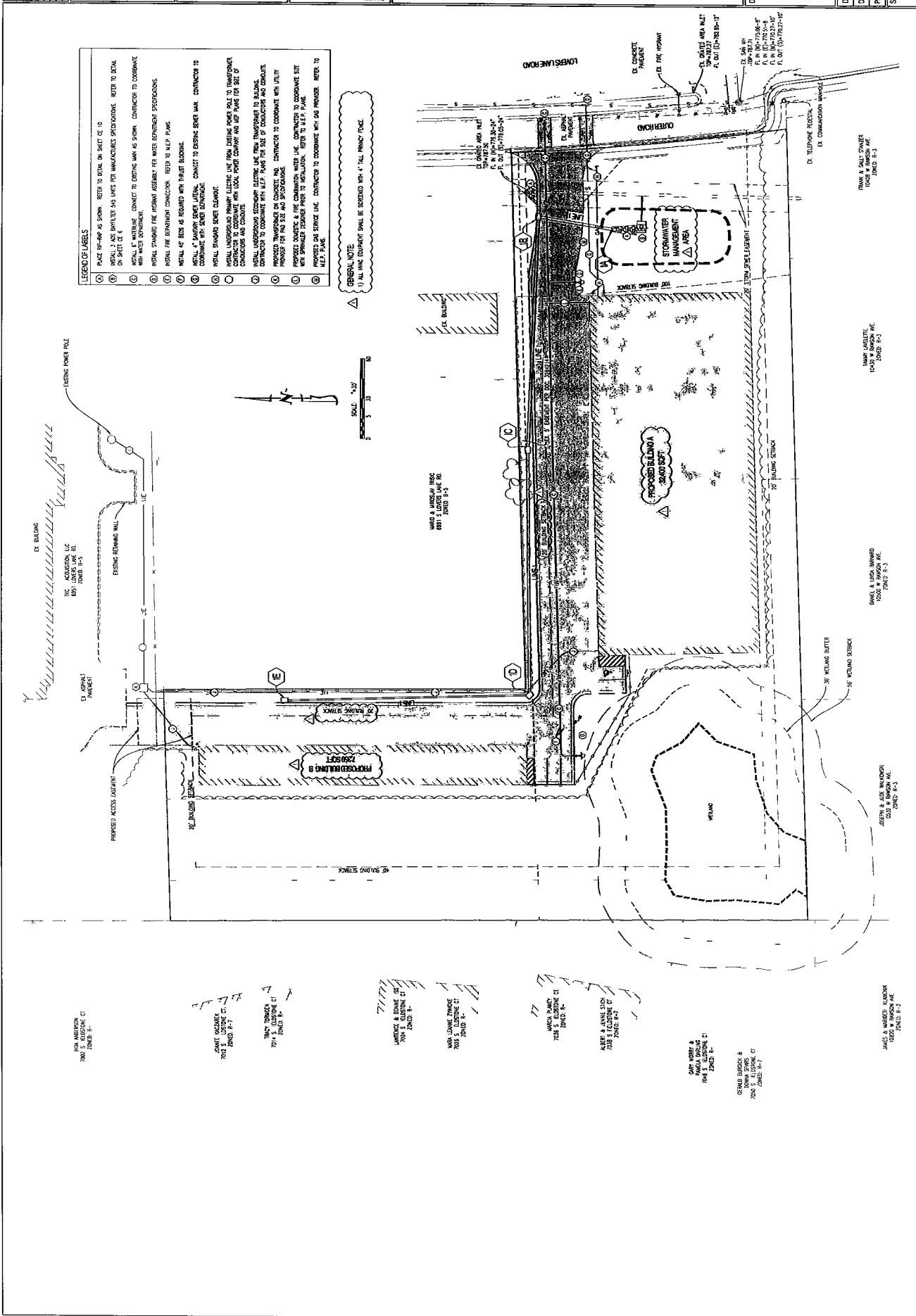
THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF PRELIMINARY ENGINEERING AND CONSTRUCTION, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF PRELIMINARY ENGINEERING AND CONSTRUCTION, INC. IS STRICTLY PROHIBITED.

PRELIMINARY ENGINEERING AND CONSTRUCTION, INC.
 1000 W. WISCONSIN AVENUE, SUITE 200
 MILWAUKEE, WISCONSIN 53233
 TEL: 414.224.1100
 FAX: 414.224.1101
 WWW.PRE-ENG.COM

OWNER:
 FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
 200 W. WISCONSIN AVENUE, SUITE 200
 MILWAUKEE, WISCONSIN 53233
 TEL: 414.224.1100
 FAX: 414.224.1101
 WWW.PRE-ENG.COM

SOUTH LOVERS LANE RD.

FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



SOUTH LOVERS LANE RD. FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

DRAWING INCLUDES:

STORM SEWER
PROFILE & DETAILS

DESIGNED: TDC
DRAWN: DEM
PROJECT NO.: 80888
SHEET: CE 6

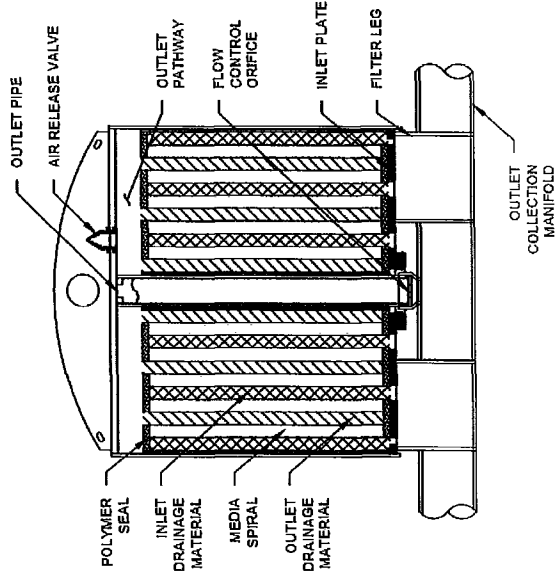
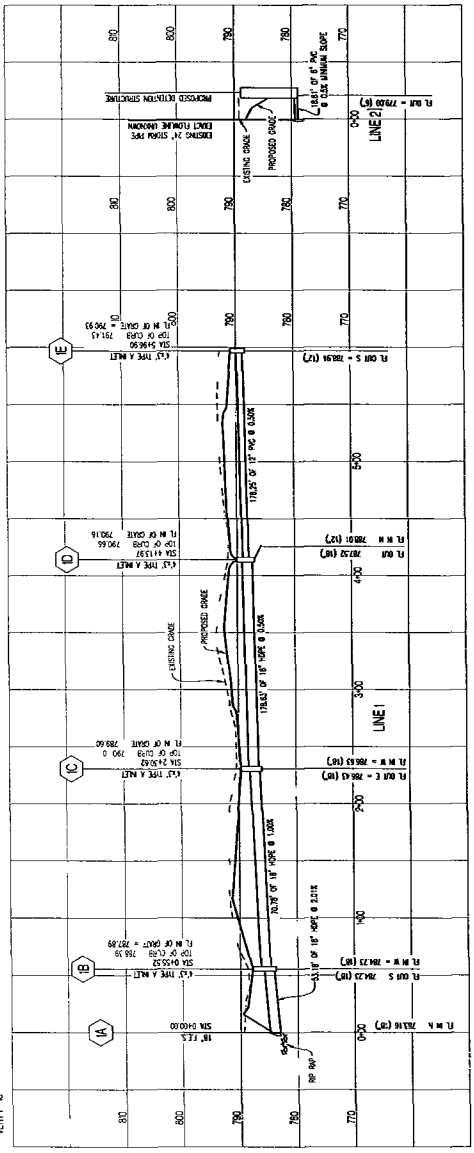
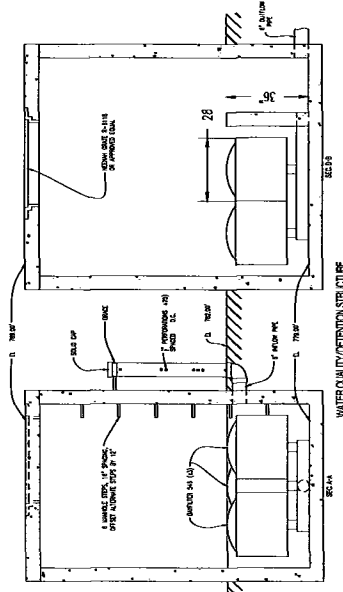
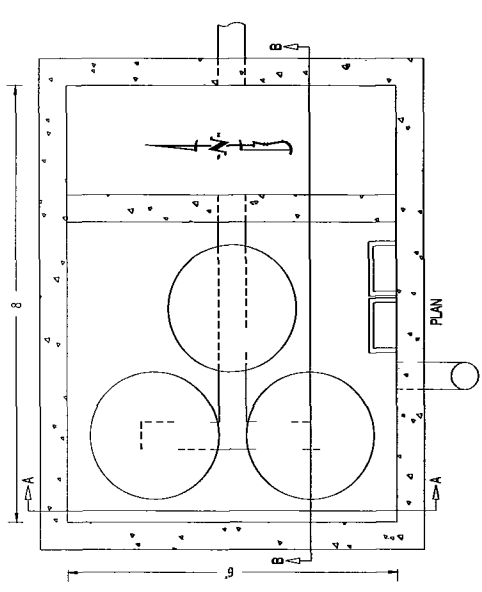
OWNER: THE MUNICIPALITY OF MILWAUKEE
200 N. MILWAUKEE ST. 5TH FLOOR
MILWAUKEE, WI 53233

PREPARED BY: GPOCK INC.
1000 W. WISCONSIN ST. SUITE 100
MILWAUKEE, WI 53233
TEL: 414.224.8888
FAX: 414.224.8889
WWW.GPOCK.COM

PROJECT NO.: 80888
SHEET: CE 6

DATE: 11/22/2023
NO. 200828

REVISIONS:



FILTER CARTRIDGE SECTION

- NOTES:
- REFER TO AAS BAYFILTER® STANDARDS AND SPECIFICATIONS FOR CAR RIDGE, 545 AND VAULT BF-8-B-3
 - CONTRACTOR WILL SEND VAULT SHOP DRAWINGS TO ENGINEER FOR APPROVAL

SCALE:
HORIZ. 5'
VERT. 1'

NO.	DATE
2020A	11/20/2020

PRELIMINARY
FOR CONSTRUCTION

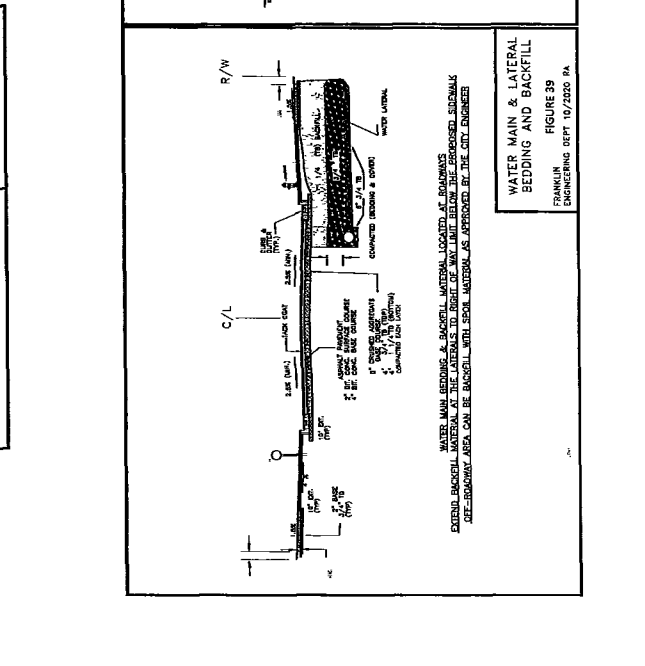
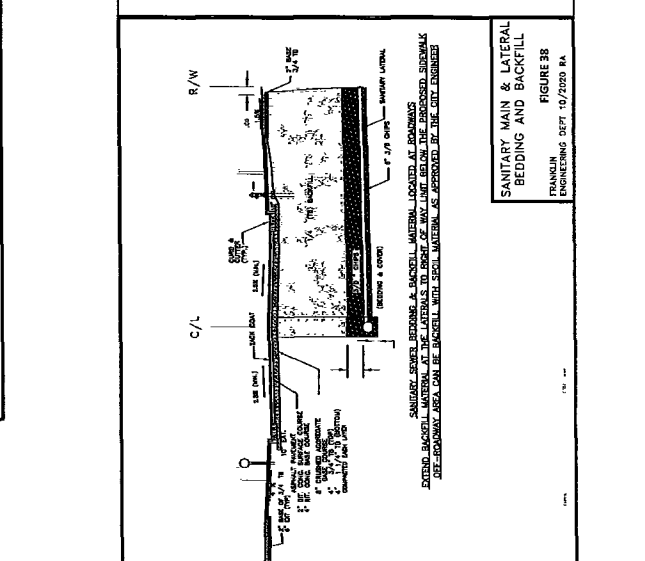
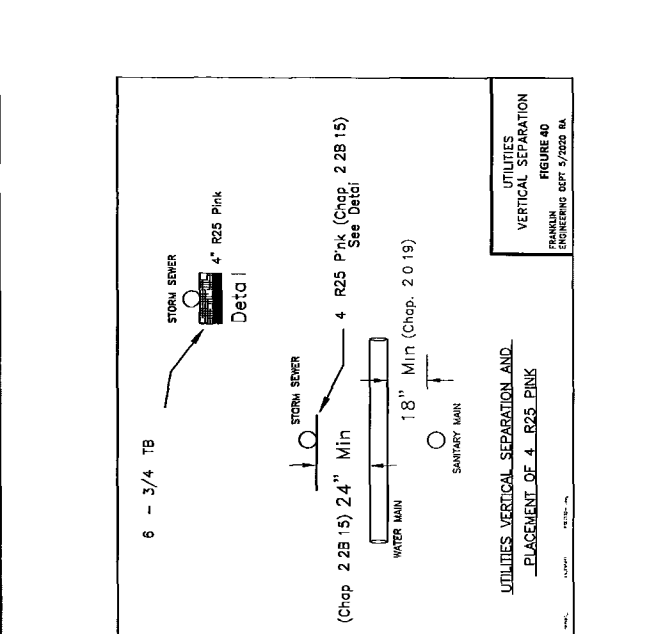
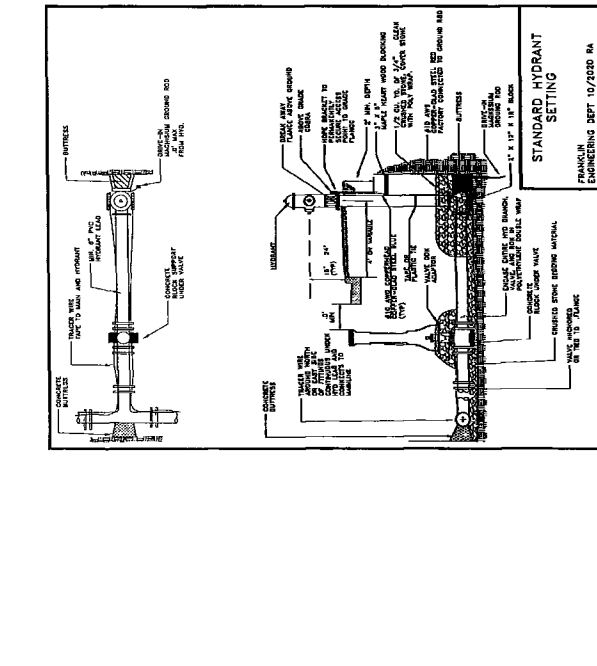
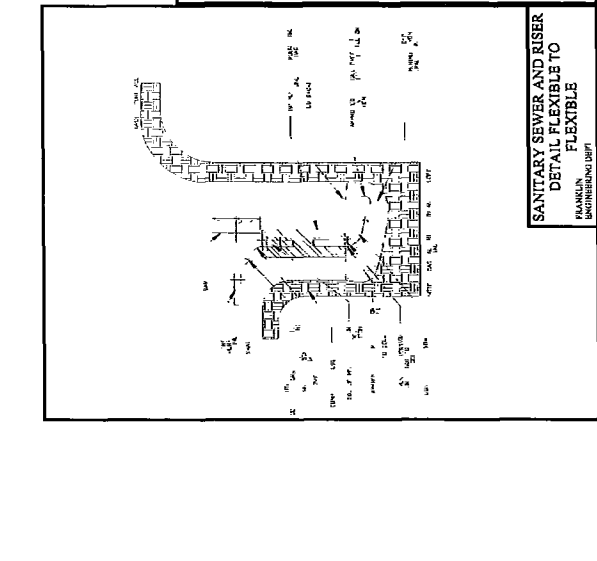
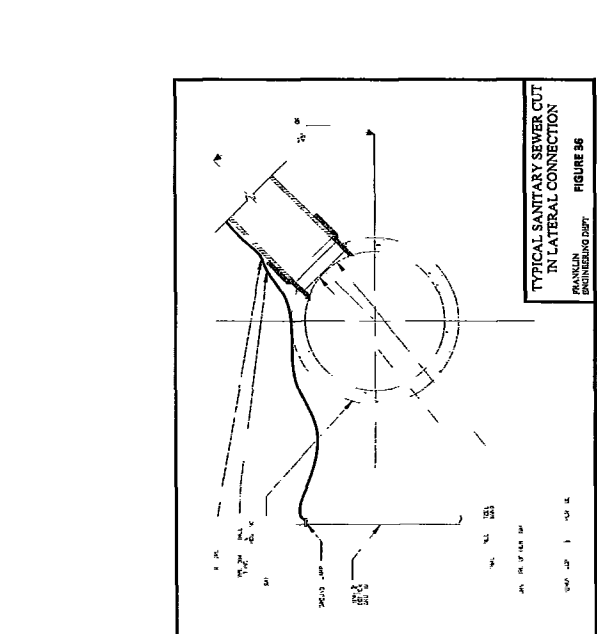
FRANKLIN ENGINEERING DEPT.
SANITARY SEWER & WATER MAINS
DESIGN & CONSTRUCTION

FRANKLIN ENGINEERING DEPT.
SANITARY SEWER & WATER MAINS
DESIGN & CONSTRUCTION

SOUTH LOVERS LANE RD. FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

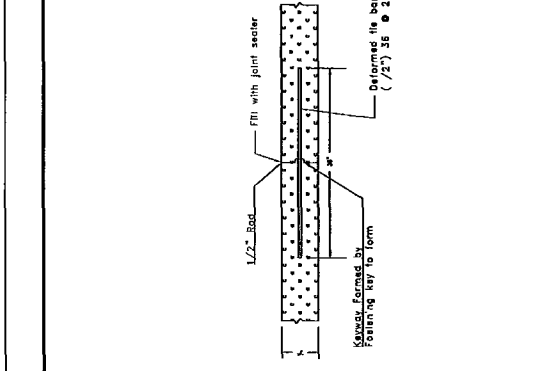
DESIGNER: TDC
DRAWN: DMH
PROJECT NO.: 80036
SHEET: CE 8

REVISIONS

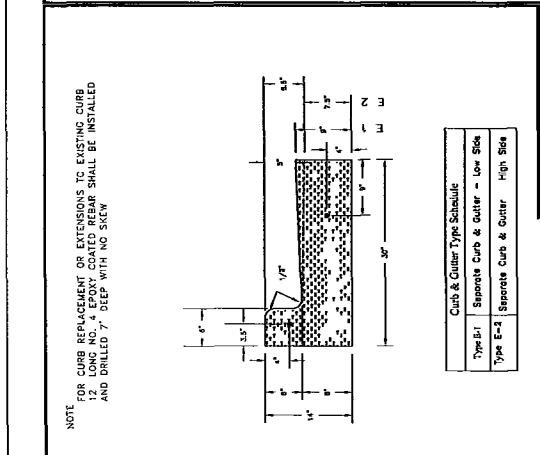


SOUTH LOVERS LANE RD.
 FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

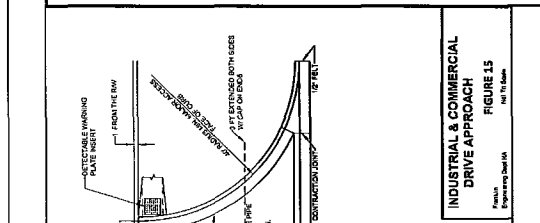
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 PROJECT: SOUTH LOVERS LANE RD. COLLEEN, WISCONSIN
 DRAWING NO. 10006
 SHEET: CE 9



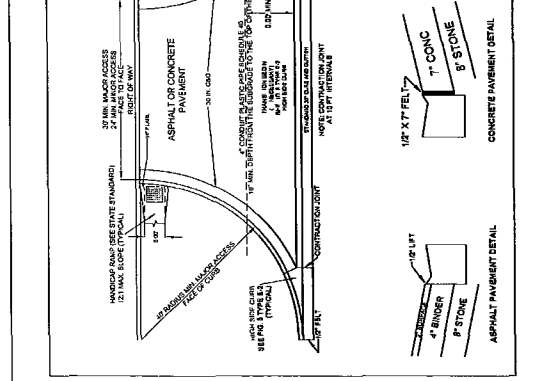
TYPICAL SECTION TIED TRANSVERSE CONSTRUCTION JOINT FOR CONCRETE PAVEMENT
 FRANKLIN ENGINEERING DEPT. 10/2012 IA



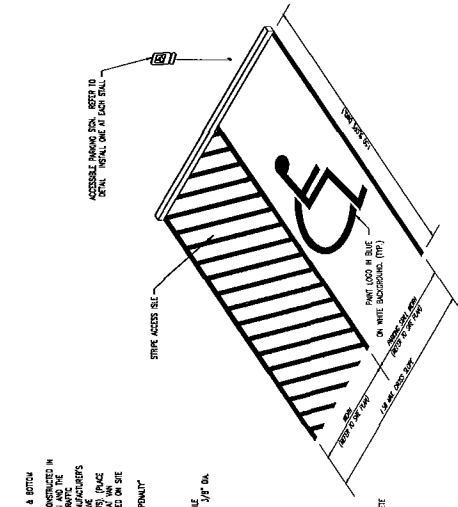
TYPICAL SECTION 6 V.F.C.C. & G.
 FRANKLIN ENGINEERING DEPT. 10/2012 IA



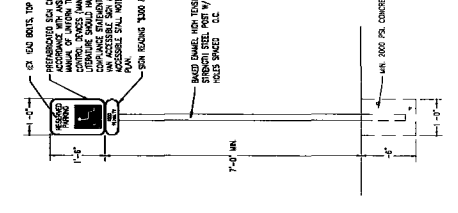
INDUSTRIAL & COMMERCIAL DRIVE APPROACH FIGURE 15
 FRANKLIN ENGINEERING DEPT. 10/2012 IA



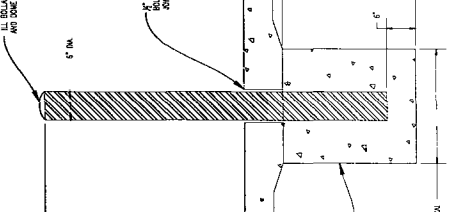
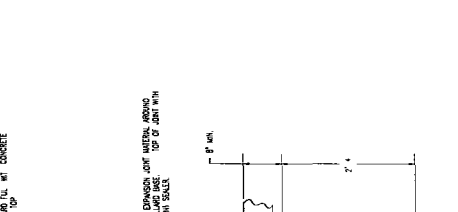
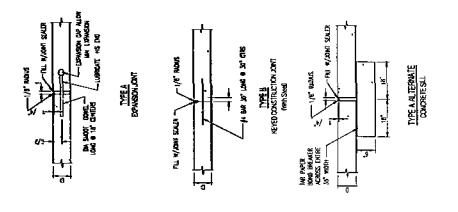
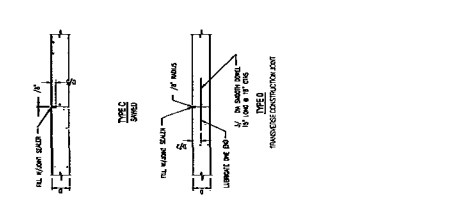
TYPICAL ASPHALT PAVEMENT CROSS SECTION
 FRANKLIN ENGINEERING DEPT. 10/2012 IA



ACCESSIBLE PARKING STALL AREA DETAIL
 FRANKLIN ENGINEERING DEPT. 10/2012 IA



ACCESSIBLE PARKING SIGN
 FRANKLIN ENGINEERING DEPT. 10/2012 IA



BOLLARD INSTALLATION DETAIL
 FRANKLIN ENGINEERING DEPT. 10/2012 IA

REVISIONS	DATE	BY
NO.	11/20/2020	
1		
2		
3		
4		
5		

PRELIMINARY
FOR PROPOSITION

FRANKLIN ENGINEERING DEPT.
1000 W. MILWAUKEE AVENUE
MILWAUKEE, WI 53233
TEL: 414.224.1100
WWW.FRANKLIN-ENG.COM

OWNER
FRANKLIN ENGINEERING DEPT.
1000 W. MILWAUKEE AVENUE
MILWAUKEE, WI 53233
TEL: 414.224.1100
WWW.FRANKLIN-ENG.COM

SOUTH LOVERS LANE RD.

FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

DESIGNED: TDC
DRAWN: DDM
PROJECT NO.: 89266
SHEET: CE 10

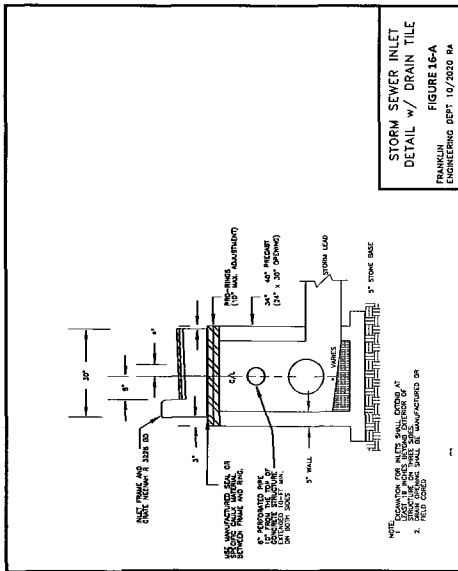
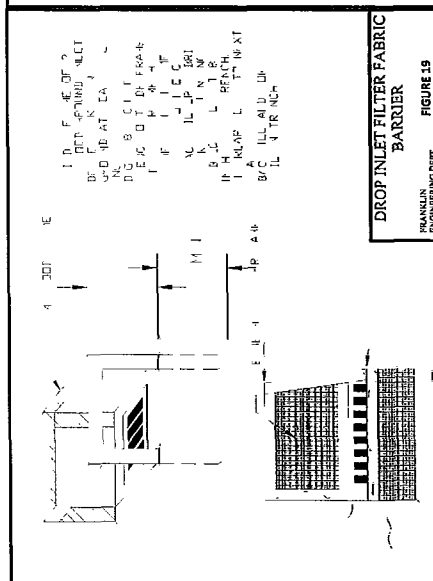
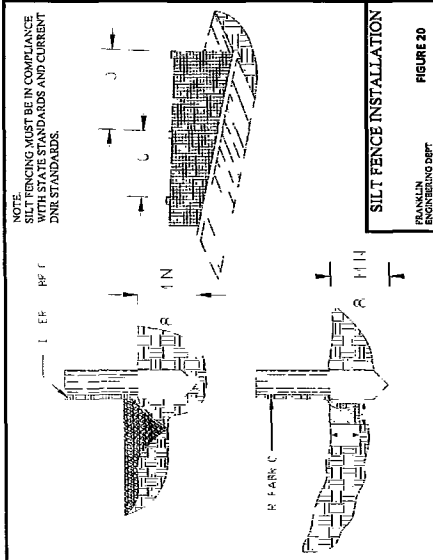
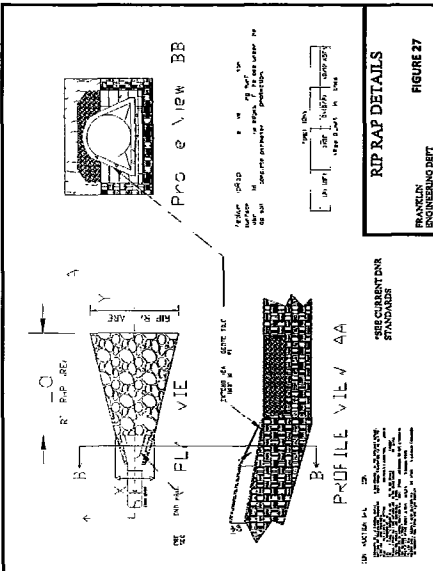
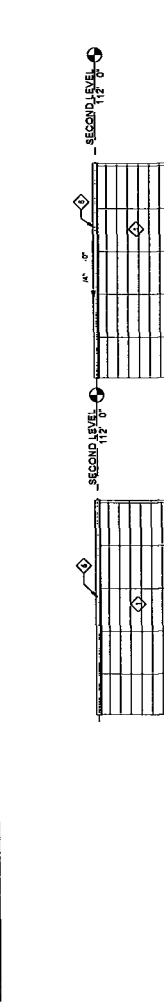
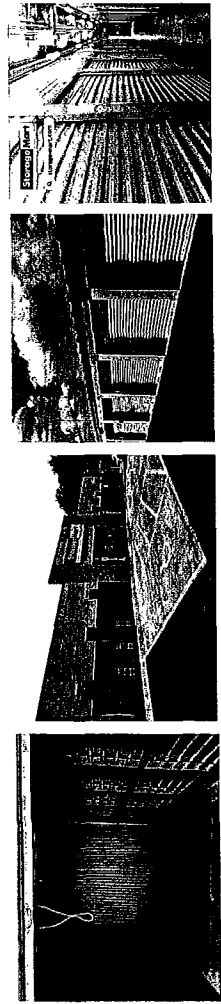


FIGURE 16-A

STORM SEWER INLET
DETAIL w/ DRAIN TILE
FRANKLIN ENGINEERING DEPT. 10/2020 BA

ELEVATION #	MATERIAL MANUFACTURER	COLOR (L&V)
1	INSULATED METAL PANEL	MATCH EXISTING FACILITY
2	NATURAL CUT STONE	MATCH EXISTING FACILITY
3	RUNNING BOND CUT IT'S BRICK	MATCH EXISTING FACILITY
4	ANODIZED ALUMINUM	DARK BRONZE
5	INSULATED METAL SECTIONAL DOOR	MATCH EXISTING FACILITY
6	METAL COPING	MATCH EXISTING FACILITY
7	EXTERIOR LIGHTING	

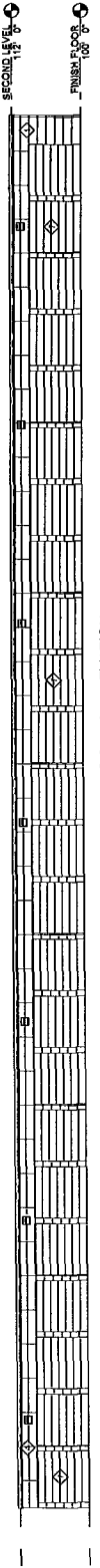


8 BLDG. B NORTH ELEVATION
1/8" = 1'-0"

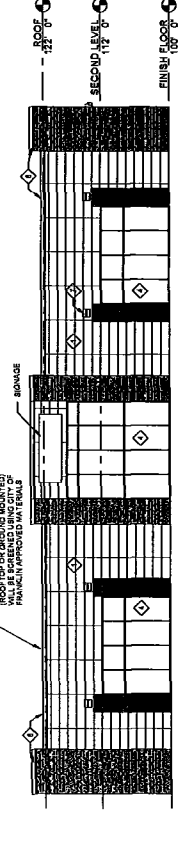
7 BLDG. B SOUTH ELEVATION
1/8" = 1'-0"



