

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.
<https://www.youtube.com/c/CityofFranklinWIGov>

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

Revised G.24.*

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of January 3, 2024.
- D. Hearings - A Public Hearing Regarding Proposed Amendments to §92-9 of the Municipal Code Pertaining to Impact Fees for Southwest Sanitary Sewer System Facilities and Water System Facilities. Notice is hereby given that the Common Council of the City of Franklin will conduct a public hearing on Tuesday, January 16, 2024 at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin, to hear public comment regarding a proposed ordinance to amend §92-9 of the Municipal Code of the City of Franklin, Wisconsin, pertaining to impact fees upon land development pursuant to § 66.0617 of the Wisconsin Statutes, pursuant to the Public Facilities Needs Assessment and Impact Fee Study, dated November 27, 2023, a revised public facilities needs assessment prepared for the City, including but not limited to proposed amendments to the impact fee amounts for Water and Sanitary Sewer. This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.0617(3).
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. An Ordinance to Amend §92-9 Impact Fees, of the Municipal Code, in Part and Primarily to Update Same Pursuant to the Public Facilities Needs Assessment and Impact Fee Study Dated November 27, 2023.
 - 2. A Resolution to Release in Part a Conservation Easement Upon Lot 2 of Certified Survey Map No. 9163 (9533 West Ryan Road; TKN 894-9002-000) (Eric J. Davidson and Deborah J. Davidson, Property Owners, Applicants).
 - 3. Request Common Council Approval to allocate funding for the purchase of a pre-owned fire apparatus for interim use until the delivery of new equipment.
 - 4. Request Common Council Approval to allow the Fire Department to dispose of a decommissioned pumper (engine), a decommissioned EZ-GO utility vehicle and miscellaneous surplus equipment.

5. Request Common Council Approval to Purchase a Replacement Battalion Command Vehicle – Capital Equipment Replacement Fund (42-0221-5811).
6. An Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budgets for the Equipment Replacement Fund to carryforward \$723,567.99 of unused 2022 Fire Department Auto Equipment Appropriations.
7. Authorization to Release Funds to make the following Municipal Court 2024 Approved Budget Purchases for Furniture/Fixtures.
8. Parks Commission Request for Review of Parks Marketing Materials.
9. A Resolution Authorizing the City to Execute an Updated Scope of Work and Budget Augment Contract to the Existing Agreement that Allows for Houseal Lavigne Associates LLC to Perform the Unified Development Ordinance Rewrite Project.
10. A Resolution to Authorize a Contract with GRAEF-USA, INC. to Provide Storm Water Management Plan Reviews and Other On-Call Services for 2024 and 2025.
11. Authorization for the Department of Public Works to Accept & Execute Reforestation & Wetland Restoration Agreement with Milwaukee Metropolitan Sewerage District for Municipal Tree Planting.
12. An Ordinance to Re-Letter and Amend §229-2J. and to Create a New §229-2J. of the Municipal Code to Provide for the Process of the Refunding of Tax Overpayments.
13. A Resolution to Authorize a Contract with Harwood Engineering Consultants Ltd. to Provide Storm Water Management Plan Reviews and Other On-Call Services for 2024 and 2025.
14. A Resolution to Authorize a Contract with Ruckert & Mielke, Inc. to Provide Public Infrastructure Construction Inspection for 2024 and 2025.
15. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Development – Impact Fee Fund to Provide Additional \$505,422.24 Appropriations for the Transfer of Park Impact Fees to Support Capital Projects.
16. A Resolution to Amend Contract with GRAEF-USA, INC. to Provide Construction Observation Services of Industrial Park Lift Station (10100 S. 60th Street) Replacement for \$5,020.
17. A Resolution for Foth Infrastructure & Environment, LLC to Perform 2024 Bridge Inspections for \$5,400.
18. Tentative Agreement Between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760, for a 2024-2026 Successor Labor Agreement.
19. Award or Reject Bid Results for the 2023 Department of Public Works Site Improvement Project 7979 W. Ryan Road (TKN 896-9990-001).
20. Authorization to Bid a Watermain Project on S. Lovers Lane Between S. Phyllis Lane and W. Herda Place.
21. A Resolution to Authorize a Contract With raSmith, Inc. to Provide Public Infrastructure Construction Inspection for 2024 and 2025.

- 22. Rapid7 Annual MDR/SIEM Security Services Renewal - Account 01-0211-5257.
- 23. A Resolution to Authorize a Contract With GRAEF-USA, INC. to Provide Public Infrastructure Construction Inspection for 2024 and 2025.
- 24.* Evaluation and Final Selection of Proposed Tax Assessment Services. The Common Council may enter closed session according to Wis. Stat. § 19.85(1)(e), Considering the Deliberating or Negotiating the Purchasing of Public Properties, the Investing of Public Funds, or Conducting Other Specified Public Business, Whenever Competitive or Bargaining Reasons Require a Closed Session, and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of January 16, 2024.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

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

REMINDERS:

February 6	Common Council Meeting	6:30 p.m.
February 8	Plan Commission	6:00 p.m.
February 20	Spring Primary	7:00 a.m.-8:00 p.m.
February 21	Common Council Meeting (Wednesday)	6:30 p.m.
February 22	Plan Commission	6:00 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
JANUARY 3, 2024
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on January 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, Alderwoman Day, Alderman Barber, Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and Deputy City Clerk Shirley Roberts.

CITIZEN COMMENT

B.1. Citizen comment period was opened at 6:31 p.m. and was closed at 6:41 p.m.

Alderman Barber moved to suspend the rules to allow residents to speak during items G.3. and G.4. Seconded by Alderman Craig. All voted Aye; motion carried.

POLICE CHIEF
RICHARD OLIVA
PROCLAMATION

B.2. Mayor Nelson presented a Proclamation in Recognition of the Service of Police Chief Richard P. Oliva.

MINUTES
DECEMBER 19, 2023

C. Alderman Holpfer moved to approve the minutes of the Common Council meeting of December 19, 2023, as presented. Seconded by Alderman Barber. All voted Aye; motion carried.

UPDATE TO NOISE
ISSUES AT THE ROC
BALLPARK
COMMONS

G.1. Mayor provided an update on the solutions to noise issues at the ROC Ballpark Commons and Laura Nelson with Engage Franklin provided an update on Enchant Christmas.

RES. 2024-8083
INSTALLATION OF
FENCE AT 4107 W.
BARNWOOD CT.,
MARK ANHALT,
APPLICANT

G.2. Alderwoman Day moved to adopt Resolution No. 2024-8083, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 30 FOOT PLANTING STRIP PLAT RESTRICTION, UPON LOT 2 IN SOUTHWOOD EAST ADDITION NO. 2 SUBDIVISION (4107 WEST BARNWOOD COURT) (MARK ANHALT, APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2024-8084
CSM AT APPROX.
7154 S. 76TH ST.,
POTHS GENERAL
LLC, APPLICANT,
INITECH LLC,
PROPERTY OWNER

G.3. Alderman Barber moved to suspend the rules which were approved previously to allow residents to speak during this item.

Alderman Barber moved to adopt Resolution No. 2024-8084, A RESOLUTION CONDITIONALLY APPROVING A 1 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOT 2, CERTIFIED SURVEY MAP NO. 8318, OUTLOT 1 OF CERTIFIED

SURVEY MAP NO. 6313, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 5401 AND LANDS ALL BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (BY POTH'S GENERAL LLC, APPLICANT, INITECH LLC, PROPERTY OWNER) (APPROXIMATELY 7154 SOUTH 76TH STREET). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. 2024-2576
AMEND § 15-3.0447 OF
UDO PDD NO. 42 AT
APPROX. 7154 S. 76TH
ST., POTH'S GENERAL
LLC, APPLICANT

G.4. Alderman Barber moved to suspend the rules which were approved previously to allow residents to speak during this item.

Alderman Barber moved to adopt Ordinance No. 2024-2576, AN ORDINANCE TO AMEND SECTION 15-3.0447 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 42 (POTH'S GENERAL) TO AMEND LANDSCAPING REQUIREMENTS AS IT PERTAINS TO THE QUANTITY OF PLANTINGS REQUIRED (POTH'S GENERAL LLC, APPLICANT) (AT APPROXIMATELY 7154 SOUTH 76TH STREET). Seconded by Alderwoman Day. All voted Aye; motion carried.

RES. 2024-8085
AMEND RES. NOS. 88-
3175, 95-4217, 99-4875,
99-4933, 2004-5733
(NOT RECORDED),
2004-5736, AND 2015-
7074 AT 6381, 6411,
6455 & 6421 S, 108TH
ST., HILLER FORD,
INC. AND
DEALERSHIP
PROPERTIES, INC.,
APPLICANTS

G.5. Alderwoman Eichmann moved to adopt Resolution No. 2024-8085, A RESOLUTION TO AMEND RESOLUTION NOS. 88-3175, 95-4217, 99-4875, 99-4933, 2004-5733 (NOT RECORDED), 2004-5736, AND 2015-7074 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE AMENDMENT FOR PROPERTIES LOCATED AT 6381, 6411, 6455 AND 6421 SOUTH 108TH STREET TO ALLOW FOR CONSTRUCTION OF A 15,360 SQUARE FOOT EXPANSION OF THE HILLER FORD PARTS WAREHOUSE BUILDING AND ASSOCIATED SITE PAVING MODIFICATIONS UPON PROPERTY LOCATED AT 6455 SOUTH 108TH STREET (HILLER FORD, INC. AND DEALERSHIP PROPERTIES, INC., APPLICANTS). Seconded by Alderman Craig. All voted Aye; motion carried.

Alderwoman Eichmann vacated her seat at 7:55 p.m.

2024 PUBLIC HEALTH
GRANT CONTRACTS

G.6. Alderwoman Day moved to approve the Director of Health and Human Services to accept the 2024 Division of Public Health consolidated grant contracts. Seconded by Alderman Craig. All voted Aye; motion carried.

2024 AGREEMENT
WITH MEDICAL
COLLEGE OF WI FOR

G.7. Alderman Hasan moved to approve the Director of Health and Human Services to sign the Medical College of Wisconsin affiliation agreement to host a volunteer student intern in 2024. Seconded by

STUDENT INTERN

Alderman Barber. All voted Aye; motion carried (5-0-1).

2023-2024 SPF-PFS
GRANT

- G.8. Alderman Barber moved to approve the Director of Health and Human Services to approve the acceptance and execution of the 2023-2024 Strategic Prevention Framework - Partnership for Success (SPF-PFS) grant. Seconded by Alderwoman Day. All voted Aye; motion carried (5-0-1).

Alderwoman Eichmann returned to her seat at 7:58 p.m.

RES. 2024-8086
S. 116TH ST. TRAIL
PROJECT CHANGE
ORDER NO. 5 TO
GRAEF-USA, INC.

- G.9. Alderman Holpfer moved to adopt Resolution No. 2024-8086, A RESOLUTION TO EXECUTE S. 116" STREET TRAIL PROJECT CHANGE ORDER NO. 5 TO GRAEF-USA, INC. TO PREPARE A PHASE 2.5 HAZARDOUS MATERIALS INVESTIGATION FOR \$40,000. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. 2024-2577
AMEND ORD. 2023-
2569, 2024 - ANNUAL
BUDGETS
CARRYFORWARD
UNUSED FIRE DEPT.
IMPROVEMENTS

- G.10. Alderman Barber moved to adopt Ordinance No. 2024-2577, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO CARRYFORWARD \$234,700 OF UNUSED 2023 FIRE DEPARTMENT BUILDING IMPROVEMENT APPROPRIATIONS. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ORD. 2024-2578
AMEND ORD. 2022-
2521 - 2023 ANNUAL
BUDGET - GENERAL
FUND TO MOVE FOR
FIRE DEPT. AUTO
MAINTENANCE

- G.11. Alderwoman Eichmann moved to adopt Ordinance No. 2024-2578, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL FUND TO MOVE \$11,578.38 OF UNRESTRICTED CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT AUTO MAINTENANCE APPROPRIATIONS. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ORD. 2024-2579
AMEND ORD 2022-
2521-2023 ANNUAL
BUDGET - CAPITAL
IMPROVEMENT FUND
FOR SCHOOL
TRAFFIC LIGHT
PROJECT

- G.12. Alderman Hasan moved to adopt Ordinance No. 2024-2579, AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$43,500 APPROPRIATIONS FOR THE SCHOOL TRAFFIC LIGHT PROJECT. Seconded by Alderman Barber. On roll call Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderman Barber and Alderman Craig voted Aye, Alderwoman Day voted No. Motion carried (5-1-0).

PROMOTION OF
ASSOCIATE

- G.13. Alderman Hasan moved to authorize the promotion and subsequent increase in salary levels for Marion Ecks from Associate Planner

Upon reentering open session at 9:55 p.m., Alderman Barber moved to confirm Shirley Roberts as Director of Clerk Services. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

MISCELLANEOUS
LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of January 3, 2024:

Grant 2023-24 Operator License to: Kimberly Burdick, Dao Dang, Teresa Kerber, Son Thanh Le, & Jan Matuszak;

Grant Temporary Entertainment & Amusement to Franklin Police Department, PO Gary Wallace, National Night Out-Crime Prevention Community Event, Franklin Public Library-9151 W Loomis Rd, 8/5/24;

Grant Temporary Entertainment & Amusement & Class "B" Beer Retailer's to St Martin of Tours Church, Hoan Chau Nguyen, Vietnamese Lunar New Year Celebration, 7963 S 116th St, 2/11/24; and

Hold for Appearance Police Incident Reports from 5/16/23-12/27/23.

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

VOUCHERS AND
PAYROLL

I. Alderman Barber moved to approve City vouchers with an ending date of December 28, 2023, in the amount of \$ 1,233,222.17, and payroll dated December 29, 2023, in the amount of \$ 482,098.32 and payments of the various payroll deductions in the amount of \$ 463,445.52, plus City matching payments, and estimated payroll dated January 12, 2024 in the amount of \$ 625,000 and payments of the various payroll deductions in the amount of \$ 300,000, plus City matching payments. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Holpfer moved to adjourn the meeting of the Common Council at 9:58 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FRANKLIN will conduct a public hearing on Tuesday, January 16, 2024 at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin, to hear public comment regarding a proposed ordinance to amend §92-9. of the Municipal Code of the City of Franklin, Wisconsin, pertaining to impact fees upon land development pursuant to § 66.0617 of the Wisconsin Statutes, pursuant to the Public Facilities Needs Assessment and Impact Fee Study, dated November 27, 2023, a revised public facilities needs assessment prepared for the City, including but not limited to proposed amendments to the impact fee amounts for Water and Sanitary Sewer. The proposed amendments provide for: an increase to single-family and two-family residential land development fees approximating 3%, an increase to multi-family residential land development fees approximating 4%, an increase to commercial land development fees approximating 5%, an increase to industrial land development fees approximating 5%, a change in methodology to apportion Water fees based on water meter size rather than the current residential equivalent connections, and implementing a fee reduction in support of housing affordability which applies a reduction to homes that are less than 75 percent of the average square footage of homes from the prior year and a reduction to homes that are 50 percent of the average square footage of homes from the prior year.

This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.0617(3). The public is invited to attend the public hearing and to provide input. The proposed ordinance to amend §92-9. Impact fees, of the Municipal Code, as aforesaid, together with a copy of the revised public facilities needs assessment pursuant to Wis. Stat. §§ 66.0617(3) and (4)(b), i.e., the Public Facilities Needs Assessment and Impact Fee Study, dated November 27, 2023, are available and open for inspection by the public in the Office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The proposed draft form ordinance is subject to revisions following the public hearing and the further consideration by the City of Franklin Common Council.

Dated this 21st day of December, 2023.

Karen L. Kastenson
City Clerk

Publish on December 27, 2023
N.B. Class I

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE January 16, 2024
REPORTS & RECOMMENDATIONS	A Public Hearing Regarding Proposed Amendments to §92-9 of the Municipal Code Pertaining to Impact Fees for Southwest Sanitary Sewer System Facilities and Water System Facilities	ITEM NUMBER

Background

At the December 19, 2023 Common Council Meeting, the Council approved a motion accepting the Public Facilities Needs Assessment and Impact Fee Study dated November 27, 2023, and directed that a public hearing be held to consider input and adopt a revised Impact Fee Ordinance.

The attached public hearing notice was published in the South Now newspaper on December 27, 2023. In conjunction with the publishing of the notice, the attached copy of the Public Facilities Needs Assessment and Impact Fee Study, dated November 27, 2023, were made available and open for inspection by the Public in the Office of the City Clerk.