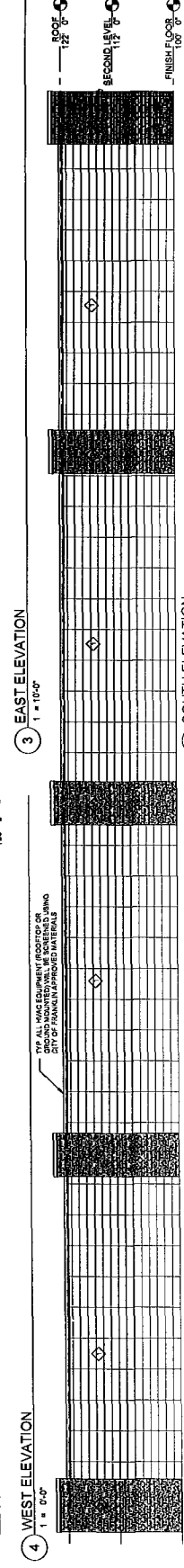
6 BLDG. B WEST ELEVATION
1/8" = 1'-0"



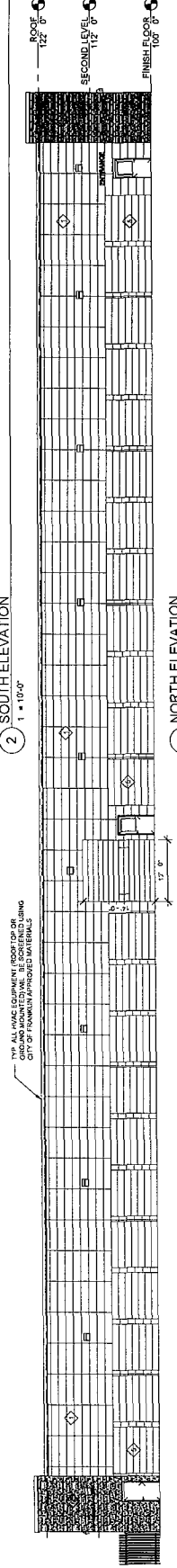
5 BLDG. B EAST ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"



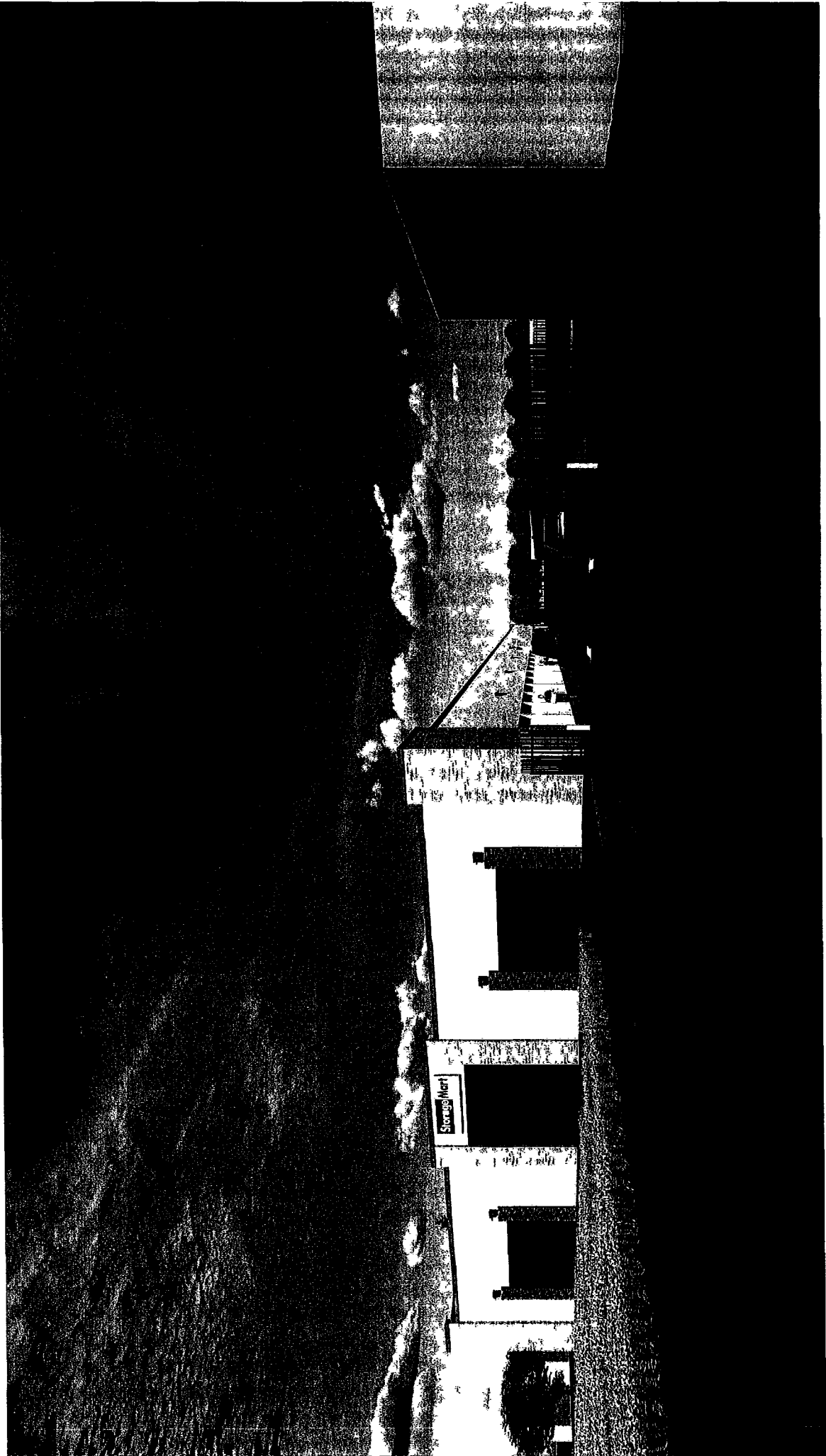
4 WEST ELEVATION
1/8" = 1'-0"

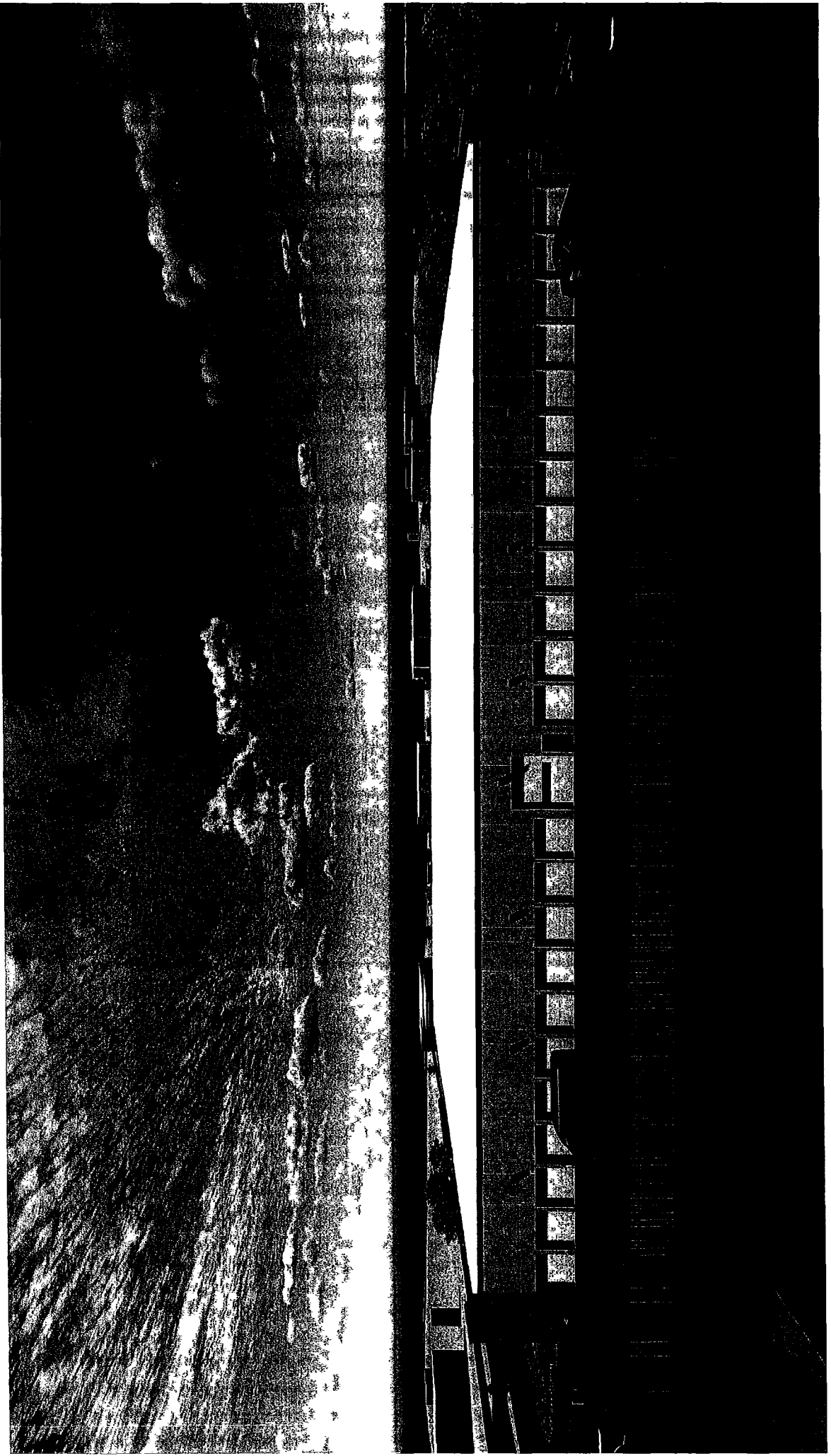


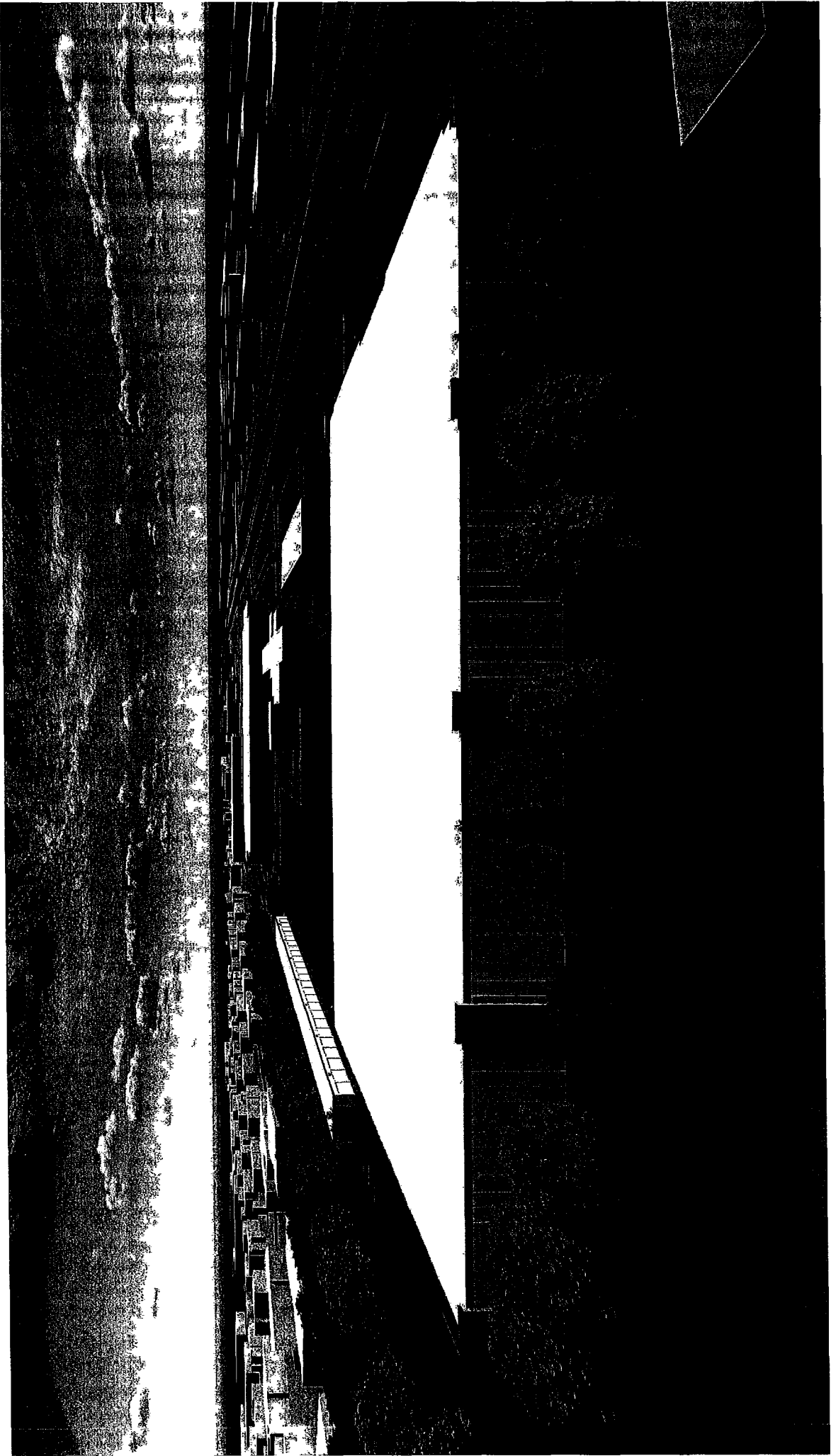
2 SOUTH ELEVATION
1/8" = 1'-0"



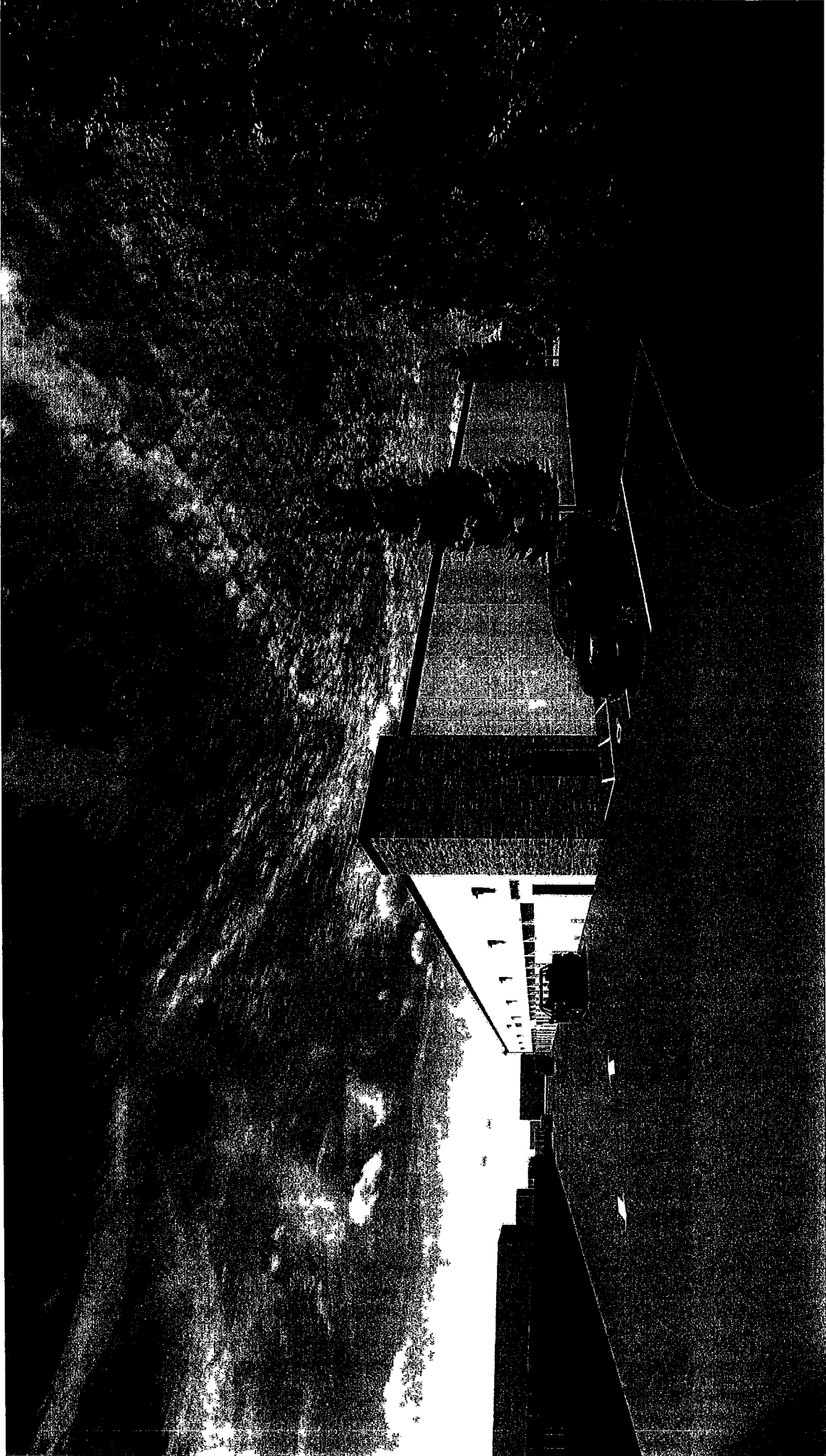
1 NORTH ELEVATION
1/8" = 1'-0"

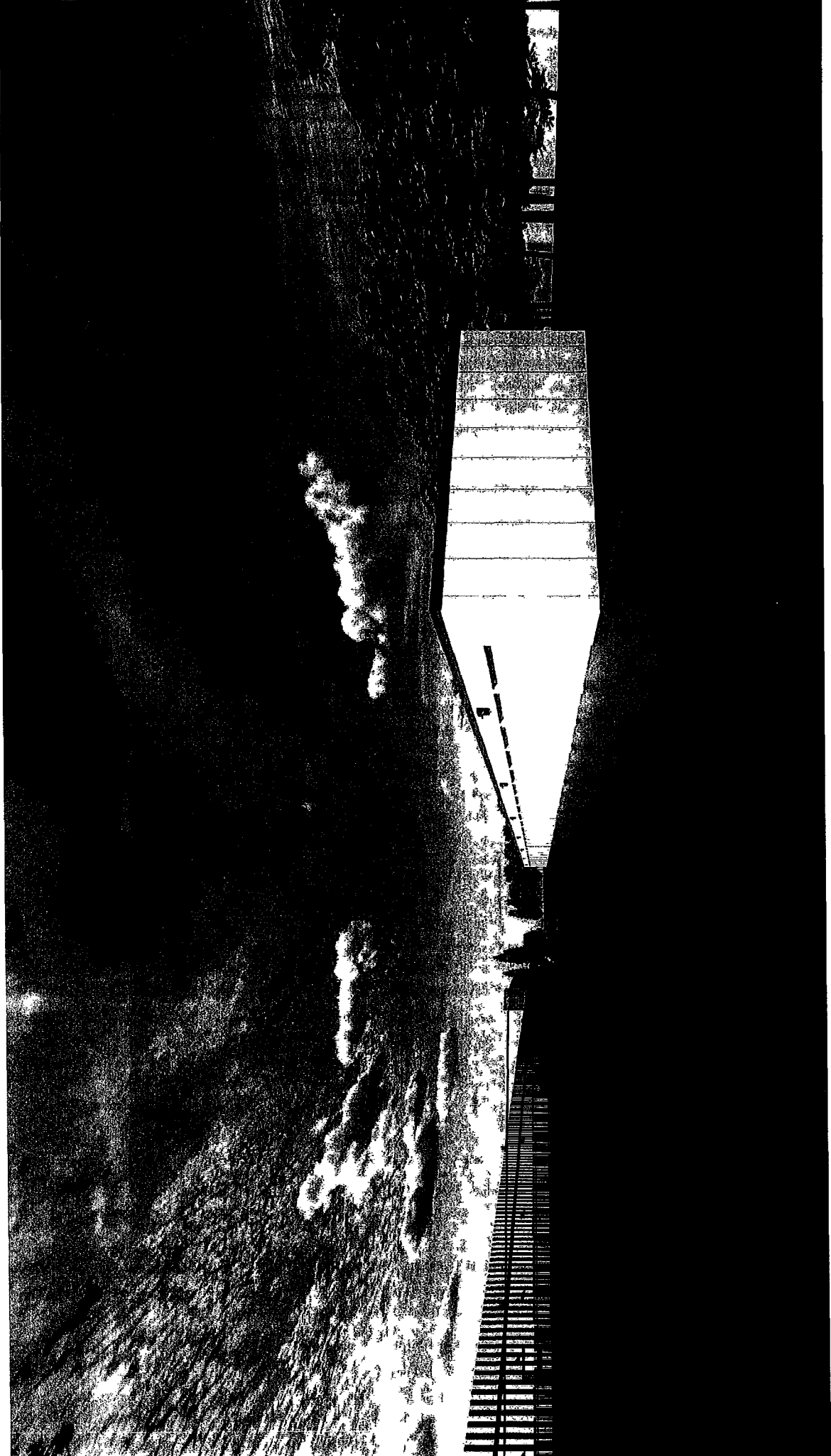


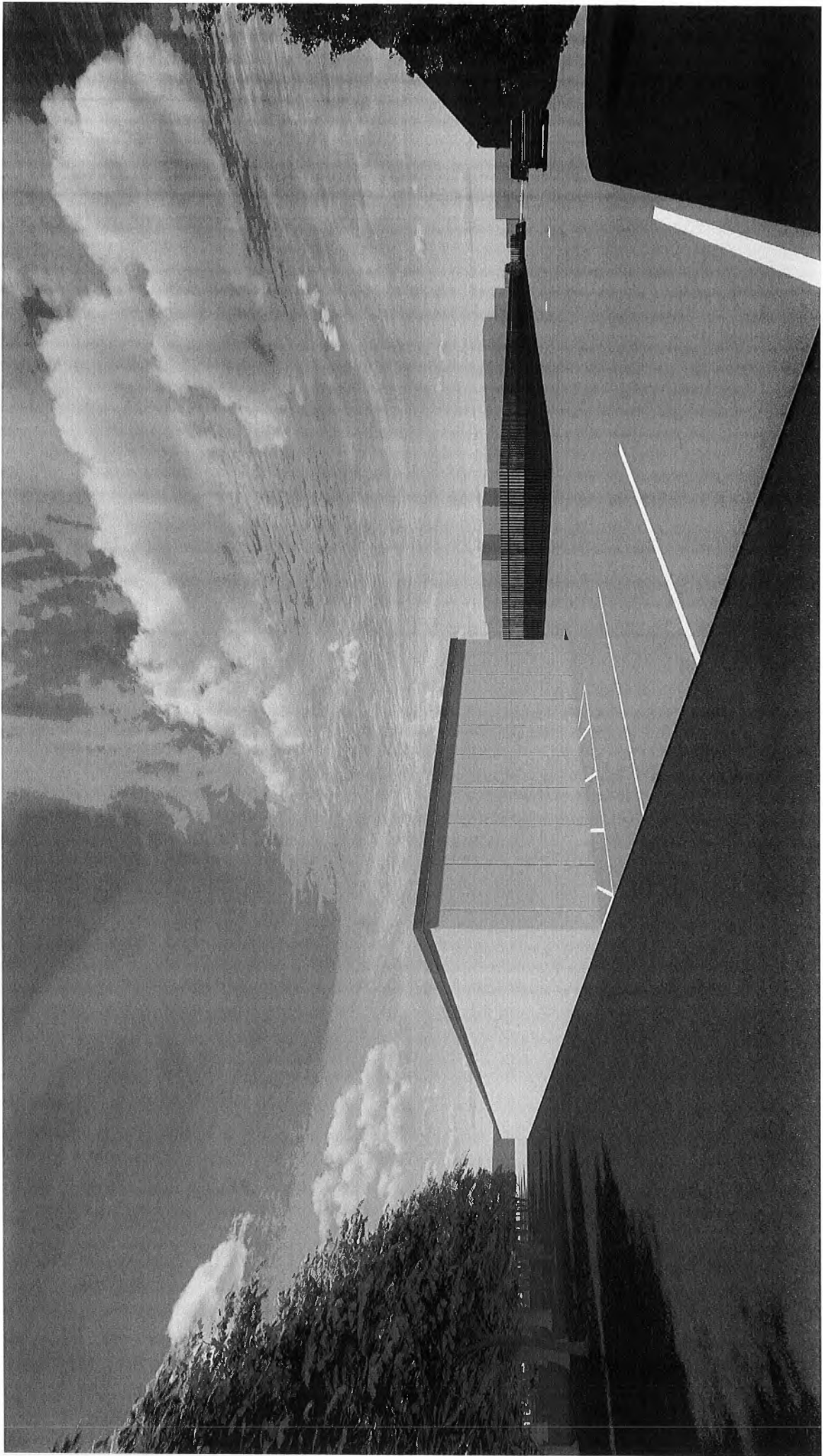


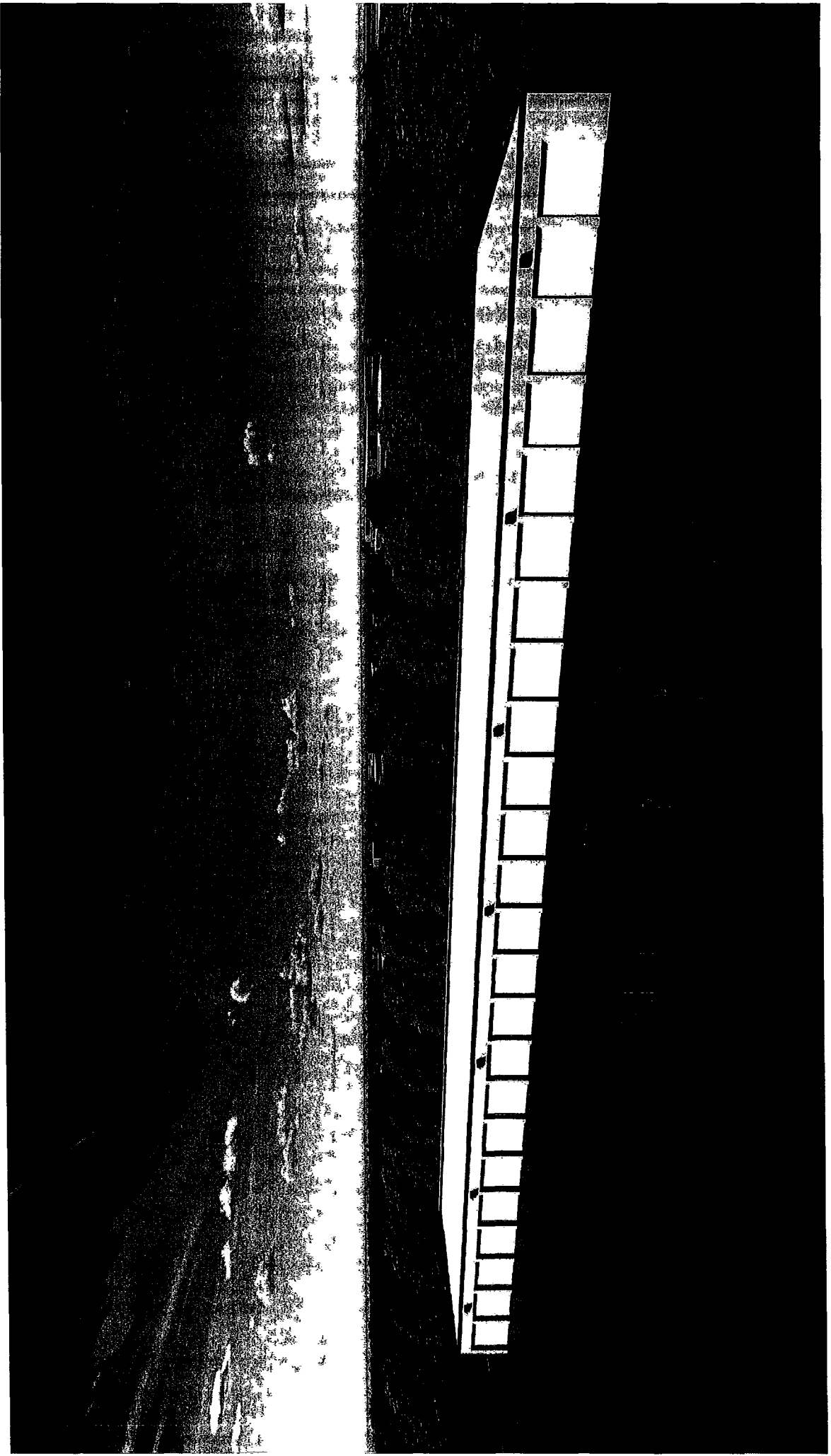


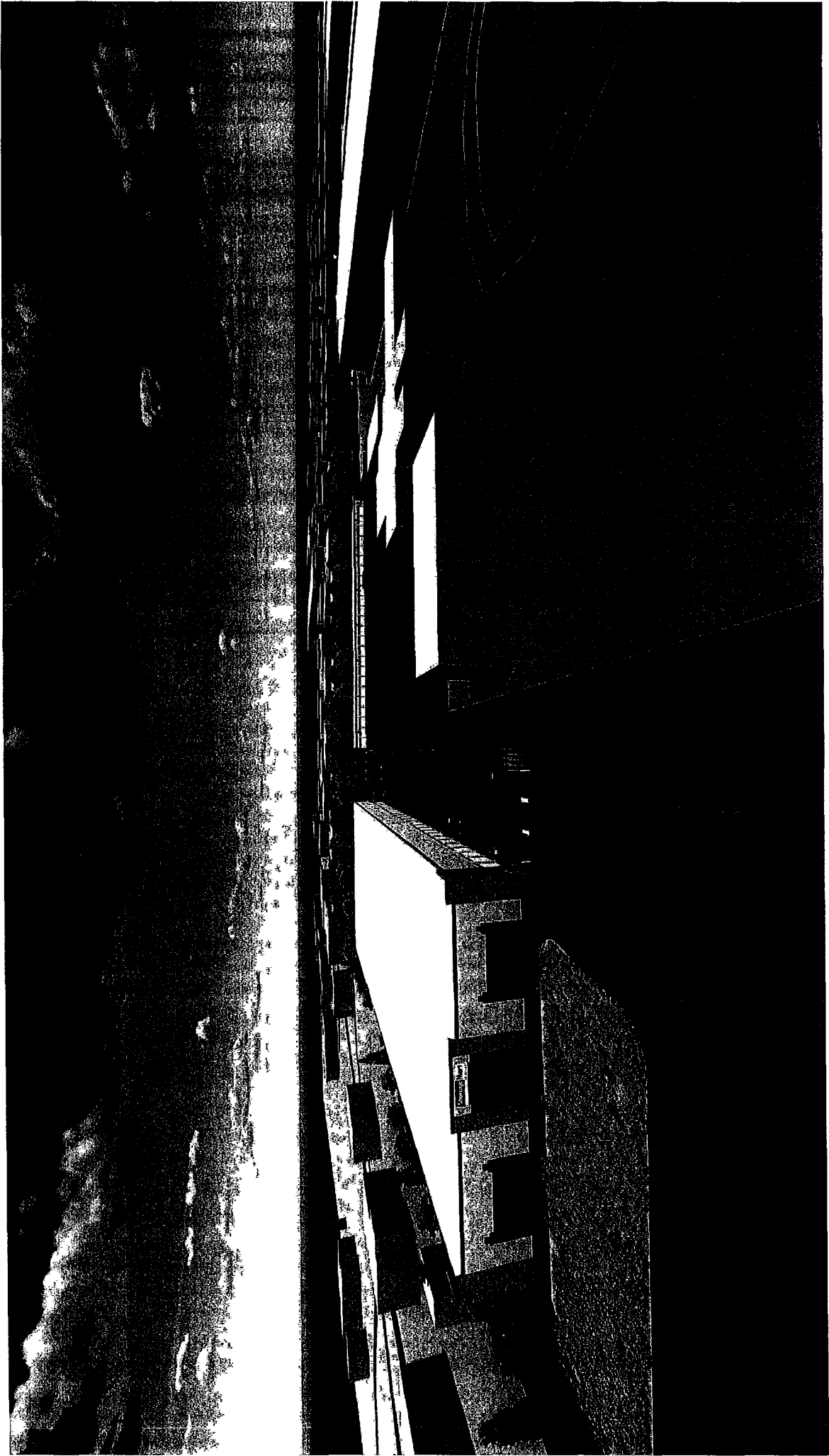












Chapter UDO. Unified Development Ordinance

Part 3. Zoning Districts: District Establishment, Dimensional, and Use Regulations

Division 15-3.0500. Site Intensity and Capacity Calculations

§ 15-3.0502. Calculation of Base Site Area.

The base site area shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in § 15-3.0501 of this Ordinance.

Table 15-3.0502			
Worksheet for the Calculation of Base Site Area for Both Residential and Nonresidential Development			
STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.		3.81 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	-	0.05 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	-	acres
STEP 4:	In the case of "Site Intensity and Capacity Calculations" for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of "Site Intensity and Capacity Calculations" for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	-	acres
STEP 5:	Equals "Base Site Area"	=	3.76 acres

§ 15-3.0503. Calculation of the Area of Natural Resources to Be Protected.

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the base site area (as defined in § 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective natural resource protection standard (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the total resource protection land. The total resource protection land shall be calculated as indicated in Table 15-3.0503.

Table 15-3.0503						
Worksheet for the Calculation of Resource Protection Land						
Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature		
	Agricultural District	Residential District	Non-Residential District			
Steep Slopes:						
10-19%	0.00	0.60	0.40	X _____	_____	
				=		
20-30%	0.65	0.75	0.70	X _____	_____	
				=		
+ 30%	0.90	0.85	0.80	X _____	_____	
				=		
Woodlands & Forests:						
Mature	0.70	0.70	0.70	X _____	_____	
				=		
Young	0.50	0.50	0.50	X 1.30	0.65	
				=		
Lakes & Ponds	1	1	1	X _____		
				=		
Streams	1	1	1	X _____		
				=		
Shore Buffer	1	1	1	X _____		
				=		
Floodplains	1	1	1	X _____		
				=		
Wetland Buffers	1	1	1	X 0.41		
				=		

Table 15-3.0503					
Worksheet for the Calculation of Resource Protection Land					
Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District		
Wetlands & Shoreland Wetlands	1	1	1	X	0.23
				=	1.29
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					1.29

Note: In conducting the calculations in Table 15-3.0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1.0 which represents the higher of the two standards.

§ 15-3.0504. Calculation of Site Intensity and Capacity for Residential Uses.

In order to determine the maximum number of dwelling units which may be permitted on a parcel of land zoned in a residential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0504 shall be performed.

Table 15-3.0504		
Worksheet for the Calculation of Site Intensity and Capacity for Residential Development		
STEP 1:	CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE	
	Take Base Site Area (from Step 5 in Table 15-3.0502): _____	
	Multiple by Minimum Open Space Ratio (OSR) (see specific residential zoning district OSR standard): X _____	
	Equals MINIMUM REQUIRED ON-SITE OPEN SPACE = _____	
		acres
STEP 2:	CALCULATE NET BUILDABLE SITE AREA:	
	Take Base Site Area (from Step 5 in Table 15-3.0502): _____	
	Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required On-Site Open Space (from Step 1 above), whichever is greater:- _____	
		acres

Table 15-3.0504		
Worksheet for the Calculation of Site Intensity and Capacity for Residential Development		
	Equals NET BUILDABLE SITE AREA =	
STEP 3:	CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:	
	Take Net Buildable Site Area (from Step 2 above): _____	
	Multiply by Maximum Net Density (ND) (see specific residential zoning district ND standard): X _____	
	Equals MAXIMUM NET DENSITY YIELD OF SITE =	D.U.s
STEP 4:	CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:	
	Take Base Site Area (from Step 5 of Table 15-3.0502): _____	
	Multiply by Maximum Gross Density (GD) (see specific residential zoning district GD standard): X _____	
	Equals MAXIMUM GROSS DENSITY YIELD OF SITE =	D.U.s
STEP 5:	DETERMINE MAXIMUM PERMITTED D.U.s OF SITE:	
	Take the lowest of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above):	D.U.s

§ 15-3.0505. Calculation of Site Intensity and Capacity for Nonresidential Uses.

In order to determine the maximum floor area which may be permitted on a parcel of land zoned in a nonresidential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0505 shall be performed.

A. Maximum Permitted Floor Area for a Retail Building:

1. Notwithstanding the provisions of Table 15-3.0505, no individual retail building in any of the following districts shall exceed a total of 125,000 gross square feet of floor area, including all roofed area.
 - a. B-1 Neighborhood Business District.
 - b. B-2 General Business District.
 - c. B-3 Community Business District.
 - d. B-5 Highway Business District.
2. Notwithstanding, any other provision of this Ordinance, no special use permit, special exception or variance may be approved or granted that would allow a retail building to exceed the size limits of this subparagraph (1) and no nonconforming

use or structure may be expanded in any manner that would increase its nonconformance with the limits of subparagraph (1).

Table 15-3.0505		
Worksheet for the Calculation of Site Intensity and Capacity for Nonresidential Development		
STEP 1:	CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE: Take Base Site Area (from Step 5 in Table 15-3.0502): <u>3.76</u> Multiple by Minimum Landscape Surface Ratio (LSR) (see specific zoning district LSR standard): X <u>0.4</u> Equals MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE =	1.50 acres
STEP 2:	CALCULATE NET BUILDABLE SITE AREA: Take Base Site Area (from Step 5 in Table 15-3.0502): <u>3.76</u> Subtract Total Resource Protection Land from Table 15-3.0503) or Minimum Required Landscape Surface (from Step 1 above), whichever is greater: - <u>1.29</u> Equals NET BUILDABLE SITE AREA =	2.47 acres
STEP 3:	CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE: Take Net Buildable Site Area (from Step 2 above): <u>2.47</u> Multiple by Maximum Net Floor Area Ratio (NFAR) (see specific nonresidential zoning district NFAR standard): X <u>0.44</u> Equals MAXIMUM NET FLOOR AREA YIELD OF SITE =	1.09 acres
STEP 4:	CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE: Take Base Site Area (from Step 5 of Table 15-3.0502): <u>3.76</u> Multiple by Maximum Gross Floor Area Ratio (GFAR) (see specific nonresidential zoning district GFAR standard): X <u>0.26</u> Equals MAXIMUM GROSS FLOOR AREA YIELD OF SITE =	0.98 acres
STEP 5:	DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE: Take the lowest of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above): (Multiple results by 43,560 for maximum floor area in square feet):	0.98 acres (<u>42,688</u> square feet)

CONSERVATION EASEMENT

South Lovers Land Road – TKG III Acquisition, LLC

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and TKG III Acquisition, LLC, a Delaware limited liability company, hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, natural woodlands and wetlands, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a “holder”, as contemplated by § 700.40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement, and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over and across the protected property

Grantee’s rights hereunder shall consist solely of the following

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under DIVISION 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee’s right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over or across the protected property, the Grantor, without the prior consent of the Grantee, shall not

1. Construct or place buildings or any structure,
2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the resource value of the

protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like,

- 3 Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees,
- 4 Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris,
- 5 Plant any vegetation not native to the protected property or not typical wetland vegetation,
- 6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles

To have and to hold this conservation easement unto the Grantee forever. Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant Grantor shall be responsible for the payment of all general property taxes levied, assessed or accruing against the protected property pursuant to law

The covenants, terms, conditions and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity. This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U S Mail registered mail, return receipt requested, as follows:

To Grantor
TKG III Acquisition, LLC
Attn Weyen Burnam
215 N Stadium Blvd , Suite 207
Columbia, MO 65203

To Grantee:
City of Franklin
Office of the City Clerk
9229 West Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the Grantor has set its hand on this date of _____, 20__

TKG III Acquisition, LLC

By: _____
[Name and if applicable Title]

STATE OF MISSOURI)
) ss
BOONE COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____ [Name]_____, as _____ [Title]_____ of _____ [Grantor]_____, a _____ [entity type e.g Wisconsin Limited Liability Company]_____, to me known to be the person[s] who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said _____ [Grantor]_____

Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236 293 of the Wisconsin Statutes

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, 20__.

CITY OF FRANKLIN

By _____
John Nelson, Mayor

By _____
Karen Kastenson, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents

[Planner Name]
[Planner Title]
Department of City Development

Date

Approved as to form only.

Jesse A. Wesolowski
City Attorney

Date

Exhibit A

**DECLARATION OF CROSS-
ACCESS EASEMENT**

Document Number

Recording Area

Name and Return Address

Jake Remington
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

PIN 7479992004 and 7479992005

THIS DECLARATION OF CROSS-ACCESS AND PARKING EASEMENT (this "Declaration") is made this _____, 2023 ("Effective Date") by TKG III Acquisition, LLC (the "Declarant"), a Delaware limited liability company.

WHEREAS, Declarant is the fee simple owner of the following real property located in the City of Franklin, Milwaukee County, Wisconsin. (i) the real property described on the attached and incorporated **Exhibit A** ("Parcel 1"); and (ii) the real property described on the attached and incorporated **Exhibit B** ("Parcel 3") (Parcel 1 and Parcel 3 are each sometimes referred to hereinafter as a "Parcel," or are collectively sometimes referred to hereinafter as the "Parcels"); and

WHEREAS, Declarant wishes to declare a cross-access easement benefitting and burdening the Parcels.

NOW, THEREFORE, the Declarant covenants and declares as follows:

1. Easements.

1.1 Benefitting Parcel 1 and Burdening Parcel 3. Declarant hereby declares, for the benefit of the fee simple owner of Parcel 1 (the "Parcel 1 Owner") and its successors, agents, contractors, emergency responders, invitees, customers, occupants, and tenants (collectively, the "Parcel 1 Benefitted Parties"), an easement upon and over those areas of Parcel 3 more particularly described on the attached and incorporated described in **Exhibit C** for a perpetual, appurtenant,

rent-free, non-exclusive purpose of pedestrian and vehicular use for ingress and egress to and from Parcel 3.

1.2 Benefiting Parcel 3 and Burdening Parcel 1. Declarant hereby declares, for the benefit of the fee simple owner of Parcel 3 (the "Parcel 3 Owner") and its successors, agents, contractors, emergency responders, invitees, customers, occupants, and tenants (collectively, the "Parcel 3 Benefitted Parties"), an easement upon and over those areas of Parcel 1, more particularly described on the attached and incorporated Exhibit C for a perpetual, appurtenant, rent-free, non-exclusive purpose of pedestrian and vehicular use for ingress and egress to and from Parcel 1.

2. No Merger. As of the Effective Date, both Parcels are owned by Declarant. The Declarant does not intend for the easements declared hereunder to merge by virtue of its common ownership of the Parcels. The easements declared hereunder shall burden and benefit each Parcel individually without merger as a result of Declarant's common ownership.

3. Covenant Running with the Land. All of the terms and conditions in this Declaration shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the fee simple owner of a Parcel, and their respective successors-in-interest and assigns. The benefits and burdens declared under this Declaration are appurtenant to each Parcel and may not be separated from and transferred or assigned apart from fee ownership in such Parcel.

4. Maintenance. The owner of each Parcel (each, a "Parcel Owner") shall, at its sole cost and expense, repair and maintain the portion of its Parcel subject to the easements declared hereunder. Notwithstanding the above, (i) Parcel 1 Owner shall be responsible for the cost of repairing or replacing any damage to any portion of Parcel 3 to the extent such damage arises out of the negligence or willful misconduct of any of the Parcel 3 Benefitted Parties, reasonable wear and tear excepted, and (ii) the Parcel 3 Owner shall be responsible for the cost of repairing or replacing any damage to any portion of Parcel 1 to the extent such damage arises out of the negligence or willful misconduct of any of the Parcel 3 Benefitted Parties, reasonable wear and tear excepted.

5. Indemnification. The Parcel 1 Owner and the Parcel 3 Owner shall each indemnify, defend and hold harmless each other from and against any and all liabilities, losses, costs and expenses (including reasonable attorneys' fees) for any injuries to any persons or damage to any property to the extent arising out of the negligence or willful misconduct of the Parcel 1 Benefitted Parties or Parcel 3 Benefitted Parties, respectively, with respect to such parties' use or enjoyment of the easements declared hereunder.

6. No Grant of Easement to the Public. Nothing contained in this Declaration shall, or shall be deemed to, constitute a gift or dedication of any portion of the Parcels to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration will be strictly limited to and for the purposes expressed herein as private easements.

7. Severability. If any term or provision of this Declaration shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be

affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

8. Governing Law. This Declaration shall be governed by and construed under the laws of the state of Wisconsin.

(Signature on next page)

EXHIBIT A

Legal Description of Parcel 1

Parcel 1 of Certified Survey Map No. 5403 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 18, 1990 in Reel 2439, Images 869 to 872, as Document No. 6371353, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 5, Town 5 North, Range 21 East, in the city of Franklin, County of Milwaukee, State of Wisconsin.

Taxkey: 7479992004

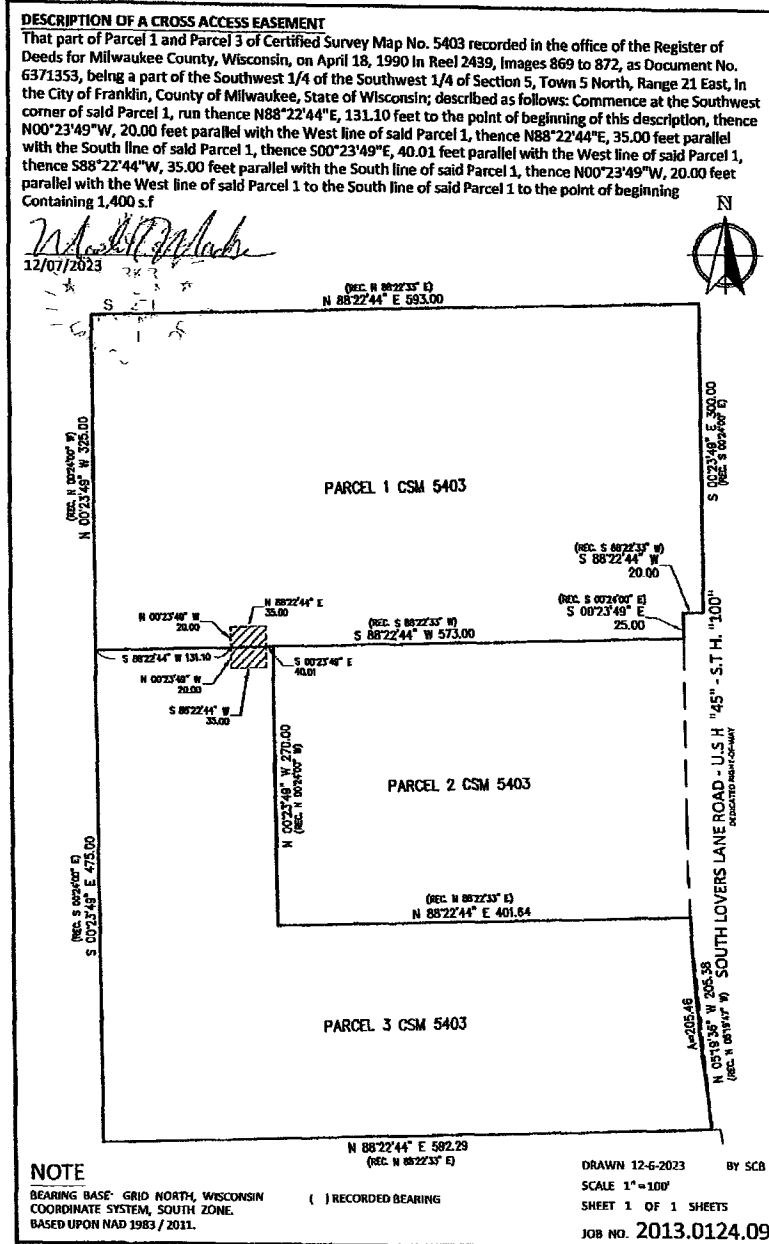
EXHIBIT B

Legal Description of Parcel 3

Parcel 3 of Certified Survey Map No. 5403 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 18, 1990 in Reel 2439, Images 869 to 872, as Document No. 6371353, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 5, Town 5 North, Range 21 East, in the city of Franklin, County of Milwaukee, State of Wisconsin.

Taxkey: 7479992005

EXHIBIT C



Nielsen Madsen Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd Suite 200 Racine WI 53406
Tele (262)634 5588 Website www.nmbc.net

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 04/16/2024</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">A resolution conditionally approving a Final Plat for the Cape Crossing Addition No. 1 subdivision (at 12200 West Ryan Road) (Cape Crossing, LLC, Applicant)</p>	<p align="center">ITEM NUMBER M.7. DISTRICT 6</p>
<p>At its April 4, 2024, meeting, the Plan Commission unanimously recommended approval of a Final Plat for the Cape Crossing Addition No. 1 subdivision located at 12200 West Ryan Road (Cape Crossing, LLC, Applicant).</p> <p align="center">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2024-_____, conditionally approving a Final Plat for the Cape Crossing Addition No. 1 subdivision (at 12200 West Ryan Road) (Cape Crossing, LLC, Applicant).</p>		

Department of City Development: NJF

RESOLUTION NO. 2024-_____

A RESOLUTION CONDITIONALLY APPROVING A
FINAL PLAT FOR THE CAPE CROSSING ADDITION NO. 1 SUBDIVISION
(AT 12200 WEST RYAN ROAD)
(CAPE CROSSING, LLC, APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a final plat for the Cape Crossing Addition No. 1 subdivision, such plat being all of Outlot 11 of Cape Crossing, a recorded subdivision, being part of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, containing 1,034,496 square feet (23.7488 acres) of land, consisting of 25 single-family residence lots, with outlots for common areas, stormwater management facilities and future phases, bearing Tax Key No. 890 1074 000, Cape Crossing, LLC, applicant; said Final Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the City Planning Department and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on April 4, 2024, 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 final plat 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 Final Plat of Cape Crossing Addition No. 1 subdivision, as submitted by Cape Crossing, 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, and that all minor technical deficiencies within the Final Plat be rectified, all prior to the recording of the Final Plat.
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. Pursuant to §236.13(1) and (2), Stats., pertaining to conditions of plat approval and the provision of public improvements reasonably necessary, respectively, and §15-8.0101

CAPE CROSSING, LLC - FINAL PLAT FOR THE VILLAS AT CAPE CROSSING/THE
ESTATES AT CAPE CROSSING SUBDIVISION
RESOLUTION NO. 2022-_____

Page 2

and §15-2.0303 of the Unified Development Ordinance, pertaining to required improvements and the financial security to be provided therefore as conditions of plat approval, the required improvements prescribed in the Unified Development Ordinance for land divisions are required as a condition of the approval of the Final Plat for Cape Crossing Addition No. 1 subdivision; a Subdivision Development Agreement (“Subdivider’s Agreement”), as may be approved by the Common Council upon the recommendation of the City Engineer and as secured by a letter of credit in form as approved by the City Attorney, shall provide for the furnishing, construction and installation of the required improvements and such other matters as set forth therein, and shall be entered into and executed by Cape Crossing, LLC prior to the recording of the Final Plat.

4. Each and any easement shown on the Final Plat shall be the subject of separate written grant of easement instrument, in such form as provided 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 Final Plat.
5. That any and all submissions, reviews and approvals, for any and all matters required to be submitted, reviewed and/or approved within the final plat application process as specified within the Unified Development Ordinance, which may not have been submitted, reviewed and/or approved as of the date of adoption of this Resolution, if any, including for matters of utility easements, a declaration of deed restrictions and protective covenants, conservation easements, other public purpose easements, stormwater management agreements, and homeowners’ association legal instruments, shall be so submitted, reviewed and/or approved, prior to the recording of the Final Plat.
6. Cape Crossing, LLC, successors and assigns and any developer of Cape Crossing Addition No. 1, 25 lots and outlots single-family residential subdivision development 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 Cape Crossing Addition No. 1, 25 lots and outlots single-family residential subdivision development, 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.

CAPE CROSSING, LLC - FINAL PLAT FOR THE VILLAS AT CAPE CROSSING/THE
ESTATES AT CAPE CROSSING SUBDIVISION

RESOLUTION NO. 2022-_____

Page 3

7. The approval granted hereunder is conditional upon Cape Crossing, LLC and Cape Crossing Addition No. 1, 25 lot and outlots single-family residential subdivision development project for the property located at 12200 West Ryan Road: (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.
8. The Cape Crossing Addition No. 1, 25 lot and outlots single-family residential subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
9. The subdivider must submit the Department of Administration "Letter of Certification" to the Department of City Development, prior to recording this final plat with the Milwaukee County Register of Deeds.
10. Pursuant to the Unified Development Ordinance Section 15-7.0603.D, the declaration of protective covenants is subject to review by the City Attorney.
11. The applicant shall be responsible for filing a Subdivision Development Agreement consistent with all regulations of the Unified Development Ordinance and Municipal. Common Council approval of said Subdivision Development Agreement is required prior to recording this Final Plat.
12. Final Engineering Department approval of the grading, erosion control and storm water management plan is required prior to recording this Final Plat.
13. Final Engineering Department approval of sewer and water extensions is required prior to recording this Final Plat.
14. Separate site plan approval shall be required for amenity areas, such as clubhouse and fire pit. Signage shall be subject to issuance of a Sign Permit from the City Development Department.

BE IT FURTHER RESOLVED, that the Final Plat of Cape Crossing Addition No. 1 subdivision development, 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 conditions is or are not met and satisfied within 12 months from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 12 months 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

CAPE CROSSING, LLC - FINAL PLAT FOR THE VILLAS AT CAPE CROSSING/THE
ESTATES AT CAPE CROSSING SUBDIVISION
RESOLUTION NO. 2022-_____

Page 4

the recording of a final plat, the City Clerk is hereby directed to obtain the recording of the Final Plat of Cape Crossing Addition No. 1 subdivision 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 16th day of April, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of April, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of April 4, 2024

Item E.2.

FINAL PLAT

RECOMMENDATION: City Development Staff recommends approval of the Final Plat for the Cape Crossing Addition No. 1, subject to conditions set forth in the attached draft resolution.

Project name:	Cape Crossing Addition No. 1 Final Plat
Property Owner:	Cape Crossing, LLC
Applicant:	Cape Crossing, LLC
Agent:	Eric Obarski, Cape Crossing, LLC
Property Address/TKN:	12200 W. Ryan Rd. / 890 9991 001 & 890 9991 002
Aldermanic District:	District 6
Zoning District:	PDD-40 – Cape Crossing
Staff Planner:	Nick Fuchs, Planning Associate
Submittal date:	02-16-2024
Application number:	PPZ24-0031

Introduction/Background:

The Cape Crossing Addition No. 1 Final Plat consists of twenty-five single-family lots, Lot Nos. 64 through 88. Outlot Nos. 12 and 13 are also included. Outlot 12 consists primarily of natural resource features and storm water management easements. Outlot 13 will be a future phase of development.

Pursuant to Wisconsin Statutes §236.11(2)(a), the approving authority (Common Council) shall take action within 60 days of application submittal unless a time extension is granted by the applicant. As such, this time frame will expire on April 16, 2024.

Below is a list of the history and previous approvals of this development.

- A Concept Review for the Planned Development District was presented before the Common Council on August 3, 2021, the first concept version had 180 lots, which was later reduced to 142 lots and finally to the current design of 130 lots.
- The Cape Crossing Planned Development District (PDD) was conditionally approved by the Common Council on January 18, 2022, Ordinance 2022-2492, which establishes the development standards for this subdivision. The former zoning was is R-3 Suburban/Estate Single-Family Residence District.
- On March 5, 2022, the Common Council adopted Resolution 2022-7839 conditionally approving the Preliminary Plat for this subdivision.
- On September 20, 2022, the Common Council adopted Resolution 2022-7904 conditionally approving a Final Plat for The Villas at Cape Crossing/The Estates at Cape Crossing Subdivision.

Project Description/Analysis:

The approved preliminary plat consists of 3 phases. This phase has a total of 25 single-family residential lots. It can be noted that the Cape Crossing Planned Development District (PDD) has two areas with different developments standards: The Villas and The Estates. The Villas is the south half of the subdivision and allows for smaller lots with a minimum lot size of 9,000 square feet. There are 76 lots located in The Villas area. The Estates is the north half with 54 lots with a minimum lot area of 12,000 square feet. This proposed phase is located within The Estates area.

All PDD No. 40 development standards are met. Moreover, the Final Plat is in substantial conformance with the Preliminary Plat for this development.

Natural resource protection

The natural resources are primarily located within Outlot 12 of the Final Plat. Wetland setbacks do extend onto Lot Nos. 79, 80, 87, and 88. The wetlands were delineated on June 26th and June 27th 2017. As the delineations are older than 5-years, in accordance with 15-4.0102G. of the UDO, *staff recommends that the wetland areas immediately surrounding Lot Nos 79, 80, 87, and 88 be re-delineated and revised on the Final Plat as may be necessary.*

Staff recommendation:

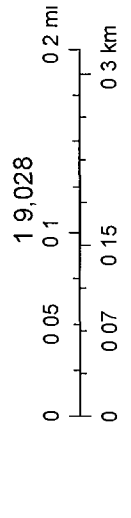
A motion to recommend approval of the Cape Crossing Final Plat, subject to the conditions as noted in the attached draft resolution.

City of Franklin Property Viewer



3/21/2024, 11 26 59 AM

Parcel



SEWRPC Maxar City of Franklin WI

Project Narrative
Cape Crossing Addition No. 1
February 16, 2024

Cape Crossing LLC is submitting the final plat called Cape Crossing Addition No. 1. This is the second phase of the Cape Crossing subdivision located along West Ryan Road in the Southwest 1/4 of Section 19, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin. This Addition No. 1 plat will contain the northerly most twenty-five lots that were shown on the approved preliminary plat. The area was platted as Outlot 11 on the Cape Crossing final plat and Outlot 11 was noted as future development. The construction plans and storm water management plan for the entire development was approved in 2022. The grading, utility and road construction for this phase will occur in 2024. South Overlook Way will be extended to provide access to the lots in this phase.

**FIRST AMENDMENT
TO THE
DECLARATION OF
PROTECTIVE COVENANTS OF
CAPE CROSSING**

Document Title

Document Number

This First Amendment to the Declaration of Protective Covenants of CAPE CROSSING Subdivision (the "First Amendment") is made this 15th day of March, 2024, by CAPE CROSSING, LLC ("Declarant"), a Wisconsin limited liability company

RECITALS

A CAPE CROSSING, LLC created that certain Declaration of Protective Covenants for CAPE CROSSING Subdivision dated July 28th, 2023 and recorded on August 2nd, 2023 as Document No 11356367 in the office of the Register of Deeds of Milwaukee County, Wisconsin (the "Declarations") The Declarations encumber certain real property located in the City of Milwaukee (the "City"), Milwaukee County, and

B Cape Crossing, LLC recorded the Final Plat for Cape Crossing Subdivision on August 2nd, 2023 as Document No 11356311 in the office of the Register of Deeds of Milwaukee County, and

C The Declaration, Section 11.2, Declarant reserves the right to Expand the Declarations by recording a document with the Register of Deeds of Milwaukee County,

Drafted By and Return Address
Vista Run , LLC
C/O Neumann Developments,
Inc
N27 W24025 Paul Court,
Suite 100,
Pewaukee, WI 53072
ATTN Eric Obarski

PIN
8901074000

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/16/2024
Reports and Recommendations	City of Franklin Health Department Annual Report: 2023	ITEM NUMBER B.8.

Summary: Presentation of the 2023 Franklin Health Department Annual Report.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to accept the report and place on file.



2023

Annual REPORT

**CITY OF FRANKLIN
HEALTH DEPARTMENT**

REPORT TO THE COMMUNITY



**HEALTH
DEPARTMENT**

FRANKLIN HEALTH DEPARTMENT 2023 ANNUAL REPORT

The Franklin Health Department (FHD) is dedicated to fostering a thriving Franklin community, where everyone can live their healthiest life.



414-425-9101

franklinhealthdept@franklinwi.gov



Department Overview

Staff and Board of Health, Foundational Services & WI. Statues

01



Data Driven Initiatives

Community Health Assessment & Improvement Planning

05



Communicable Disease Control

Communicable disease surveillance, prevention and control

06



Environmental Public Health

Food safety, licensed establishments, rabies, radon, and lead

07

Maternal, Child, & Family Health

Health services for women, children, and families

09

Chronic Disease & Injury Prevention

Community education, outreach, and direct services

11

Volition Franklin

Community-based substance misuse prevention in Franklin

13

Access to & Linkage with Care

Social service referrals and connections to community resources

15

Emergency Preparedness

Ensure readiness to best protect community from public health threats

16

FHD Volunteers

Thank you to our many volunteers throughout 2023

17

DEPARTMENT OVERVIEW

The Franklin Health Department (FHD) strives to create a Franklin community in which everyone has the opportunity to live their healthiest life. Staff, volunteers, and the Franklin Board of Health work towards this vision through data informed decision making. Public health foundational areas drive forward our delivery of essential public health services to serve our city. FHD staff consists of Administrative staff, Public Health Nurses, Public Health Specialists, and Registered Sanitarians who engage across disciplines to drive forward the healthiest Franklin!

Mission Statement

To protect and promote health and well-being within the Franklin community through disease prevention and health education.

Vision

A thriving Franklin community in which everyone has the opportunity to live their healthiest life.



FRANKLIN HEALTH DEPARTMENT STAFF

- Lauren Gottlieb, MPH, CHES**
- Angela Beyer, RS**
- Jamie Kinzel, MPH, RS**
- Alexandra Crissey**
- Kim Buelow, RN**
- Jamie Kopera, RN**
- Amy Kremski, RN**
- Carol Sibilski, RN**
- Ellen Henry, CHES**
- Megan Conway, CHES**

BOARD OF HEALTH MEMBERS

- Henry Wengelewski, DDS, Chair**
- Alderman Mike Barber**
- Wayne Hustad, R.Ph.**
- Amy Marzofka, CHES**
- Pat Nissen, RN**
- James Rydlewicz, MD**
- Deborah Davis, LPC**
- Patricia Golden, DO
Medical Advisor**
- Lauren Gottlieb, MPH, CHES
Health Officer**

DEPARTMENT OVERVIEW CONT.

Executive Summary

Local Health Departments are established based on Wisconsin Statute Chapter 251.02(2). The Franklin Health Department (FHD) is a Level II Health Department that works to respond to both existing and emerging health threats. Services provided by the FHD include communicable disease control and prevention, public health surveillance and investigation, public health nursing services, environmental public health, emergency preparedness and response, health promotion, health hazard control, and public health policy and planning.

The FHD supports health in the Franklin community through both direct and indirect services. Direct services include individual interactions with clients in the office and the community, as well as community programming and events. Indirect services include health education campaigns/messaging and a focus on health in all policies. Although some community members may not yet had direct contact with the FHD, many of the improvements seen that prolong life and promote health and safety are a result of the work of the Franklin Health Department.

In 2023, FHD worked with partners across the community to facilitate, support, and collaborate on many events and activities. **In 2023, FHD had direct contact with over 10,500 community members!**



DEPARTMENT OVERVIEW CONT.

Franklin Community Health Improvement Plan Priorities & Essential Public Health Services

The FHD provides leadership for developing, improving and maintaining the health of our community. Public Health protects and promotes health locally.

FHD initiatives and efforts are driven by community need, essential public health services, foundational public health areas and capabilities, and Wisconsin State Statutes and Rules.



10 Essential Public Health Services

- 1. Assess and monitor population health status**, factors that influence health, and community needs and assets
- 2. Investigate, diagnose, and address** health problems and hazards in the community
- 3. Communicate effectively** to inform and educate people about health, factors that influence it, and how to improve it
- 4. Strengthen, support, and mobilize communities** and partnerships to improve health
- 5. Create, champion, and implement policies, plans, and laws that impact health**
- 6. Utilize legal and regulatory actions** designed to improve and protect the public's health
7. Assure an effective system that enables **equitable access** to individual services and care needed to be healthy
8. Build and support a **diverse and skilled public health workforce**
9. **Improve and innovate public health** functions through ongoing evaluation, research, and continuous quality improvement
10. Build and maintain a **strong organizational infrastructure** for public health

CDC, 10 Essential Public Health Services, <https://www.cdc.gov/publichealthgateway/publichealthservices/essentialhealthservices.html>

DEPARTMENT OVERVIEW CONT.