The study addresses public facilities in the Water and Sewer Utilities. Page 1 provides the Purpose and Background for the Study. The Study addresses Water System and Sanitary Sewer System needs within the City of Franklin.

In 2020, Council approved resetting the Park, Library, Law Enforcement and Municipal Court Facilities, Transportation Systems Facilities, Fire Protection and Emergency Medical Services Facilities Fees. The Water Systems Facilities and Sanitary Sewer System Facilities fees were to be evaluated at a later date.

In 2022, Council moved to table the adoption of an Ordinance to Amend §92-9. Impact Fees, of the Municipal Code, In Part and Primarily to Update Same Pursuant to the Public Facilities Needs Assessment and Impact Fee Study dated April 27, 2022.

July 5, 2023, Council approved Resolution No. 2023-8016, approving Ruckert & Mielke, Inc. to complete a Sanitary Sewer Impact Fee Study. The need for a Water Impact Fee Study was imperative to the Water Tower Project along with the expiration of the planning period in 2020. Hence, why the Sanitary Sewer Systems Facilities and Water System Facilities are being reviewed at this time.

Analysis

Ed Maxwell, the City’s consultant from Ruckert & Mielke, Inc. will be present at the January 16, 2024 Common Council Meeting to present this item.

A few important items to consider:

- The Water System Facilities, along with the accompanying impact fees, have not been re-evaluated since being implemented in 2002. Therefore, the planning period of 2000-2020 has expired and it is imperative to update at this time.
- The Sanitary Sewer System Facilities, along with the accompanying impact fees, have not been re-evaluated since being implemented in 2013.
- The Common Council may deviate from the study if it determines that additional costs can/should be funded through other City sources.

- Best practices are to review the fees on a more regular cycle than has been done previously. Therefore, staff is recommending a 3-5-year cycle for review, unless substantial changes in planning/projects prompt specific areas to be reviewed more frequently.

The draft study establishes revised impact fees for single-family, two-family, multi-family, commercial and industrial developments. The study recommends updating the fees as follows:

Table 16 - Summary of Impact Fees *				
Type of Impact Fee	Single-family or Two-family Dwelling Unit	Multi-family Dwelling Unit	Commercial Unit (per 1,000 sq ft)	Industrial Unit (per 1,000 sq ft)
Proposed Fees				
Water (Proposed, per equivalent meter)	\$3,181	\$3,181	\$3,181	\$3,181
Sanitary Sewer (Proposed, southwest only, per equivalent meter)	\$4,276	\$4,276	\$4,276	\$4,276
Transportation (Existing Fee -- No Change)	\$824	\$536	\$278	\$136
Fire (Existing Fee -- No Change)	\$565	\$366	\$192	\$94
Law Enforcement (Existing Fee -- No Change)	\$645	\$420	\$219	\$108
Parks (Existing Fee -- No Change)	\$2,382	\$1,547	N/A	N/A
Library (Existing Fee -- No Change)	\$419	\$272	N/A	N/A
Total of Proposed Fees	\$12,292	\$10,598	\$8,146	\$7,795
Existing Fees				
Water (per equivalent meter)	\$3,341	\$3,341	\$3,341	\$3,341
Sewer (per equivalent meter)	\$3,729	\$3,729	\$3,729	\$3,729
Transportation	\$824	\$536	\$278	\$136
Fire	\$565	\$366	\$192	\$94
Law Enforcement	\$645	\$420	\$219	\$108
Parks	\$2,382	\$1,547	N/A	N/A
Library	\$419	\$272	N/A	N/A
Total Existing Fees	\$11,905	\$10,211	\$7,759	\$7,408
Change from Existing Fees	\$387	\$387	\$387	\$387
Change from Existing Fees	3%	4%	5%	5%

* Does not include administrative fees

COUNCIL ACTION REQUESTED

No specific action requested regarding the public hearing.

A separate item has been placed on the January 16, 2024 Common Council Meeting agenda for action pertaining to "An Ordinance to Amend to §92-9, Impact Fees, of the Municipal Code, in Part and Primarily- to Update Same Pursuant to the Public Facilities Needs Assessment and Impact Fee Study Dated November 27, 2023."

Finance Dept - DB

Public Facilities Needs Assessment and Impact Fee Study



PREPARED FOR:

City of Franklin

9229 W. Loomis Rd

Franklin, WI 53132

PREPARED BY:

Ruekert & Mielke, Inc.

W233N2080 Ridgeview Pkwy

Waukesha, WI 53188

Public Facilities Needs Assessment and Impact Fee Study

November 27, 2023



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PUBLIC FACILITIES NEEDS ASSESSMENT AND IMPACT FEE STUDY

PURPOSE AND BACKGROUND

This study is a public facility needs assessment under Wisconsin Statutes § 66.0617(4). This study develops and recommends impact fees that comply with the impact fee standards in Wis. Stat. § 66.0617(6).

Ruekert & Mielke, Inc. (R/M) and the City of Franklin (Franklin) have prepared several impact fee studies and updates:

- 2002 Public facilities needs assessment and impact fee study for law enforcement & municipal courts, fire & emergency medical services, library, parks, transportation, and water facilities.
- 2004 Amendment to impact fees for law enforcement & municipal court, and fire & emergency medical services facilities.
- 2012 Public facilities needs assessment and impact fee study for southwest sanitary sewer service area (fees adopted in 2013).
- 2013 Public facilities needs assessment and impact fee study update for parks.
- 2015 Public facilities needs assessment and impact fee study update for parks.
- 2020 Public facilities needs assessment and impact fee study for law enforcement & municipal courts, fire & emergency medical services, library, parks, and transportation.

The level of detail meets the state statutes, which grant latitude to municipalities in how they spend impact fee funds. As the footnotes to Wis. Stat. § 66.0617 explain, the law “allows a municipality to impose impact fees for a general type of facility without committing itself to any particular proposal before charging the fees.” The footnotes to the statutes make explicit that a “municipality must be allowed flexibility to deal with the contingencies inherent in planning.” The project details that follow in this study represent Franklin’s best planning at this time, but Franklin reserves its statutory right to alter its planning to best suit evolving needs after this study is finished.

As required by the Wisconsin Statutes, each fee section contains an inventory of existing facilities, a list of future projects, the service standards, existing deficiencies, and the calculation of the impact fee. The study also contains the required analysis on the effect the proposed impact fees would have on housing affordability.

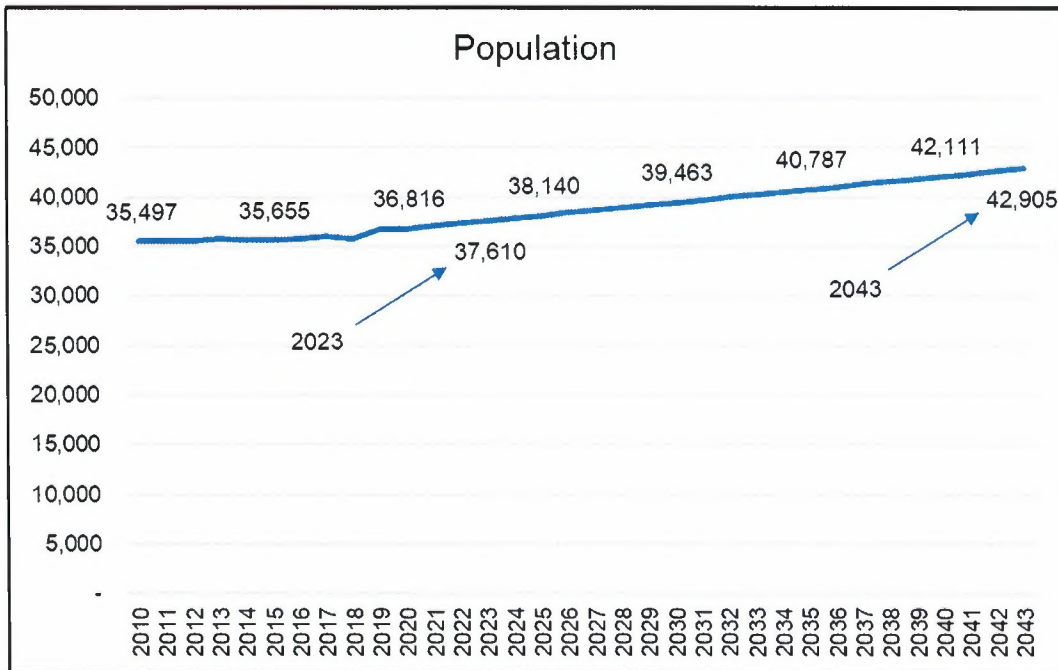
The fees contained in this study do not apply to public school facilities per Franklin’s ordinance § 92-9.K, which was amended in 2020 to exclude them.

GENERAL

The growth forecast and service area give a common framework for developing impact fees for specific facility types.

Growth Forecast

We forecast the following population growth through 2043 as shown below.



The US Census Bureau number was used for the 2020 population while the population for each prior year is based on data from the Wisconsin Department of Administration (DOA) Demographics Services Center. The DOA's growth rate for 2020 to 2040 was applied to the forecast, but R/M adjusted the DOA's forecast downward by approximately 25 percent based on conversations with City staff, including the City's Planning Department.

This forecast assumes an annual growth rate of a little less than 1 percent. If Franklin grows at a significantly higher or lower rate, especially over the course of several years, Franklin should update its impact fees to reflect this change.

The population forecast is used to help confirm residential development that is based on recent customer growth rate among the single-family and multifamily residential classes. The rate of growth for nonresidential demand is based on recent growth rates in those customer classes as well. The fees for both the water and sanitary sewer departments are forecast on an equivalent-meters basis. The forecast methodology and the growth rates are explained in detail later in the study.

Service Area

Wis. Stat. § 66.0617(4)(a)2 requires Franklin to base impact fees on an explicitly identified service area. The service area for the water fees is the entire City of Franklin. The sanitary-sewer impact fees are to be collected in southwest Franklin. See Appendix A for the map defining Franklin's sanitary-sewer service area for impact fees.

WATER SYSTEM FACILITIES

Franklin plans to continue to impose impact fees to fund water system improvements. Franklin first imposed impact fees for its water system in 2002. Since then, several projects have been completed, and the system needs new projects to provide service for future growth.

Below is an inventory of the water system's current infrastructure.

Public Facilities Needs Assessment and Impact Fee Study

Table 1 - Water Inventory				
Existing Water Supply Facilities		Actual Capacity (gallons/minute)	Primary Purpose	
Well 8		600	Standby	
Total		600		
Existing Booster Pump Stations		Actual Capacity (gallons/minute)	Primary Purpose	
Drexel Booster Station P1		1,600	Booster	
Drexel Booster Station P2		1,600	Booster	
Drexel Booster Station P3		900	Booster	
Drexel Booster Station P4		1,400	Booster	
Puetz Road Booster Station P1		1,750	Booster	
Puetz Road Booster Station P2		875	Booster	
Puetz Road Booster Station P3		1,750	Booster	
Puetz Road Booster Station P4		875	Booster	
Total		10,750		
Existing Storage Facilities		Total Capacity (gallons)	Type	
Tank 1		500,000	Elevated Tank	
Tank 2		2,000,000	Elevated Tank	
Total		2,500,000		
Existing Water Mains				
Diameter (inches)		Length (ft)	Function	Material
6		20,935	Supply	Other Metal
6		32,698	Supply	Other Plastic
8		23,776	Supply	Other Metal
8		454,212	Supply	Other Plastic
10		3,026	Supply	Other Plastic
12		34,744	Transmission	Other Metal
12		182,388	Transmission	Other Plastic
16		23,241	Transmission	Other Metal
16		120,425	Transmission	Other Plastic
20		18,989	Transmission	Other Metal
24		15,871	Transmission	Other Metal
Total		930,305		

Source: 2022 PSC Annual Report

Note: Reservoir 8 is no longer in use

All the projects under Phases I and II in the 2002 impact-fee study have been completed, as have several of the Phase III and Phase IV projects. The projects from the study that need to be

completed are elevated storage tanks, and oversizing of mains for new growth remains an ongoing need.

A new water system study was produced in 2009 by Kaempfer & Associates. The study recommended building three tanks to serve new growth, the same one on Puetz Road that the 2002 impact fee study had included and two on Lovers Lane instead of just one that the original study had included.

For the two towers on Lovers Lane, the 2009 study recommended a combined size of 1.5 million gallons. A storage alternatives evaluation conducted in 2018 by Kaempfer produced a different conclusion: construct two 1-million gallon-tanks and take one of Franklin's current tanks out of service, a 500,000-gallon tank. The net increase is still 1.5 million gallons of storage capacity. Since one-half of one of the new tanks is essentially replacement, one-half of that cost is excluded.

The 2009 study also included a 16-inch transmission main on St. Martins Road, 12-inch transmission main on Church Street, and a building expansion for the water and sewer utility's shared facility. However, only the building expansion was identified as being needed for servicing future growth; the other projects were deemed essential for augmenting reliability for service to existing customers. The other projects are therefore considered existing deficiencies and are not eligible for impact fees.

The project costs listed below for the storage tanks come from Franklin's five-year capital improvement plan, with 15 percent added to account for engineering and inspection. The first Lovers Lane tower is more expensive than the second one because it will include extensive site work and the oversizing costs of the water main needed to connect the towers to the rest of the system. The second tower is less because it does not include the site work or oversizing and only half the full cost since half of its capacity will replace an existing tower's capacity.

The building expansion was finished in 2015 and is listed at actual cost, but it is the cost for only the water-utility portion of the building (the facility was constructed for both the sewer utility and the water utility). The estimate for oversizing in the forecast time is based on an annual average of oversizing costs, with the costs adjusted by the Engineering News Record Cost Construction Index (ENR CCI) to 2023 dollars.

Project	Cost
Puetz Road Elevated Storage Tank	\$ 8,464,951
First Lovers Lane Elevated Storage Tank	8,185,700
Second Lovers Lane Elevated Storage Tank *	1,941,502
Oversizing for next 20 years	6,095,000
Building Expansion **	1,680,000
Total	\$ 26,367,154

* Excludes half the cost since it is replacing existing 0.5 MG tank

** Total is only for portion of expansion used for water utility

The standard applied to the storage tanks is capacity based on maximum-day demand. The most recent water system study indicates that these projects are needed exclusively to meet the capacity needs for future growth. However, the forecast for growth was based on trends that did not continue since the study was conducted. The 2009 study forecast that in 2020, average daily demand would be over 4.5 million gallons, but average daily demand in 2020 was 2.4 million gallons, or less than 60 percent of what had been forecast. Both lower-than-expected growth and increased conservation and efficiency measures have caused actuals to fall below the forecast.

R/M created a new forecast for average daily demand based on the long-term annual growth rate. For maximum day demand, a multiyear average of maximum day to average day demand ratio was used. For peak hour demand, the ratio of average day to peak hour demand from the Kaempfer study was applied. The bottom line of the table below compares the R/M forecast to the forecast for full buildout in the Kaempfer study.

Study Comparison	Average (million gallons/day)	Max Day (million gallons/day)	Peak Hour (million gallons/day)
2009 Water System Study Forecast	6.058	13.933	24.232
R/M Forecast	4.328	7.136	12.984
Current Forecast as % of Prior Forecast	71.4%	51.2%	53.6%

Only the portion of the project that will serve future needs within the forecast period – the next 20 years – can be recovered through impact fees. The Kaempfer study explained that total water storage is based on maximum-day demand, so per the adjusted forecast, 51.2 percent of the cost can be recovered using impact fees.

The standard for main oversizing is capacity to supply the greater of peak hourly demand or average demand on the maximum day plus the projected fire flow demand. Since by definition oversizing is intended solely to provide excess capacity for anticipated future growth, all oversizing costs can be attributed to future growth.

The standard applied to the building expansion is based on population compared to square footage of building space. Most of the building expansion was needed to serve the existing population, i.e., to fix an existing deficiency, but almost a fifth of it was needed to serve future growth.

Category	Standard per 1,000 Population	Current Population Estimate	Current Goal	Future Population	Future Goal
				Meet Future Needs	New Growth Share
Water Building (Square Footage)	276	37,610	10,367	42,905	11,826
Facility	Prior Inventory	Existing Deficiency	Additions	Needs	Share
Water Building (Square Footage)	3,310	7,057	8,298	1,460	17.6%

Prior Inventory refers to the building size before the expansion was completed. The Prior Inventory and Additions include only the portion of the building used by the water utility. Only 18 percent of the cost can be recovered through impact fees.