The Foundational Public Health Service framework outlines the unique responsibilities of governmental public health. The FHD infuses these capabilities and focus areas into our community efforts, across sector lines, and within all Franklin populations.

Foundational Public Health Capabilities

Assessment & Surveillance	Community Partnership Development	Equity	Organizational Competencies
Policy Development & Support	Accountability & Performance Management	Emergency Preparedness & Response	Communications

Foundational Areas

Communicable Disease Control	Environmental Public Health	Maternal, Child & Family Health	Chronic Disease & Injury Prevention	Access to & Linkage with Clinical Care
------------------------------	-----------------------------	---------------------------------	-------------------------------------	--

Snapshot of Foundational Areas in Action: Franklin Public Health



DATA DRIVEN INITIATIVES

The FHD regularly collects information from the community on what people need and want in terms of health, prevention, and wellness. This local data guides programming and determines how the FHD can best serve the Franklin community.

Community Health Assessment & Improvement

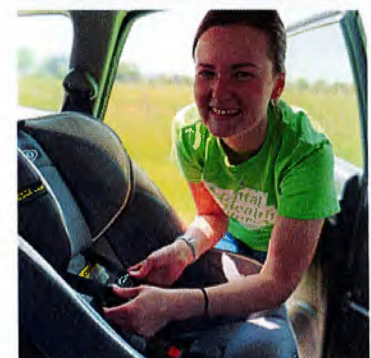
Every 3-5 years, the FHD completes a Community Health Assessment (CHA). The CHA is an opportunity to receive direct feedback from the community and dive deep into local data. The data collected in the CHA shapes the Community Health Improvement Plan (CHIP) by looking at our community's risk and protective factors around healthy lives and opportunities for health improvement. The CHIP is the community's plan to improve our health, quality of life, and life expectancy locally!

Throughout 2023, the FHD formed the Franklin Health Collaborative. The Franklin Health Collaborative is a group of over 30 local organizations and individuals invested in health. The group has been actively working to implement projects and initiatives from the Community Health Improvement Plan.

Focus areas for health improvement include:

1. **Physical Activity & Nutrition**
2. **Mental & Behavioral Health**
3. **Community Connectedness**

Individuals and community organizations interested in advancing the health of the Franklin community are encouraged to contact the FHD!



COMMUNICABLE DISEASE CONTROL

Communicable diseases are illnesses that spread from one person to another, from an animal to a person, or from a surface or a food. In 2023, the FHD communicable disease program continuously worked to prevent and control the spread of disease in the Franklin community.



FHD staff works closely alongside health care partners to ensure optimal recovery and prevention of future disease transmission throughout the community.

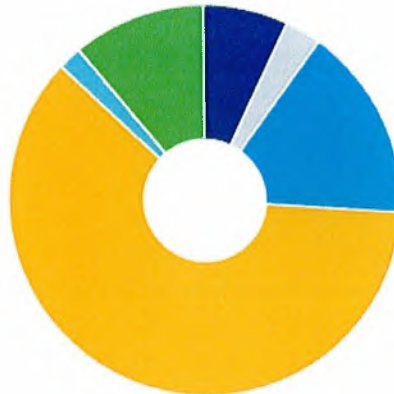
Communicable Disease Highlights in 2023:

- Navigated end of COVID-19 Emergency declaration by offering COVID-19 vaccinations and At-Home tests
- Introduced and educated on the **new RSV vaccine**
- Held **mobile flu vaccination clinics** at the Franklin Public Library and City Hall, providing over **600** vaccines.
- Offered **bi-monthly** vaccine clinics

FHD staff followed up on 1,078 communicable diseases* in 2023

Communicable Disease Follow up Breakdown:

Sexually Transmitted, 61%
Respiratory, 16%
Other, 11%
Enteric/Gastrointestinal, 7%
Invasive Bacteria, 7%
Vaccine Preventable, 2%



*Data visual excludes 2023 COVID-19 follow up: 855 COVID-19 follow up investigations completed in 2023



COVID-19 At-Home Tests Distributed: 106

FHD was selected to participate in the **National Association of County and City Health Officials** Rapid COVID Test Distribution pilot program to support our community's health and safety during the changing landscape of the National Public Health Emergency and COVID-19 pandemic.

TB Skin Tests administered in 2023: 35

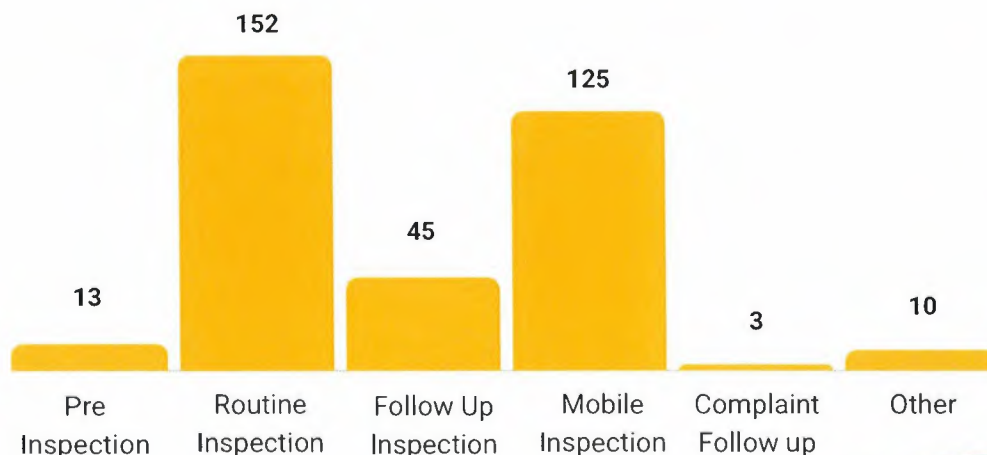
FHD follows up on tuberculosis (TB) in the Franklin community and offers TB skin testing for a variety of reasons, such as pre-employment or school requirements. We also support clients through case management, patient education, directly observed therapy, and support the completion of TB treatment.

ENVIRONMENTAL PUBLIC HEALTH

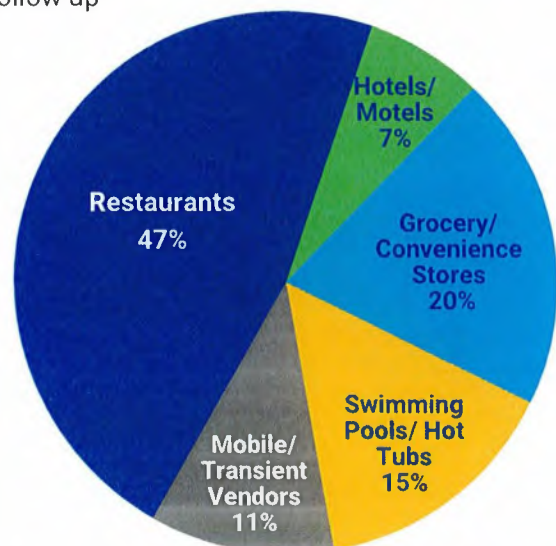
As an agent for the Wisconsin Department of Agriculture, Trade and Consumer Protection, the Franklin Health Department (FHD) is tasked with the licensing and inspection of all retail food establishments, schools, hotels, motels, swimming pools, and mobile/transient food vendors throughout our community. Inspections include pre-inspections, routine inspections, complaint investigation, and re-inspections when needed.

In addition to completing inspections, the FHD's Registered Sanitarians provide training and support to operators on proper food handling, sanitation, hygiene practices, pool operations, and water quality. FHD staff also conduct plan reviews for new businesses or businesses undergoing a remodeling project. The FHD environmental health team collaborates with local, state and federal partners to protect community members and support a healthy and safe environment.

In 2023 FHD staff conducted 348 inspections.



Inspections by establishment type:



ENVIRONMENTAL PUBLIC HEALTH CONT.

Additional Environmental Health Services

The Franklin Health Department team works to ensure the Franklin community is free from exposures to hazardous conditions in our air, water, and soil. Additional environmental health program highlights include rabies control, radon, and lead.

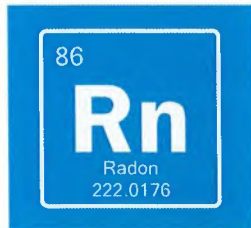


Rabies is a preventable viral disease, passed through the bite of a rabid animal. All animal bites, whether domestic or wild, can pose a potential rabies exposure. FHD collaborates with the Franklin Police Department to prevent the spread of rabies.

In 2023, FHD followed up on 24 animal bites.



Lead in homes is often undetected but can have serious consequences for those exposed. In 2023, the **FHD assisted several families with an elevated lead risk through environmental hazard investigations and connection to supportive services.**



The FHD raises awareness about how to protect yourself and your family from Radon, a naturally occurring radioactive gas that is very common in southeastern WI. Radon gas exposure is the second leading cause of lung cancer in the US.

In 2023, the FHD distributed 81 radon test kits.



FHD also provided environmental health education through community outreach at the **Arbor Day Celebration**, a **'Healthy Holidays' Education** pop-up table, and tabling at the **Franklin Park Concerts** in Lions Legend Park. The FHD delivered education that met the needs of community members in many unique ways.

Summer Concert Series, July 2023



Medication disposal bags provided at Arbor Day event



Radon test kits available at the Health Department



Education and resource wheel at Summer Concerts



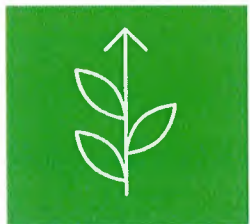
MATERNAL, CHILD, & FAMILY HEALTH

The Franklin Health Department works to foster continued Maternal, Child, and Family Health. These efforts address the health of individuals across generational lines to support unique health needs and priorities.



Car seat fittings

FHD has four **Certified Car Seat Technicians** on staff to assist with adjusting and fitting car seats for growing Franklin families! We offer car seat checks at the Franklin Health Department and **completed 23 in 2023**.



Developmental Screenings

FHD staff support Franklin parents, daycares, and schools in helping children to meet developmental milestones as they grow. The FHD **promotes the Ages and Stages Questionnaires (ASQ)** assessments with parents for children 2-60 months of age.



Youth Mental Health First Aid

FHD **began offering Youth Mental Health First Aid trainings in 2023**. We offer this training free to our community members to strengthen the local ability to help an adolescent experiencing a mental health or addiction challenge, or someone who is in crisis.



Community Education

Community education, collaboration, and facilitation of health services across our community is at the heart of what we do. **In 2023, FHD coordinated over 20 initiatives specific to improving maternal, child, and family health in Franklin!**

Bike Rodeo



Partnership for safety messaging at Spring Wellness Fair



Vision screenings with elementary students



Health focused programming at local daycares



Volition Youth resource distribution educating families on how candy and medicine look alike



MATERNAL, CHILD, & FAMILY HEALTH CONT.

The Franklin Health Department is dedicated to top tier service offerings informed by the community for the community.

FHD activities and events supporting maternal, child, and family health in 2023 include:

- **Audio and Vision Screenings Franklin Public Schools:** 870 vision and 872 hearing screenings conducted for local elementary school youth.
- **Mental Health Resource Distribution:** Partnered with Volition Franklin youth in support of peer education and awareness raising at Franklin High School (FHS).
- **Feeding Franklin:** Coordinated Feeding Franklin, a community coalition to support local food pantries and food access locally.
- **Food Drive:** Facilitated City Staff Food Drive collecting over 1,300 pounds of food for local Franklin Food Pantries.
- **FHD Family Wellness Day:** Hosted community wide walk/ run and resource fair. Multigenerational event focused on health for all.
- **'Mind Over Matter, Healthy Bowels Healthy Bladder' Workshops:** Facilitated two, four week workshops focused on bladder health.
- **Prevention awareness at FHS parade:** Educated on substance misuse prevention.
- **Mental Health book display at Franklin Public Library**
- **Tabling events:** Shared Mental Health awareness information with community members at My Ascension Event, distributed mental health resources at Milkmen game, facilitated parent education at Forest Park Middle School (FPMS) Open House, Education provided on prevention topics at FPMS activity night, educated community members on car seat safety and health information at Franklin National Night Out.
- **Mental Health Wellness walk at FHS:** Information disseminated to support mental health.
- **Oak Creek Suicide Prevention Screening:** Provided mental health education to community.
- **Nutrition Presentation at Franklin High School:** Presented two sessions to Franklin High Schoolers educating on nutrition, healthy lifestyles, and well-being.
- **Vaping Prevention Presentation at Franklin High School:** Partnered with Franklin High School Social Worker to educate on vaping/electronic cigarette prevention.
- **Trunk or Treat:** Facilitated family friendly event with over 1,200 attendees
- **Healthy Holidays Series:** Staffed education tables, meeting people where they were in the community throughout the month of December and delivered health education.
- **Ascension Family Health Night:** Educated community members of Health Department services and support for healthy living.
- **Preschool social connection pilot:** Education and interactive activities for youth audience.
- **Outdoor Movie Night:** Hosted family friendly event with over 150 attendees.
- **Bike Rodeo:** 100+ youth educated on road and bicycle safety.

CHRONIC DISEASE & INJURY PREVENTION

FHD works to promote health and decrease the number of preventable chronic diseases and injuries that occur in the Franklin community. Local efforts are driven by community education campaigns, point-of-contact education during direct services, serving as subject-matter experts in professional presentations, and hosting activities and events that promote and support healthy lives.



FHD offers many walk in services, such as blood pressure checks and sharps disposal!

Wisconsin law require all citizens to manage sharps safely and the FHD supports our residents in this effort. In 2023 alone, the FHD sharps collection site was utilized over 450 times, collecting over 600 containers! Over 825+ pounds of sharps were collected!



Proper disposal of sharps prevents them from ending up in household garbage, recyclables, or in waste water which poses a health risk to humans and animals! All unintended needle stick injuries demand expensive testing and potential preventable treatment. Costs for a typical needle stick can be thousands of dollars.



FHD partners with the Franklin Police Department to support the Franklin Medication Drop Box. In 2023, 1,320 pounds of unused and expired medications were collected.



CHRONIC DISEASE & INJURY PREVENTION

FHD Activities and Events supporting chronic disease and injury prevention in 2023 include:

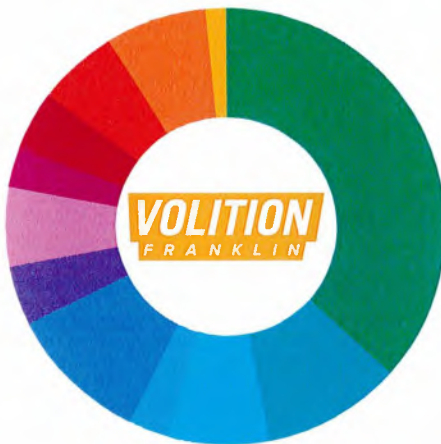
- **Narcan Distribution:** *FHD received grant funding to offer no cost Narcan and Narcan training to the community.*
- **'Stand up for your health' Workshops:** *Trained FHD facilitators led senior citizens through a five week program to increase level of daily activity. Due to demand, two workshops were held.*
- **Substance Misuse and Mental Health Speaker Presentation Franklin High School:** *Presented to students at Franklin High School to raise awareness of negative health consequences of substance misuse .*
- **CADCA Leadership Forum Presentation, Washington DC:** *Selected to present at the National Leadership forum on local successes in substance misuse prevention.*
- **Tobacco Poster Contest:** *Facilitated 27th Annual tobacco poster contest. Partnership with Forest Park Middle School and expansion to Indian Community School this year.*
- **'Stepping On' Workshop:** *Hosted seven week workshop for those 60 years and older focused on addressing varying risks for falling. Participants worked to improve balance and strength.*
- **Lead the Way Conference Presentation:** *Selected to present on successes in collaboration with Franklin Library Partners to support local health.*
- **Nutrition Series Workshops:** *Hosted workshop series and educated on why and how to make healthy changes in diet and lifestyle.*
- **Franklin Public Health Partner Network Meetings:** *Collaborated across sectors for health improvements within the community.*
- **Outdoor Concert Series Resource Tables:** *Provided education and free resources at Lions Legend Park events four times throughout summer.*
- **Fall Prevent Speaker:** *Partnered with local healthcare system for chronic disease and injury prevention event.*
- **QPR Suicide Prevention Training:** *Hosted suicide prevention training for community members.*
- **Hope Kits:** *Partnered with Franklin Fire Department to support creation of harm reduction kits for Franklin.*
- **Women's Civic Conference Presentation:** *Educated community on substance misuse prevention and Franklin Health Department efforts.*
- **Creation of Opioid Misuse and Overdose Prevention Toolkit:** *Collaborated with community partners to create robust local resource toolkit.*
- **Education at Senior Dining:** *Attended senior dining events to promote healthy lifestyles.*

VOLITION FRANKLIN - SUBSTANCE MISUSE PREVENTION



Volition Franklin is a coalition of community partners, embedded within the Franklin Health Department, working to prevent youth substance misuse. Volition Franklin empowers youth to make healthy choices, especially related to tobacco, alcohol, and other drugs. Through education campaigns to strengthen knowledge and skills, and by hosting community activities and events, Volition Franklin has become an integral **force for change** in the Franklin community and made **lasting impacts on the lives of many youth**.

In 2023, Volition Franklin membership consisted of representation from the following 12 community sectors:



Youth, 36.8%

Parents, 10.3%

Business Community, 7.4%

Media, 2.9%

Schools, 10.3%

Youth-Serving Organization, 4.4%

Law Enforcement, 5.9%

Faith-Based, 2.9%

Civic/Volunteer Groups, 4.4%

Healthcare, 5.9%

Government, 7.4%

Other Organizations, 1.5%

From January to December 2023 Volition Franklin ...



Welcomed 26 Active Youth Members



Held 3 community Drug-Free Social Events

Conducted tobacco compliance checks at 12 stores



Held 9 High School Meetings



Held 8 Middle school tobacco prevention presentations



Reached 11,565 Adults on social media

Completed 1 Alcohol Prevention Media Campaign

Held 11 Adult meetings



Collected unused and expired medication through partnerships with the Franklin Police Department



Held 17 Middle School Meetings



Attended/spoke at 12 community events



Tabled at 25 community events



Attended 2 Middle School Activity Nights

Attended 2 Elementary Science Nights



VOLITION FRANKLIN CONTINUED

Since Volition Franklin began in 2010...



9.7%

Reduction in past 30 day past use of alcohol



14.6%

Increase in perception of parental disapproval



5.0%

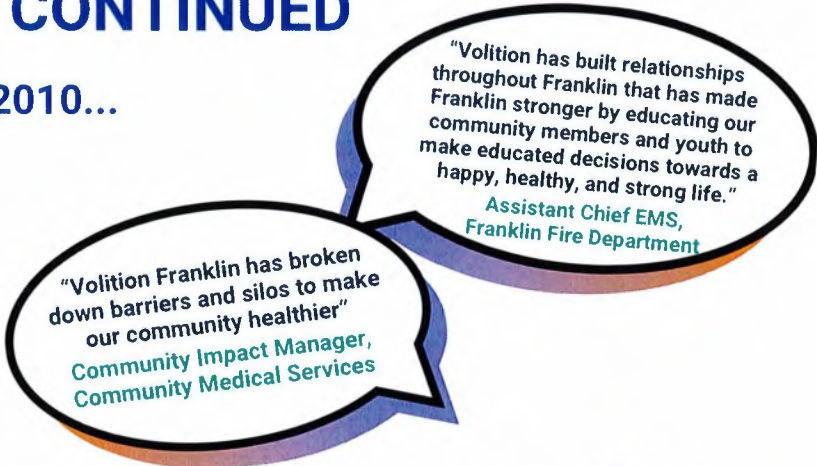
Reduction in past 30 day binge drinking rates



15.2%

Reduction students having at least one drink in their life

Franklin Public School District, High School
Youth Risk Behavior Survey (YRBS) Data, 2013-2021



Plant the Promise

Volunteer Youth students planted red tulip bulbs in the Fall to bloom each Spring and serve as a reminder of the importance and the beauty of living a drug-free life.



WI DHS Volition Youth Award

Volition Youth members, Zaira Shaker, was awarded the "Leaders of the Next Generation: Outstand Youth Advocate for Substance Use Prevention" award.



2023 AT A GLANCE:

- 40+ Volition Franklin Coalition Meetings
- 1,000 + Hours of volunteer involvement
- \$156,000 + of in Kind donations
- \$125,000 + of prevention in the community

Opioid Misuse and Overdose Prevention Toolkit for the City of Franklin

Volition Franklin partnered with the Franklin Fire, Health, and Police Departments to create the *Opioid Misuse and Overdose Prevention Toolkit* for the City of Franklin. The toolkit contains a compilation of State, County, and City nonfatal/fatal opioid overdose data, along with prevention education and resources. **The toolkit was an essential resource that led to increased access to harm reduction resources in the Franklin community.**

Blue Ribbon Coalition Award

Volition Franklin was invited to the **White House's National Youth Substance Use Prevention Summit** and recognized as one of 15 Drug-Free Community Coalitions from across the country receiving a **Blue Ribbon Award**, which recognizes high performing coalitions that do an exceptional job creating a foundation for their work!



This award is a testament to the dedication and hard work of the coalition and its mission of empowering youth to make healthy decisions and reflects the significant impact made in our community.

Wisconsin Department of Health Services Award

Volition Franklin was awarded **Protecting the Pond: Outstanding Substance Use Prevention Coalition Award**, which recognizes the coalition's initiatives to help community members make healthier decisions by bringing residents together for positive pro-social and substance free events.

ACCESS TO & LINKAGE WITH CARE

FHD is dedicated to supporting the needs of all in our community, this includes our most vulnerable residents. FHD supports individuals and families in need by providing direct services, as well as supporting access and linkage to care.



In 2023 the Franklin Health Department assisted **35 residents** who were referred for social service related needs. Referrals most frequently came to the FHD by family members, Franklin Fire or Police, or self referrals.

FHD case management need was highest in the following areas:

Aging in Place

Mental Health

Medical Concern

Falls



We prevent communicable disease by providing immunizations, including flu shots, COVID-19 vaccine, childhood immunizations, and others such as HepA and Tdap. FHD offering these vaccines is critical for populations who may not otherwise have access. In 2023, FHD provided **over 600 immunizations to community members.**



FHD welcomes walk ins for blood pressure measurements, as well as offers clinics and mobile blood pressure services reaching homebound and those limited in mobility. This flexible service model resulted in **51 blood pressure measurements.**



EMERGENCY PREPAREDNESS

The FHD dedicates time to planning, preparing for, and responding to public health emergencies as one of our foundational public health services.

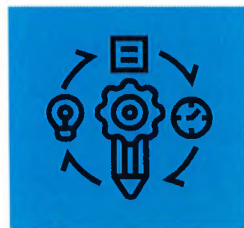
Each year, FHD staff participate in regional table top exercises and host large scale vaccine clinics as preparedness exercises to strengthen capabilities and readiness to respond. When public health emergencies hit, you can find the FHD coordinating volunteers, arranging mass clinics, coordinating needed services with partners, establishing family assistance centers and more.

In 2023, the Franklin Health Department focused on:



Planning for Emergencies

- Dedicated multidisciplinary internal preparedness team
- Served on various regional coalitions and workgroups
- Regularly exercised and trained in 15 emergency preparedness capabilities
- Maintained community partnerships across the public health system. These partners may need to be called upon in times of crisis



Volunteer Management

- Utilized Wisconsin Emergency Assistance Volunteer Registry (WEAVR) to maintain a **response ready volunteer group of over 380 individuals**
- Provided volunteer opportunities and trainings for volunteers throughout the year



Ensuring response ready critical infrastructure

- Participated in table top exercises for mass clinics
- Completed annual walk through of local open point of dispensing
- Coordinated with public health system for closed pods
- Collaborated on Franklin Emergency Operation Planning

Interested in joining the FHD volunteer registry? Medical and Non-Medical Volunteers welcome!

Sign up today!



THANK YOU FHD VOLUNTEERS!



FHD volunteers contributed over 500+ hours to the community in 2023!

***We look forward to connecting
for a healthy 2024!***



**Scan to get involved with the
Franklin Health Department!**



**Connect with the Franklin Health
Department on Social Media!**



**HEALTH
DEPARTMENT**

2023 Annual Report Franklin Health Department

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ROC Business Color Code

Umbrella Bar
Milwaukee Milkmen
Extraordinary

Summer Concert Series filled as (1) permit for (1,9) dates
Fireworks filled as (1) Ex Event permit for (9) dates, (9) Individual Firework Display Permits are filled seperately
Food Truck Rally filed as (1) TUA for (1,7) Thursdays

Date	Event	ROC Business	Location	Hist. Permit Type	Complete	Filed Date	Notes
Friday, May 10, 2024	Fireworks	Milkmen	Franklin Field	Ex Event & Fireworks	Y		
Friday, May 24, 2024	Fireworks	Milkmen	Franklin Field	Ex Event & Fireworks	Y		
Thursday, May 30, 2024	Food Truck	Umbrella Bar	Umbrella Bar	TUA	Y		
May - October Milky Way Drive In							
Saturday, June 1, 2024	Summer Concert Series	Milky Way	Franklin Field	License Application	Y		Annual Renewal
Thursday, June 6, 2024	Food Truck	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Friday, June 7, 2024	Fireworks	Milkmen	Franklin Field	TUA	Y		
Saturday, June 8, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event & Fireworks	Y		
Thursday, June 13, 2024	Food Truck	Umbrella Bar	Umbrella Bar	Ex Event & Fireworks	Y		
Friday, June 14, 2024	Fireworks	Milkmen	Franklin Field	Ex Event	Y		
Saturday, June 15, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event & Fireworks	Y		
Thursday, June 20, 2024	Food Truck	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Saturday, June 22, 2024	Taco and Tequila Fest	Milkmen	Franklin Field	TUA	Y		6/22 - 6/23 Will be filed as (1) Weekend Music Festival
Sunday, June 23, 2024	Phase Fest	Milkmen	Franklin Field	Ex Event	N		
Thursday, June 27, 2024	Food Truck	Umbrella Bar	Umbrella Bar	Ex Event	N		
Friday, June 28, 2024	Fireworks	Milkmen	Franklin Field	TUA	Y		
Saturday, June 29, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event & Fireworks	Y		
Thursday, July 4, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Thursday, July 4, 2024	Food Truck	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Saturday, July 6, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	TUA	Y		
Thursday, July 11, 2024	Food Truck	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Friday, July 12, 2024	Fireworks	Milkmen	Franklin Field	TUA	Y		
Saturday, July 13, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event & Fireworks	Y		
Thursday, July 18, 2024	Food Truck	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Saturday, July 20, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	TUA	Y		
Thursday, July 25, 2024	Food Truck	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Friday, July 26, 2024	Fireworks	Milkmen	Franklin Field	Ex Event & Fireworks	Y		
Saturday, July 27, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Thursday, August 1, 2024	Food Truck	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Friday, August 2, 2024	Fireworks	Milkmen	Franklin Field	TUA	Y		
Saturday, August 3, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event & Fireworks	Y		
Thursday, August 8, 2024	Food Truck	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Saturday, August 10, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	TUA	Y		
Thursday, August 15, 2024	Food Truck	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Saturday, August 17, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	TUA	Y		
Thursday, August 22, 2024	Food Truck	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Friday, August 23, 2024	Fireworks	Milkmen	Franklin Field	Ex Event & Fireworks	Y		
Saturday, August 24, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Sunday, August 25, 2024	Candy Drop	Milkmen	Franklin Field	TUA	N		
Thursday, August 29, 2024	Food Truck	Umbrella Bar	Umbrella Bar	TUA	Y		
Saturday, August 31, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Sunday, September 1, 2024	Bill Michaels Ride & Concert	TBD	Luxe Golf Bays	N/A, 1st Year (Will file as Ex Event)	N		Filed by organization putting on the ride
Monday, September 2, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Thursday, September 5, 2024	Food Truck	Umbrella Bar	Umbrella Bar	TUA	Y		
Saturday, September 7, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Thursday, September 12, 2024	Food Truck	Umbrella Bar	Umbrella Bar	TUA	Y		
Saturday, September 14, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Thursday, September 19, 2024	Food Truck	Umbrella Bar	Umbrella Bar	TUA	Y		
Saturday, September 21, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event	Y		
Saturday, September 28, 2024	Summer Concert Series	Umbrella Bar	Umbrella Bar	Ex Event	Y		
October (TBD)	Hills Have Eyes	Hills Have Eyes	Snowpark	Ex Event	N		
December (TBD)	Enchant	Enchant	Franklin Field	Ex Event	N		

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/16/2024
REPORTS & RECOMMENDATIONS	MEMO SUMMARY AS IT RELATES TO EVENT PERMITS, APPLICATIONS, AND THE COUNTY SOUND STUDY, AS REQUESTED BY THE COUNCIL	ITEM NUMBER M.10.

2024 HISTORY:

COUNCIL MARCH 5, 2024

G9: RES. 2024-8109—Adopted—A Resolution to Confirm Internal Procedures on Entertainment Events and the Required Permitting and Processes Municipal Officials and Staff Shall Apply to Obtain Uniform Application for the Protection of the Health, Safety, and Well-Being of the Community.

MINUTES: Alderman Barber moved to adopt Resolution 2024-8109, A RESOLUTION TO CONFIRM INTERNAL PROCEDURES ON ENTERTAINMENT EVENTS AND THE REQUIRED PERMITTING AND PROCESSES MUNICIPAL OFFICIALS AND STAFF SHALL APPLY TO OBTAIN UNIFORM APPLICATION FOR THE PROTECTION OF THE HEALTH, SAFETY AND WELL-BEING OF THE COMMUNITY. (Option A) Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

NOTE: This Resolution confirms our current Unified Development Ordinance (UDO) & Municipal Code and details applicable event provisions.

COUNCIL MARCH 19, 2024

G21: Fireworks Application Adjustments to Comply with State Law and Recommended Fee Revision.

MINUTES: No action was taken regarding the fireworks application. Alderwoman Eichmann wants a special Licensing Committee meeting with the City Attorney. This has not yet happened. Alderwoman Eichmann wants a \$100/ Fire Department application fee code change.

There is no information on how the permit application deadline became 30, and it could go back to 45 if it was never officially changed by a vote but just completed interoffice. No changes have appeared since 2018. Alderwoman Day to confirm with the Fire Department if \$100 covers their time and expenses.

NOTE: This item was before the Licensing Committee & Common Council in early 2023.

*It is important to point out that two applications are required for each fireworks event—one is completed and processed through the Fire Department (must comply with State Statutes), and the other is an event application processed through the Clerk’s office, reviewed by the Licensing Committee, and voted on by the Council.

**Additionally, a decision regarding the deadline for permits and licensing applications, e.g., do we keep 30 days or revert to the 45 days in 2018, must be made, as this detail will also impact the tasked summary memo.

RECOMMENDATION: Council comments requested a special Licensing Committee meeting, which is expected to address the fees and application days. The fee increase and application deadline details should be made and agreed upon at this special meeting and brought back to the Council for review and approval.

G23: Informational Council Update Regarding the Event Application Process for Extraordinary and Special Event Applications, Temporary Entertainment and Amusement Applications.

MINUTES: No action taken after the informational presentation of Extraordinary Event application process.

NOTE: This checklist will be used internally during the application process for the reviewing bodies' use and to be initialed by the applicant.

APRIL 2024:

INTERNAL Q & A: Following municipal code, an applicant Q &A was created as a useful tool to ensure additional consistency regarding which of the three different applications apply to an event and their respective review paths.

COW APRIL 7, 2024

Committee of the Whole: County Sound Study discussion

MINUTES: No action taken.

NOTE: The Council requested a memo clarifying 79 decibels and the event application of 30 or 45 days and providing a status report on related items.

SUMMARY MEMO: The Council directed the Director of Administration to create a memo summary to clarify matters.

MINUTES: No action taken.

NOTE: The summary memo is pending the outcome of the fireworks application.

RECOMMENDATION

Apply the event-related process currently within the Municipal Code & UDO provisions, as clarified by Resolution 2024-8109 and the various documents noted above, and come to a consensus on any of the summarized items on the following page, as the Council deems appropriate. Consideration should be given to department duties and burdens, and reasonable completion dates should be set for each action.

DRAFT FOR COUNCIL CONSIDERATION

4.16.2024 Draft

PLEASE REVIEW AND GIVE DIRECTION ON EACH ITEM APPROVED OR TO BE REMOVED FROM THE MEMO TO CLARIFY COUNCIL'S INTENT/DECISIONS

Memo Summary as it relates to Event Permits, Applications, and the Rock Sports Complex County Sound Study, as requested by the Council on April 9, 2024

1. **The allowance of 79 Decibels** has been ongoing based on a persistent push during the June 6, 2018, Plan Commission meeting. However, the Council adopted PDD 37 containing language contrary to the flat approval of 79 dB. This has been researched and clarified by comparing the PDD 37 language to the laws of the Municipal Code, wherein **79 dB is allowed by permit only**. It is not a guaranteed approval. UDO Section 15-3 contains many additional noise regulations. The language of the county setting a city decibel level was not located in the county documents. And, as noted during the Council review of the County Sound Study, UDO regulations were not mentioned.

PDD 37- Page 18

8. a) Noise: All noise levels **must comply with Sections 15-3.0908 and 15-3.1107** of this Ordinance and **183-38 through 183-46* of the City of Franklin Municipal Code**, the Milwaukee County and Ballpark Commons Development Agreement / Exhibit C Noise and Light Addendum, **and as may otherwise be approved by the Common Council as part of the Comprehensive Sound Study.**

*Municipal Code 183-41 Noise Regulated, A. Permit Required, (1) prohibits the operator or use of anything that makes or causes a sound between 70 dBA and 79 dBA without a permit.

PDD 37 Section 3 - Conditions of Approval 2) Regarding any new or revised concerts, live music venues, or outdoor events utilizing speakers, including but not limited to the proposed baseball stadium, the applicants have **agreed to implement the sound enhancements* as outlined in the BPC County Lands LLC agreement with Milwaukee County** outlined in Exhibit C Addendum of that agreement. The applicants have also **agreed to comply with the City of Franklin's noise ordinances as they relate* to the standard of 79 dBA at the property boundary.**

*The sound enhancements per the County document have not been upheld.

PDD 37 also states: The applicants shall also provide a report to the Plan Commission after one year* from the new stadium's occupancy permit date to review the noise monitoring results.

*This requirement has been out of compliance since Occupancy allows the Council to determine non-compliance with PDD 37 and require compliance.

2. **Application Disclaimer*** Permitting staff should apply an application revision to include language that advertising an event before receiving a permit does not guarantee approval and shall be at the risk of the event applicant.

*This could be done in conjunction with #3 if applicable.

An application timeline of 30/45 days before an event* has been discussed. Research indicates that 2018 the application received a minimum of 45* working days before the event. It was changed on the application in 2019 and 2020 and carried through to the present. However, it is unknown if a legislative or administrative action was taken to make this change as no notes are found in Chapter 121-9 F: Application. 1) Any person intending to hold, sponsor, or produce a special event shall make a written application for a special event license and file same with the City Clerk at least 30 working days before the special event date.

*Council should make this decision and, if required, direct the City Attorney to draft the legally required documents to finalize their decision.

3. The Fireworks permit and fees* brought previously to the Council with direction to the City Attorney must comply with State Law, which requires one event per application.

*Fees should be based on the time requirements of the pertaining department (FFD & Clerk) to process each application.

4. Permit Conditions* as discussed at the COW, wherein the License and Council can approve, deny, or conditionally approve an event license upon review of an event application. Inserting “conditions or contingencies” is especially important for events with consecutive days, a series of events, past complaints, or the potential to create disturbances. Grounds for denial must be clearly stated. Condition examples are many but often relate to exceeding noise levels, parking concerns, health issues, calling the owner/operator to come before the Council to explain remedies to resolve issues when immediate action is required before continuing consecutive event day operation and giving notice to halt operation, state violation penalties, required fees for Police staffing, etc.

Clarify what a violation will be and the number of citations per violation Definition of violation and potential escalation of citation if the noise level is not reduced during the event to bring it into compliance with the permit, regulations, ordinances, codes, laws, or guidelines within a reasonable amount of time (for example, 30 minutes).

Clarification is that decibel levels above the maximum established for the event zoning district require approval by the Common Council, and the maximum decibel at the receiving district follows chart 15-3 1107 This removes any misconception that any decibel level above what is designated in chart 15-3 1007 for the receiving district and underlying zoning district does not require approval by the Common Council Any increase in the decibel levels above those indicated in Table 15-3 1107 requires approval by the Council

*Additional points for the reviewing body to consider:

Be specific: Review and place conditions as needed for items such as hours of operation, number of days, ending of ticket sales, decibel level at the receiving district, and time sound

production will begin and end. The Police Department has requested violations and conditions be clear and included on the permit.

Failure to get a Permit: Regardless of whether a use is “permitted use” in a zoning district, all events require a permit. The event type and sponsor determine the use of shorter or longer applications. Citations and fines given to the property owner/operator/applicant and the possible denial of future events are basic actions that should be considered for failure to get a permit. Details or actions taken, including citations and amounts issued, should be made known to the Legislative body for future and proper decision-making.

Application supplement: Create an amplification / amplified noise application supplement for Extraordinary Entertainment, Special Events, or Temporary Use events. This is used elsewhere.

An earlier recommendation from the Licensing Committee was to Create a Special Event / Noise Monitoring Committee like the Quarry Monitoring Committee. Time before the Council is often inadequate to address a complete event application. Potential representatives could include the police department, impacted Franklin (Greendale) residents, alderpersons, the health department, etc. Other points for input and transparency include public comments being allowed at a special event/noise monitoring committee. Audio for this special event / Noise monitoring committee would be included on the City website, and minutes to be included on the City website. A packet with the full applications, department staff, elected officials' comments, and all related materials, including previous summary reports of events that have occurred previously or complaints related to the property, to be included in the online public packet.

Place all the Documents in one place: Application to all ordinances /codes listed in Resolution 2024-8901 with a link on the online application for reference to include all ordinances, codes, and regulations to confirm law compliance. The entertainment and amusement activities and all activities conducted or arising incidental or accessory for compliance with all applicable rules, regulations, orders, ordinances, and statutes. The premises or place supporting entertainment and amusement license activities shall comply in all respects with the provisions of this section and all other applicable rules, regulations, orders, ordinances, and statutes, specifically including, but not limited to, the UDO maximum decibel allowance established at the property boundary. (121)

5. **During research, an Unfilled Council directive by motion made on December 1, 2020, was found. This motion involved working with the county on sound parameters, and a detailed writeup by a former planning manager covered many of the same topics.**
6. **Legal Uses/Grandfather Claus***, as they relate to changing the current laws, is a topic for careful consideration, especially given the UDO re-write makes clear the following:
*The new UDO RE-WRITE, 15-11-04. Continuance of Use states the law clearly.

- **Legal Nonconforming Use.** Any lawfully established use of a building or land that does not conform to the use regulations for the district in which it is located at the time of the adoption of this UDO shall be deemed to be a legal nonconforming use and may be continued, except as otherwise provided herein.
- **Continuation of Legal Nonconforming Uses.** Any legal nonconforming buildings or structures may be continued in use provided there are no physical changes other than necessary maintenance and repair, except as otherwise permitted herein.



APPLICATION
EXTRAORDINARY ENTERTAINMENT
& SPECIAL EVENT

Application must be received a minimum of 45 working days prior to event.

Event Location (address and full description) The Hill Has Eyes - A Halloween attraction for ages 12+

The address of the event is 7900 Crystal Ridge Dr. Franklin WI 53132 - The Rock Sports Complex

Owner of property Michael Zimmerman

Purpose of Event To provide a safe and fun Halloween related entertainment for all.

Date(s) and Time(s) Thursdays (10/4, 10/11, 10/18, 10/25) 6pm - 10pm, Fridays (9/28, 10/5, 10/12, 10/19, 10/26) 6pm - 11pm,

Saturdays (9/29, 10/6, 10/13, 10/20, 10/27) 6pm - 11pm, Sundays (9/30, 10/7, 10/14, 10/21, 10/28) 6pm - 10pm.

Setup date(s)/time(s) Setup will begin during business operating hours (Approximately 7am - 6pm)

Breakdown date(s)/time(s) Breakdown will begin at the conclusion of each operating date

Maximum number attending per day Approximately 1,200

Maximum number of tickets to be sold (if any) per day Approximately 1,200

Applicant The Rock Sports Complex

(If corporation, attach certified copy of Articles of Incorporation together with the name, age, residence and mailing address of each person holding more than 10% of the stock.)

Address (including City/State/Zip) 7900 Crystal Ridge Dr. Franklin, WI, 53132

Home phone 414-553-0616

Cell 414-553-0616

E-mail scotj@rocventures.org

Business phone 414-908-6317

Fax _____

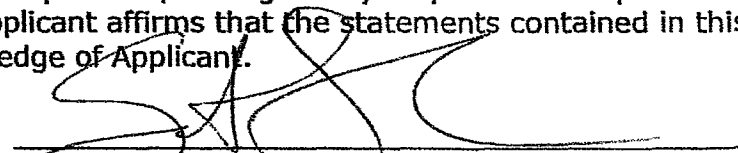
Business E-Mail scotj@rocventures.org

1. Provide plans to limit the maximum number of people permitted to assemble.
2. Provide plans for fencing the location of the special event and the gates contained in such fence. A detailed drawing must be submitted as part of this application.
3. Provide plans for supplying potable water, including the source, amount available and location of outlets.
4. Provide plans for providing toilet and lavatory facilities, including the source, number, location, type and means of disposing of waste.
5. Provide plans for holding, collecting & disposal of solid waste material.

6. Provide plans, if any,, to illuminate the location, including sources and amounts of power and location of lamps.
7. Provide plans and description for parking vehicles, including size and location of lots, highway ingress/egress, parking lots and shuttle services.
8. Provide plans for telephone services, including source, number and location.
9. Provide plans for security, including number of guards, deployment, names, addresses, credentials and hours of availability.
10. Provide plans for fire protection, including number, type and locations of all protective devices, including alarms & extinguishers, number of emergency fire personnel available.
11. Provide plans for sound control and amplification, including numbers, locations and power of amplifiers & speakers.
12. Provide plans for food and beverage concessions and concessionaires, including names, addresses and license or permit numbers.
13. Provide plans and specific descriptions for each of any other type of vendor or provider of amusements or entertainments, including names, addresses and license or permit numbers.
14. Provide Certificate of Insurance no later than 10 days prior to the event.
15. \$100.00 nonrefundable license & administration fee payable with application.
 bond letter of credit cash deposit
 (due no later than 10 days prior to the event, based upon anticipated cost of services)
 _____ Police services
 _____ Fire services
 _____ Registered Sanitarian (non-staff) services, if needed
 _____ Total estimated costs

Applicant agrees to indemnify and save harmless the City of Franklin from and against any and all liabilities, claims, demands, judgments, losses and/or all suits at law or in equity, costs and expenses, including reasonable attorney fees, for injury or death of any person or loss or damage to the property of any person, firm, organization or corporation, arising in any way as a consequence of the granting of a license for this special event. Applicant affirms that the statements contained in this application are true and correct to the best knowledge of Applicant.

Date 8/13/2018


 Signature of Applicant



EXTRAORDINARY ENTERTAINMENT & SPECIAL EVENT APPLICATION

Application must be received a minimum of 30 working days prior to event.

Event Location (address and full description) 8933 S 27th St Franklin, WI 53132
Full Service Restaurant & Bar

Owner of property Nick Dorio

Purpose of Event St Patricks Day Party

Date(s) and Time(s) 3/17/19 11:00AM-10:00pm

Setup date(s)/time(s) 3/13/19 10:00AM

Breakdown date(s)/time(s) 3/18/19 8:00AM

Maximum number attending per day 200-300 ppl

Maximum number of tickets to be sold (if any) per day N/A

Applicant BST LLC DBA Mulligans Irish Pub & Grill

(If corporation, attach certified copy of Articles of Incorporation together with the name, age, residence and mailing address of each person holding more than 10% of the stock.)

Address (including City/State/Zip) 8933 S 27th St Franklin, WI 53132

Home phone N/A Cell 414-350-8564

E-mail Drian@mulliganson27th.com Business phone 414-304-0300

Fax 414-304-0385 Business E-Mail SAME

1. Provide plans to limit the maximum number of people permitted to assemble.
2. Provide plans for fencing the location of the special event and the gates contained in such fence. A detailed drawing must be submitted as part of this application.
3. Provide plans for supplying potable water, including the source, amount available and location of outlets. N/A
4. Provide plans for providing toilet and lavatory facilities, including the source, number, location, type and means of disposing of waste.
5. Provide plans for holding, collecting & disposal of solid waste material
6. Provide plans, if any, to illuminate the location, including sources and amounts of power and location of lamps. parking lot lights



9229 W Loomis Rd, Franklin, WI 53132-9630
Telephone: 414-425-7500

City Clerk's Office
Fax: 414-425-6428

EXTRAORDINARY ENTERTAINMENT & SPECIAL EVENT APPLICATION

Application must be received a minimum of 30 working days prior to event.

Event Location (address and full description) 7035 S. Ballpark Dr.
Franklin WI 53132

Owner of property BPC Country Land, LLC

Purpose of Event Drive-in movie theater. Sound to be subject to existing sound decibel requirements.

Date(s) and Time(s) Mon thru Fri shows @ 6pm + 8:45pm; Sat shows @ 5pm, 7:45pm, 10:30pm; Sun shows @ 3pm, 6pm, 8:45pm

Setup date(s)/time(s) Setup to begin @ 2 hrs prior to showings

Breakdown date(s)/time(s) Breakdown to go on for 2 hrs after showings

Maximum number attending per day 200 cars (approx. 3 persons per car)

Maximum number of tickets to be sold (if any) per day 200

Applicant Milwaukee Milkmen Baseball, LLC

(If corporation, attach certified copy of Articles of Incorporation together with the name, age, residence and mailing address of each person holding more than 10% of the stock.)

Address (including City/State/Zip) 7044 S. Ballpark Dr. Suite 300 Franklin WI 53132

Home phone (414) 908-6310 Cell (414) 349-4771

E-mail tomj@rockventures.org Business phone (414) 908-6310

Fax NA Business E-Mail tomj@rockventures.org

1. Provide plans to limit the maximum number of people permitted to assemble.
2. Provide plans for fencing the location of the special event and the gates contained in such fence. A detailed drawing must be submitted as part of this application.
3. Provide plans for supplying potable water, including the source, amount available and location of outlets.
4. Provide plans for providing toilet and lavatory facilities, including the source, number, location, type and means of disposing of waste.
5. Provide plans for holding, collecting & disposal of solid waste material.

6. Provide plans, if any, to illuminate the location, including sources and amounts of power and location of lamps.
7. Provide plans and description for parking vehicles, including size and location of lots, highway ingress/egress, parking lots and shuttle services.
8. Provide plans for telephone services, including source, number and location.
9. Provide plans for security, including number of guards, deployment, names, addresses, credentials and hours of availability.
10. Provide plans for fire protection, including number, type and locations of all protective devices, including alarms & extinguishers, number of emergency fire personnel available.
11. Provide plans for sound control and amplification, including numbers, locations and power of amplifiers & speakers.
12. Provide plans for food and beverage concessions and concessionaires, including names, addresses and license or permit numbers.
13. Provide plans and specific descriptions for each of any other type of vendor or provider of amusements or entertainments, including names, addresses and license or permit numbers.
14. Provide Certificate of Insurance no later than 10 days prior to the event.
15. \$100.00 nonrefundable license & administration fee payable with application.

bond letter of credit cash deposit

(due no later than 10 days prior to the event, based upon anticipated cost of services)

_____ Police services

_____ Fire services

_____ Registered Sanitarian (non-staff) services, if needed

_____ Total estimated costs

Applicant agrees to indemnify and save harmless the City of Franklin from and against any and all liabilities, claims, demands, judgments, losses and/or all suits at law or in equity, costs and expenses, including reasonable attorney fees, for injury or death of any person or loss or damage to the property of any person, firm, organization or corporation, arising in any way as a consequence of the granting of a license for this special event. Applicant affirms that the statements contained in this application are true and correct to the best knowledge of Applicant.

Date 05/18/2020



Signature of Applicant

RECEIVED _____ REPORTED TO COUNCIL _____ LICENSE # _____ SERVICE FEE TO BE INVOICED _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 16, 2024
REPORTS & RECOMMENDATIONS	Budget Preparation Timetable for the 2025 Budget	ITEM NUMBER 15.11.

Per Section 13-2.A. of Chapter 13, "Budget", of the Franklin Municipal Code, it states that "Each year the Mayor shall present a budget timetable to the Common Council no later than the first Tuesday in May, for the review and approval of the Common Council."

This year's proposed schedule reflects a similar schedule to the ones used in recent years and also incorporates the timeline for Finance Committee review of the Mayor's Recommended Budget per the municipal code change in 2020. Please note the budget process from release to approval is compressed due to where the meetings fall on the calendar. If additional time is needed to adopt the final budget, calculation of property taxes may be hindered.

As noted in the timetable, the initial release and presentation of the Mayor's Recommended Budget and major budget initiatives will occur at the regularly scheduled Common Council Meeting of September 17, 2024. The remainder of the budget timetable coincides with regularly scheduled Committee of the Whole and Common Council meetings except for the need for a Special Committee of the Whole meeting to be scheduled for Monday, October 28th, and a Special Common Council Meeting to be scheduled for Tuesday, November 12th. This Special Common Council Meeting is important in adopting the 2025 budget in a timely manner so the Finance and Treasury Department can work on property tax preparation.

As noted in prior years, the November 12th public hearing date does not provide an opportunity to delay adoption of the budget to a future regular Common Council meeting due to the work necessary to prepare and distribute property tax bills. As such, if not adopted on November 12th, then a Special Common Council meeting for shortly thereafter would be necessary. The expectation is that this would not be necessary as the Common Council would already have had the budget to consider for 8 weeks.

COUNCIL ACTION REQUESTED

Motion to adopt the 2025 Annual Budget - Budget Preparation Timetable, dated April 16, 2024, as presented, subject to any future regular meeting schedule changes if so made by the Common Council.

Mayor – JN / DOA – KH

Budget Process and Calendar

Pursuant to Section 13-2.A. of the Municipal Code of the City of Franklin, each year, the Mayor presents a budget timetable to the Common Council no later than the first Tuesday in May, for the review and approval of the Common Council. Each year, the Mayor, with the assistance of the Director of Administration, Director of Finance and Treasurer, all other department heads, and other staff as the Mayor determines is appropriate, is responsible for the preparation of the Mayor's Recommended Annual Budget, presenting a financial plan for conducting the affairs of the City for the ensuing calendar year, and submits it to the Finance Committee for its review. Upon its review of the Recommended Budget, the Finance Committee submits its recommended changes to the Common Council for review and approval.

The annual budget includes:

- Expenses of conducting each department and activity of the City for the ensuing fiscal year and corresponding items for the current year and last preceding fiscal year, with reasons for increase and decrease recommended as compared with appropriations for the current year.
- An itemization of all anticipated income of the City from sources other than general property taxes and bond proceeds, with a comparative statement of the amounts received by the City from each of the sources for the last preceding and current fiscal year.
- An itemization of the amount of money to be raised from general property taxes, which, with income from other sources, will be necessary to meet the proposed expenditures.
- Any other information required by the Council and State law.

As required by law, the Common Council holds a public hearing on the proposed budget before final approval.

After approval of the annual budget by the Common Council, the amount of the tax to be levied or certified and the amounts of the various appropriations and the purposes thereof cannot be changed except by a two-thirds vote of the entire membership of the Common Council. Notice of such amendment is to be given by publication within 10 days thereafter in the Official City Newspaper.

No money is to be drawn from the treasury of the City or any obligation for the expenditure of money be incurred except in pursuance of the annual appropriation in the adopted budget or when changed as authorized. At the close of each fiscal year, any unencumbered balance of an appropriation reverts to the general fund and is subject to re-appropriation. Appropriations may be made by the Common Council, to be paid out of the income of the current year, for improvements or other objects or works that will not be completed within such year, and any such appropriations continue until the purpose for which it was made have been accomplished or abandoned.

**CITY OF FRANKLIN
2025 ANNUAL BUDGET
BUDGET PREPARATION TIMETABLE
April 16, 2024**

Tuesday, April 16	2025 Budget Preparation Timetable presented to the Common Council.
Wednesday, June 12	Begin budget process internally.
Tuesday, September 17	Presentation of Mayor’s Recommended Budget to Common Council.
Wednesday, September 18 to Tuesday, October 8	Finance Committee review of Mayor’s Recommended Budget.
Wednesday, September 18 to Tuesday, October 15	Aldermen may contact department heads with budget questions.
Tuesday, October 15	Common Council discussion/decision regarding Finance Committee recommendations and initial changes to the budget. Last day for budget changes to be included in the Public Hearing Notice.
October 15—November 12	Continued deliberation of the proposed budget.
Wednesday, October 16	Preparation/Submission of Budget Public Hearing Notice to City’s official newspaper.
Wednesday, October 23	Publication of Preliminary Budget and Public Hearing Notice in City’s official newspaper.
Monday, October 28	*Special - Committee of the Whole Meeting available for discussion of any budget topics as may be needed.
Wednesday, November 6	Regular Common Council Meeting, discussion of the 2025 Budget.
Tuesday, November 12	<u>Special Common Council Meeting</u> : Public Hearing on the Annual Budget and Adoption of 2025 Annual Budget. [Note: This date does not provide an opportunity for delay of adoption without a special meeting soon thereafter.]

Note: Subsequent actions that may affect the Common Council’s regular meeting schedule may impact this calendar.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 16, 2024
Reports & Recommendations	A Resolution to Award The 2024 Local Street Improvement Program Contract to Payne & Dolan, Inc., in the Amount of \$1,726,486.35	ITEM NO. Ald. Dist. 1, 2, 3, 4 B112

BACKGROUND

On February 21, 2024, Common Council authorized Staff to advertise and bid the 2024 Local Street Improvement Program Resurfacing (LSIP) and Local Street Preventative Maintenance Program (LSPM) contracts. The LSIP contract contains the segments receiving pulverize or mill and overlay treatments. The LSPM contract will be brought to Common Council at a future meeting after bids are received.

The LSIP is anticipated to begin in June with completion in September.

Portions of the following roads were included in the 2024 LSIP bid documents:

- Base Bid – W. Puetz Road, W. Minnesota Avenue, S. 49th Street
- Alternate No. 1 – W. Franklin Drive
- Alternate No. 2 – W. Marquette Avenue
- Alternate No. 3 – S. 84th Street

Notification letters were sent out to property owners along the base bid road segments. If awarded the remaining segments bid as alternates will receive notification letters as well. In addition to the letters, information on the road program will be posted on the public construction section on the City website (Departments→Public Works→Engineering→Public Construction).

ANALYSIS

Three bids were received on April 4, 2024, for the 2024 LSIP. The bids received were as follows (bid tab is included in the packet):

	<i>Engineer Estimate</i>	Payne & Dolan, Inc.	Wolf Paving	Stark Pavement Corp.
Base Bid	\$1,211,113.25	\$1,138,859.10	\$1,189,951.10	\$1,309,304.50
Alternate No. 1	\$141,702.50	\$146,605.00	\$147,095.00	\$151,770.00
Alternate No. 2	\$185,832.50	\$156,175.75	\$179,873.80	\$183,796.25
Alternate No. 3	\$314,842.50	\$284,846.50	\$322,220.00	\$327,207.50
TOTAL	\$1,853,490.75	\$1,726,486.35	\$1,839,139.90	\$1,972,078.25

The 2024 adopted budget includes \$2,200,000 in Street Ext/Improvement/Construction (47-0331-5823).

Staff recommends the award of the base bid, alternate no. 1, alternate no.2, and alternate no. 3 to Payne & Dolan, Inc., in the amount of \$1,726,486.35.

If all alternates are selected, portions of the following streets would be included in the awarded contract:

- W. Puetz Road (W. St Martins Road to S. 76th Street)
- W. Minnesota Avenue (S. 51st Street to S. 49th Street)
- S. 49th Street (W. Marquette Avenue to W. Rawson Avenue)
- W. Franklin Drive (eastbound lanes, S. 60th Street to S. 54th Street)
- W. Marquette Avenue (Pleasant View Elementary to east termini)
- S. 84th Street (W. Puetz Road to W. Hilltop Lane)

OPTIONS

1. Award the base bid, alternate no. 1, alternate no. 2, and alternate no. 3 or
2. Other direction from the Common Council.

FISCAL NOTE

The 2024 adopted budget allocated \$2,200,00 in available funds for the City’s road program (47-0331-5823).

47-0331-5823	\$2,200,000.00
Base bid	-\$1,138,859.10
Alternate no. 1	-\$146,605.00
Alternate no. 2	-\$156,175.75
Alternate no. 3	-\$284,846.50
Anticipated 2023 LSPM Contract	-\$175,000.00
Anticipated DPW/material costs	-\$248,000.00
Remainder/contingency	\$50,513.65

Staff is also working on a budget amendment elsewhere on the agenda for carryover of remaining funds from the 2023 road program contracts (\$67,139.90), which would be in addition to the remainder/contingency shown, however that is not included in the table above.

COUNCIL ACTION REQUESTED

(Optional) Motion to adopt Resolution No. 2024 - _____, a resolution to award the 2024 Local Street Improvement Program contract to Payne & Dolan, Inc., in the amount of \$1,726,486.35.

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION TO AWARD
THE 2024 LOCAL STREET IMPROVEMENT PROGRAM CONTRACT
TO PAYNE & DOLAN, INC., IN THE AMOUNT OF \$1,726,486.35

WHEREAS, the City of Franklin advertised and solicited bids for the 2024 Local Street Improvement Program; and

WHEREAS, three bids were received on April 4, 2024 and Payne & Dolan, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, Payne & Dolan, Inc. is a qualified public works contractor; and

WHEREAS, DPW expenses and overruns are budgeted at 14 percent of the expenses; and

WHEREAS, the 2024 City Budget included \$2,200,000 for street improvements; and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the contract for the 2024 Local Street Improvement Program in the amount of \$1,726,486.35 to Payne & Dolan, Inc.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 2024 Local Street Improvement Program contract to Payne & Dolan, Inc.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