Below are the costs for the projects with the new growth share shown.

Project	Full Cost	New Growth Share	Cost to New Growth
Puetz Road Elevated Storage Tank	\$ 8,464,951	51.2%	\$ 4,335,455
First Lovers Lane Elevated Storage Tank	8,185,700	51.2%	4,192,432
Second Lovers Lane Elevated Storage Tank	1,941,502	51.2%	994,370
Oversizing	6,095,000	100.0%	6,095,000
Building Expansion	1,680,000	17.6%	295,509
Total	\$ 26,367,154		\$ 15,912,766

Franklin reserves the right to amend this list outside of a formal impact fee study based on court rulings regarding impact fees. As the footnotes on Wis. Stat. § 66.0617 explain, the law “allows a municipality to impose impact fees for a general type of facility without committing itself to any particular proposal before charging the fees. The needs assessment must simply contain a good-faith and informed estimate of the sort of costs the municipality expects to incur for the kind of facility it plans to provide A municipality must be allowed flexibility to deal with the contingencies inherent in planning.” Franklin may therefore add projects to serve new growth as needed.

To allocate the cost among new growth, impact fees have been apportioned based on meter size.

RM recommends changing methodology away from the City’s current approach of apportioning fees based on residential equivalent connections for several reasons. Apportioning fees based on meter size is much easier for customers to understand, offers more consistency and predictability in fees for both customers and the City, and greatly simplifies the City’s task of administering the fees.

Forecasting meter count was based on the recent historical annual customer growth rate in each customer class at each meter size. The growth among each of the meter sizes was proportioned according to their existing distribution. Below is the forecast for the two residential classes, single-family and multifamily, for the next 20 years.

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Table 6 - Forecast New Growth Single-family and Multifamily Meters

Forecast increase in single-family meters							32.1%
Forecast increase in multifamily meters							34.1%
Meter Size			Incremental				Incremental
	Single-family *	% Share	Single-family Meters	Multifamily *	% Share	Multifamily Meters	
1/2" **	-	0.00%	-	-	0.00%	-	-
3/4"	7,381	98.65%	2,372	1	0.33%	-	-
1"	95	1.27%	31	119	39.67%	41	
1.25"	-	0.00%	-	-	0.00%	-	-
1.5"	6	0.08%	2	110	36.67%	38	
2"	-	0.00%	-	65	21.67%	22	
2.5"	-	0.00%	-	-	0.00%	-	-
3"	-	0.00%	-	2	0.67%	1	
4"	-	0.00%	-	1	0.33%	-	-
6"	-	0.00%	-	2	0.67%	1	
8"	-	0.00%	-	-	0.00%	-	-
10"	-	0.00%	-	-	0.00%	-	-
12"	-	0.00%	-	-	0.00%	-	-
7,482		100.00%	2,405	300	100.00%	103	

* From 2022 PSC annual report

** Excludes 1/2" meters for forecasting purposes since Franklin is no longer installing them

The difference in the growth rate for population and the growth rate for residential customer classes can be attributed to the trend of fewer people per unit, both for single-family and multifamily dwellings.

For the last several years, the annual growth rates for the public-authority and irrigation classes are negligible. Coupled with a declining land-use forecast for institutional and agricultural purposes, the flat growth rate caused R/M to forecast no growth in the public-authority and irrigation meter count.

For the commercial and industrial classes, the number of new meters was projected out twenty years based on the annual growth rates for the number of customers in each class.

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Table 7 - Forecast New Growth Commercial and Industrial Meters

Forecast increase in commercial meters		28.6%					
Forecast increase in industrial meters		14.0%					
Meter Size	Commercial	% Share	Incremental		% Share	Incremental	
			Commercial Meters	Industrial		Commercial Meters	Industrial Meters
1/2"	-	0.00%	-	-	0.00%	-	-
3/4"	166	48.12%	47	3	11.54%	-	-
1"	87	25.22%	25	9	34.62%	1	1
1.25"	-	0.00%	-	-	0.00%	-	-
1.5"	46	13.33%	13	6	23.08%	1	1
2"	37	10.72%	11	4	15.38%	1	1
2.5"	-	0.00%	-	-	0.00%	-	-
3"	9	2.61%	3	3	11.54%	-	-
4"	-	0.00%	-	-	0.00%	-	-
6"	-	0.00%	-	1	3.85%	-	-
8"	-	0.00%	-	-	0.00%	-	-
10"	-	0.00%	-	-	0.00%	-	-
12"	-	0.00%	-	-	0.00%	-	-
345		100.00%	99	26	100.00%	3	3

The following table sums up the forecast meters by size. Per Franklin's policy, a meter for a single-family residence will always equal the cost for a ¾-inch meter, regardless of the house's actual meter size, so the forecast below includes all the single-family residences as having ¾-inch meters.

Table 8 - Forecast New Growth Meter Summary

Meter Size	Single-family Residential	Multifamily Residential	Commercial	Industrial	Total
1/2"	-	-	-	-	-
3/4"	2,405	-	47	-	2,452
1"	-	63	25	1	89
1.25"	-	-	-	-	-
1.5"	-	34	13	1	48
2"	-	19	11	1	31
2.5"	-	-	-	-	-
3"	-	1	3	-	4
4"	-	-	-	-	-
6"	-	1	-	-	1
8"	-	-	-	-	-
10"	-	-	-	-	-
12"	-	-	-	-	-
Total	2,405	118	99	3	2,625

The Equivalency Factors are based on standard ratios used in the water industry, including the ones used by the Public Service Commission of Wisconsin for determining public fire protection

charges. The Equivalency Factor was then multiplied by the number of meters per size to equate the number of future connections to the total number of equivalent residential meters.

Table 9 - Equivalent Meter Count for New Growth

Meter Size	Equivalencies	Single-family	Multi-family	Commercial	Industrial	Total
3/4"	1.0	2,405.0	-	47.0	-	2,452.0
1"	2.5	-	157.5	62.5	2.5	222.5
1.25"	3.75	-	-	-	-	-
1.5"	5.0	-	170.0	65.0	5.0	240.0
2"	8.0	-	152.0	88.0	8.0	248.0
2.5"	12.5	-	-	-	-	-
3"	15.0	-	15.0	45.0	-	60.0
4"	25.0	-	-	-	-	-
6"	50.0	-	50.0	-	-	50.0
8"	80.0	-	-	-	-	-
10"	120.0	-	-	-	-	-
12"	160.0	-	-	-	-	-
Total		2,405.0	544.5	307.5	15.5	3,272.5

With the total number of equivalent meters and the total cost attributed to new growth, the impact fee per equivalent meter can be calculated. The existing balance in the water impact-fee fund is subtracted from the total cost first, and then the remaining cost is divided by the number of equivalent meters. The fee per equivalent meter is multiplied by the equivalent meter factor to arrive at the impact fee to charge each meter size. A meter for a single-family residence will always equal the cost for a 3/4-inch meter, regardless of the house's actual meter size.

Total New Growth Costs		\$15,912,766	
<u>Less Existing Water Fund Balance</u>		<u>5,501,346</u>	
Net Costs Eligible for Impact Fees	\$	10,411,420	
Equivalent Meters		3,272.5	
Fee per Equivalent Meter		\$3,181	
	Equivalent		
	Meter Size	Meter Factor	Fee per Meter
	1/2"	1.00	\$3,181
	3/4"	1.00	\$3,181
	1"	2.50	\$7,953
	1.25"	3.75	\$11,929
	1.5"	5.00	\$15,905
	2"	8.00	\$25,448
	2.5"	12.50	\$39,763
	3"	15.00	\$47,715
	4"	25.00	\$79,525
	6"	50.00	\$159,050
	8"	80.00	\$254,480
	10"	120.00	\$381,720
	12"	160.00	\$508,960

The proposed fee would reduce the fee to a single-family residence by approximately 5 percent due to a substantial balance that has accumulated and due to several of the projects from the prior study having been completed and paid for.

SEWER SYSTEM FACILITIES

Sanitary sewer impact fees were first implemented in 2013 for the southwest area of Franklin served by the Ryan Creek Interceptor (RCI).

For the purposes of this study, the entire area is undeveloped with regard to municipal sanitary sewerage facilities except for those residences within developments such as Ryan Meadows, Park Circle, Briarwood, and Ryanwood Manor that have connected to adjacent facilities and have paid impact fees already. Therefore, all future development within this area is new development with respect to Franklin's sanitary sewerage system, and all the costs are eligible for impact fees.

However, as described in Franklin's Sanitary Sewer Extension Cost Recovery Policy, a portion of the cost of each segment will be charged to abutting properties, either through developer

contributions or special assessments. The impact fees must therefore be reduced by the anticipated contributions from abutting property owners. Franklin's policy is to charge a maximum amount per foot of abutting frontage, with the maximum amount determined by the land use of the abutting property and the minimum diameter main (8-inch) required. Certain types of property, such as wetlands and transportation rights-of-way, cannot be assessed. The contributions, along with the remaining costs, are shown in the table below.

The total that excludes Trunks 12R, 24, and 35 is the amount used for calculating impact fees, since those trunks are not likely to be built during the forecast period or may be built by developers. Approximately \$260,000 will be recovered from abutting property owners, leaving approximately \$12.7 million to be recovered through impact fees.

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Table 11 - Project Costs						
Sewer Segment	Land Use	Frontage (feet)	Segment Cost	Maximum Assessable Cost / Foot	Maximum Assessable Cost	Remaining Cost
Trunk 6	Commercial/Mixed Use	3,370	\$ 978,100	\$201	\$ 67,646	\$ 910,454
	<u>Non-assessable</u>	460	133,509	\$0	-	133,509
	Subtotal	3,830	\$ 1,111,609		\$ 67,646	\$ 1,043,963
Trunk 12	Residential	1,020	711,988	\$164	16,683	695,305
	<u>Non-assessable</u>	7,439	5,192,625	\$0	-	5,192,625
	Subtotal	8,459	\$ 5,904,612		\$ 16,683	\$ 5,887,929
Trunk 12K	Mixed Use	2,648	1,496,810	\$201	53,153	1,443,657
	Residential	1,023	578,262	\$164	16,732	561,529
	<u>Non-assessable</u>	706	399,074	\$0	-	399,074
	Subtotal	4,377	\$ 2,474,146		\$ 69,885	\$ 2,404,260
Trunk 12R	Residential	7,705	4,253,413	\$164	126,023	4,127,390
	<u>Non-assessable</u>	2,455	1,355,241	\$0	-	1,355,241
	Subtotal	10,160	\$ 5,608,654		\$ 126,023	\$ 5,482,631
Trunk 24	Residential	250	45,111	\$164	4,089	41,022
	<u>Non-assessable</u>	5,090	918,451	\$0	-	918,451
	Subtotal	5,340	\$ 963,562		\$ 4,089	\$ 959,473
Trunk 25	Residential	340	133,485	\$164	5,561	127,923
	<u>Non-assessable</u>	120	47,112	\$0	-	47,112
	Subtotal	460	\$ 180,597		\$ 5,561	\$ 175,036
Trunk 26	Residential	1,120	811,558	\$164	18,319	793,239
	<u>Non-assessable</u>	1,660	1,202,845	\$0	-	1,202,845
	Subtotal	2,780	\$ 2,014,403		\$ 18,319	\$ 1,996,085
Trunk 32	<u>Non-assessable</u>	140	39,838	\$0	-	39,838
	Subtotal	2,780	\$ 39,838		\$ -	\$ 39,838
Trunk 34	Residential	5,080	1,174,452	\$164	83,088	1,091,364
	<u>Non-assessable</u>	220	50,862	\$0	-	50,862
	Subtotal	5,300	\$ 1,225,315		\$ 83,088	\$ 1,142,226
Trunk 35	Business Park	4,510	4,470,545	\$201	90,529	4,380,016
	<u>Non-assessable</u>	5,598	5,549,027		-	5,549,027
	Subtotal	10,108	\$ 10,019,573		\$ 90,529	\$ 9,929,043
Total		53,594	\$ 29,542,308		\$ 481,824	\$ 29,060,484
Total less Trunks 12R, 24, & 35		27,986	\$ 12,950,519		\$ 261,183	\$ 12,689,336

Notes

Sources: City of Franklin Comprehensive Plan, Ruekert & Mielke.

Costs updated w/ ENR's Construction Cost Index for annual inflation; index average in 2012 was 9,308 and in January 2023 was 13,175

Per City Engineer, assumed assessable portion of trunks = 10%

Appendix B shows the updated trunk sewer basin map. Trunks 11, 14, 39, 40, and 41 from the 2012 study have been removed from this study. Trunks 40 and 41 have been constructed. These trunks comprise the trunk inventory for the southwest area. Trunks 11 and 14 are no longer needed. A recent Foth study recommended replacing Trunk 14 with 2 segments. The segment the Foth study referred to as Trunk 14 East Alternate is called Trunk 6 in the table above and on the map in Appendix B. The other segment of what was formerly called Trunk 14

is now sized too small to be considered a trunk anymore, so it is no longer on the map. Costs for Trunk 25 were updated per the Foth study. Costs for Trunks 6, 12R, and 35 were updated due to recommended pipe size changes for some segments of those trunks per revised service area details. Future land-use classifications, land-use segment measurements, and sewage flow routings were updated from the prior study using the latest land-use map and City staff assumptions. Appendix C contains the revised future land use map for the RCI area.

(Note: The RCI sanitary sewer service area sewer impact fee established as part of this study applies to new land development as defined by Wisc. Stat. § 66.0617. An identical fee in the same amount, called a sanitary sewer collection fee, will be applied to any existing residential dwelling units and any existing nonresidential development that connect to the city's sanitary sewerage system. As opposed to the sanitary sewer impact fee, which is collected upon issuance of a building permit by Franklin, the sanitary sewer collection fee will be collected upon issuance of a plumbing permit by Franklin for the connection of these existing facilities to Franklin's sanitary sewerage system.)

Franklin has been charging impact fees for sanitary sewer on an equivalent-meters basis, with capacity used to determine the equivalencies. R/M developed an estimate of equivalent meters that equals the number of new single-family residential units that are being forecast because most of the residential growth is assumed to occur in the southwest section of Franklin. A meter for a single-family residence will always equal the cost for a ¾-inch meter, regardless of the house's actual meter size, so the forecast below includes all the single-family residences as having ¾-inch meters.

Based on the expertise provided by Franklin's Planning Department, R/M estimates that approximately 30 percent of the nonresidential development will occur in this area within the study period. Therefore, all the meters for residential development and thirty percent of the nonresidential meters from the water section are included in the total number of equivalent meters below.

Meter Size	Commercial *	Industrial *	Single-family	Multifamily	Total
¾"	14	0	2,201	0	2,215
1"	8	0	0	35	43
1.25"	0	0	0	0	-
1.5"	4	0	0	32	36
2"	3	0	0	19	22
2.5"	0	0	0	0	-
3"	1	0	0	1	2
4"	0	0	0	0	-
6"	0	0	0	1	1
8"	0	0	0	0	-
10"	0	0	0	0	-
12"	0	0	0	0	-
Total	30	-	2,201	88	2,319

R/M recommends moving away from existing methodology for charging multifamily development. Existing methodology allocates the same charge for the first unit in a multifamily building as a single-family residence and one-half of the charge to a single-family residence for the remaining units in the building. For consistency, R/M recommends using the same equivalencies for multifamily as what Franklin uses for all other development besides single family.

Table 13 - Equivalent Meters Forecast in Southwest

Meter Size	Equivalencies	Commercial	Industrial	Single-family	Multi-family	Total
3/4"	1.0	14.0	-	2,201.0	-	2,215.0
1"	2.5	20.0	-	-	157.5	177.5
1.25"	3.75	-	-	-	-	-
1.5"	5.0	20.0	-	-	170.0	190.0
2"	8.0	24.0	-	-	152.0	176.0
2.5"	12.5	-	-	-	-	-
3"	15.0	15.0	-	-	15.0	30.0
4"	25.0	-	-	-	-	-
6"	50.0	-	-	-	50.0	50.0
8"	80.0	-	-	-	-	-
10"	120.0	-	-	-	-	-
12"	160.0	-	-	-	-	-
Total		93.0	-	2,201.0	544.5	2,838.5

Once the forecast for equivalent meters has been established, we can divide the total eligible costs among the equivalent meters to arrive at an impact fee per meter.