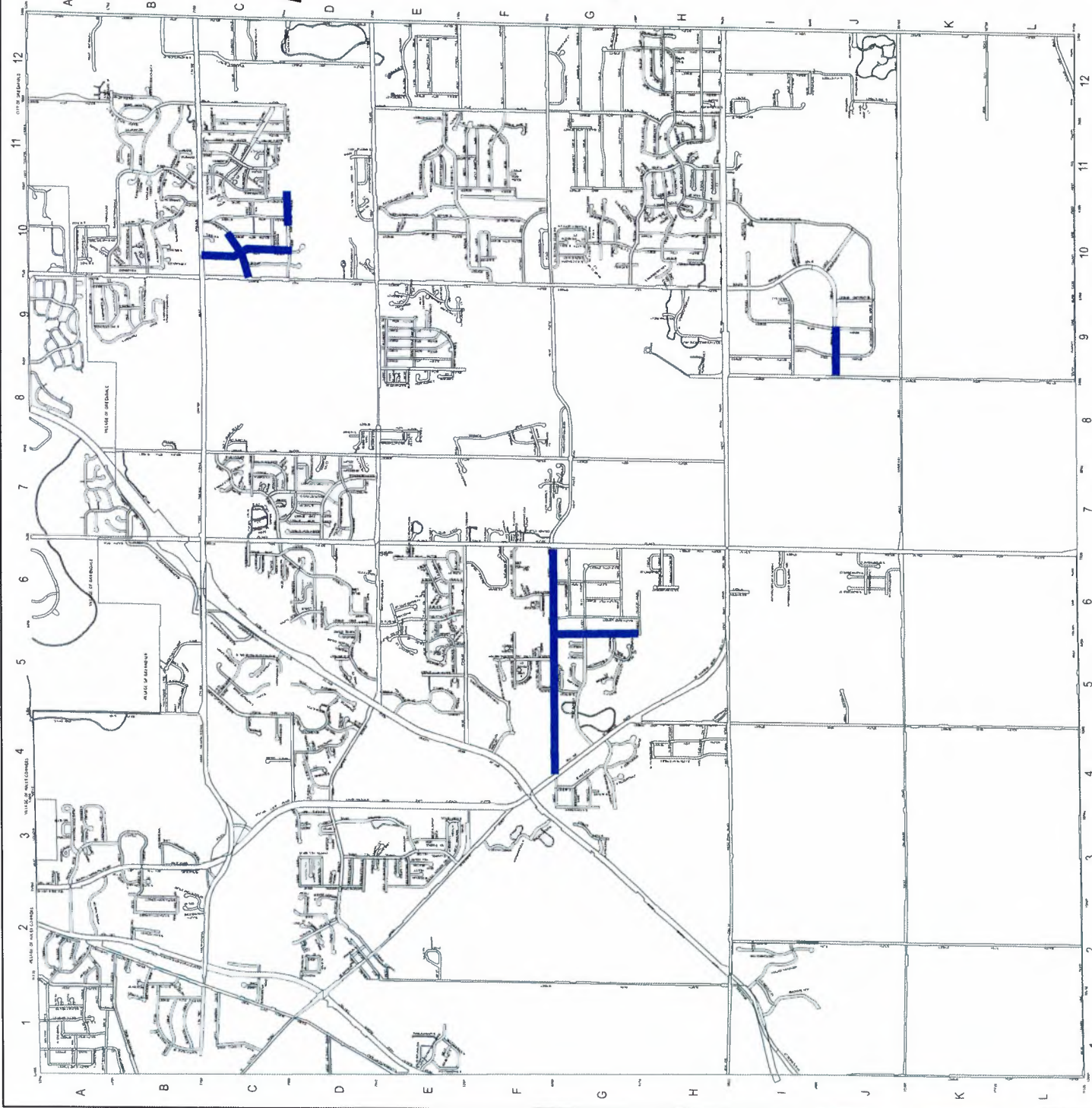
AYES _____ NOES _____ ABSENT _____

Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Payne & Dolan, Inc.		Wolf Paving		Stark Pavement Corp	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	1	BASE BID NO 1 W/ PUETZ RD. W/ MINNESOTA AVE. S. 49TH ST										
1	1	Pulverize Asphaltic Pavement	SY	30685	\$3.25	\$99,726.25	\$2.50	\$1,138,859.10	\$2.80	\$85,918.00	\$3.60	\$1,109,304.50
2	2	M II Asphaltic Pavement	SY	4890	\$2.50	\$12,475.00	\$1.30	\$6,487.00	\$2.28	\$11,377.20	\$3.50	\$17,465.00
3	3	Excavation Common	CY	610.2	\$23.00	\$14,034.60	\$26.00	\$15,865.20	\$36.00	\$21,967.20	\$39.00	\$23,797.80
4	4	Remove & Regrade Shoulder	LF	10456	\$2.00	\$20,912.00	\$6.20	\$64,827.20	\$2.25	\$23,526.00	\$5.50	\$57,508.00
5	5	Prepare Foundation for Asphaltic Paving	SY	5305	\$3.00	\$15,915.00	\$1.45	\$7,692.75	\$1.50	\$7,957.50	\$2.00	\$10,610.00
6	6	Base Aggregate Stabilization	TON	463	\$45.00	\$20,835.00	\$44.75	\$20,719.25	\$45.00	\$20,835.00	\$55.00	\$25,465.00
7	7	Base Aggregate Dense 3/4-inch	TON	27	\$40.00	\$1,080.00	\$38.00	\$1,026.00	\$38.00	\$1,026.00	\$38.00	\$1,026.00
8	8	Base Aggregate Dense 1 1/4-inch	TON	711	\$25.00	\$17,775.00	\$31.00	\$22,041.00	\$25.00	\$17,775.00	\$35.00	\$24,885.00
9	9	HMA Pavement (3 LT 58-28 S)	TON	7050	\$73.00	\$514,650.00	\$56.00	\$394,800.00	\$66.00	\$465,900.00	\$72.85	\$513,582.50
10	10	HMA Pavement (5 LT 58-28 H)	TON	3875	\$85.00	\$329,375.00	\$87.50	\$339,062.50	\$86.00	\$333,250.00	\$86.00	\$333,250.00
11	11	Track Coat	GAL	2430	\$2.50	\$6,075.00	\$2.20	\$5,346.00	\$3.00	\$7,290.00	\$3.00	\$7,290.00
12	12	Concrete Pavement 8-inch	SY	30	\$70.00	\$2,100.00	\$68.00	\$2,040.00	\$70.00	\$2,100.00	\$70.00	\$2,100.00
13	13	Remove and Replace Concrete Curb & Gutter	LF	170	\$25.00	\$4,250.00	\$26.00	\$4,420.00	\$26.00	\$4,420.00	\$26.00	\$4,420.00
14	14	Concrete Flume	EA	4	\$600.00	\$2,400.00	\$1,300.00	\$5,200.00	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00
15	15	Adjust and Repa - Sanitary Manhole	EA	39	\$1,600.00	\$62,400.00	\$1,480.00	\$57,120.00	\$1,480.00	\$57,120.00	\$1,480.00	\$57,120.00
16	16	Adjust and Repa - Water Valve Box	EA	24	\$750.00	\$18,000.00	\$600.00	\$14,400.00	\$600.00	\$14,400.00	\$600.00	\$14,400.00
17	17	Adjust and Repair Storm Inlet	EA	5	\$1,350.00	\$6,750.00	\$1,275.00	\$6,375.00	\$1,300.00	\$6,500.00	\$1,300.00	\$6,500.00
18	18	Rebul or Replace Storm Manhole	EA	2	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00
19	19	Remove and Replace Concrete Sidewalk	SF	300	\$12.00	\$3,600.00	\$14.00	\$4,200.00	\$18.00	\$5,400.00	\$18.00	\$5,400.00
20	20	Remove and Replace Epoxy 4 inch White	LF	13170	\$1.20	\$15,804.00	\$0.60	\$7,902.00	\$0.60	\$7,902.00	\$0.60	\$7,902.00
21	21	Pavement Marking Epoxy 4-inch Yellow	LF	10297	\$1.20	\$12,356.40	\$0.60	\$6,178.20	\$0.60	\$6,178.20	\$0.60	\$6,178.20
22	22	Pavement Marking Epoxy 4-inch Yellow	LF	10297	\$1.20	\$12,356.40	\$0.60	\$6,178.20	\$0.60	\$6,178.20	\$0.60	\$6,178.20
23	23	Curb Ramp Detachable Warning Field Yellow	EA	4	\$400.00	\$1,600.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
24	24	Construction Staking Curb Ramps	EA	4	\$500.00	\$2,000.00	\$150.00	\$600.00	\$350.00	\$1,400.00	\$200.00	\$800.00
25	25	Traffic Control (W/ Puetz Rd. S. 49th St. W/ Minnesota Ave)	LS	1	\$7,800.00	\$7,800.00	\$4,955.00	\$4,955.00	\$4,903.00	\$4,903.00	\$4,903.00	\$4,903.00
MANDATORY ALTERNATE NO. 1 (W/ FRANKLIN DR)						\$141,702.50		\$146,605.00		\$147,095.00		\$151,770.00
26	26	M II Asphaltic Pavement	SY	4760	\$2.50	\$11,900.00	\$1.50	\$7,140.00	\$2.30	\$10,948.00	\$3.50	\$16,660.00
27	27	Remove and Replace Asphalt Binder	SY	45	\$95.00	\$4,275.00	\$114.00	\$5,130.00	\$150.00	\$6,750.00	\$200.00	\$9,000.00
28	28	Base Aggregate Sub-lization	TON	32	\$45.00	\$1,440.00	\$44.75	\$1,432.00	\$45.00	\$1,440.00	\$55.00	\$1,760.00
29	29	Base Aggregate Dense 3/4-inch	TON	32	\$40.00	\$1,280.00	\$38.00	\$1,216.00	\$38.00	\$1,216.00	\$38.00	\$1,216.00
30	30	HMA Pavement (4 LT 58-28 V)	TON	730	\$85.00	\$62,050.00	\$82.00	\$59,860.00	\$86.00	\$62,780.00	\$86.00	\$62,780.00
31	31	Track Coat	GAL	335	\$2.50	\$837.50	\$2.20	\$737.00	\$3.00	\$1,005.00	\$3.00	\$1,005.00
32	32	Remove and Replace Concrete Curb & Gutter	LF	400	\$75.00	\$30,000.00	\$73.35	\$29,340.00	\$75.00	\$30,000.00	\$75.00	\$30,000.00
33	33	Adjust and Repair Sanitary Manhole	EA	1	\$1,600.00	\$1,600.00	\$1,480.00	\$1,480.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
34	34	Adjust and Repa - Water Valve Box	EA	1	\$750.00	\$750.00	\$700.00	\$700.00	\$750.00	\$750.00	\$750.00	\$750.00
35	35	Adjust and Repair Storm Inlet	EA	9	\$2,350.00	\$21,150.00	\$1,275.00	\$11,475.00	\$1,300.00	\$11,700.00	\$1,400.00	\$12,600.00
36	36	Adjust and Repair Storm Manhole	EA	6	\$1,500.00	\$9,000.00	\$1,275.00	\$7,650.00	\$1,400.00	\$8,400.00	\$1,600.00	\$9,600.00
37	37	Pavement Marking Epoxy 4-inch White	LF	350	\$1.20	\$420.00	\$1.50	\$525.00	\$1.50	\$525.00	\$1.50	\$525.00
38	38	Traffic Control (W/ Franklin Dr.)	LS	1	\$2,000.00	\$2,000.00	\$1,745.00	\$1,745.00	\$1,745.00	\$1,745.00	\$1,745.00	\$1,745.00
39	39	Rebul id or Replace Storm Inlet	EA	1	\$4,000.00	\$4,000.00	\$4,175.00	\$4,175.00	\$7,000.00	\$7,000.00	\$5,750.00	\$5,750.00
MANDATORY ALTERNATE NO. 2 (W/ MARQUETTE AVE)						\$185,832.50		\$156,175.75		\$179,873.80		\$183,786.25
40	40	M II Asphaltic Pavement	SY	3520	\$2.50	\$8,800.00	\$1.50	\$5,280.00	\$2.79	\$9,820.80	\$3.50	\$12,320.00
41	41	Prepare Foundation for Asphaltic Paving	SY	3520	\$3.00	\$10,560.00	\$1.20	\$4,224.00	\$1.75	\$6,160.00	\$2.00	\$7,040.00
42	42	Base Aggregate Sub-lization	TON	47	\$45.00	\$2,115.00	\$44.75	\$2,103.25	\$45.00	\$2,115.00	\$55.00	\$2,585.00
43	43	Base Aggregate Dense 3/4-inch	TON	47	\$40.00	\$1,880.00	\$38.00	\$1,784.00	\$38.00	\$1,784.00	\$38.00	\$1,784.00
44	44	HMA Pavement (3 LT 58-28 S)	TON	705	\$73.00	\$514,650.00	\$54.70	\$384,563.50	\$70.00	\$493,500.00	\$71.25	\$502,312.50
45	45	HMA Pavement (5 LT 58-28 H)	TON	380	\$85.00	\$32,300.00	\$89.00	\$33,820.00	\$91.00	\$34,580.00	\$88.00	\$33,440.00
46	46	Track Coat	GAL	245	\$2.50	\$612.50	\$2.20	\$539.00	\$3.00	\$735.00	\$3.00	\$735.00
47	47	Remove and Replace Concrete Curb & Gutter	LF	500	\$75.00	\$37,500.00	\$68.00	\$34,000.00	\$75.00	\$37,500.00	\$75.00	\$37,500.00
48	48	Adjust and Repair Sanitary Manhole	EA	2	\$1,600.00	\$3,200.00	\$1,480.00	\$2,960.00	\$1,600.00	\$3,200.00	\$1,600.00	\$3,200.00
49	49	Adjust and Repair Water Valve Box	EA	8	\$750.00	\$6,000.00	\$700.00	\$5,600.00	\$750.00	\$6,000.00	\$750.00	\$6,000.00
50	50	Adjust and Repa - Storm Inlet	EA	4	\$1,350.00	\$5,400.00	\$1,275.00	\$5,100.00	\$1,300.00	\$5,200.00	\$1,400.00	\$5,600.00
51	51	Adjust and Repair Storm Manhole	EA	4	\$1,500.00	\$6,000.00	\$1,275.00	\$4,900.00	\$1,400.00	\$5,600.00	\$1,600.00	\$6,400.00
52	52	Remove and Replace Concrete Sidewalk	SF	525	\$12.00	\$6,300.00	\$14.00	\$7,350.00	\$19.00	\$9,975.00	\$18.00	\$9,450.00
53	53	Curb Ramp Detachable Warning Field Yellow	EA	7	\$400.00	\$2,800.00	\$500.00	\$3,500.00	\$500.00	\$3,500.00	\$500.00	\$3,500.00
54	54	Construction Staking Curb Ramps	EA	7	\$500.00	\$3,500.00	\$150.00	\$1,050.00	\$350.00	\$2,450.00	\$200.00	\$1,400.00
55	55	Traffic Control (W/ Marquette Ave)	LS	1	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$6,877.00	\$6,877.00	\$3,250.00	\$3,250.00
MANDATORY ALTERNATE NO. 3 (S 84TH ST)						\$174,842.50		\$284,846.50		\$322,220.00		\$327,207.50
56	56	Pulverize Asphaltic Pavement	SY	9830	\$3.25	\$31,947.50	\$1.80	\$17,694.00	\$3.00	\$29,490.00	\$3.25	\$31,947.50
57	57	Base Aggregate Stabilization	TON	131	\$45.00	\$5,902.50	\$44.75	\$5,862.25	\$45.00	\$5,902.50	\$55.00	\$7,207.50
58	58	Base Aggregate Dense 3/4-inch	TON	12	\$40.00	\$480.00	\$38.00	\$456.00	\$38.00	\$456.00	\$38.00	\$456.00
59	59	HMA Pavement (3 LT 58-28 S)	TON	1865	\$73.00	\$143,445.00	\$56.25	\$108,566.25	\$68.00	\$133,620.00	\$71.00	\$139,515.00
60	60	HMA Pavement (5 LT 58-28 H)	TON	1060	\$85.00	\$90,100.00	\$83.25	\$88,845.00	\$86.00	\$91,160.00	\$87.50	\$92,750.00
61	61	Track Coat	GAL	690	\$2.50	\$1,725.00	\$2.20	\$1,518.00	\$3.00	\$2,070.00	\$3.00	\$2,070.00
62	62	Remove and Replace Concrete Curb & Gutter	LF	50	\$75.00	\$3,750.00	\$78.00	\$3,900.00	\$85.00	\$4,250.00	\$80.00	\$4,000.00
63	63	Concrete Flume	EA	2	\$600.00	\$1,200.00	\$1,300.00	\$2,600.00	\$1,600.00	\$3,200.00	\$1,850.00	\$3,700.00
64	64	Adjust and Repair Sanitary Manhole	EA	11	\$1,600.00	\$17,600.00	\$1,480.00	\$16,280.00	\$1,600.00	\$17,600.00	\$1,600.00	\$17,600.00
65	65	Adjust and Repair Water Valve Box	EA	6	\$750.00	\$4,500.00	\$700.00	\$4,200.00	\$750.00	\$4,500.00	\$750.00	\$4,500.00
66	66	Adjust and Repa - Storm Inlet	EA	2	\$1,350.00	\$2,700.00	\$1,275.00	\$2,550.00	\$1,300.00	\$2,600.00	\$1,400.00	\$2,800.00
67	67	Rebul id or Replace Storm Manhole	EA	2	\$4,000.00	\$8,000.00	\$4,175.00	\$8,350.00	\$7,000.00	\$14,000.00	\$5,750.00	\$11,500.00
68	68	Adjust and Repair Storm Manhole	EA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$1,600.00	\$1,600.00
69	69	Traffic Control (S 84th St.)	LS	1	\$2,000.00	\$2,000.00	\$12,750.00	\$12,750.00	\$12,817.00	\$12,817.00	\$6,750.00	\$6,750.00
TOTAL BASE + ALT 1 + ALT 2 + ALT 3						\$1,853,490.75		\$1,776,486.35		\$1,839,139.90		\$1,972,078.25

CITY OF FRANKLIN 2024 Local Street Improvement Program



 PULVERIZE/MILL & OVERLAY



BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 16, 2024
Reports & Recommendations	A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 9533 West Ryan Road, TKN 894 9002 000	ITEM NO. Ald. Dist. 6 H.13.

BACKGROUND

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

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

The property owners of 9533 West Ryan Road are required to install green infrastructure improvements as part of their single-family home construction because it will include more than 5,000 square feet of new impervious surface. A rain garden will be constructed as the storm water management facility onsite to account for the new impervious surface.

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said the storm water facilities maintenance agreement and the storm water management access easement, and have them recorded with the Register of Deeds for Milwaukee County.

FISCAL NOTE

All costs associated with storm water facilities maintenance are to be paid by the development/property owner or homeowners association as stated in the individual agreement.

RECOMMENDATION

Motion to adopt Resolution No. 2024- _____ a resolution for acceptance of a storm water facilities maintenance agreement and a storm water management access easement for 9533 West Ryan Road, TKN 894 9002 000.

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 -

A RESOLUTION FOR ACCEPTANCE OF A
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A
STORM WATER MANAGEMENT ACCESS EASEMENT
FOR 9533 WEST RYAN ROAD, TKN 894 9002 000

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the
City of Franklin that it would be in the best interest of the City to accept such Storm Water
Facilities Maintenance Agreement and Storm Water Management Access Easement, and,
therefore, the Mayor and City Clerk are hereby authorized and directed to execute them on
behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said
maintenance agreement and access 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 _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

STORM WATER FACILITIES MAINTENANCE AGREEMENT

Davidson Residence
9533 W. Ryan Road
TKN 894 9002 000

This AGREEMENT, made and entered into this 1st day of April, 2024, by and between Eric Davidson and Deborah Davidson, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

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

Lot 2 of Certified Survey Map No. 9163, recorded on September 26, 2019 as Document No. 10910841, being a redivision of Lot 2, Certified Survey Map No. 7363. Being a part of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 29, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

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

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners' association and all owners of the property or any portion thereof), agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 15-8.0600 Unified Development Ordinance of the City of Franklin and in Chapter 13 Surface and Stormwater Rules of the Milwaukee Metropolitan Sewerage District (MMSD) be constructed and maintained on the Property; and

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

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

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan approved March 22, 2024 by the City Engineer and submitted as part of the as-built

drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.

2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of MMSD rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located

on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

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

SEALED IN PRESENCE OF:

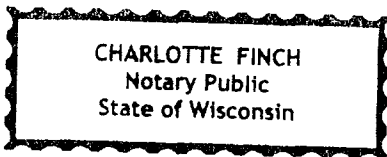
Eric Davidson

Deborah Davidson, Owner

By: Eric Davidson and Deborah Davidson

STATE OF WISCONSIN)ss.
Kenosha COUNTY)

Personally came before me this 1st day of April, 2024 the above named Eric Davidson and Deborah Davidson, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in the capacity indicated.



Charlotte Finch
Notary Public, Kenosha County, WI
()
My commission expires September 15, 2024

CITY OF FRANKLIN

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

COUNTERSIGNED:

By: _____ (Seal)
Name: Shirley J. Roberts
Title: City Clerk

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

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

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

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved: _____
Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

OPERATION AND MAINTENANCE INSPECTION

RAIN GARDEN INSPECTION AND MAINTENANCE

This section provides guidance on maintenance activities that are typically required, along with suggested frequency for each activity. Individual systems may have more maintenance needs depending on a variety of factors including the occurrence of local regional hydrologic conditions, and the upstream land use. Site-specific maintenance plans should be consulted, as the successful functionality of the rain garden may have specific requirements that were considered during design.

Referring to Planting Plans & Photos It is especially important to refer to planting plans that show what types of vegetation should be present, and where maintenance crews should mow.

Timing of Inspections Rain garden maintenance can typically be performed as part of landscaping. Regular inspection and maintenance, beginning after snow melt, is critical to the operation of rain gardens to insure they remain clear of leaves and debris, support plants, and are free draining. In addition, because erosion and inflows from large storm events, and vegetation, cause erosion and ponding, and clog downspouts, rain gardens should be inspected after a rain event of 2 inches in 24 hours or more. Inspection during the time of weed growth is critical, as it is usually the top maintenance activity associated with these systems. For the northern area, this will begin in late May / early June.

Inspection Focus Inspections should focus on the growth and condition of vegetation, weeds or invasives, soil conditions (especially sediment build-up or clogging), and stormwater runoff and erosion. Maintenance of any items identified in the inspections should be completed as part of the inspection.

Initial Site Inspection: A site inspection should be performed after snow melt (mid-April) to identify items that would not be covered in the expected annual maintenance visits. This would include:

- Identifying any bare areas in the rain gardens
- Identifying any low or eroded areas in the engineered soil
- Identifying any structural component issues

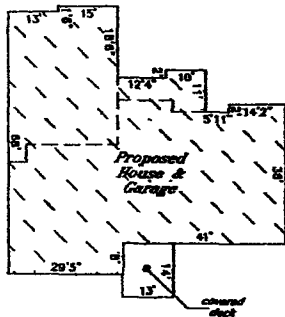
Manual Weed Control: Depending on establishment and condition of planting beds, manual weeding visits could occur during the typical six month growing season of mid-April to mid-October.

STORM SEWER ACCESS EASEMENT EXHIBIT

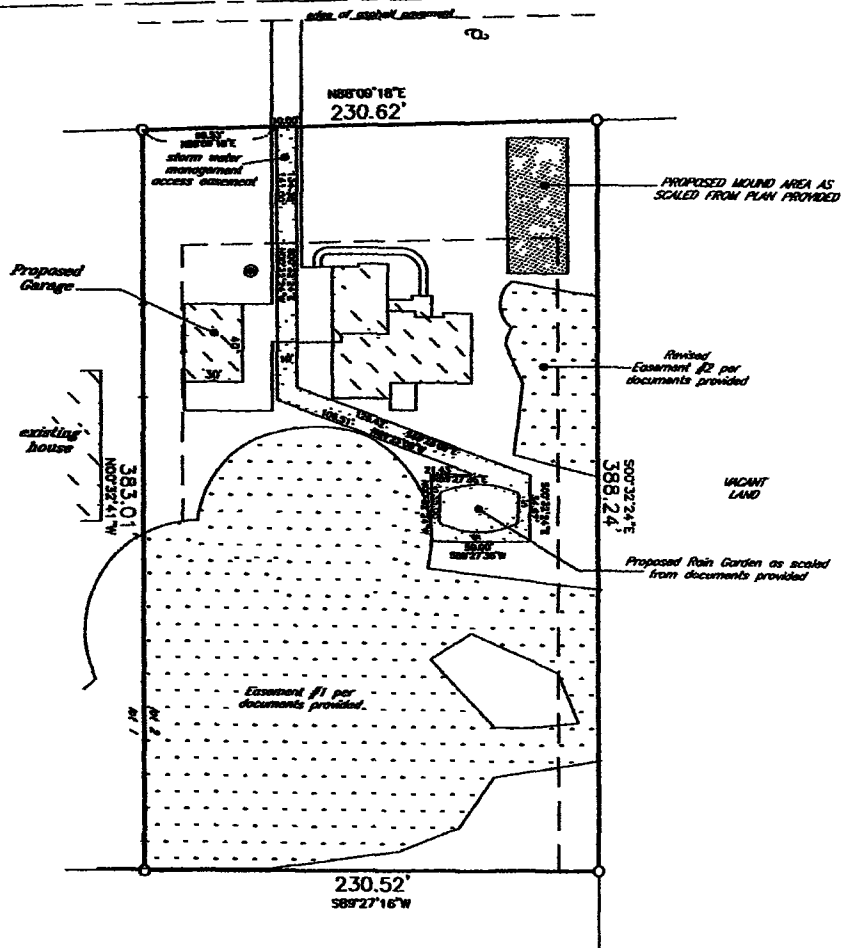
West Ryan Road

address: 9533 W Ryan Road.

DETAIL



tax key no. 8949002000



LEGAL DESCRIPTION OF STORM WATER MANAGEMENT ACCESS EASEMENT. Part of Lot 2 of Certified Survey Map No. 9163, a plat of record, lying and being in part of the Northeast Quarter of Section 29, Town 5 North, Range 21 East of the Fourth Principal Meridian; being in the City of Franklin, County of Milwaukee, State of Wisconsin and being more particularly described as: Commencing at the northwest corner of said Lot 2; thence N88°09'18"E along the north line thereof 68.53 feet to the point of beginning; thence continue N88°09'18"E along said north line 10.00 feet; thence S00°32'24"E 134.38 feet; thence S89°23'09"E 126.42 feet, thence S00°32'24"E 34.67 feet; thence S89°27'36"W 50.00 feet; thence N00°32'24"W 35.00 feet; thence N89°27'36"E 21.43 feet; thence N69°23'09"W 106.51 feet, thence N00°32'24"W 141.00 feet to the north line of aforesaid Lot 2 and to the point of beginning.

J.K.R. SURVEYING, INC.
8121 22ND AVENUE
KENOSHA, WI 53143
Phone 262-652-8110



I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof

[Signature]
Reg. Land Surveyor
March 28, 2024
Revised 3/28/24

Scale
1" = 60'



Plat of Survey of
LOT 2 OF
CERTIFIED SURVEY MAP NO. 9163
in NE1/4 Section 29-5-21
CITY OF FRANKLIN
MILWAUKEE COUNTY, WIS.

-for-
Harpe Development
8501 75th Street, Suite H
Kenosha, WI 53142
262-694-1677

EXHIBIT "C"

LEGAL DESCRIPTION OF AREA

Part of Lot 2 of certified survey map No. 9163, a plat of record; lying and being in part of the Northeast Quarter of Section 29, Town 5 North, Range 21 East of the Fourth Principal Meridian; being in the City of Franklin, County of Milwaukee, State of Wisconsin and being more particularly described as: Commencing at the northwest corner of said lot 2; thence N88°09'18"E along the north line thereof 68.53 feet to the point of beginning; thence continue N88°09'19"E along said north line 10.00 feet; thence S00°32'24"E 134.38 feet; thence S69°23'09" E 126.42 feet; thence S00°32'24"E 34.67 feet; thence S89°27'36"W 50.00 feet; thence N00°32'24"W 35.00 feet; thence N89°27'36"E 21.43 feet; thence N69°23'09"W 106.51 feet; thence N00°32'24"W 141.00 feet to the north line of aforesaid Lot 2 and to the point of beginning.

STORM WATER MANAGEMENT ACCESS EASEMENT

Davidson Residence
9533 W. Ryan Road
TKN 894 9002 000

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City" or "Grantee," and Eric Davidson and Deborah Davidson, hereinafter called "Grantor".

WITNESSETH

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northeast Quarter of Section Twenty-Nine (29), Township Five (5) North, Range Twenty-One (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the Grantor, at the sole cost and expense of the Grantor.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Grantor, be replaced in substantially the same condition as it was prior to such disturbance. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.

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

15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.
16. The easement and rights created herein, together with the obligations herein imposed, are appurtenant to and running with the land, and shall inure to the benefit of and be binding upon Grantor and the City and their respective successors, grantees and assigns, and all parties claiming by, through or under them, including but not limited to, all present and future owners, purchasers, mortgagees, tenants and occupants of, and any persons acquiring an interest in, the Property.

[The remainder of this page is blank. Signature page follows]

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

ON THIS DATE OF: April 1, 2024

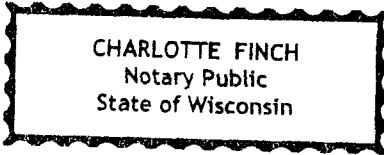
GRANTOR: Eric Davidson
Deborah Davidson (Seal)

Eric Davidson and Deborah Davidson

STATE OF Wisconsin

COUNTY OF Kenosha SS

Personally came before me this 1st day of April, 2024, the above named Eric and Deborah Davidson, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Charlotte Finch
Notary Public
(
My commission expires September 15, 2024
My commission expires _____

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)

SS
COUNTY OF MILWAUKEE)

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

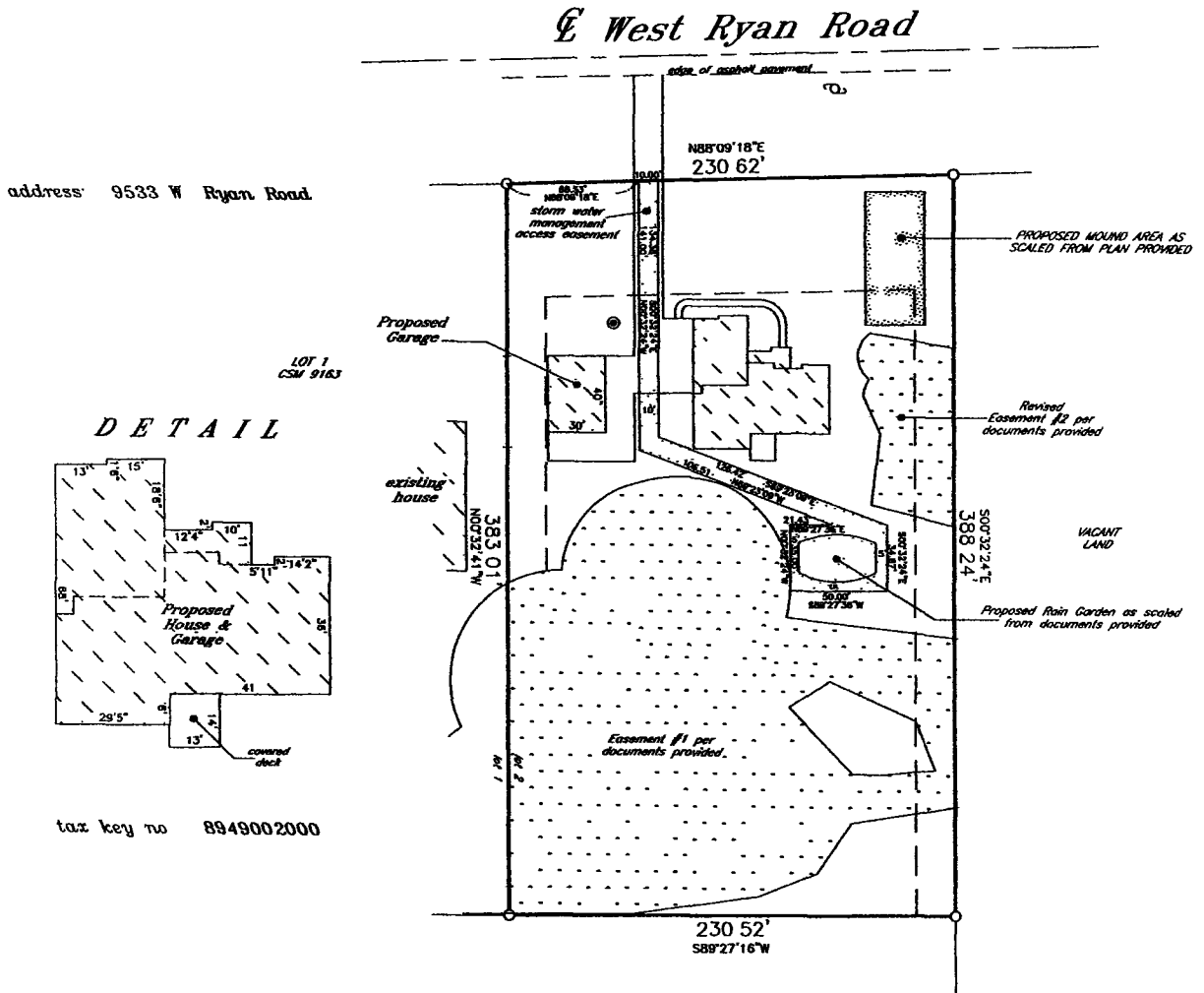
Notary Public, Milwaukee County, Wisconsin
()
My commission expires _____

Exhibit A

(Description of the Property)

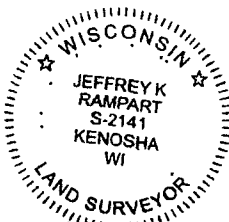
Lot 2 of Certified Survey Map No. 9163, recorded on September 26, 2019 as Document No. 10910841, being a redivision of Lot 2, Certified Survey Map No. 7363. Being a part of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 29, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

STORM SEWER ACCESS EASEMENT EXHIBIT



LEGAL DESCRIPTION OF STORM WATER MANAGEMENT ACCESS EASEMENT Part of Lot 2 of Certified Survey Map No. 9163, a plat of record, lying and being in part of the Northeast Quarter of Section 29, Town 5 North, Range 21 East of the Fourth Principal Meridian, being in the City of Franklin, County of Milwaukee, State of Wisconsin and being more particularly described as Commencing at the northwest corner of said Lot 2, thence N88°09'18"E along the north line thereof 68 53 feet to the point of beginning, thence continue N88°09'18"E along said north line 10 00 feet, thence S00°32'24"E 134 38 feet, thence S69°23'09"E 126 42 feet, thence S00°32'24"E 34 67 feet, thence S89°27'36"W 50 00 feet, thence N00°32'24"W 35 00 feet, thence N89°27'36"E 21 43 feet, thence N69°23'09"W 106 51 feet, thence N00°32'24 W 141 00 feet to the north line of aforesaid Lot 2 and to the point of beginning

J.K.R. SURVEYING, INC.
8121 22ND AVENUE
KENOSHA, WI 53143
Phone 262-652-8110



I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof

Reg Land Surveyor
March 28, 2024
Revised 3/28/24

Scale
1" = 60'



Plat of Survey of

LOT 2 OF

CERTIFIED SURVEY MAP NO 9163

in NE1/4 Section 29-5-21

CITY OF FRANKLIN
MILWAUKEE COUNTY, WIS

-for-
Harpe Development
8501 75th Street, Suite H
Kenosha, WI 53142
262-694-1677

Exhibit C

(Description of Easement Area)

Part of Lot 2 of certified survey map No. 9163, a plat of record; lying and being in part of the Northeast Quarter of Section 29, Town 5 North, Range 21 East of the Fourth Principal Meridian; being in the City of Franklin, County of Milwaukee, State of Wisconsin and being more particularly described as: Commencing at the northwest corner of said lot 2; thence N88°09'18"E along the north line thereof 68.53 feet to the point of beginning; thence continue N88°09'18"E along said north line 10.00 feet; thence S00°32'24"E 134.38 feet; thence S69°23'09"E 126.42 feet; thence S00°32'24"E 34.67 feet; thence S89°27'36"W 50.00 feet; thence N00°32'24"W 35.00 feet; thence N89°27'36"E 21.43 feet; thence N69°23'09"W 106.51 feet; thence N00°32'24"W 141.00 feet to the north line of aforesaid Lot 2 and to the point of beginning.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 16, 2024
Reports & Recommendations	An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budgets for the Capital Outlay Fund, Capital Improvement Fund and Street Improvement Fund to Provide Carry Forward Appropriations from the 2023 Annual Budget for Specifically Identified Projects and Uses in the Amount of \$4,222,814.20	ITEM NUMBER M.14.