Total Costs less Assessable Costs		\$	12,689,336
<u>Less Existing SW Sanitary Sewer Fund Balance</u>			<u>552,475</u>
Net Costs Eligible for Impact Fees		\$	12,136,861
Equivalent Meters			2,838.5
Fee per Equivalent Meter			\$4,276
	Equivalent	Fee per	
	Meter Factor	Meter	
5/8"	1.0	\$4,276	
3/4"	1.0	\$4,276	
1"	2.5	\$10,690	
1.25"	3.8	\$16,035	
1.5"	5.0	\$21,380	
2"	8.0	\$34,208	
2.5"	12.5	\$53,450	
3"	15.0	\$64,140	
4"	25.0	\$106,900	
6"	50.0	\$213,800	
8"	80.0	\$342,080	
10"	120.0	\$513,120	
12"	160.0	\$684,160	

This new proposed fee is approximately 15 percent higher than the current fee. Although several projects have been completed, the forecast for equivalent meters has declined significantly.

HOUSING AFFORDABILITY

Most households in Franklin find housing affordable. Franklin's median household income of \$90,000 exceeds Wisconsin's median household income of \$67,000. However, housing costs overburden many Franklin households. Data from the US Census Bureau shows that of the families that make less than \$50,000 per year, 72 percent, or nearly three-quarters, pay more than 30 percent of their income for housing. These families alone make up approximately 20 percent of Franklin's total number of households.

The ordinance that Franklin passed reducing impact fees for low-cost housing on April 6, 2020 provides relief to those from lower incomes who are looking to purchase homes within the community. However, implementing this reduction may prove difficult since it is based on a certain percentage of average home cost. It also may not apply to much if any new housing since the

ordinance sets eligibility at 40 percent of the average home cost from the year before. This threshold may be too low for new housing units to qualify.

Franklin may want to consider changing the ordinance to apply the reduction to homes that are less than 75 percent of the average square footage of homes from the prior year. Basing on the reduction on average square footage would simplify administering a policy that makes housing more affordable, and setting the size at 75 percent would likely make more new housing units eligible for the reduction. The impact fees for these housing units could be set at 75 percent. For new homes that are 50 percent or less of the average square footage, the fees could be set at 50 percent.

This reduction in fees will likely still not apply to many future homes in Franklin. Therefore, there is no need to adjust the forecast.

The information above provides context for evaluating the effect of impact fees on housing affordability. The table below shows the annual cost of a \$400,000 home, the estimated average value of a new house in Franklin.

	No Impact Fee	Impact Fee**
Home Price*	\$ 400,000	\$ 412,292
Principal and Interest	\$ 23,132	\$ 23,843
Taxes	\$ 8,880	\$ 9,153
Annual Housing Cost	\$ 32,012	\$ 32,996
Income Required	\$ 114,329	\$ 117,842
Additional Income Required		\$ 3,513
Required Percent Increase		3.1%

* Typical new house price estimate provided by City staff

** Includes both proposed and other existing fees except admin fee

SUMMARY AND NEXT STEPS

To fund the facilities needed by growth in the near future, we recommend revising the City's impact fees. The table below summarizes both the existing fees and the proposed fees.

Type of Impact Fee	Single-family or Two-family Dwelling Unit	Multi-family Dwelling Unit	Commercial Unit (per 1,000 sq ft)	Industrial Unit (per 1,000 sq ft)
Proposed Fees				
<i>Water (Proposed; per equivalent meter)</i>	\$3,181	\$3,181	\$3,181	\$3,181
<i>Sanitary Sewer (Proposed; southwest only; per equivalent)</i>	\$4,276	\$4,276	\$4,276	\$4,276
Transportation (Existing Fee -- No Change)	\$824	\$536	\$278	\$136
Fire (Existing Fee -- No Change)	\$565	\$366	\$192	\$94
Law Enforcement (Existing Fee -- No Change)	\$645	\$420	\$219	\$108
Parks (Existing Fee -- No Change)	\$2,382	\$1,547	N/A	N/A
<u>Library (Existing Fee -- No Change)</u>	<u>\$419</u>	<u>\$272</u>	<u>N/A</u>	<u>N/A</u>
Total of Proposed Fees	\$12,292	\$10,598	\$8,146	\$7,795
Existing Fees				
Water (per equivalent meter)	\$3,341	\$3,341	\$3,341	\$3,341
Sewer (per equivalent meter)	\$3,729	\$3,729	\$3,729	\$3,729
Transportation	\$824	\$536	\$278	\$136
Fire	\$565	\$366	\$192	\$94
Law Enforcement	\$645	\$420	\$219	\$108
Parks	\$2,382	\$1,547	N/A	N/A
<u>Library</u>	<u>\$419</u>	<u>\$272</u>	<u>N/A</u>	<u>N/A</u>
Total Existing Fees	\$11,905	\$10,211	\$7,759	\$7,408
Change from Existing Fees	\$387	\$387	\$387	\$387
Change from Existing Fees	3%	4%	5%	5%

* does not include administrative fees

According to state statute, municipalities must now provide developers with detailed explanations of how the impact fees being collected will be spent. R/M recommends that Franklin provides a written or electronic copy of this study to satisfy this statutory requirement.

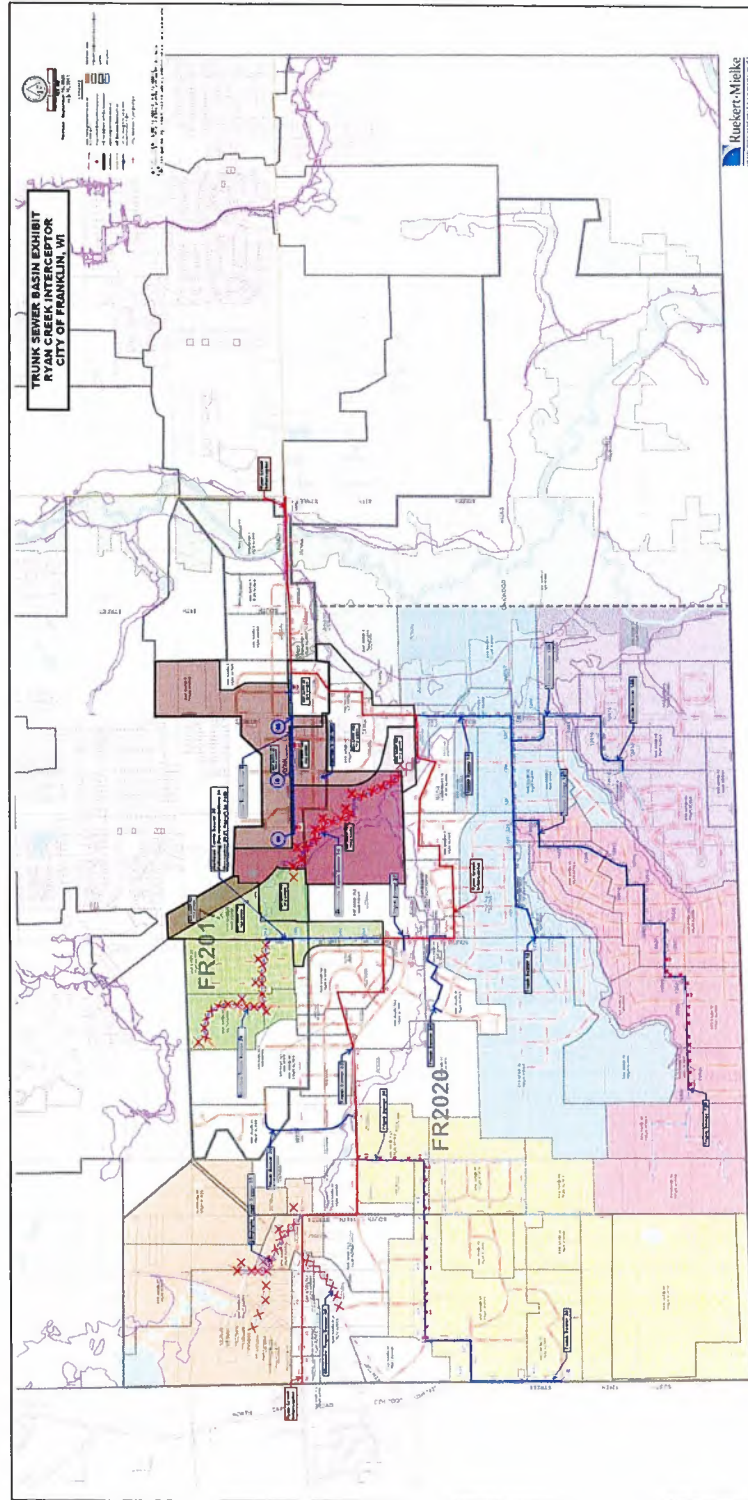
To move forward with new impact fees, the following steps need to take place:

- 1) This study is presented to Franklin's Common Council.
- 2) The Common Council directs that a public hearing be held to hear public comment on this public facilities needs assessment and the proposed impact fees.
- 3) An ordinance is drafted to implement the recommended impact fees.
- 4) A Class 1 notice is published in the newspaper to provide the public 20 days' notice prior to the public hearing as required under Wisconsin Statutes 66.0617(4)(3)(b). The needs assessment must be available 20 days prior to the public hearing to allow the public sufficient time to review.

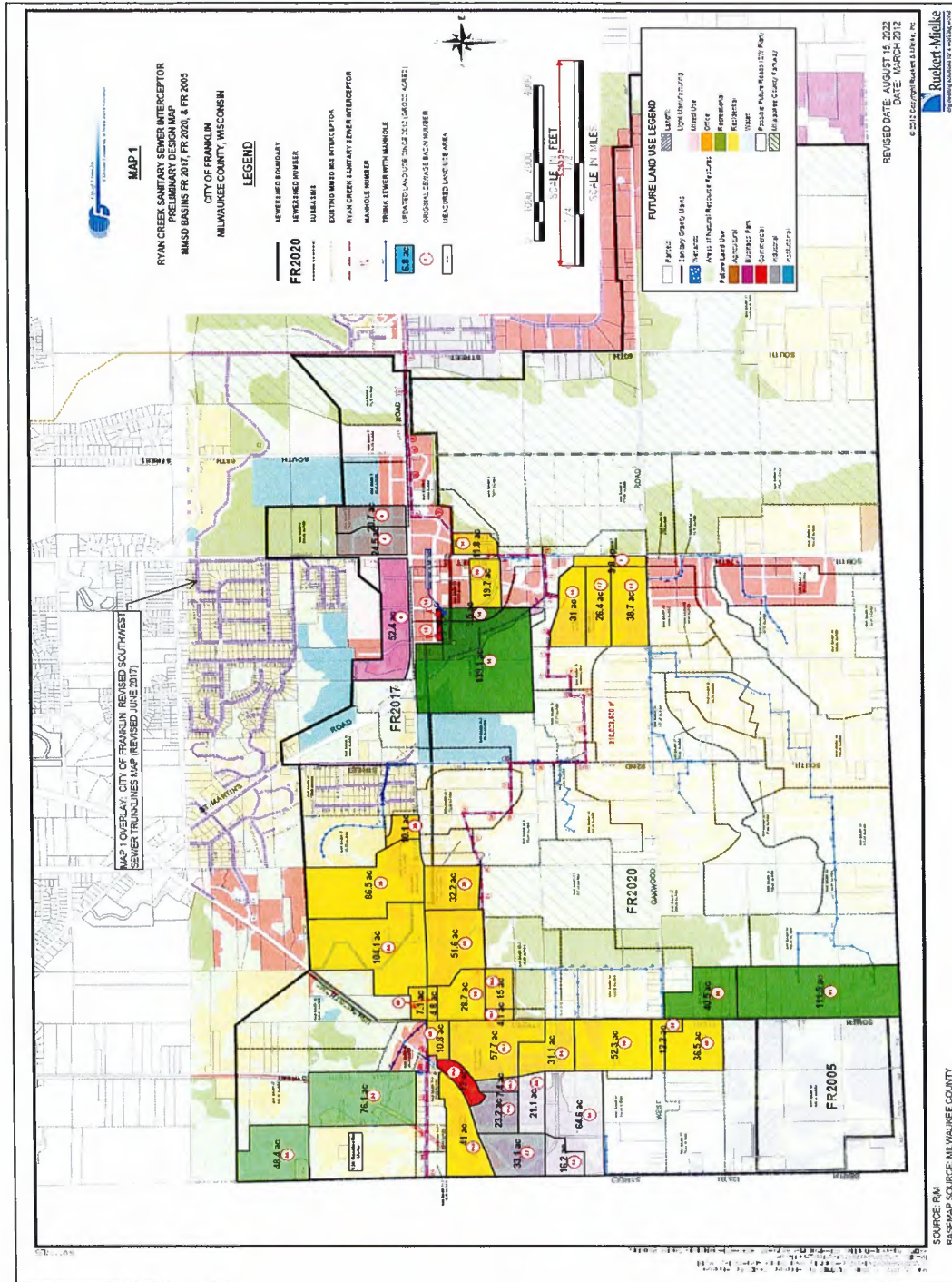
- 5) A public hearing is held to hear public comment on the needs assessment and the proposed ordinance to impose public facilities impact fees.
- 6) After the public hearing, the Common Council may adopt the proposed ordinance as recommended or adopt the ordinance with amendments.

R/M encourages Franklin to periodically update its impact fees to ensure they reflect the best growth forecasts, as well as the best capital cost and project estimates. Revisiting the fees every 5 years or as projects substantially change can help a community adjust its plans for new growth to provide the correct level of funding and avoid changing rates as drastically as would be the case if the community waited longer to update its fees.


APPENDIX B: TRUNK SEWER BASIN MAP



APPENDIX C: REVISED FUTURE LAND USE MAP FOR RCI AREA



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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 January 16, 2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance to Amend §92-9 Impact Fees, of the Municipal Code, in Part and Primarily to Update Same Pursuant to the Public Facilities Needs Assessment and Impact Fee Study Dated November 27, 2023</p>	<p style="text-align: center;">ITEM NUMBER M.I.</p>

Background

A public hearing is taking place at the January 16, 2024 Common Council Meeting to receive public input regarding proposed amendments to §92-9 of the Municipal Code pertaining to Impact Fees for the purpose of proposed amendments to the impact fee amounts for Sanitary Sewer and Water Utilities.

The proposed amendments provide for:

**Proposed rates to be effective February 1, 2024

Water Impact Fees				
Meter Size (inches)	Equivalent Meter Factor	2002 Fee	Current Fee	Proposed Fee
5/8"	1.00	\$1,269*	\$3,341*	\$3,181
3/4"	1.00	\$1,269*	\$3,341*	\$3,181
1"	2.50	*	*	\$7,953
1 1/4"	3.75	*	*	\$11,929
1 1/2"	5.00	*	*	\$15,905
2"	8.00	*	*	\$25,448
2.5"	12.50	*	*	\$39,763
3"	15.00	*	*	\$47,715
4"	25.00	*	*	\$79,525
6"	50.00	*	*	\$159,050
8"	80.00	*	*	\$254,480
10"	120.00	*	*	\$381,720
12"	160.00	*	*	\$508,960

* Previously based on \$3,341 per REC for non-residential properties.

Sanitary Sewer Impact Fees

Meter Size (inches)	Equivalent Meter Factor	2013 Fee	Current Fee	Proposed Fee
5/8"	1.00	\$2,928	\$3,729	\$4,276
3/4"	1.00	\$2,928	\$3,729	\$4,276
1"	2.50	\$7,320	\$9,322	\$10,690
1 1/4"	3.75	\$10,980	\$13,982	\$16,035
1 1/2"	5.00	\$14,640	\$18,644	\$21,380
2"	8.00	\$23,424	\$29,830	\$34,208
2.5"	12.50	\$36,600	\$46,608	\$53,450
3"	15.00	\$43,920	\$55,927	\$64,140
4"	25.00	\$73,200	\$93,214	\$106,900
6"	50.00	\$146,400	\$186,422	\$213,800
8"	80.00	\$234,240	\$298,279	\$342,080
10"	120.00	\$351,360	\$447,417	\$513,120
12"	160.00	\$468,480	\$596,555	\$684,160

The draft Ordinance matches the study as presented to the Common Council on December 19, 2023.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2024-_____, An Ordinance to Amend §92-9, Impact Fees, of the Municipal Code, in Part and Primarily to Update Same Pursuant to the Public Facilities Needs Assessment and Impact Fee Study Dated November 27, 2023.

Finance Dept - DB

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND §92-9. IMPACT FEES, OF THE MUNICIPAL CODE,
IN PART AND PRIMARILY TO UPDATE SAME PURSUANT TO THE PUBLIC
FACILITIES NEEDS ASSESSMENT AND IMPACT FEE STUDY DATED
NOVEMBER 27, 2023

WHEREAS, the Common Council having requested and received a Public Facilities Needs Assessment and Impact Fee Study, dated November 27, 2023, prepared by Ruckert & Mielke, Inc.; and

WHEREAS, the Common Council having reviewed the Public Facilities Needs Assessment and Impact Fee Study for Sanitary Sewer System Facilities and Water Facilities at its meeting on December 19, 2023, at which the Common Council accepted the Public Facilities Needs Assessment and Impact Fee Study draft, and directed staff to undertake the preparation of an ordinance to amend the Municipal Code with regard to impact fees consistent with the materials reviewed and to schedule a public hearing for the review and consideration thereof; and

WHEREAS, a public hearing was held before the Common Council on January 16, 2024, to receive public input upon the proposed changes to §92-9. Impact fees, of the Municipal Code; and

WHEREAS, notice of the aforesaid public hearing was published as a Class 1 notice pursuant to Wis. Stat. §66.4617(3) and 985.07(1), which notice specified that a copy of the proposed ordinance amendment and the Public Facilities Needs Assessment and Impact Fee Study, dated November 27, 2023, were available and open for public inspection in the Office of the City Clerk; said Public Facilities Needs Assessment and Impact Fee Study having been so available in such office for at least 20 days prior to the public hearing; and

WHEREAS, pursuant to the Public Facilities Needs Assessment and Impact Fee Study, dated November 27, 2023, proposed amendments to the impact fees amounts included a decrease to Water Impact Fees and an increase to the Sanitary Sewer Impact Fees; and

WHEREAS, the Common Council having reviewed the proposed amendment to §92-9. Impact fees, of the Municipal Code, and having found same to be reasonable, appropriately based, prepared and processed pursuant to Wis. Stat. § 66.0617, and in furtherance of the public health, safety and welfare and the public interest.

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

SECTION 1: §92-9.H. Southwest Sanitary Sewer Service Area extension facilities, (2)

thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*

The amount of the fee, subject to adjustment pursuant to Subsection L. below, shall be as follows:

- (a) The fee for single-family residential development, effective February 1, 2024, shall be ~~\$2,928~~ *[\$3,729 current per subs L]* \$4,276 per dwelling unit.
- (b) The fee for multifamily buildings, **effective February 1, 2024**, shall be ~~an initial charge of \$2,928 for the first unit in a multifamily building and an additional \$1,464 for each additional living unit erected in the same multifamily building~~ *[\$3,729 for the first unit and \$1,865 for each additional unit current per subs L]* **based on the equivalent meter size in (c) below, and be treated the same as non-residential development.**
- (c) The fee for all development ~~[not including structures providing multifamily dwelling units, to which Subsection H(2)(b) above shall apply]~~, **effective February 1, 2024**, shall be determined as follows:

<u>Meter Size</u> <u>(inches)</u>	<u>Equivalent</u> <u>Meter Factor</u>	<u>2013</u> <u>Fee</u>	<u>Current</u> <u>Fee</u>	<u>Proposed</u> <u>Fee</u>
5/8"	1.00	\$2,928	\$3,729	\$4,276
3/4"	1.00	\$2,928	\$3,729	\$4,276
1"	2.50	\$7,320	\$9,322	\$10,690
1 1/4"	3.80	\$10,980	\$13,982	\$16,035
1 1/2"	5.00	\$14,640	\$18,644	\$21,380
2"	8.00	\$23,424	\$29,830	\$34,208
2.5"	12.50	\$36,600	\$46,608	\$53,450
3"	15.00	\$43,920	\$55,927	\$64,140
4"	25.00	\$73,200	\$93,214	\$106,900
6"	50.00	\$146,400	\$186,422	\$213,800
8"	80.00	\$234,240	\$298,279	\$342,080
10"	120.00	\$351,360	\$447,417	\$513,120
12"	160.00	\$468,480	\$596,555	\$684,160

SECTION 2:

§92-9.I. Water Supply and distribution facilities, (2) thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*.

The amount of the fee, subject to adjustment pursuant to Subsection L. below, shall be as follows:

- (a) The fee for single-family residential development, **effective**

February 1, 2024, shall be \$1,269 [~~\$3,341 current per subs L~~] **\$3,181** per dwelling unit.

(b) The fee for all development, **effective February 1, 2024**, shall be determined as follows:

<u>Meter Size</u> <u>(inches)</u>	<u>Equivalent</u> <u>Meter Factor</u>	<u>2002</u> <u>Fee</u>	<u>Current</u> <u>Fee</u>	<u>Proposed</u> <u>Fee</u>
5/8"	1.00	\$1,269*	\$3,341*	\$3,181
3/4"	1.00	\$1,269*	\$3,341*	\$3,181
1"	2.50	*	*	\$7,953
1 1/4"	3.75	*	*	\$11,929
1 1/2"	5.00	*	*	\$15,905
2"	8.00	*	*	\$25,448
2.5"	12.50	*	*	\$39,763
3"	15.00	*	*	\$47,715
4"	25.00	*	*	\$79,525
6"	50.00	*	*	\$159,050
8"	80.00	*	*	\$254,480
10"	120.00	*	*	\$381,720
12"	160.00	*	*	\$508,960

* Previously based on \$3,341 per REC for non-residential properties.

Delete §92-9.1.2.(b). [1]

Delete §92-9.1.2.b6).[2].

§92-9.1. Water supply and distribution facilities, (3) thereof, of the Municipal Code of Franklin, Wisconsin, be and the same is hereby amended to read as follows: Since the impact fee determined under Subsections H(2)(b) [1] and [2] are no longer in effect as of February 1, 2024, the City will only recalculate the impact fee based upon the highest actual quarterly usage by a nonresidential account, anytime within five years of the establishment of a fee based on RECS. Further, future changes to use of development will only change if the water meter is replaced with a new water meter of a larger size.

Delete §92-9.1.2(b)[4]

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

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication, or February 1, 2024, whichever is later.

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

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 16th day of January, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>SK</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">January 16, 2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION TO RELEASE IN PART A CONSERVATION EASEMENT UPON LOT 2 OF CERTIFIED SURVEY MAP NO. 9163 (9533 WEST RYAN ROAD; Tax Key No. 894- 9002-000) (ERIC J. DAVIDSON AND DEBORAH J. DAVIDSON, PROPERTY OWNERS, APPLICANTS)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>H.2.</i></p> <p style="text-align: center;">Ald. Dist. 1</p>

The applicant is request release of an existing easement, and recording of a new easement, to allow for construction of a single-family home on this property, located at 9533 W. Ryan Road.

On August 18, 2020, the Common Council accepted two Conservation Easements as part of the approval of a Certified Survey Map to create this lot located at 9533 W. Ryan Rd. The Conservation Easements spanned two lots, and encompass wetland features and mature woodland.

The proposed revision is to Easement 2 on this property, which contains mature woodland. The applicant has produced an updated Natural Resource Protection Plan and the new tree survey indicates that the proposed tree removal does not impact more than the allowable percentage of tree canopy impacts under UDO Part 4. The request therefore does not require a Natural Resource Special Exception. Common Council may opt to release apportion of the easement.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2023-_____, to release in part a Conservaiton Easement upon Lot 2 of Certified Survey Map No. 9163 (9533 WEST RYAN ROAD; Tax Key No. 894-9002-000) (Eric J. Davidson AND Deborah J. Davidson, PROPERTY OWNERS, APPLICANTS) at 9533 W Ryan Road, subject to technical corrections by the City Attorney.

RESOLUTION NO. 2024-_____

A RESOLUTION TO RELEASE IN PART A CONSERVATION EASEMENT
UPON LOT 2 OF CERTIFIED SURVEY MAP NO. 9163
(9533 WEST RYAN ROAD; Tax Key No. 894-9002-000)
(ERIC J. DAVIDSON AND DEBORAH J. DAVIDSON,
PROPERTY OWNERS, APPLICANTS)

WHEREAS, Certified Survey Map No. 9163, recorded with the Milwaukee County Register of Deeds on September 26, 2019 as DOC # 10910841, includes a Lot 1 and a Lot 2, upon which Lots there is a Conservation Easement which was required by the City of Franklin ordinances and approved by the City of Franklin Common Council, and which was recorded with the Milwaukee County Register of Deeds as DOC # 11032283 on October 15, 2020; such Conservation Easement conserving two separate areas of land upon Lot 1 and Lot 2, which separate areas are legally described therein as Easement 1 and Easement 2, with a portion of the area of Easement 1 and the entire area of Easement 2 being on Lot 2 of Certified Survey Map No. 9163; and

WHEREAS, the owners of Lot 2 are in the process of developing Lot 2 and upon applications to the City therefore were required to conduct a tree survey, which was done by Graef-USA Inc. and which demonstrated that the removal of selected trees necessary for the development of a residential home building did not exceed the area standards for same in the Unified Development Ordinance, but would require a reduction of the area and change of boundary for the Easement 2 area in the Conservation Easement; and

WHEREAS, the Conservation Easement property subject to Easement 1 therein, which shall remain as it currently exists, is described therein as follows:

Easement 1

All that part of the Northeast 1/4 of Section 29, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of said Northeast 1/4;

THENCE South 89°35'54" West, 661.29 feet along the North line of said Northeast 1/4;

THENCE South 00°54'12" West, 65.02 feet to the Northeast corner of Lot 2 of Certified Survey Map numbered 9163 recorded in the office of the Register of Deeds for Waukesha County;

THENCE South 89°35'34" West along the North line of said Certified Survey Map, 310.73 feet to the point of beginning; THENCE South 45°07'18" West, 9.52 feet;

THENCE South 3°59'10" West, 21.03 feet;

THENCE South 36°11'03" West, 40.55 feet;
THENCE South 55°10'05" West, 39.40 feet;
THENCE South 9°14'28" East, 68.59 feet;
THENCE South 32°31'48" East, 32.67 feet;
THENCE South 21°04'02" East, 33.23 feet;
THENCE South 53°19'08" East, 21.99 feet;
THENCE South 36°30'47" East, 83.41 feet;
THENCE North 50°51'35" East, 8.31 feet to the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 57.29 feet, to which a radial line bears South 65°12'07" West;
THENCE northeasterly along said curve through a central angle of 116°13'26" an arc distance of 116.21 feet to the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 51.58 feet, to which a radial line bears North 84°08'30" West;
THENCE northeasterly along said curve through a central angle of 73°57'46" an arc distance of 66.58 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 69.55 feet, to which a radial line bears North 15°12'37" West;
THENCE easterly along said curve through a central angle of 37°50'13" an arc distance of 45.93 feet to the beginning of a non-tangent curve concave southwesterly, said curve has a radius of 59.46 feet, to which a radial line bears North 28°13'50" East;
THENCE southeasterly along said curve through a central angle of 77°55'29" an arc distance of 80.87 feet; THENCE South 81°58'44" East, 88.38 feet to the East line of said Lot 2;
THENCE South 0°54'12" West along the East line of said Lot 2, 88.40 feet; THENCE South 81°55'37" West, 55.02 feet to a Point "A";
THENCE South 35°14'46" West, 31.93 feet;
THENCE South 69°03'03" West, 32.73 feet;
THENCE South 82°59'52" West, 65.60 feet to the South line of said Lot 2;
THENCE North 89°06'03" West along the South line of said Lot 2 and onto the South line of Lot 1 of said Certified Survey Map , 221.17 feet; THENCE North 75°39'04" West, 74.20 feet to the West line of said Lot 1;
THENCE North 0°53'39" East along the West line of said Lot 1, 360.51 feet to the North line of said Lot 1; THENCE North 89°35'54" East along the North line of said Lot 1, 150.50 feet to the point of beginning;

EXCEPTING therefrom the following described parcel of land; Commencing at said Point "A";

THENCE North 01°41'00" East, 25.86 feet to the point of beginning; THENCE (1) North 41°56'37" West, 47.66 feet;
THENCE (2) North 57°24'09" East, 25.08 feet;
THENCE (3) South 63°36'15" East, 48.68 feet;
THENCE (4) South 20°02'53" East, 27.70 feet;
THENCE (5) South 85°33'40" West, 27.27 feet;
THENCE (6) North 86°56'15" West, 15.21 feet to the point of beginning;

Containing 96,538 square feet (2.126 acres), more or less.; and

WHEREAS, the Conservation Easement property subject to Easement 2 therein, which is to be amended pursuant to this Resolution, as it currently exists provides: “[c]ontaining 4,816 square feet (0.111acres), more or less”; and the release in part of such Easement 2 property area pursuant to this Resolution will result in a reduction of the area to 3,909 square feet or 0.090 acres of land more or less, a reduction of 907 square feet, constituting less than a 1% reduction in the entire Conservation Easement property area; and

WHEREAS, the aforesaid tree survey recommended the removal of five trees, two of which are on Easement 2 near the northwestern boundary of that area, with a depiction of the Conservation Easement area, which is the Easement 1 area and the Easement 2 area on Lot 2, a copy of which depiction is annexed hereto as Exhibit A; and

WHEREAS, the Conservation Easement is a restriction which was imposed by the Franklin Common Council; and

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

WHEREAS, the Common Council having determined that the release in part of the Conservation Easement to move the northwestern boundary of the Easement 2 portion of the Conservation Easement to the east by releasing approximately 907 square feet therefrom, with the northwestern boundary of Easement 2 then being further east, is a release of the restriction which is fair and reasonable under all of the circumstances, will promote the development of the property and the welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the area of real property subject to the Easement 2 area of the Conservation Easement recorded with the Milwaukee County Register of Deeds as DOC # 11032283 on October 15, 2020, is hereby released in part, to move the northwestern boundary of Easement 2 to the east, and to attain such release, the legal description within the Conservation Easement of the Easement 2 property area, be and the same is hereby amended to read as follows:

Easement 2

All that part of the Northeast 1/4 of Section 29, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of said Northeast 1/4; thence South 89°35'54" West along the north line of said section, a distance of 661.29 feet; thence South 00°54'12" W, a distance of 65.02 feet to the northeast corner of Lot 2, CSM 9163 recorded as Document No.10910841 in the Milwaukee County Office of the Register of Deeds; thence continuing South 00°54'12" W along the east line of said Lot 2, a distance of 91.06 feet to the point of beginning of the herein described easement; thence continuing South 00°54'12" W along the east line of said Lot 2, a distance of 93.18 feet; thence North 74°08'55" West, a distance of 43.51 feet; thence North 07° 44' 08" East; a distance of 37.41 feet; thence North 22°33'46" West, a distance of 21.75 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 23.48 feet and a radial bearing of South 82°11'33" East; thence northeasterly along the arc of said curve through a central angle of 23°04'35", having a chord bearing of North 19°20'44" East and a chord length of 9.39 feet, a distance of 9.46 feet to a point of cusp with a curve concave to the southeast, having a radius of 15.08 feet; thence northwesterly, northerly and northeasterly along the arc of said curve through a central angle of 104°46'35", having a chord bearing of North 02°05'49" East and a chord length of 23.89 feet, a distance of 27.57 feet; thence South 78°35'56" East, a distance of 43.51 feet to the point of beginning.

Said easement contains 3,909 square feet or 0.090 acres of land more or less.