Background

On November 28, 2023, the 2024 Annual Budget was approved. Through year end analysis, Department Heads have requested carryforward appropriations for unused 2023 Annual Budgeted funds into the 2024 Annual Budget. Within this carry forward request, the following specifically identified projects are included:

IT Capital Hardware	\$28,919.00	41-0144-5841	Capital Outlay – Information Technology
Security Software	\$140,000.00	46-0181-5822.9645	Capital Improvement – Municipal Buildings
City Hall Video Surveillance	\$11,051.00	46-0181-5822.9645	Capital Improvement – Municipal Buildings
DPW Building	\$2,876,130.50	46-0331-5823	Capital Improvement - Highway
Water Tower Park	\$57,950.00	46-0551-5832.5135	Capital Improvement – Parks
School Traffic Light Project	\$27,884.95	46-0331-5839.9780	Capital Improvement – Highway
Local Street Improvement	\$67,140.00	47-0331-5823	Street Improvement – Highway
S. 116 th Street Trail	\$791,179.75	46-0551-5833.5125	Capital Improvement – Parks
St. Martins of Tours Trail	\$222,559.00	46-0551-5833.5128	Capital Improvement - Parks
TOTAL Carry Forward	\$4,222,814.20		

Analysis

This budget amendment is needed to continue the work on these projects.

Fiscal Note

The fiscal impact of the carry forwards is that unused 2023 funds, as specifically identified by account number in this request, will be used to fund these items which were all authorized in the 2023 Adopted Budget.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2024-____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budgets for the Capital Outlay Fund, Capital Improvement Fund and Street Improvement Fund to Provide Carry Forward Appropriations from the 2023 Annual Budget for Specifically Identified Projects and Uses in the Amount of \$4,222,814.20.

Roll Call Vote Required

Finance Dept - DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND, CAPITAL IMPROVEMENT FUND AND STREET IMPROVEMENT FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS FROM THE 2023 ANNUAL BUDGET FOR SPECIFICALLY IDENTIFIED PROJECTS AND USES IN THE AMOUNT OF \$4,222,814.20

WHEREAS, the Common Council of the City of Franklin adopted Ordinance No. 2023-2569, the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, Department Heads have requested unused funding appropriations be carried forward into 2024 in the amount of \$4,222,814.20 from the Capital Outlay Fund, Capital Improvement Fund and Street Improvement Fund for specifically identified projects and expenditures which were not completed in 2023; and

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

Section 1 That the 2024 Budget for the Capital Outlay Fund be amended as follows:

Capital Outlay Fund

0144	Information Technology	IT Capital Hardware	Increase	\$28,919.00
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Section 2 That the 2024 Budget for the Capital Improvement Fund be amended as follows:

Capital Improvement Fund

0181	Municipal Buildings	Security Software	Increase	\$140,000.00
0181	Municipal Buildings	Video Surveillance	Increase	\$11,051.00
0331	Highway	DPW Building	Increase	\$2,876,130.50
0331	Highway	School Traffic Light Project	Increase	\$27,884.95
0551	Parks	Water Tower Park	Increase	\$57,950.00
0551	Parks	S. 116 th Street Trail	Increase	\$791,179.75
0551	Parks	St. Martins of Tours Trail	Increase	\$222,559.00

Section 3 That the 2024 Budget for the Street Improvement Fund be amended as follows:

Street Improvement Fund

0331	Highway	Local Street Improvement	Increase	\$67,140.00
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Section 4 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's web site.

Section 5 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of

law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 6 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 16, 2024
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with AK Developers, LLC for 7730 South Lovers Lane Road, TKN 794 9999 007	ITEM NO. Ald. Dist. 2 <i>B.15.</i>

BACKGROUND

Pursuant to the approval of a multi-tenant building development at 7730 South Lovers Lane Road (Dairy Queen and two other tenants) 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 development. Included in the agreement is the extension of public water main and a fire hydrant on the site.

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. 2024-_____ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with AK Developers, LLC for 7730 South Lovers Lane Road, TKN 794 9999 007.

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS
WITH AK DEVELOPERS, LLC FOR
7730 SOUTH LOVERS LANE ROAD, TKN 794 9999 007

WHEREAS, the Developer, AK Developers, LLC is ready to proceed with the development at 7730 South Lovers Lane Road and it is necessary to enter into a Development Agreement for public infrastructure improvements associated with the development; and

WHEREAS, the Developer will make and install, or have made and have installed, any public improvements reasonably necessary, to wit: water system, as provided in the Development Agreement; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development; and

WHEREAS, the developer is willing to proceed with the installation of the improvements provided for in the Development Agreement.

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 AK Developers, LLC.

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 on the _____ day of _____, 2024 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

DAIRY QUEEN (7730 S. LOVERS LANE RD.)

March 2024

**DEVELOPMENT AGREEMENT
FOR
DAIRY QUEEN (7730 S. LOVERS LANE RD.)**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this 29th day of March 2024, by and between AK Developers, LLC, a Domestic Limited Liability Company, 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 for a Dairy Queen at 7730 S. Lovers Lane Rd., and the approvals 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; 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 (IN WORDS) Four Thousand Two Hundred 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 \$4,200.00, 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	<p>\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate,</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
B. Automobile Liability	<p>\$1,000,000 combined single limit</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
C. Contractor's Pollution Liability	<p>\$1,000,000 per occurrence \$2,000,000 aggregate</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>

D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$5,000,000 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.]

Party of the Second Part

STATE OF WISCONSIN)
)ss.
 _____ COUNTY)

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

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

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved:

Jesse A Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
DAIRY QUEEN (7730 S. LOVERS LANE RD.)**

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
DAIRY QUEEN (7730 S. LOVERS LANE RD.)

**LEGAL DESCRIPTION
OF DEVELOPMENT**

Lot 3 of Certified Survey Map No. 8567, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on November 21, 2013. As Document No. 10315111; being a Redivision of Lot 1 of Certified Survey Map No. 8000, being a Redivision of Parcel 1 of Certified Survey Map 5762, Certified Survey Map No. 377, and lands in the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 21 East; said lands being in the City of Franklin, County of Milwaukee, State of Wisconsin.

EXHIBIT "B"

**TO
DEVELOPMENT AGREEMENT
FOR
DAIRY QUEEN (7730 S. LOVERS LANE RD.)**

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

Description of improvements required to be installed to develop the [name of development] 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)

Grading and erosion control within the Development in conformance with the approved grading and erosion control plans. *S

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

Laterals and appurtenances from sanitary sewer main to the site and/or buildings in accordance with the plans approved by the City Engineer. *S

Water system and sanitary sewer system as approved by the City Engineer. *S

Laterals and appurtenances from water main to the site and/or buildings in accordance with the plans approved by the City Engineer. *S

Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S

Engineering, planning and administration services as approved *S

Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
DAIRY QUEEN (7730 S. LOVERS LANE RD.)

<p>GENERAL DEVELOPMENT REQUIREMENTS</p>
--

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.

III. WATER SYSTEM

- A. Availability
 - 1. 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

VII. PERMITS ISSUED

- A. 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.

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
DAIRY QUEEN (7730 S. LOVERS LANE RD.)

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)	N/A
Sanitary System	N/A
Water System	\$3,400
Storm Sewer System	N/A
Paving (including sidewalk)	N/A
Street Trees (x \$400/lot)	N/A
Street Lights () @ approximately \$5,000/ea.	N/A
Street Signs	N/A
Underground Electric, Gas and Telephone	N/A
Retention Basin	N/A
SUBTOTAL	\$3,400
Engineering/Consulting Services	N/A
Municipal Services (7% of Subtotal)	N/A
Contingency Fund (20% of Subtotal)	\$800
TOTAL:	\$4,200

APPROVED BY: Glen E. Morrow Date: MARCH 29, 2024
Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
DAIRY QUEEN (7730 S. LOVERS LANE RD.)

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 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.
4. 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.
5. 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.
6. The Developer has the obligation to cut weeds to conform to the City's noxious weed ordinance.
7. The Developer is responsible for the care and maintenance of all common lands, including all storm water management facilities, and other green areas.
8. 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.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
DAIRY QUEEN (7730 S. LOVERS LANE RD.)

CONSTRUCTION SPECIFICATIONS

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

ITEM	SPECIFICATION
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 16, 2024
Reports & Recommendations	A Resolution for Acceptance of a Water Main Easement at 7730 South Lovers Lane Road, TKN 794 9999 007	ITEM NO. Ald. Dist. 2 93.16.

BACKGROUND

Pursuant to the approval of a multi-tenant building development at 7730 South Lovers Lane Road (Dairy Queen and two other tenants), an easement is required to construct, maintain, and operate water main facilities. It is necessary to install a water main easement on property located at 7730 South Lovers Lane Road, TKN 794 9999 007.

The water main facilities on this site include a public water main extension and the addition of a fire hydrant.

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said water main easement, and have it recorded with the Register of Deeds for Milwaukee County.

FISCAL NOTE

As discussed and approved at the March 19, 2024 Common Council meeting, this easement follows the new water main easement template. The City is responsible for maintenance of pipe, fittings, valves, hydrants, and other water appurtenances and costs will be charged to the property owner. The property owner is responsible for all restorations to the surface.

RECOMMENDATION

Motion to adopt Resolution No. 2024 - _____, a resolution for acceptance of a water main easement at 7730 South Lovers Lane Road, TKN 794 9999 007.

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION FOR ACCEPTANCE OF A WATER MAIN EASEMENT AT
7730 SOUTH LOVERS LANE ROAD, TKN 794 9999 007

WHEREAS, an easement is required to construct, maintain and operate public water main facilities on property located at 7730 South Lovers Lane Road; and

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

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

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

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 _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

WATER MAIN EASEMENT

Dairy Queen
7730 S. Lovers Lane Road
TKN 794 9999 007

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

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Southwest Quarter and Northwest Quarter of the Southeast Quarter of Section 8 of Section Eight (8), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City, and/or its contractors. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed will be backfilled by the City in substantially the same elevation as it was prior to such disturbance. Grantor shall be fully responsible for efforts and costs for replacing all pavements, turf, landscape, aesthetic plantings or other surface improvements. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. Charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Costs shall be computed with actual City employee wages with benefits, materials used, rental equipment, and contractor invoices, if applicable. Payment for services are due within 30-days of invoice to Grantor and unpaid invoices are subject interest and penalties and past-due balances are also subject to adding to the annual tax bill for the subject parcels.
6. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Utility, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

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

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

ON THIS DATE OF: 03/29/24

AK DEVELOPERS LLC
Company Name

NO SEAL

Company Name Printed

By: Dharmesh
Name and Title

DHARMESH GHELANI, PRESIDENT
Name & Title Printed

STATE OF WISCONSIN SS

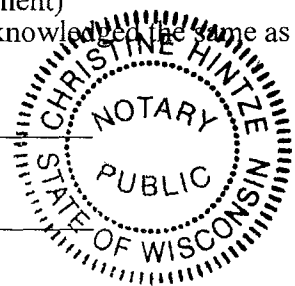
COUNTY OF MILWAUKEE

Before me personally appeared on the 29 day of MARCH, 2024, the above named Dharmesh Devshibhai Ghelani owner of AK Developers LLC
(Name printed) (Title) (Development)

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

Christine Hintze
Notary Public

(My commission expires 8/16/2025



CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

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

Notary Public _____
(_____)
My commission expires _____

Exhibit A
(Description of the Property)

Lot 2 of Certified Survey Map 8567, recorded as Document No. 10315111, and being part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin

Exhibit B
(Depiction of the Facilities)

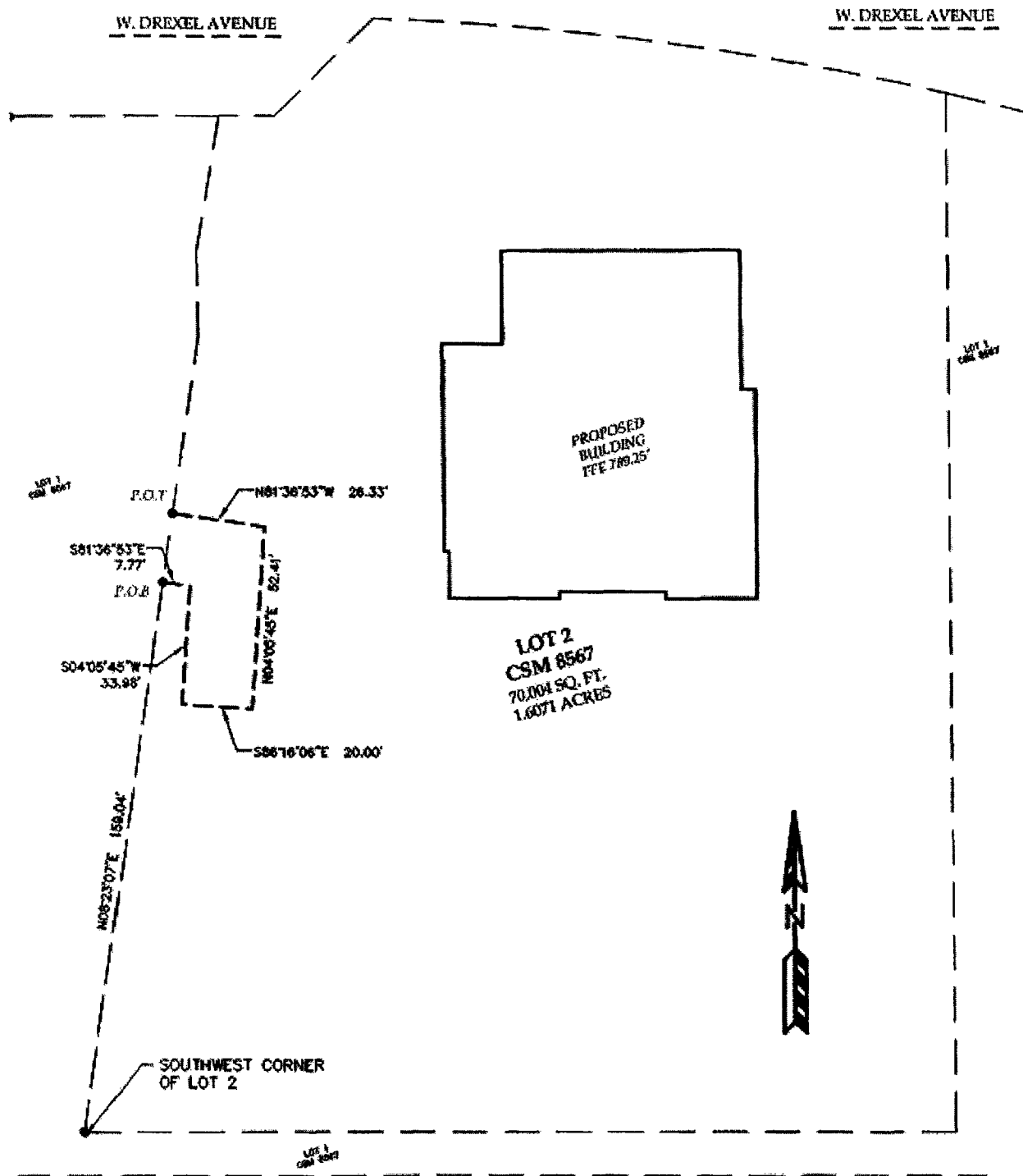


Exhibit C
(Description of Easement Area)

Legal Description of the Water Main Easement

Being a part of Lot 2 of Certified Survey Map 8567, recorded as Document No. 10315111, and being part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the southwest corner of said Lot 2; then northeasterly 159.04 feet along the west line of said Lot 2 to the Point of Beginning of the Water Main Easement; thence South $81^{\circ}36'53''$ East 7.77 feet, thence South $04^{\circ}05'45''$ West 33.98 feet, thence South $86^{\circ}16'06''$ East 20.00 feet, thence North $04^{\circ}05'45''$ East 52.41 feet, thence North $81^{\circ}36'53''$ West 26.33 feet to the Point of Termination.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE April 16, 2024
Reports & Recommendations	<p align="center">A Letter of Support for a Ducks Unlimited Application For the National Fish and Wildlife Foundation- Sustain Our Great Lakes 2024 Grant at Water Tower Park- 8120 S. Lovers Lane Road (TKN Nos. 801-9986-000, 801-9985-000, 801-9984-000, and 801-9987-000)</p>	<p align="center">ITEM NO. Ald Dist 2</p> <p align="right">D.17.</p>

BACKGROUND

The City is developing a passive park at 8120 S. Lovers Lane Road (TKN 801-9986-000) known as Water Tower Park. As a passive park, the park is planned for a trail system featuring benches around and across the extensive wetland and prairie features. This site has a history of invasive species that is in the midst of removal efforts, including but not limited to an extensive buckthorn removal.

ANALYSIS

The Sustain Our Great Lakes (SOGL) program is soliciting proposals to benefit fish, wildlife, habitat and water quality in the Great Lakes basin. The program will award up to \$10.6 million in grants in 2024 to improve and enhance: 1) stream and riparian habitat to benefit species and improve water quality 2) green stormwater infrastructure in the Great Lakes Communities and 3) invasive species control to protect restored habitat. The program is administered by the National Fish and Wildlife Foundation (NFWF) in partnership with the Caerus Foundation, Cleveland-Cliffs, the Ralph C. Wilson, Jr. Foundation, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, and USDA Forest Service. Significant program funding is provided by the Great Lakes Restoration Initiative (GLRI), a federal program designed to protect, restore, and enhance the Great Lakes ecosystem.

Ducks Unlimited would like to team with Milwaukee Metropolitan Sewerage District (MMSD), City of Franklin, and some other MMSD communities, to provide projects that reduce flooding impacts and capture and filter stormwater to improve water quality in the Milwaukee River watershed. In total the project would restore 64 acres of wetlands and plant 535 trees that will provide a minimum of 22.5 million gallons of added stormwater storage capacity and improve runoff capture and infiltration. Valuable wildlife habitat will also be created by using native tree species and complementing wetland restoration with native prairie plantings with a focus on high quality nectar plants for rusty patched bumble bees. All of these projects occur on public lands in or near urban areas and will also create and improve green space in their communities for public enjoyment and recreation.

In Franklin, the Water Tower Park would receive design services from Ducks Unlimited to enhance the wetlands, plant trees and grasses for the remainder of the park. the intent is to provide appropriate vegetation that will crowd out invasive species and minimize DPW maintenance efforts.

OPTIONS

Endorse the grant efforts with a letter of support, or other direction to staff

FISCAL NOTE

This project is not budgeted. Upon award of a grant, a budget amendment will need to occur. Franklin's 1:1 match for the grant (\$140,000) will be paid for from the Franklin's earmarked monies for the Green Program.

RECOMMENDATION

Authorize the Mayor and Common Council President to sign and send a letter of support for a Ducks Unlimited application for the National Fish and Wildlife Foundation- Sustain Our Great Lakes 2024 Grant at Water Tower Park- 8120 S. Lovers Lane Road (TKN Nos. 801-9986-000, 801-9985-000, 801-9984-000, and 801-9987-000).

Engineering: GEM



City of Franklin
Common Council

April 16, 2024

National Fish and Wildlife Foundation
1625 Eye Street NW
Suite 300
Washington, DC 20006

RE: Support for the Ducks Unlimited, Inc. proposal “Nature-based Solutions for the Milwaukee Metropolitan Sewerage District” to the National Fish and Wildlife Foundation -Sustain Our Great Lakes 2024

To NFWF Sustain Our Great Lakes Proposal Reviewers:

On behalf of the City of Franklin Common Council, we are providing this letter in support of the Ducks Unlimited, Inc. (DU) proposal to the National Fish and Wildlife Foundation - Sustain Our Great Lakes 2024. A diverse group of non-profits, county, and municipal partners have come together to prioritize green infrastructure to reduce flooding impacts and capture and filter stormwater to improve water quality in the Milwaukee River watershed. This proposal builds on existing partnerships and coordination across the Milwaukee Metropolitan Sewerage District to focus on natural flood management strategies that work to mimic the natural water cycle to reduce flooding.

The partnerships and projects in the Nature-based Solutions for Milwaukee Metropolitan Sewerage District proposal will restore 64 acres of wetlands and plant 535 trees that will provide a minimum of 22.5 million gallons of added stormwater storage capacity and improve runoff capture and infiltration. Valuable wildlife habitat will also be created by using native tree species and complementing wetland restoration with native prairie plantings with a focus on high quality nectar plants for rusty patched bumble bees. All of these projects occur on public lands in or near urban areas and will also create and improve green space in their communities for public enjoyment and recreation

DU and partners are well-suited to complete this project and have a have a strong record of success. Therefore, on behalf of City of Franklin Common Council, we fully support this proposal and look forward to a cooperative use of nature-based solutions across the watershed to reduce flooding impacts, improve wildlife habitat, and expand public green space.

Sincerely,

John R. Nelson
Mayor

Michelle Eichmann
Common Council President

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 16, 2024
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing An Amendment To An Agreement with CP2. Inc. For Professional Strategic Planning Services	ITEM NUMBER M.18.

Annexed hereto are a copy of the above Resolution and a copy of the amended Agreement.

At its April 3, 2024 meeting, the Common Council approved A Motion to Adopt A Resolution Authorizing Certain Officials to Execute an Agreement with CP2. Inc. for Professional Strategic Planning Services, as recommended by the City's Economic Development Commission. The objective of the effort is to create a strategic plan that provides goals and objectives for the EDC to pursue and by which to measure its success.

Upon submission of the proposed agreement to CP2, the consultant requested the following addition: SECTION V. ITEM 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; the foregoing shall not apply to any provisions or portion thereof which state identifying information of survey or focus group participants for which Consultant has agreed with to keep confidential.*

The consultant also requested a reduction in SECTION VI. ITEM F. Professional Liability (Errors & Omissions) insurance coverage to a \$1,000,000 single limit.

The Economic Development Director will be present at the meeting to provide information.

COUNCIL ACTION REQUESTED

A Resolution Authorizing an Amendment to An Agreement with CP2. Inc. For Professional Strategic Planning Services

Economic Development: JR; Legal Services Dept.: jw

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH CP2. INC. FOR PROFESSIONAL STRATEGIC PLANNING SERVICES

WHEREAS, the Common Council at its April 3, 2024 meeting approved a Resolution 2024-8130 Authorizing Certain Officials to Execute an Agreement with CP2. Inc. For Professional Strategic Planning Services as recommended by the City’s Economic Development Commission (EDC); and

WHEREAS, Economic Development and Legal staff negotiated changes in the approved agreement to include an addition to SECTION V. ITEM 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; the foregoing shall not apply to any provisions or portion thereof which state identifying information of survey or focus group participants for which Consultant has agreed with to keep confidential;* and

WHEREAS, Economic Development and Legal staff negotiated changes in the approved agreement to include a reduction in SECTION VI. ITEM F. Professional Liability (Errors & Omissions) insurance coverage to a \$1,000,000 single limit.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement to Provide Professional Strategic Planning Services with CP2. Inc., in the AMENDED form and content as annexed hereto, be AMENDED and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

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

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

APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

AGREEMENT

This AGREEMENT made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and CP2 Consulting, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 25 N River Lane, Suite 2531, Geneva, IL 60134.

WITNESSETH

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 Strategic Planning Services for the Economic Development Commission.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for Strategic Planning Services for the Economic Development Commission, as described in CONTRACTOR's proposal to CLIENT dated October 11, 2023 annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$19,800], subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a benchmark basis (see p. 7 Attachment A). 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 \$19,800. For stipulated services rendered, 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. The Economic Development Commission 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, John Regetz, 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; the foregoing shall not apply to any provisions or portion thereof which state identifying information of survey or focus group participants for which Consultant has agreed with to keep confidential.
- 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:

<p>A. General/Commercial Liability (<i>Must have General/Commercial</i>)</p>	<p>\$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></p>
<p>B. Automobile Liability (<i>Must have auto liability</i>)</p>	<p>\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>

F. Professional Liability (Errors & Omissions) <i>(If applicable)</i>	\$2,000,000 <u>\$1,000,000</u> single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT’S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR’S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR’S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of April 5, 2024.

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

CP2 Consulting, Inc.

BY _____

BY _____

PRINT NAME John R. Nelson

PRINT NAME Cory Poris Plasch

TITLE Mayor

TITLE CEO

DATE _____

DATE _____

BY. _____

PRINT NAME Danielle Brown

TITLE Director of Finance and Treasurer

DATE _____

BY. _____

PRINT NAME: Shirley J. Roberts

TITLE: City Clerk

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____

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<p>APPROVAL</p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE 04-16-24</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>An Ordinance to Amend §30-1. Of the Municipal Code to Amend Ward Boundaries as Required by 2023 Wisconsin ACT 94</p>	<p>ITEM NUMBER B.19.</p>

On February 19, 2024, new legislative maps have been passed and signed into law: 2023 Wisconsin ACT 94. Pursuant to Wis. Stat. § 5.15(6)(a) dictates that “no ward line adjustment may cross the boundary of a congressional, assembly or supervisory district.” The City is required to pass an Ordinance approving the new wards. The new Assembly boundary line goes through wards 9 and 10.

With the assembly line running through Wards 9 and 10, it is in the best interest of the City to move part of Ward 9 into Ward 8 and part of Ward 10 into Ward 11 (See Exhibit A). The City Clerk, the City of Franklin GIS Department and the State worked through several different scenarios. Moving those parts of Ward 9 into Ward 8 and part of Ward 10 into Ward 11 would alleviate creating new wards with letters (example: 9A and 10B). (See Exhibit B).

Also, in working with the State, due to the recent State Assembly boundary realignment, Franklin could aggregate the following Ward Boundaries:

- 1A and two parts of 1B into 1
- 12A, 12B and 12C into 12
- 15A, 15B and 15C into 15

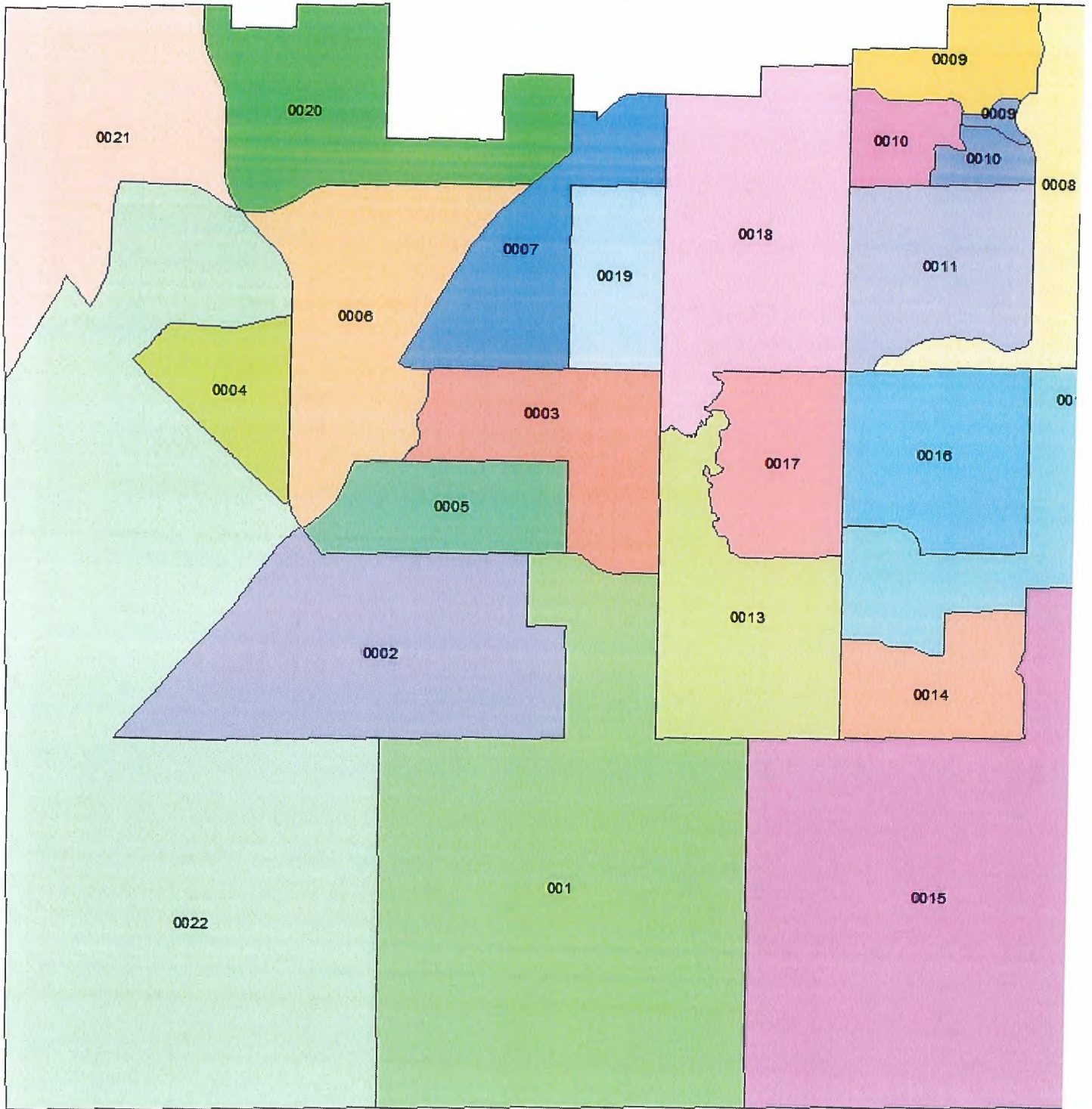
Aggregating the Ward Boundaries does not affect any district changes. This would also alleviate all of the different ballots the City of Franklin would have at election time. Exhibit C shows what the new maps would look like for the City of Franklin. Exhibit D shows the boundaries prior to 2023 Wisconsin ACT 94.

(Please note: due to an email from the County late Thursday changing what they would like included, we will have all of the legal descriptions written out and will be placed at your seats on Tuesday, April 16, 2024. Originally, the County only wanted the census blocks. This change would only affect the Wards that have changed. The legal descriptions have been included already for the Wards that have not changed).

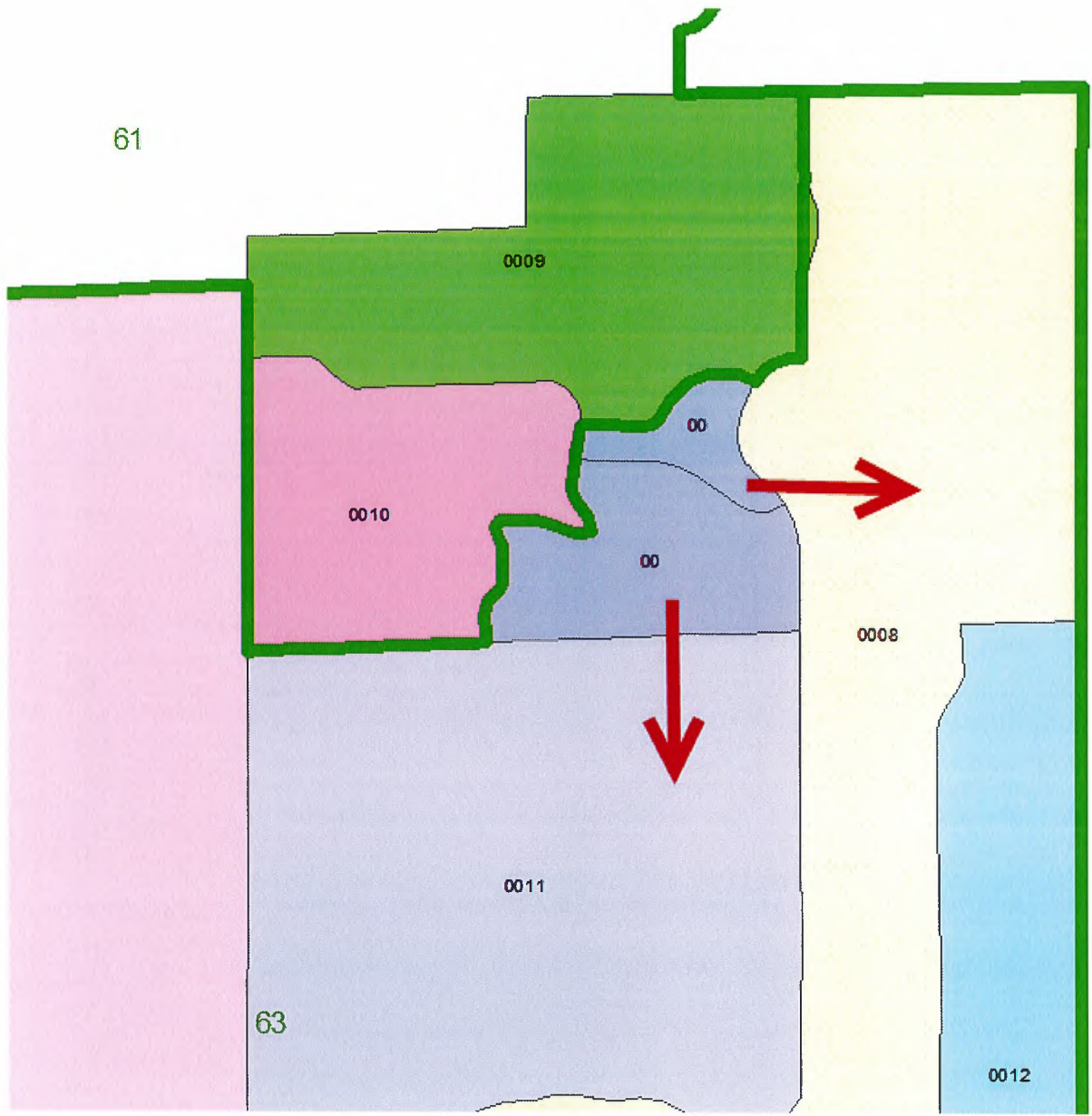
COUNCIL ACTION REQUESTED

Motion to approve Ordinance 2024-_____, An Ordinance to Amend §30-1. of the Municipal Code to Amend Ward Boundaries as Required by 2023 Wisconsin ACT 94.