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

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

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:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	9.52'	S45°07'18"W
L2	21.03'	S03°59'10"W
L3	40.55'	S36°11'03"W
L4	39.40'	S55°10'05"W
L5	68.59'	S09°14'28"E
L6	32.67'	S32°31'48"E
L7	33.23'	S21°04'02"E
L8	21.99'	S53°19'08"E
L9	83.41'	S36°30'47"E
L10	8.31'	N50°51'35"E
L11	88.38'	S81°58'44"E
L12	88.40'	S00°54'12"W
L13	55.02'	S81°55'37"W
L14	31.93'	S35°14'46"W
L15	32.73'	S69°03'03"W
L16	65.60'	S82°59'52"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L17	74.20'	N75°39'04"W
L18	93.18'	S00°54'12"W
L19	43.51'	N74°08'55"W
L20	37.41'	N07°44'08"E
L21	21.75'	N22°33'46"W
L22	43.51'	S78°35'56"E
L23	47.66'	N41°56'37"W
L24	25.08'	N57°24'09"E
L25	48.68'	S63°36'15"E
L26	27.70'	S20°02'53"E
L27	27.27'	S85°33'40"W
L28	15.21'	N86°56'15"W

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING	TANGENT
C1	116.21'	57.29'	116°13'26"	97.29'	N33°18'50"E	92.08'
C2	66.58'	51.58'	73°57'46"	62.05'	N42°50'23"E	38.84'
C3	45.93'	69.55'	37°50'13"	45.10'	S86°17'31"E	23.84'
C4	80.87'	59.46'	77°55'29"	74.78'	S22°48'25"E	48.09'
C5	9.46'	23.48'	23°04'35"	9.39'	N19°20'44"E	4.79'
C6	27.57'	15.08'	104°46'35"	23.89'	N2°05'49"E	19.57'



PROJECT NUMBER 20190024 00
 DATE 11/16/2023
 SCALE N/A
 REFERENCE SHEET

PROJECT TITLE RYAN ROAD CONSERVATION
 EASEMENT #2 REVISED
 SHEET TITLE EXHIBIT

LEGAL DESCRIPTION CONSERVATION EASEMENT

Easement 1

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows,

Commencing at the Northeast corner of said Northeast 1/4,

THENCE South 89°35'54" West, 661 29 feet along the North line of said Northeast 1/4,
THENCE South 00°54'12" West, 65 02 feet to the Northeast corner of Lot 2 of Certified Survey Map numbered 9163 recorded in the office of the Register of Deeds for Waukesha County,
THENCE South 89°35'34" West along the North line of said Certified Survey Map 310 73 feet to the point of beginning,
THENCE South 45°07'18" West, 9 52 feet,
THENCE South 3°59'10" West, 21 03 feet,
THENCE South 36°11'03" West, 40 55 feet,
THENCE South 55°10'05" West, 39 40 feet,
THENCE South 9°14'28" East, 68 59 feet,
THENCE South 32°31'48" East, 32 67 feet,
THENCE South 21°04'02" East, 33 23 feet,
THENCE South 53°19'08" East, 21 99 feet,
THENCE South 36°30'47" East, 83 41 feet,
THENCE North 50°51'35" East, 8 31 feet to the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 57 29 feet, to which a radial line bears South 65°12'07" West,
THENCE northeasterly along said curve through a central angle of 116°13'26" an arc distance of 116 21 feet to the beginning of a non-tangent curve concave southeasterly said curve has a radius of 51 58 feet, to which a radial line bears North 84°08'30" West,
THENCE northeasterly along said curve through a central angle of 73°57'46" an arc distance of 66 58 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 69 55 feet, to which a radial line bears North 15°12'37" West,
THENCE easterly along said curve through a central angle of 37°50'13" an arc distance of 45 93 feet to the beginning of a non-tangent curve concave southwesterly, said curve has a radius of 59 46 feet, to which a radial line bears North 28°13'50" East,
THENCE southeasterly along said curve through a central angle of 77°55'29" an arc distance of 80 87 feet,
THENCE South 81°58'44" East, 88 38 feet to the East line of said Lot 2,
THENCE South 0°54'12" West along the East line of said Lot 2, 88 40 feet
THENCE South 81°55'37" West, 55 02 feet to a Point "A",
THENCE South 35°14'46" West, 31 93 feet,
THENCE South 69°03'03" West, 32 73 feet,
THENCE South 82°59'52" West, 65 60 feet to the South line of said Lot 2,
THENCE North 89°06'03" West along the South line of said Lot 2 and onto the South line of Lot 1 of said Certified Survey Map , 221 17 feet,
THENCE North 75°39'04" West, 74 20 feet to the West line of said Lot 1,
THENCE North 0°53'39" East along the West line of said Lot 1, 360 51 feet to the North line of said Lot 1,
THENCE North 89°35'54" East along the North line of said Lot 1, 150 50 feet to the point of beginning

EXCEPTING therefrom the following described parcel of land,

Commencing at said Point "A",

THENCE North 01°41'00" East, 25 86 feet to the point of beginning
THENCE (1) North 41°56'37" West, 47 66 feet
THENCE (2) North 57°24'09" East, 25 08 feet
THENCE (3) South 63°36'15" East, 48 68 feet,
THENCE (4) South 20°02'53" East 27 70 feet,
THENCE (5) South 85°33'40" West, 27 27 feet
THENCE (6) North 86°56'15" West 15 21 feet to the point of beginning

Containing 96,538 square feet (2 126 acres), more or less



PROJECT NUMBER 20190024 00
DATE 11/16/2023
SCALE N/A
REFERENCE SHEET

PROJECT TITLE RYAN ROAD CONSERVATION
EASEMENT #2 REVISED
SHEET TITLE EXHIBIT

3/4

LEGAL DESCRIPTION CONSERVATION EASEMENT

Easement 2

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows,

Commencing at the Northeast corner of said Northeast 1/4, thence South 89°35'54" West along the north line of said section, a distance of 661.29 feet, thence South 00°54'12" W, a distance of 65.02 feet to the northeast corner of Lot 2, CSM 9163 recorded as Document No 10910841 in the Milwaukee County Office of the Register of Deeds, thence continuing South 00°54'12" W along the east line of said Lot 2, a distance of 91.06 feet to the point of beginning of the herein described easement, thence continuing South 00°54'12" W along the east line of said Lot 2 a distance of 93.18 feet, thence North 74°08'55" West, a distance of 43.51 feet, thence North 07° 44' 08" East, a distance of 37.41 feet, thence North 22°33'46" West, a distance of 21.75 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 23.48 feet and a radial bearing of South 82°11'33" East, thence northeasterly along the arc of said curve through a central angle of 23°04'35", having a chord bearing of North 19°20'44" East and a chord length of 9.39 feet, a distance of 9.46 feet to a point of cusp with a curve concave to the southeast, having a radius of 15.08 feet, thence northwesterly, northerly and northeasterly along the arc of said curve through a central angle of 104°46'35", having a chord bearing of North 02°05'49" East and a chord length of 23.89 feet, a distance of 27.57 feet, thence South 78°35'56" East, a distance of 43.51 feet to the point of beginning

Said easement contains 3909 square feet or 0.090 acres of land more or less



PROJECT NUMBER 20190024.00
DATE 11/16/2023
SCALE N/A
REFERENCE SHEET

PROJECT TITLE RYAN ROAD CONSERVATION
EASEMENT #2 REVISED
SHEET TITLE EXHIBIT

4/4

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JR</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1-16-24</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Approval to allocate funding for the purchase of a pre-owned fire apparatus for interim use until the delivery of new equipment.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">M.3.</p>

The Fire Department is seeking council approval to allocate funding for the purchase of a pre-owned fire engine (pumper) to fill an immediate need for a replacement unit, until such time that new units are delivered.

In November 2023, the Fire Department received unexpected news that one of it's frontline pumpers was deemed unsafe to operate. The pumper is a 2007 KME that was in service as Engine 113 when it suffered a rear suspension failure and was subsequently diagnosed with serious degradation of the frame rails. The unit was deemed unsafe drive by two independent emergency vehicle repair contractors. Responding to nearly 2,000 calls for service in 2022, the apparatus has accumulated 110,007 miles and 9,270 engine hours. Estimated costs to replace the frame rails and perform a necessary rebuild to the motor are estimated at approximately \$200,000 (estimate attached). Because this unit is scheduled for retirement within three years, fire department staff does not support a large investment in major repairs to a unit that is rapidly nearing the end of its useful life.

Fire Department staff is currently working with three manufacturers to obtain proposals and pricing on two new fire apparatus – one that will replace the order which was terminated with Seagrave Fire Apparatus, LLC in 2023 and an additional unit to replace Engine 113. Current delivery times for new apparatus are 24-36 months from the date of order, placing the earliest delivery in 2026 – 2027.

The department is currently operating with three (3) pieces of 'Heavy' fire apparatus:

Station 1: Engine 111 (2019 Seagrave)

Station 2: Truck 111 (2000 KME)

Station 3: Engine 112 (2002 KME)

In our current state of affairs, anytime a unit is out-of-service due to a mechanical problem or scheduled maintenance one of our neighborhood fire stations is left without a fire suppression apparatus until a loaner unit can be borrowed from a neighboring fire department. Because of unprecedented delays in delivery of new apparatus, all of our neighboring fire departments are in a similar situation and loaner apparatus can be difficult to acquire, especially for an unscheduled problem occurring outside of normal business hours.

At the December 5th, 2023 Common Council meeting, Ordinance 2023-2570 was passed and adopted which placed \$723,567.99 that was refunded as a result of a terminated order from Seagrave Fire

Apparatus, LLC. The Fire Department is requesting \$230,000 for the purchase and outfitting of a pre-owned fire pumper to fill the immediate need for an additional unit in our fleet.

This allocation will allow the department to:

- Conduct a wide search for a quality interim fire pumper that meets the city's needs
- Inspect and test prospective units being considered
- Propose a specific unit to the council for approval to purchase
- Fund any associated outfitting and setup costs

It is the goal of the Fire Department to purchase, outfit, train operators and have an interim fire pumper in service within two months of council approval.

COUNCIL ACTION REQUESTED

Motion to approve the allocation of \$230,000 from the Capital Equipment Fund (42-0221-

5811) to allow the Fire Department to purchase an interim pre-owned fire apparatus for use until the delivery of new equipment.

Fire: JCM

Estimate: WI-6786

12/1/2023

Frame Rail Replacement

If project is approved there will be progress payments outlined.

Franklin Fire Department, WI

Franklin Fire Department, WI - Station 1

8901 W.Drexel Ave

Franklin, WI 53132

Fire Service, Inc. - Lake Mills

105 S Industrial Dr

Lake Mills, WI 53551

gwellach@fireserviceinc.com

920-945-0166

Purchase Order

Unit

Unit E-113 (6645) VIN 1K9AF42888NO58375 2008 KME Unknown Current Usage 110,007 Miles

Description	Quantity	Rate	Amount
-------------	----------	------	--------

Replace frame rails. Galvanized rails

Remove body, pump house, and cab.

Remove and replace both frame rails, cross members, air tanks, brackets, & fittings, fuel tank & straps, fuel fill hose, hardware, suspension mounting brackets, battery boxes & hold downs, engine, trans & radiator mounts, rear tow hooks, radiator and coolant lines.

\$64,000 00

Includes removing the engine and trans to be rebuilt at CAT customer setting this up directly and responsible for transportation of engine from Lake Mills.

Completion of work will be 60-90 days after all parts arrive on site.

MAIN RAIL 10.25" X 4" X 330" L HDP

\$29,440.59

Fuel tank (In stock)

\$2,484.99

Fuel tank straps (In stock)

\$475.98

RESERVOIR 8" X 21" AIR (B.O) 6 Weeks

\$843.99

BRACKET 8" AIR TANK MOUNTING (In Stock)

\$210.64

BATTERY HOLD-DOWN ASSEMBLY. (B.O)

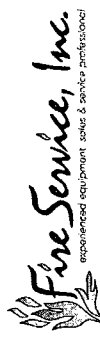
\$1,512 00

HANGER WELDMENT, FRONT SUSP LH (In stock)

\$741 99

HANGER WELDMENT FRONT SUSPENSION (In Stock)

\$741 99



Description	Quantity	Rate	Amount
ASSEMBLY HANGER SPRING FR (In Stock)			\$1,565.98
CROSSMEMBER REAR REAR SUSPENSION (B.O) 6-8 Weeks			\$2,916.18
BRACKET,9-1/2" AIR RESERVOIR (In Stock)			\$334.48
CROSSMEMBER CAB LATCH (B.O)			\$1,512.00
CROSSMEMBER,24K REAR SUSPENSI (B.O)			\$1,512.00
CROSSMEMBER TUBE (B.O)			\$1,228.50
CROSSMEMBER, FRONT ENGINE MOU (B.O)			\$1,323.00
CROSSMEMBER RADIATOR (B.O)			\$1,228.50
CROSSMEMBER FRONT EXTENSION KME (B O)			\$1,512.00
ISOLATOR, LORD CENTER BONDED (In Stock)			\$150.84
ISOLATOR LORD MOUNT (In Stock)			\$370.08
WASHER RUBBER 2"OD X .65IDX 5 (In Stock)			\$113.00
RAD/CAC ASSEMBLY W/CLR 1288M 5-ROW			\$14,387.02
TOW EYE VERTICAL FLAT			\$1,218.14
Misc hardware for installing frame rails, bolts, nuts etc.			\$2,600.00
		Subtotal	\$132,423.89
Air supply allowance.			
Replace all air brake valves and lines for brakes on the truck.			\$3,200.00
Brake valves, brake chambers, lines from frame to chambers, and other airlines as needed.			
Misc Air fittings and valves, chambers, brake lines and fittings.			\$2,850.00
		Subtotal	\$6,050.00
Rear brakes.			
Install new rear brakes that			\$1,280.00
Brake Drum - A			\$263.47
Brake shoe kit, Meritor steel Q+ style			\$207.72

Description	Quantity	Rate	Amount
Cam Kit Metal Bushing			\$54.52
Slack adjstuters			\$443.26
S-cam Laft			\$161.19
S-Cam right			\$161.19
Wheel seal			\$199.88
Subtotal			\$2,771.23
Pump work allowance			\$4,800.00
Remove, tear down and inspect pump for wear, replace parts as needed.			
pump parts			\$10,000.00
Subtotal			\$14,800.00
Electrical allowance			\$4,275.00
Inspect and Repair any damaged electrical wires that are found on the unit. Does not include any new lights or upgrades that may be needed or wanted.			
Misc electrical supplies			\$2,500.00
Subtotal			\$6,775.00
Body sub-framework.			\$3,200.00
Due to the age of the truck, there are likely some cracks in the body and welds on the underside. We would clean, grind, and reweld any areas that are cracked. This included the pump module.			
Final undercoat.			\$1,600.00
After the truck is back in service for a period of 4 weeks we will re torque and check all fasteners, wash underside if needed, apply salt neutralizer if needed, and apply fluid film undercoat to the entire under body and frame for added protection.			
Fluid Film Spray per Quart			\$151.39
salt gone			\$53.40

Description	Quantity	Rate	Amount
	Subtotal		\$1,804.79
Rear suspension			\$1,600.00
Includes time currently in the project..			
Spring Pin (Rebound)		\$74 12	\$74 12
327-479 M5338 Spring Pin		\$124 24	\$124 24
U-BOLT		\$185 73	\$185 73
Washer U-Bolt 7/8		\$22.96	\$22.96
7/8 Deep Nut		\$21.47	\$21.47
14000T Style IHC - A		\$1,636 93	\$1,636 93
5/8-4.5 - A		\$56.21	\$56.21
5/8 Flanged Nut Lock - A		\$12.58	\$12.58
	Subtotal		\$3,734.24
Towing service to shop			\$0 01
Sublet towing		\$1,300.00	\$1,300.00
	Subtotal		\$1,300.01
Front end work			\$570.00
Install new tie rod ends and drag link.			
Align truck.			
Tie rod end		\$0.00	\$0.00
Drag link		\$0 00	\$0 00
alignment		\$450.00	\$450.00
	Subtotal		\$1,020.00
FSI- ANNUAL PUMP TEST: Preform NFPA Pump Test procedure and paperwork.			\$250.00
	Subtotal		\$250 00

Description

Discount on frame rails if job is completed by Fire Service Inc

Discount on radiator if job is completed by Fire Service Inc

Quantity	Rate	Amount
2.00	-\$2,000.00	-\$4,000.00
1 00	-\$1,000.00	-\$1,000.00
Shop Supplies		\$3,976.25
Labor		\$84,775 01
Parts		\$89,354 15
Subtotal		\$173,105.41
Total		\$173,105.41

*: Core charges not included in total. You will be charged for any core that is not in returnable condition. This charge may be applied on a separate invoice.

The details and the estimate for the repairs provided above are based on our first inspection and do not constitute a guarantee that no further work or parts will be required. The estimate is not a guarantee of the final price of the repairs. The total bill of work and final price will be as per the details available on completion of the repairs. Other terms and conditions as applicable. If you authorize us to perform the above repairs, either verbally or in writing, you agree to pay in full for the work performed and parts required.

Customer Signature: _____

Printed Name: _____ Date: _____

A 3% fee will be assessed for credit card payments. For questions regarding your account, email fsi.ar@fireserviceinc.com or call 219-365-7157

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JCM</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1-16-24</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Approval to allow the Fire Department to dispose of a decommissioned pumper (engine), a decommissioned EZ-GO utility vehicle and miscellaneous surplus equipment</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">154.</p>

The Fire Department is seeking council approval to dispose of two decommissioned vehicles; a pumper (engine), an electric powered EZ-GO utility vehicle and miscellaneous surplus equipment.

The pumper is a 2007 KME that was in service as Engine 113 until November 2023 when it suffered a rear suspension failure and was subsequently diagnosed with serious degradation of the frame rails. The unit was deemed unsafe drive by two independent emergency vehicle repair contractors. Responding to nearly 2,000 calls for service in 2022, the apparatus has accumulated 110,007 miles and 9,270 engine hours. Estimated costs to replace the frame rails and perform a necessary rebuild to the motor are estimated at approximately \$200,000 (estimate attached). Because this unit is scheduled for replacement within three years, fire department staff does not support spending this amount on major repairs to a unit that is rapidly nearing the end of its useful life.

The EZ-GO battery powered utility vehicle was purchased second-hand by the department many years ago and was outfitted to provide emergency medical services at special events such as the St. Martins Fair. Because of its age and increased maintenance costs, the department obtained a new Polaris UTV in 2023 at no cost to the taxpayers through a combination of grant funding and a generous donation from the Franklin Lions Club.

The group of miscellaneous equipment includes used emergency medical kits, hand tools, radio equipment and other surplus items with estimated value of less than \$100 per item.

The Fire Department proposes selling these items on the online auction site www.wisconsin surplus.com with any funds recovered being credited to the Equipment Replacement Fund.

COUNCIL ACTION REQUESTED

Motion to approve the Fire Department request to dispose of decommissioned fire pumper (engine), a decommissioned EZ-GO utility vehicle, and miscellaneous surplus equipment with any recovered funds returned to the Equipment Replacement Fund (42-0221-5811).

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JL</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1-16-24</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Approval to Purchase a Replacement Battalion Command Vehicle – Capital Equipment Replacement Fund (42-0221-5811)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">M.S.</p>

The Fire Department is seeking council approval to purchase a replacement command vehicle for use by the department's Battalion Chief / Shift Commanders. This investment is included as part of the 2024 Capital Equipment Replacement Fund. The vehicle will be purchased through Ewald Automotive Group under the terms of the State of Wisconsin municipal vehicle purchasing contract.

This 2024 Chevrolet Tahoe Special Services Vehicle (SSV) will replace a 2014 GMC Sierra pickup truck that is currently serving in this critical role. The new vehicle will be equipped to serve as an incident command post for a wide range of emergency incidents including structure fires, hazardous materials incidents, active threat events and natural disasters.

Once the 2024 vehicle is delivered to the department, it will be outfitted with emergency warning lights, communications equipment, equipment storage cabinet and reflective graphics. The fire department is currently seeking proposals on this upfitting project and will be requesting subsequent council approval when the proposals are finalized.

COUNCIL ACTION REQUESTED

Motion to approve Fire Department purchase of a Replacement Battalion Command Vehicle with existing appropriation in the 2024 Capital Equipment Replacement Fund (42-0221-5811) at a cost not to exceed \$56,441.00.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Franklin Fire EMS

Prepared For: James Mayer

414-427-7586

JMayer@franklinwi.gov

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial

Image Not Available



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Quote Worksheet

	MSRP
Base Price	\$52,750 00
Dest Charge	\$1,995 00
Total Options	\$1,696 00
	Subtotal
	\$56,441.00
	Subtotal Pre-Tax Adjustments
	\$0.00
Less Customer Discount	(\$6,255 00)
	Subtotal Discount
	(\$6,255.00)
Trade-In	\$0.00
	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$50,186.00
Sales Tax	\$0.00
	Subtotal Taxes
	\$0.00
	Subtotal Post-Tax Adjustments
	\$0.00
	Total Sales Price
	\$50,186.00

Comments:

2024 Chevrolet Tahoe 4wd SSV to your specs as detailed Registration fees are not included Delivery can not be anticipated due to current market conditions Subject to allocation approval from GM

Dealer Signature / Date

Customer Signature / Date

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Data Version 20696 Data Updated Oct 13, 2023 7 45 00 PM PDT



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Standard Equipment

Mechanical

Engine, 5 3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3 23 ratio

Suspension Package, Premium Smooth Ride (STD)

GVWR, 7500 lbs (3402 kg) (4WD models only) (STD)

Keyless start, push button

Automatic Stop/Start

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral Cannot be dinghy towed (4WD models only Deleted when (NHT) Max Trailering Package is ordered)

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating

Alternator, 220 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

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Data Version 20696 Data Updated Oct 13, 2023 7 45 00 PM PDT



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Mechanical

Mechanical Jack with tools

Exterior

Wheels, 18" x 8 5" (45 7 cm x 21 6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only) (STD)

Wheel, full-size spare, 17" (43 2 cm)

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle)

Assist steps, Black with chrome accent strip

Headlamps, LED

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 6-speaker system

SiriusXM, delete

Infotainment display, 8" diagonal touchscreen

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Data Version 20696 Data Updated Oct 13, 2023 7 45 00 PM PDT



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Entertainment

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Standard with (UE1) OnStar only Terms and limitations apply See onstar.com or dealer for details)

Interior

Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports) (STD)

Seat trim, cloth

Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar

Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered)

Electronic Precision Shift

Steering column lock, electrical

Steering column, manual tilt and telescopic

Steering wheel, urethane

Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable, these 2 buttons can be repurposed for aftermarket emergency equipment)

Driver Information Center, 4 2" diagonal color display includes driver personalization

Rear Seat Reminder

Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door)

Keyless Open includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Theft-deterrent system, content, electrical, unauthorized entry

USB data ports, 4 total, 2, one-type-A and one type-C located within center console and 2, one type-A and one type-C located on instrument panel

USB charging-only ports, 4 type-C, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area Deleted when (A50) front bucket seats are ordered)

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Data Version 20696 Data Updated Oct 13, 2023 7 45 00 PM PDT



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Interior

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area

Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature

Cargo management system

Chevrolet Connected Access capable (Subject to terms See onstar.com or dealer for details)

Safety-Mechanical

Automatic Emergency Braking

Hill Start Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, reduced intensity low beam

Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered Always use seat belts and child restraints Children are safer when properly secured in a rear seat in the appropriate child restraint See the Owner's Manual for more information)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints Children are safer when properly secured in a rear seat in the appropriate child restraint See the Owner's Manual for more information)

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Safety-Interior

OnStar and Chevrolet connected services capable (Terms and limitations apply See onstar.com or dealer for details)

Front and Rear Park Assist

Following Distance Indicator (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered)

HD Rear Vision Camera

Front Pedestrian Braking (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered)

Lane Keep Assist with Lane Departure Warning (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered)

Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened, times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, defaulted off Feature can be turned on in the Infotainment menu)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior It can limit certain available vehicle features, and it prevents certain safety systems from being turned off An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

3 Years of OnStar Remote Access The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app See dealer for details (Deleted when (UDA) vehicle deactivated communication system is ordered OnStar Remote Access Plan does not include emergency or security services Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights See onstar.com for details and limitations Available on select Apple and Android devices Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in Terms apply Device data connection required)

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

WARRANTY

Basic Years 3

Basic Miles/km 36,000

Drivetrain Years 5

Drivetrain Miles/km 60,000

Drivetrain Note 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles 5 years/100,000 miles

Corrosion Years (Rust-Through) 6

Corrosion Years 3

Corrosion Miles/km (Rust-Through) 100,000

Corrosion Miles/km 36,000

Roadside Assistance Years 5

Roadside Assistance Miles/km 60,000

Roadside Assistance Note 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles 5 years/100,000 miles

Maintenance Note First Visit 12 Months/12,000 Miles

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10706	2024 Chevrolet Tahoe 4WD 4dr Commercial	\$52,750 00

COLORS

CODE	DESCRIPTION
01U	Special Paint

SUSPENSION PKG

CODE	DESCRIPTION	MSRP
ZW7	Suspension Package, Premium Smooth Ride (STD)	\$0 00

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0 00

ENGINE

CODE	DESCRIPTION	MSRP
L84	Engine, 5 3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	\$0 00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc

GVWR

CODE	DESCRIPTION	MSRP
C6H	GVWR, 7500 lbs (3402 kg) (4WD models only) (STD)	\$0 00

AXLE

CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3 23 ratio	\$0 00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group includes standard equipment	\$0 00

WHEEL TYPE

CODE	DESCRIPTION	MSRP
PZX	Wheels, 18" x 8 5" (45 7 cm x 21 6 cm) Bright Silver painted aluminum (STD)	\$0 00

TIRES

CODE	DESCRIPTION	MSRP
QDF	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only) (STD)	\$0 00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench (STD)	\$0 00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle)	\$0 00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0 00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
5W4	Identifier for Special Service vehicle includes (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power and vehicle signals for customer connection located at the center front floor, auxiliary battery circuit for customer connection located in the rear cargo area, (RC1) front skid plate, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete and (NPO) active single-speed transfer case	\$0 00
NHT	Max Trailering Package includes (ZL6) Advanced Trailering Package and (V03) extra capacity cooling system (Not available with (9C1) Police Vehicle Also includes (NQH) 2-speed active transfer case on 4WD models)	\$350 00
ZL6	Advanced Trailering Package includes (PZ8) Hitch View, (JL1) trailer brake controller and (UET) Smart Trailer Integration Indicator (Included and only available with (NHT) Max Trailering Package Does not include (PZ8) Hitch View or (UET) Smart Trailer Integration Indicator)	Inc

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
5J9	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
5LO	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
6J3	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle)	\$92 00
6J4	Wiring, horn and siren circuit (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle)	\$55 00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
—	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
JL1	Trailer brake controller, integrated (Included and only available with (ZL6) Advanced Trailering Package)	Inc
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
NQH	Transfer case, active, 2-speed electronic Autotrac with rotary controls, includes neutral position for dinghy towing (Included and only available with (NHT) Max Trailering Package on 4WD models only)	Inc
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
V03	Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle or (NHT) Max Trailering Package Not included when (LM2) Duramax 3 0L Turbo-Diesel I6 engine is ordered)	Inc
V76	Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings)	\$50 00
WX7	Wiring, auxiliary speaker For upfitter connection to front door and windshield pillar speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle)	\$60 00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
01U	Special Paint	\$0 00
5T4	Special paint, Victory Red WA 9260 Victory Red painted parts will be front fascia, rear fascia, tailgate applique, liftgate handle and door handles Black parts will be D-pillar applique, rear spoiler, mirrors, ultrasonic park assist sensors and OnStar antenna. (Requires SEO (TGK) special paint solid Required with Victory Red special paint WA-9260)	\$250 00
—	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
RM7	Wheel, full-size spare 17" x 8" (43 2 cm x 20 3 cm) steel (Included and only available with (5W4) Special Service Vehicle)	Inc
TGK	Special Paint, one color Required with any special paint selection Refer to individual special paint SEO codes for details on body colored non-sheet metal parts (Requires (01U) Special Paint with any SEO paint selection May require extra lead time and GM will require 5 orders before sending to the plant)	\$450 00
V53	Luggage rack side rails, delete (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle) *CREDIT*	Inc
WUA	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
6N5	Switches, rear window inoperative (rear windows can only operate from driver's position) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle)	\$57 00
6N6	Door locks and handles, inside rear doors inoperative (door can only be opened from outside) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle)	\$62 00
—	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
ATD	Seat delete, third row passenger *CREDIT*	Inc
AX2	Key, unique (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
BCV	Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
DRZ	Rear Camera Mirror, inside rearview auto-dimming with full camera display (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle Includes (CWA) Rear Camera Mirror Washer Not available with (PQA) 1FL Safety Package)	\$475 00
UN9	Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle)	\$95 00
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
—	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
CWA	Rear Camera Mirror Washer (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle Included and only available with (DRZ) Rear Camera Mirror)	Inc
R9L	Deleted 3 Years of Remote Access (Requires (UE1) OnStar Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam) *CREDIT*	(\$300 00)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
—	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle)	Inc
VXT	Incomplete vehicle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle Included and only available with (ATZ) rear seat delete)	Inc

SHIP THRU CODES

CODE	DESCRIPTION	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring)	\$0 00

Options Total **\$1,696.00**

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$52,750 00
Total Options	\$1,696 00
Vehicle Subtotal	\$54,446 00
Destination Charge	\$1,995 00
Grand Total	\$56,441.00

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>M</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE JANUARY 16, 2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE EQUIPMENT REPLACEMENT FUND TO CARRYFORWARD \$723,567.99 OF UNUSED 2022 FIRE DEPARTMENT AUTO EQUIPMENT APPROPRIATIONS</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>M. 6.</i></p>

Background

The 2022 Annual Budget was approved by the Common Council on November 16, 2021. There was \$740,000 allocated to Fire Auto Equipment in the Equipment Replacement Fund. An initial pre-payment was sent to purchase a new piece of Fire Department Apparatus. In 2023, a refund of the City of Franklin pre-payment was issued back to the City.

New challenges are evident within the Fire Department auto equipment. In November 2023, the Fire Department received unexpected news that one of its frontline pumpers was deemed unsafe to operate. This piece of equipment has serviced the City for the last 16 years.

Fire Department staff are currently working with multiple vendors to obtain proposals and pricing on two NEW fire apparatus – one that will replace the order which was terminated and refunded in 2023, and an additional unit to replace another used engine.

The Fire Department is requested a budget amendment to allow for the 2022 budget appropriation for replacement auto equipment to be placed in the 2024 budget. With this appropriation, the Fire Department seek the purchase and outfitting of a pre-owned fire pumper to fill the immediate need for an additional unit in their fleet.

Fiscal Note

The proposed budget amendment amount will create an appropriation large enough to fund an interim engine at \$230,000 which keeping remaining cash on hand for the future investment of a new Fire Department Apparatus.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2024-____, an Ordinance Adopting the 2024 Annual Budgets for the Equipment Replacement Fund to carryforward \$723,567.99 of unused 2022 Fire Department Auto Equipment appropriations.

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 EQUIPMENT REPLACEMENT FUND TO CARRYFORWARD \$723,567.99 OF UNUSED 2022 FIRE DEPARTMENT AUTO EQUIPMENT APPROPRIATIONS

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

WHEREAS, the 2022 Annual Budget provided for an Auto Equipment allocation in the Equipment replacement fund; and

WHEREAS, the Fire Department struggles with auto equipment challenges with aging apparatus; and

WHEREAS, the lead time on any fire apparatus is at least 24-36 months; and

WHEREAS, the City received a refund of pre-payment money paid to a vendor on a piece of new Fire auto equipment; and

WHEREAS, it's critical for the Fire Department to have enough Fire apparatus to support the local community; and

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

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

Equipment Replacement Fund				
	Fire Department	Auto Equipment	Increase	\$723,567.99

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, 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 4 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:

Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>SM</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">01/16/24</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization to release funds to make the following Municipal Court 2024 approved Budget purchases.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>1.7.</i></p>

The following items were approved for purchase during the 2024 Municipal Court Budget process.

CAPITAL OUTLAY

Furniture/Fixtures (41-0121-5812)

Attached is a quote from M&M Office Interiors for the replacement of the following items in the Municipal Court Office and Police Records area. This area has not been updated since the building was built in 2001. The daily wear and tear of the original workstations, carpet and paint is evident. This project includes the replacement and installation of 4 cubicles/workstations (3 court clerks and 1 police records clerk), removal and installation of carpeting and some necessary painting. This project also converts an unused office into a conference room for the clerks, Judge and city prosecutor to meet when necessary. (Total project cost = \$37,747.04) *\$35,000.00 was budgeted for this project. The Police Department will contribute the difference (up to \$3,600.00) and those monies will be applied to the police records clerk station included in this project.)

COUNCIL ACTION REQUESTED

Motion to approve the purchase of the above listed Municipal Court 2024 Capital Outlay Budget items.



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PROPOSAL

DATE: 01/09/24
PROPOSAL: FM400
PROJECT: 116-7
CUSTOMER #: 8700
QUOTE VALID: / /

PROPOSAL FOR:

FRANKLIN MUNICIPAL COURT

9455 W LOOMIS RD
FRANKLIN WI 53132
DS/KISP-STATIONS & MEETING ROOM - HAWORTH OPTION

INSTALL AT:

FRANKLIN MUNICIPAL COURT
abaumgart@franklinwi.gov
9455 W LOOMIS RD
FRANKLIN WI 53132

Table with 4 columns: QTY, DESCRIPTION, SELL, EXTENDED. Contains two rows of product specifications for pedestals, including quantities, descriptions, and prices.