EXHIBIT A



This is what's remaining:



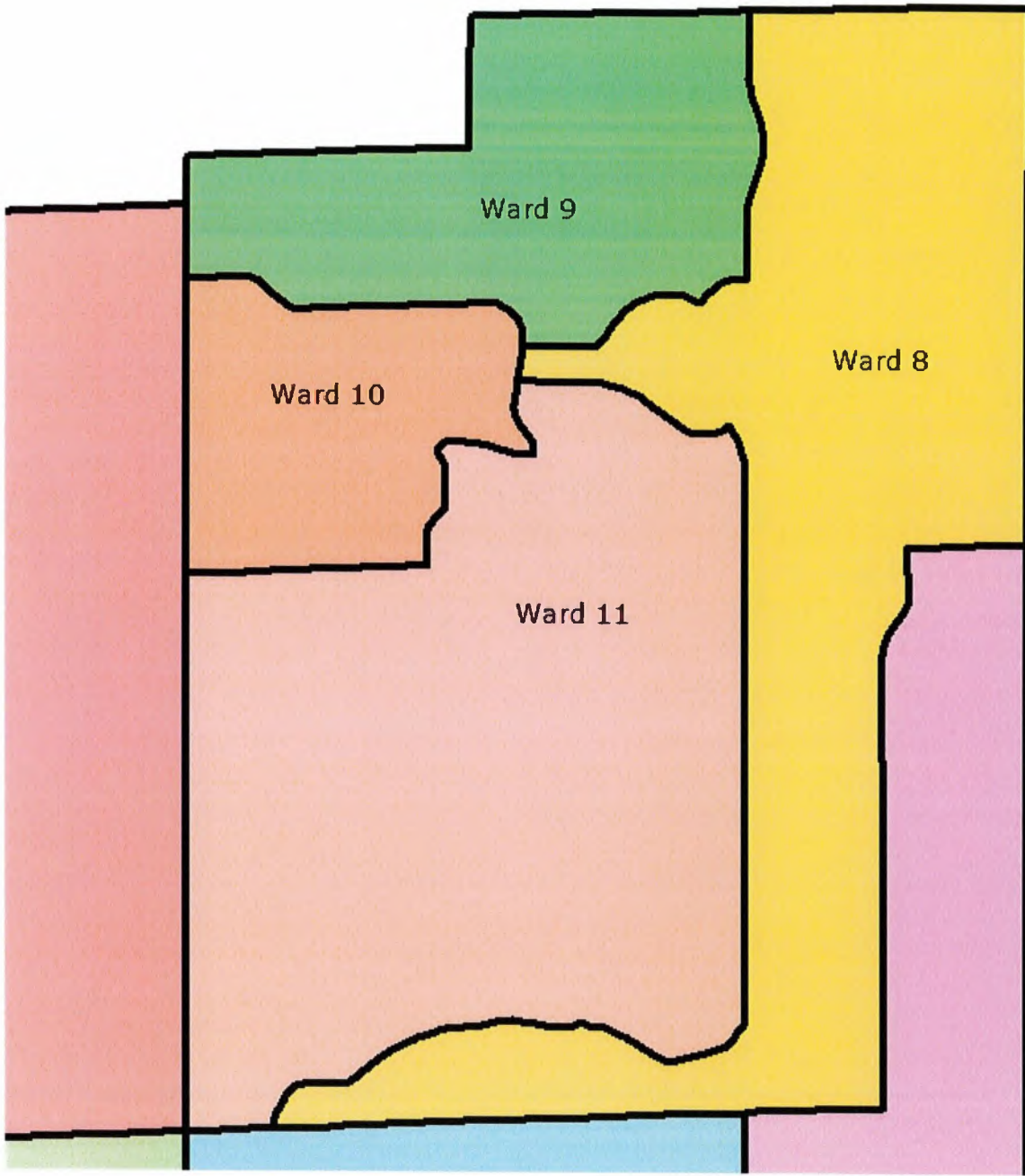
We just need to confirm which direction to move the above polygons.

Thanks.

Todd Niedermeyer
GIS Manager
City of Franklin
9229 W Loomis Rd
Franklin, WI 53132



EXHIBIT B



STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND §30-1. OF THE MUNICIPAL CODE TO AMEND WARD BOUNDARIES AS REQUIRED BY 2023 WISCONSIN ACT 94

WHEREAS, on May 3, 2022, the City of Franklin adopted Ordinance No. 2022-2509, An Ordinance to Amend §30-1. of the Municipal Code to Amend Ward Boundaries as Required by 2021 Senate Bill 621, thereby complying with Wis. Stat. § 5.15, which requires every municipality over 1,000 in population to be divided into wards according to the final published results of the most recent Federal Census; and

WHEREAS, on February 19, 2024, 2023 Wisconsin ACT 94 was adopted, which created new assembly district lines, which new assembly district lines have split City Wards 9 and 10; and

WHEREAS, the City of Franklin is a municipality affected by 2023 Wisconsin Act 94 and must adopt an amended ward plan in compliance therewith., noting Wis. Stat. § 5.15(6)(a) states that “no ward line adjustment may cross the boundary of a congressional, assembly, or supervisory district” and Wis. Stat. § 5.15(4)(c) which further authorizes the numbering of the new wards “with a combination of whole numbers and letters” that are created to effect wards created by the legislative redistricting process.

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

- SECTION 1. §30-1. of the Municipal Code is hereby repealed and recreated as follows: Under the provisions of Wis. Stat. §§5.15 and 62.08, the aldermanic district and ward boundaries exist and are pursuant to the division of the City into six aldermanic districts and 22 wards as shown on the official map of the City of Franklin describing the boundaries of each ward, which map is attached hereto, incorporated herein and made a part hereof by reference, as if fully set forth herein.
- SECTION 2: Within ten days after adoption of this Ordinance, the City Clerk shall transmit one copy of the Ordinance to the Milwaukee County Clerk, accompanied by the map and census block numbers for each ward specified above.
- SECTION 3: All ordinances or parts of ordinances in contravention to this Ordinance are hereby repealed.
- SECTION 4: This Ordinance shall take effect upon its passage and publication as required by law.

Introduced at a regular meeting of the Common Council on this 16th day of April, 2024,
by Alderman _____.

Passed and adopted by the Common Council on the 16th day of April, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

§30-1. Aldermanic District and Ward Boundaries

The City of Franklin shall be divided into six (6) aldermanic districts, comprised of twenty-two (22) wards, with the respective boundaries as follows

**ALDERMANIC DISTRICT 1
(Consisting of Wards 1, 2, 3)**

WARD 1 (aggregated ward)

Containing census blocks beginning with 550791 and ending with 503032000, 503032001, 503032004, 503032005, 503032017, 872001008, 872001009, 872001010, 872001017, 872001018, 872001019, 872001020, 872001021, 872001038, 872001044, 872004000

WARD 2

Commencing at the intersection of South 76th Street and West Ryan Road; thence West, along the centerline of West Ryan Road to the intersection of West Loomis Road; thence Northeast, along the centerline of West Loomis Road to the intersection of West Saint Martins Road; thence Southeast, along the centerline of West Saint Martins Road to the intersection of West Puetz Road; thence East, along the centerline of West Puetz Road to the intersection of South 79th Street; thence South, along the centerline of South 79th Street to the intersection of High Street; thence East, along the centerline of High Street to the intersection of South 76th Street; thence South, along the centerline of South 76th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503013012, 503013013, 503013014, 503013015, 503013016, 503013017, 503013018, 503013019, 503013020, 503013024, 503013025, 503013026, 503032002, 503032003, 503032006, 503032007, 503032008, 503032009, 503032010, 503032011, 503032012, 503032013, 503032014, 503032015, 503032016, 503032018, and 503032019.

WARD 3

Commencing at the intersection of South 68th Street and West Puetz Road; thence West, along the centerline of West Puetz Road to the intersection of South 76th Street; thence North, along the centerline of South 76th Street to the intersection of Forest Hill Avenue; thence West, along the centerline of Forest Hill Avenue approximately 0.96 mile to the centerline of a navigable Legend Creek River; thence North, along the centerline of a navigable of a winding Legend Creek River to the centerline of West Drexel Avenue; thence East, along the centerline of West Drexel Avenue to the intersection of South 68th Street; thence South, along the centerline of 68th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503031000, 503031001, 503031002, 503031003, 503031013, 503031014, 503031015, 503031016, 503031017,

503031018, 503031019, 503031020, 503031021, 503031022, 503031023, 872002016, 872003005, 872003006, 872003007, 872003008, and 872003016.

**ALDERMANIC DISTRICT 2
(Consisting of Wards 4, 5, 6, 7)**

WARD 4

Commencing at the intersection of South Lovers Lane Road and West Saint Martins Road; thence Northwest, along the centerline of West Saint Martins Road to the intersection of West Church Street; thence Northwest, along the centerline of West Church Street to the intersection of Mission Hills Drive; thence East, along the centerline of West Church Street to the intersection of South Lovers Lane Road; thence South, along the centerline of South Lovers Lane Road to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503012005, 503012008, 503012011, 503012012, 503012013, 503012014, 503012015, 503012016, 503012018, 503012019, and 503012020.

WARD 5

Commencing at the intersection of South 76th Street and West Puetz Road; thence West, along the centerline of West Puetz Road to the intersection of West Saint Martins Road; thence Northwest, along the centerline of West Saint Martins Road to the intersection of West Loomis Road; thence Northeasterly, along the centerline of West Loomis Road to the intersection of Forest Hill Avenue; thence East, along the centerline of Forest Hill Avenue to the intersection of South 76th Street; thence South, along the centerline of South 76th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503031011, 503051012, 503033001, 503033002, 503033003, 503033004, and 503033005.

WARD 6

Commencing at the intersection of West Loomis Road and West Saint Martins; thence Northwest, along the centerline of West Saint Martins Road to the intersection of South Lovers Lane Road; thence North, along the centerline of South Lovers Lane Road to the intersection of West Rawson Avenue; thence Northeasterly, along the centerline of West Rawson Avenue to the intersection of West Loomis Road; thence Southwest, along the centerline of West Loomis Road to the intersection of West Drexel Avenue; thence Southeast, along the centerline of West Drexel Avenue approximately 785 feet to the centerline of a navigable Legend Creek River; thence South, along the centerline of a navigable of a winding Legend Creek River to the centerline of West Forest Hill Avenue; thence West, along the centerline of Forest Hill Avenue to the intersection of West Loomis

Road; thence Southwesterly, along the centerline of West Loomis Road to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503012000, 503012007, 503031004, 503031005, 503031006, 503031007, 503031008, 503031009, 503031010, 503031024, 503043001, 503043002, 503043003, 503043004, 503043005, 503043006, and 503043007.

WARD 7

Commencing at the intersection of South 76th Street and West Drexel Avenue; thence West, along the center line of West Drexel Avenue to the intersection of West Loomis Road; thence Northeast, along the centerline of West Loomis Road to the intersection of South 76th Street; thence North, along the centerline of South 76th Street approximately 0.21 miles to the north line of the City of Franklin corporate limits; thence East, along said corporate limits approximately 680 feet to a point; thence South, along the corporate limits of the City of Franklin to the intersection of Old Loomis Road; thence Northeast, along the centerline of Old Loomis Road to the north line of the City of Franklin corporate limits; thence East, along the north line of said corporate limits to the intersection of South 68th Street; thence South, along the centerline of South 68th Street to the intersection of West Rawson Avenue; thence West, along the centerline of West Rawson Avenue to the intersection of South 76th Street; thence South along the centerline of South 76th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 501004009, 501004010, 501004011, 501004012, 503041000, 503041001, 503041002, 503041003, 503041004, 503041005, 503041006, 503041007, 503041008, 503041009, 503043000, and 503044009.

ALDERMANIC DISTRICT 3

(Consisting of Wards 8, 9, 10, 11)

WARD 8(aggregated ward, split wards)

Containing census blocks beginning with 550791 and ending with 501001001, 501001014, 501001027, 501001028, 501002000, 501002001, 501002002, 501002003, 501002009, 501002012, 501002013, 501002014, 501002015, 501002016

WARD 9 (aggregated ward, split wards)

Containing census blocks beginning with 550791 and ending with 501002004, 501002005, 501002006, 501002007, 501002010, 501002011, 501002020

WARD 10 (aggregated ward, split wards)

Containing census blocks beginning with 550791 and ending with 501002008, 501002017, 501002018, 501002019, 501002025. 501002026

Ward 11 (aggregated ward, split wards)

Containing census blocks beginning with 550791 and ending with 501001002, 501001003, 501001004, 501001005, 501001006, 501001007, 501001008, 501001009, 501001010, 501001011, 501001013, 501001015, 501001016, 501001017, 501001018, 501001019, 501001020, 501001021, 501001022, 501001023, 501001025, 501001026, 501002021, 501002022, 501002023, 501002024

**ALDERMANIC DISTRICT 4
(Consisting of Wards 12, 13, 14, 15)**

Ward 12(aggregated ward)

Containing census blocks beginning with 550791 and ending with 501001000, 501001024, 873001000, 873001001, 873001002, 873001003, 873001004, 873001005, 873001006, 873001007, 873001008, 873001009, 873003000, 873003001, 873003002, 873003003

WARD 13

Commencing at the intersection of West Ryan Road and South 68th Street; thence North, along the centerline of South 68th Street, approximately 1.7 miles to the centerline of a navigable Legend Creek River; thence North-Northeast, along the centerline of a navigable of a winding Legend Creek River to the intersection of a navigable Root River Creek, thence East-Southwest, along the centerline of a navigable of a winding Root River Creek to the centerline of West Puetz Road; thence East, along the centerline of West Puetz Road to the intersection of South 51st Street; thence South, along the centerline of South 51st Street to the intersection of West Ryan Road; thence West, along the centerline of West Ryan Road to the point of commencement.

Containing census blocks beginning with 550791 and ending with 872003002, 872003003, 872003004, 872003009, 872003010, 872003011, 872003012, 872003013, 872003014, and 872003015.

WARD 14

Commencing at the intersection of West Ryan Road and South 51st Street; thence East, along the centerline of West Ryan Road to the intersection of South 35th Street; thence North, along the centerline of South 35th Street to the intersection of West Woodward Drive; thence West, along the centerline of West Woodward Drive to the intersection of South 42nd Street; thence South, along the centerline of South 42nd Street to the

intersection of West Hilltop Lane; thence West, along the centerline of West Hilltop Lane to the intersection of South 51st Street; thence South, along the centerline of South 51st to the point of commencement.

Containing census blocks beginning with 550791 and ending with 873001012, 873003004, 873003005, 873003006, 873003007, 873003008, 873003016, 873003017, 873003018, 873003019, 873003020, 873003021, 873003022, 873003031, 873003032, 873003033, 873003034, 873003035, 873003036, 873003037, 873003038, 873003039, and 873003040.

Ward 15 (aggregated ward)

Containing census blocks beginning with 550791 and ending with 872001000, 872001001, 872001002, 872001003, 872001004, 872001005, 872001006, 872001007, 872001022, 872001023, 872001024, 872001025, 872001026, 872001027, 872001028, 872001029, 872001030, 872001031, 872001032, 872001033, 872001034, 872001035, 872001036, 872001037, 872001039, 872001040, 872001041, 872001042, 873001010, 873001011, 873003009, 873003010, 873003011, 873003012, 873003013, 873003014, 873003015, 873003023, 873003024, 873003025, 873003026, 873003027, 873003028, 873003029, 873003030, 873003041, 873003042, 873003043, 873003044, 873003045

**ALDERMANIC DISTRICT 5
(Consisting of Wards 16, 17, 18, 19)**

WARD 16

Commencing at the intersection of South 51st Street and West Drexel Avenue; thence East, along the centerline of West Drexel Avenue to the intersection of South 35th Street; thence South, along the centerline of South 35th Street to the intersection of West Puetz Road; thence West, along the centerline of West Puetz Road to the intersection of West Hunting Park Drive; thence North-West, along the centerline of West Hunting Park Drive to the intersection of South 51st Street; thence North, along the centerline of South 51st Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 873002000, 873002001, 873002002, 873002003, 873002004, 873002005, 873002006, 873002007, 873002008, 873002009, 873002010, 873002011, 873002012, 873002013, 873002014, 873002015, 873002016, 873002017, 873002018, 873002019, 873002020, 873002021, and 873002022.

WARD 17

Commencing at the intersection of South 51st and West Drexel Avenue; thence South, along the centerline of South 51st Street to the intersection of West Puetz Road; thence West, along the centerline of West Puetz Road, approximately 2,917 feet to the centerline of a navigable Root River Creek; thence North, along the centerline of a navigable of a

winding Root River Creek to the centerline of West Drexel Avenue, also approximately 1,512 feet east of the intersection South 68th Street and West Drexel Avenue; thence East, along the centerline of West Drexel Avenue to the point of commencement.

Containing census blocks beginning with 550791 and ending with 872002000, 872002001, 872002002, 872002003, 872002004, 872002005, 872002006, 872002007, 872002008, 872002009, 872002010, 872002011, 872002012, 872002013, 872003000, and 872003001.

WARD 18

Commencing at the intersection of South 68th Street and the north line of the City of Franklin corporate limits; thence East, along the north line of said corporate limits to a point; thence North, along said corporate limits to a point; thence East, along said corporate limits to the centerline of South 51st Street; thence South, along the centerline of South 51st Street to the intersection of West Drexel Avenue; thence West, along the centerline of west Drexel Avenue, approximately 3,742 feet to the centerline a navigable Legend Creek; thence South-Southwest, along of a navigable of a winding Legend Creek to the centerline of South 68th Street; thence North, along the centerline of South 68th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 501004000, 501004001, 501004002, 501004003, 501004004, 501004005, 501004006, 501004007, 501004008, 501004013, 501004014, 501004015, 501004016, 872002014, and 872002015.

WARD 19

Commencing at the intersection of South 68th Street and West Drexel Avenue; thence West, along the centerline of West Drexel Avenue to the intersection of South 76th Street; thence North, along the centerline of South 76th Street to the intersection of West Rawson Avenue; thence East, along the center line of West Rawson Avenue to the intersection of South 68th Street; thence South, along the centerline of South 68th Street to the point of commencement.

Containing census blocks beginning with 550791 and ending with 501003000, 501003001, 501003002, 501003003, 501003004, 501003005, 501003006, 501003007, 501003008, 501003009, 501003010, 501003011, 501003012, 501003013, 501003014, 501003015, 501003016, 501003017, 501003018, and 501003019.

ALDERMANIC DISTRICT 6 (Consisting of Wards 20, 21, 22)

WARD 20

Commencing at the intersection of South Lovers Lane Road and West College Avenue; thence east, along the centerline of West College Avenue approximately 819 feet to a point; thence south, along the corporate limits of the City of Franklin approximately 656.5 feet to a point; thence east, along the corporate limits of the City of Franklin approximately 0.34 miles to a point; thence north, along the corporate limits of the City of Franklin approximately 655.5-feet to the intersection of West College Avenue; thence east, along the centerline of West College Avenue to the intersection of South 92nd Street; thence south, along the centerline of South 92nd Street approximately 0.72 miles to a point; thence east, along the corporate limits of the City of Franklin approximately 0.5 miles to a point; thence south, along the corporate limits of the City of Franklin approximately 40-feet to a point; thence east, along the corporate limits of the City of Franklin to a point; thence north, along the corporate limits of the City of Franklin approximately 0.35 miles to a point; thence east, along the corporate limits of the City of Franklin to the intersection of South 76th Street; thence south, along the centerline of South 76th Street to the intersection of West Loomis Road; thence southwest, along the centerline of West Loomis Road to the intersection of West Drexel Avenue; thence west, along the centerline of West Drexel Avenue to the intersection of South Lovers Lane Road; thence north, along the centerline of South Lovers Lane Road to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503011000, 503011025, 503011026, 503011030, 503011031, 503011034, 503011036, 503011037, 503042000, 503042001, 503042002, 503042003, 503042004, 503044000, 503044001, 503044002, 503044003, 503044004, 503044005, 503044006, 503044007, 503044008, 503044010, and 503044011.

WARD 21

Commencing at the intersection of West College Avenue and South Lovers Lane; thence South along the centerline of Lovers Lane to the intersection of West Rawson Avenue; thence Northwesterly, along the centerline of West Rawson Avenue to the intersection of West Forest Home Avenue; thence Southwesterly along the centerline of West Forest Home to the intersection of St Martins Road; thence Northwest, along the centerline of St Martins Road to the intersection of South North Cape Road; thence Southwest, along the centerline of South North Cape Road to the west line corporate limits of the City of Franklin; thence North along said west line corporate limits to the North line corporate limits of the City of Franklin; thence East along the north line of said corporate limits to the point of commencement.

Containing census blocks beginning with 550791 and ending with 503011001, 503011002, 503011003, 503011004, 503011005, 503011006, 503011007, 503011008, 503011009, 503011010, 503011011, 503011012, 503011013, 503011014, 503011015, 503011016, 503011017, 503011018, 503011019, 503011020, 503011021, 503011022, 503011023, 503011024, 503011027, 503011028, 503011029, 503011032, 503011033, 503011035, 503014000, 503014001, 503014002, 503014003, 503014004, 503014005, 503014006,

503014007, 503014008, 503014009, 503014010, 503014011, 503014012, 503014013, 503014014, 503014016, 503014017, and 503014018.

WARD 22

Commencing at the intersection of South 124th Street and South County Line Road, also the corner of the South and West line of the City of Franklin corporate limits; thence North along the west line of the corporate limits to the intersection of South North Cape Road; thence Northeast, along the centerline of South North Cape Road to the intersection of West St Martins Road; thence Southeast, along the centerline of West St Martins Road to the intersection of West Forest Home Avenue; thence Northeasterly, along the centerline of West Forest Home to the intersection of West Rawson Avenue; thence, East along the centerline of West Rawson Avenue to the intersection of South Lovers Lane; thence Southeasterly, along the centerline of South Lovers Lane to the intersection of West Drexel Avenue; thence West, along the centerline of West Drexel Avenue to the intersection of West St Martins Road; thence Southeast, along the West St Martins Road to intersection of South Lovers Lane Road; thence Southeast along the centerline of South Lovers Lane Road to the intersection of West Loomis Road; thence Southwest, along the centerline of West Loomis Road to the intersection of West Ryan Road; thence East, along the centerline of West Ryan Road to the intersection of 92nd Street; thence South, along the centerline of South 92nd Street to the intersection of West County Line Road also the corporate limits of City of Franklin; thence West along said corporate limits to the place of commencement.

Containing census blocks beginning with 550791 and ending with 503011038, 503012001, 503012002, 503012003, 503012004, 503012006, 503012009, 503012010, 503012017, 503013000, 503013001, 503013002, 503013003, 503013004, 503013005, 503013006, 503013007, 503013008, 503013009, 503013010, 503013011, 503013021, 503013022, 503013023, 503014015, 872001011, 872001012, 872001013, 872001014, 872001015, 872001016, and 872001043.

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE April 16, 2024</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Rich Busalacchi claim of March 18, 2024. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claim and litigation in which it is likely to become involved, 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 align="center">MS. 20.</p>

COUNCIL ACTION REQUESTED

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 16, 2024
REPORTS AND RECOMMENDATIONS	<p><i>James Mudlaff v City of Franklin, Eco-Resource Consulting, Incorporated and Ideal Land Management Services, LLC</i>, Milwaukee County Circuit Court, Case No. 23-CV-1053. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER M.21.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *James Mudlaff v City of Franklin, Eco-Resource Consulting, Incorporated and Ideal Land Management Services, LLC*, Milwaukee County Circuit Court, Case No. 23-CV-1053 litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 16, 2024
REPORTS AND RECOMMENDATIONS	<p>Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p>ITEM NUMBER</p> <p>15.22.</p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE April 16, 2024
REPORTS AND RECOMMENDATIONS	<p>Potential Acquisition of a Portion of the Property by way of Acquiring Easements on 8035 West Ryan Road (Tax Key No. 896-9996-002), 9545 South 80th Street (Tax Key No. 896-9996-003), 7822/7824 West Park Circle Way South (Tax Key Nos. 896-1051-000 / 896-1052-000), 7796/7794 West Park Circle Way North (Tax Key Nos. 896-1044-000 / 896-1043-000), 9671 South 76th Street (Tax Key No. 896-9994-002), 9643 South 76th Street (Tax Key No. 896-9994-003), 9643 South 76th Street (Tax Key No. 896-9994-003), 9621 South 76th Street (Tax Key No. 896-9993-000), 9571 South 76th Street (Tax Key No. 896-9986-000), 7625 West Ryan Road (Tax Key No. 896-9985-000), 7761 West Ryan Road 209 (Tax Key No. 896-9987-001) and 7709 West Ryan Road (Tax Key No. 896-9987-002), and the Acquisition of a Portion of the Property by Way of Acquiring Fee Simple Ownership on 0 West Ryan Road (Tax Key No. 896-9996-001), for the installation, operation and maintenance of public improvements and facilities as part of the Department of Public Works Utility Facility Development and Expansion Project. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the Potential Acquisition of a Portion of the Property by way of Acquiring Easements on the properties identified in the title of this meeting agenda item for such purpose and the Acquisition of a Portion of the Property by Way of Acquiring Fee Simple Ownership on the property identified in the title of this meeting agenda item for such purpose, for the installation, operation and maintenance of public improvements and facilities as part of the Department of Public Works Utility Facility Development and Expansion Project, and the negotiating of the purchases and the investing of public funds, with regard to the potential acquisitions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER M. 23.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the Potential Acquisition of a Portion of the Property by way of Acquiring Easements on the properties identified in the title of this meeting agenda item for such purpose and the Acquisition of a Portion of the Property by Way of Acquiring Fee Simple Ownership on the property identified in the title of this meeting agenda item for such purpose, for the installation, operation and maintenance of public improvements and facilities as part of the Department of Public Works Utility Facility Development and Expansion Project, and the negotiating of the purchases and the investing of public funds, with regard to the potential acquisitions thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/16/2024
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of April 16, 2024.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of April 16, 2024.



License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
April 16, 2024 – 5:15 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 New	Frederick Davis The Rock Sports Complex			
Operator 2023-2024 New	Emily Logan The Milwaukee Burger Company			
Operator 2023-2024 New	Ciarra Murray Iron Mike's			
Operator 2023-2024 New	Natalia Perez-Gardipee Mimosa			
Operator 2023-2024 New	Adrianna-Cristina Bratel The Rock Sports Complex			
Operator 2024-2025 Renewal	Adrianna-Cristina Bratel The Rock Sports Complex			
Operator 2023-2024 New	Christ Conley The Rock Sports Complex			
Operator 2024-2025 Renewal	Christ Conley The Rock Sports Complex			
Operator 2023-2024 New	Erik Knudtson The Rock Sports Complex			
Operator 2024-2025 Renewal	Erik Knudtson The Rock Sports Complex			

Operator 2023-2024 New	Daniel Kuenzi The Rock Sports Complex			
Operator 2024-2025 Renewal	Daniel Kuenzi The Rock Sports Complex			
Operator 2023-2024 New	Olivia Meier The Rock Sports Complex			
Operator 2024-2025 Renewal	Olivia Meier The Rock Sports Complex			
Operator 2023-2024 New	Jessica Rydlewicz The Rock Sports Complex			
Operator 2024-2025 Renewal	Jessica Rydlewicz The Rock Sports Complex			
Operator 2023-2024 New	Julie Schaefer The Rock Sports Complex			
Operator 2024-2025 Renewal	Julie Schaefer The Rock Sports Complex			
Operator 2023-2024 New	Gabriel Schultz Walgreens #15020			
Operator 2024-2025 Renewal	Gabriel Schultz Walgreens #15020			
Operator 2024-2025 Renewal	Jeffrey Dejna The Rock Sports Complex			
Operator 2024-2025 Renewal	Kayla Jedrzejewski The Rock Sports Complex			
Operator 2024-2025 Renewal	Justin Kagerbauer Croatian Park			

Operator 2024-2025 Renewal	Rachel Nondahl The Rock Sports Complex			
Operator 2024-2025 Renewal	Vanessa Peterson The Rock Sports Complex			
Operator 2024-2025 Renewal	Allison Planton The Rock Sports Complex			
Operator 2024-2025 Renewal	Joshua Semanski The Rock Sports Complex			
Operator 2024-2025 Renewal	Amanda Snieg Romey's Place			
Operator 2024-2025 Renewal	Erika Wotnoske The Rock Sports Complex			
3.	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.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/16/2024
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated March 29, 2024 through April 11, 2024, Nos. 197398 through Nos. 197552 in the amount of \$ 1,807,093.23. Also included in this listing are EFT Nos. 5647 through EFT Nos. 5659, Library vouchers totaling \$ 2,189.32, Water Utility vouchers totaling \$ 11,055.77 and Property Tax Refunds in the amount of \$ 200,567.87. Voided checks in the amount of \$ (1,316.33) are separately listed.

Early release disbursements dated March 29, 2024 through April 10, 2024 in the amount of \$ 687,137.47 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.

Attached is a list of property tax disbursements, EFT No. 506 dated April 10, 2024, in the amount of \$ 201,331.18. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated April 5, 2024 is \$ 469,228.68, previously estimated at \$ 470,000. Payroll deductions dated April 5, 2024 are \$ 246,171.67, previously estimated at \$ 255,000.

The estimated payroll for April 19, 2024 is \$ 514,000 with estimated deductions and matching payments of \$ 510,000.

The estimated payroll for May 3, 2024 is \$ 465,000 with estimated deductions and matching payments of \$ 250,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of April 11, 2024 in the amount of \$ 1,807,093.23
- Payroll dated April 5, 2024 in the amount of \$ 469,228.68 and payments of the various payroll deductions in the amount of \$ 246,171.67 plus City matching payments and
- Estimated payroll dated April 19, 2024 in the amount of \$ 514,000 and payments of the various payroll deductions in the amount of \$ 510,000, plus City matching payments and
- Estimated payroll dated May 3, 2024 in the amount of \$ 465,000 and payments of the various payroll deductions in the amount of \$ 250,000, plus City matching payments.

ROLL CALL VOTE NEEDED