M & M OFFICE INTERIORS, INC.
W233 N2833 ROUNDY CIRCLE WEST
SUITE 100 PEWAUKEE WI 53072-6287
TELEPHONE 262 781-2600 FAX 262-783 5070
EMAIL: mmoffice@mmoffice.com WEBSITE www.mmoffice.com

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PROPOSAL

PROPOSAL: FM400

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QTY	DESCRIPTION	SELL	EXTENDED
1	HW, LOCK SET, KEYED ALIKE, LOCK PLUG AND KEY, QTY OF 2 ,LX-BP Chrome GRD A	0.00	0.00
1	UPSIDE, TABLE, 23"X70", LAM, EB3, STD, NO CO, C-LEG, SINGLE STAGE, SIMPLE PADDLE ,H-AA Putty GRD A ,HP-AA Putty GRD A ,TR-PLS Smooth Plaster GRD A	627.87	627.87
1	WORKSURFACE, RECT, 24DX42W, LAM, EDGE BAND, STD CORE, NOTCHED ,H-AA Putty GRD A ,HP-AA Putty GRD A	139.54	139.54
1	COMPOSE WORKSURFACE DBL SUPPORT LEG, STEEL, 18IN.D ,TR-PLS Smooth Plaster GRD A	156.70	156.70
1	COMPOSE, WALL MOUNT, FITS ALL HEIGHTS	39.36	39.36
1	COMPOSE, FRM, 42HX42W, BS NOPWR, NO BSTRM/NO BSTRM, NO BLT PWR, STD ,TR-PLS Smooth Plaster GRD A	108.48	108.48
2	COMPOSE, SINGLE TILE, 40IN. HX42IN. W, FABRIC/TACKABLE, STD CORE, NO TECH (6X_CHEVRON_RR) Railroad Chevron GRD A ,RR-366 Featherstitch (RR) GRD A	102.59	205.18

PAGE 2

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PROPOSAL

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QTY	DESCRIPTION	SELL	EXTENDED
1	COMPOSE, TOP TRIM 42IN.W, STL, PNL FRAME ,TR-PLS Smooth Plaster GRD A	29.96	29.96
1	COMPOSE, FRM, 42HX24W, BS NOPWR, NO BSTRM/NO BSTRM, NO BLT PWR, STD ,TR-PLS Smooth Plaster GRD A	83.32	83.32
2	SINGLE TILE, 40IN.HX24IN.W, FOR USE W/COMPOSE, FABRIC/TACKABLE, STD CORE, NO TECH (6X_CHEVRON_RR) Railroad Chevron GRD A ,RR-366 Featherstitch (RR) GRD A	75.71	151.42
1	COMPOSE, TOP TRIM 24IN.W, STL, PNL FRAME ,TR-PLS Smooth Plaster GRD A	23.16	23.16
1	COMPOSE, PANEL TRIM, END-OF-RUN 42IN.H, STEEL ,TR-PLS Smooth Plaster GRD A	26.98	26.98
1	COMPOSE, CONNECTOR TRIM, CORNER, 2-WAY 42IN.H, STEEL ,TR-PLS Smooth Plaster GRD A ,TR-PLS Smooth Plaster GRD A	111.49	111.49
	TOTAL FOR CLERK		2,358.18
	*** CONFERENCE ROOM ***		
1	CB OVERHEAD WM LAMINATE CABINET DOORS 14DX16HX84W RO-L1034 Casegoods Laminate - Linen RO-L1034 Casegoods Laminate - Linen CONTINUED...	662.22	662.22



PROPOSAL

PROPOSAL: FM400

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QTY	DESCRIPTION	SELL	EXTENDED
	L_PULL LPULL_A RX-LPULL-SW LOCK_C	L Pull Casegoods L Pull Grade A Paint Casegoods L Pull Painted Satin White Silver Lock	
1	JIVE, TBL, RCTRKHLF, LAM, 48"X48", EB3, S TD, CO:NONE, BRD, GLD, 29"H, PTD ,H-AA ,HP-AA ,TR-PLS	819.39	819.39
		Putty GRD A Putty GRD A Smooth Plaster GRD A	
1	RECTANGULAR - 2MM EDGE - 24D X 84W EDGE RO-E08201 RW-GRRA LAMAISMO RO-L08201-A	246.22	246.22
		2mm Grade A 2mm Edge - Grey Elm Option A - No additional grommets AIS Grade A Laminates Laminate - Grey Elm	
2	CBX FULL DEPTH 2D CAB 24DX28HX42W RO-L18201 RO-L18201 L_PULL LPULL_A RX-LPULL-HT LOCK_C	620.88	1,241.76
		Laminate Casegoods - Grey Elm Laminate Casegoods - Grey Elm L Pull Casegoods L Pull Grade A Paint Casegoods L Pull Painted Innertone Silver Lock	
	TOTAL FOR CONFERENCE ROOM		2,969.59
	*** WORK STATIONS ***		
1	,TR-TW TRIPLEX RECEPTACLE, 15 AMP, 332, CM	86.51	86.51
		Plaster (Textured) GRD A	



PROPOSAL

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QTY	DESCRIPTION	SELL	EXTENDED
3	X SERIES, PEDESTAL, ATTACHED, B/B/F, 24"D ,PTDDRWERT, STL LKRL, J PULL ,TR-PLS Smooth Plaster GRD A ,LR-BP Chrome GRD A	337.98	1,013.94
3	X SERIES, PEDESTAL, ATTACHED, F/F, 24"D, P TDDRWERT, STL LKRL, J PULL ,TR-PLS Smooth Plaster GRD A ,LR-BP Chrome GRD A	316.74	950.22
3	HW, LOCK SET, KEYED ALIKE, LOCK PLUG AND KEY, QTY OF 2 ,LX-BP Chrome GRD A	0.00	0.00
1	CMP, GALLERY, HALF RIGHT 1 SIDE, CMP 26/34, 34"H X60"W, LAM, NO CONN LEFT END, NO CONN RIGHT END, FINISHED TOP ,H-KN Grey Elm GRD B ,HP-KN Grey Elm GRD A	345.93	345.93
1	CMP, GALLERY, LH 1 SIDE, CMP 26/34, 34"H X60"W, LAM, NO CONN LEFT END, NO CONN RIGHT END, FINISHED TOP ,H-KN Grey Elm GRD B ,HP-KN Grey Elm GRD A	345.93	345.93
1	CMP, GALLERY, HALF LEFT 1 SIDE, CMP 26/34, 34"H X60"W, LAM, NO CONN LEFT END, NO CONN RIGHT END, FINISHED TOP ,H-KN Grey Elm GRD B ,HP-KN Grey Elm GRD A	345.93	345.93

M & M OFFICE INTERIORS, INC.
W233 N2833 ROUNDY CIRCLE WEST
SUITE 100 PEWAUKEE WI 53072-6287
TELEPHONE 262-781 2600 FAX 262-783 5070
EMAIL mmoffice@mmoffice.com WEBSITE www.mmoffice.com

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PROPOSAL

PROPOSAL: FM400

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QTY	DESCRIPTION	SELL	EXTENDED
3	UPSIDE, TABLE, 23"X70", LAM, EB3, STD, NO CO, C-LEG, SINGLE STAGE, SIMPLE PADDLE	627.87	1,883.61
	,H-AA Putty GRD A		
	,HP-AA Putty GRD A		
	,TR-PLS Smooth Plaster GRD A		
10	ELEC COMP, DATA BLANK COVER ,TR-TW Plaster (Textured) GRD A	1.72	17.20
1	COMPOSE, VERTICAL LIGHT BLOCK, 42IN	2.28	2.28
3	COMPOSE, VERTICAL LIGHT BLOCK, 58IN	2.85	8.55
2	ELEC COMP, RECEPTACLE BLANK COVER ,TR-TW Plaster (Textured) GRD A	2.85	5.70
2	COMPOSE, TOP TRIM 36IN.W, STL, PNL FRAME ,TR-PLS Smooth Plaster GRD A	27.70	55.40
4	COMPOSE, TOP TRIM 72IN.W, STL, PNL FRAME ,TR-PLS Smooth Plaster GRD A	51.46	205.84
1	COMPOSE, PANEL TRIM, END-OF-RUN 42IN.H, STEEL ,TR-PLS Smooth Plaster GRD A	26.98	26.98
2	COMPOSE, PANEL TRIM, END-OF-RUN 58IN.H, STEEL ,TR-PLS Smooth Plaster GRD A	32.41	64.82



PROPOSAL

PROPOSAL: FM400

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Table with 4 columns: QTY, DESCRIPTION, SELL, EXTENDED. It lists various office interior components like connector trim, base feed modules, flex connectors, and panels with their respective quantities and prices.

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QTY	DESCRIPTION	SELL	EXTENDED
3	SIDE/CORNER BRACKET,RH	8.71	26.13
1	COMPOSE, CNTLVR BRKT,16IN.D,BH	45.93	45.93
1	COMPOSE, FRM,42HX36W,BS NOPWR,BSTRM/NOBSTRM,NO BLT PWR,STD ,TR-PLS Smooth Plaster GRD A ,TR-PLS Smooth Plaster GRD A	107.99	107.99
1	COMPOSE,SINGLE TILE,32IN.HX36IN.W,FABRIC/TACKABLE, STD CORE,NO TECH (6X_CHEVRON_RR){Railroad} Chevron GRD A ,RR-366 Featherstitch (RR) GRD A	78.98	78.98
1	COMPOSE,SINGLE TILE,40IN.HX36IN.W,FABRIC/TACKABLE, STD CORE,NO TECH (6X_CHEVRON_RR){Railroad} Chevron GRD A ,RR-366 Featherstitch (RR) GRD A	93.63	93.63
5	COMPOSE, FRM,58HX36W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD ,TR-PLS Smooth Plaster GRD A ,TR-PLS Smooth Plaster GRD A	206.42	1,032.10
5	COMPOSE,SINGLE TILE,48IN.HX36IN.W,FABRIC/TACKABLE, STD CORE,NO TECH (6X_CHEVRON_RR){Railroad} Chevron GRD A ,RR-366 Featherstitch (RR) GRD A	108.28	541.40

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W233 N2833 ROUNDY CIRCLE WEST
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PROPOSAL

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QTY	DESCRIPTION	SELL	EXTENDED
5	COMPOSE, SINGLE TILE, 56IN.HX36IN.W, FABRIC/TACKABLE, STD CORE, NO TECH (6X_CHEVRON_RR){Railroad} Chevron GRD A ,RR-366 Featherstitch (RR) GRD A	122.93	614.65
2	COMPOSE, FRM, 58HX36W, BS NOPWR, NO BSTRM/NO BSTRM, NO BLT PWR, STD ,TR-PLS Smooth Plaster GRD A	109.00	218.00
4	COMPOSE, SINGLE TILE, 56IN.HX36IN.W, FABRIC/TACKABLE, STD CORE, NO TECH (6X_CHEVRON_RR){Railroad} Chevron GRD A ,RR-366 Featherstitch (RR) GRD A	122.93	491.72
1	COMPOSE FRM, 34HX72W, BS NOPWR, NO BSTRM/NO BSTRM, NO BLT PWR, NO UNDRWS PWR, STD ,TR-PLS Smooth Plaster GRD A	174.61	174.61
2	COMPOSE, SINGLE TILE, 32IN.HX72IN.W, FABRIC/TACKABLE, STD CORE, NO TECH (6X_CHEVRON_RR){Railroad} Chevron GRD A ,RR-366 Featherstitch (RR) GRD A	146.57	293.14
	TOTAL FOR WORK STATIONS		10,151.27
1	SERVICE PACKAGE TO INCLUDE: DESIGN, PROJECT MANAGEMENT, AND LABOR TO RECEIVE, INSPECT, DELIVER, AND INSTALL PRODUCT PER PLANS. WORK TO BE COMPLETED DURING NORMAL BUSINESS HOURS.	4,751.25	4,751.25

M & M OFFICE INTERIORS, INC.
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PROPOSAL

PROPOSAL: FM400

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QTY DESCRIPTION SELL EXTENDED

If it becomes necessary for M&M to hold product beyond the agreed upon installation date, a storage fee may be assessed.

PRODUCT SUBTOTAL.....: 15,479.04

ACCEPTED BY: _____

DATE ACCEPTED: _____ DEL/INSTALL SUBTOTAL.: 4,751.25
THANK YOU FOR THE OPPORTUNITY TO SUBMIT THE ABOVE PROPOSAL.

DEPOSIT REQ: 10,115.00
DEPOSIT PCT: 50.00 % FINAL TOTAL.: 20,230.29

BY: _____ PAGE 10

M & M OFFICE INTERIORS, INC.
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PROPOSAL FOR:
FRANKLIN MUNICIPAL COURT
9455 W LOOMIS RD
DS-SUB-CONTRACT PROPOSAL

PROPOSAL

DATE: 01/10/24
PROPOSAL: FM401
PROJECT: 116-7
CUSTOMER #: 8700
QUOTE VALID:

INSTALL AT:
FRANKLIN MUNICIPAL COURT
abaumgart@franklinwi.gov
9455 W LOOMIS RD
FRANKLIN WI 53132

QTY	DESCRIPTION	SELL	EXTENDED
1	PAINT (2) COATS ON (2) WALLS & SMALL CONFERENCE ROOM INCLUDES ALL NECESSARY LABOR, MATERIALS & EQUIPMENT BASED ON WALK THROUGH WITH CLIENT	1,680.00	1,680.00
1	LABOR & MATERIALS FOR CARPET INSTALLATION TO INCLUDE THE FOLLOWING: HEAVY DUTY REMOVAL & DISPOSAL OF EXISTING CARPET ENCAPSULATE EXISTING FLOOR TO PREP FOR NEW FLOOR INSTALLATION OF CUSTOMER PROVIDED CARPET TILES PROVIDE & INSTALL VINYL BASE CLEAN & REMOVE ALL GARBAGE.	5,975.00	5,975.00
1	LABOR & MATERIALS TO DISCONNECT (2) WORK STATIONS 110V FEEDERS & RECONNECT TO NEW WORK STATIONS DISCONNECT (3) LOW VOLT LINES & REMOVE TO RE-INSTALL IN NEW WORK STATIONS	1,560.00	1,560.00

M & M OFFICE INTERIORS, INC.
W233 N2833 ROUNDY CIRCLE WEST
SUITE 100 PEWAUKEE WI 53072 6287
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PROPOSAL

PROPOSAL: FM401

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QTY	DESCRIPTION	SELL	EXTENDED
140	J&J FLOORING PATTERN: CRAFTWORK COLOR: JEWELER	41.33	5,786.20
2	CARPET ADHESIVE	166.67	333.34
200	CLASSICS 11 LVT COLOR TO BE DETEREMINED.	3.67	734.00
2	LVT ADHESIVE	166.67	333.34
1	FACTORY FREIGHT FOR CARPET	979.73	979.73
1	FACTORY FREIGHT FOR LVT	135.14	135.14

If it becomes necessary for M&M to hold product beyond the agreed upon installation date, a storage fee may be assessed.

PRODUCT SUBTOTAL.....: 16,401.88

ACCEPTED BY: _____

FRT / FUEL.: 1,114.87

DATE ACCEPTED: _____

THANK YOU FOR THE OPPORTUNITY TO SUBMIT THE ABOVE PROPOSAL.

DEPOSIT REQ: 8,758.00
DEPOSIT PCT: 50.00 %

FINAL TOTAL.: 17,516.75

BY: _____

PAGE 2

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M&M OFFICE INTERIORS, INC.
 W233 N2833 ROUNDY CIRCLCE W.
 SUITE 100
 PEWAUKEE, WI 53072-5794
 PH. 262.783.2800
 FX. 262.783.5070

FRANKLIN POLICE

DRAWN BY: K-PB
 CHECKED BY: ---

PROJECT: FM400

PROJECT ADDRESS:

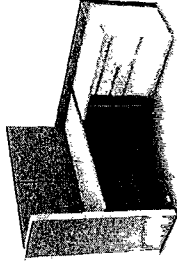
SCALE: 1/4" = 1'-0"
 DATE: 10/09/23

REVISION	
NO	-
001	-
002	-
003	-

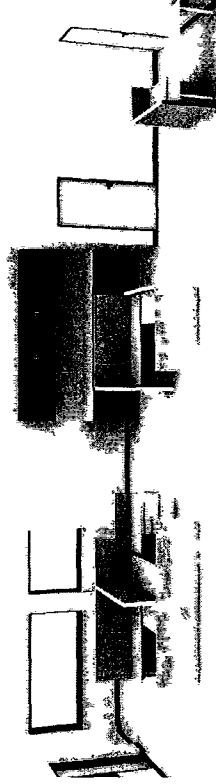
PLAN FIELD VERIFIED:
 NO

SHEET NAME:
 FURNITURE PLAN

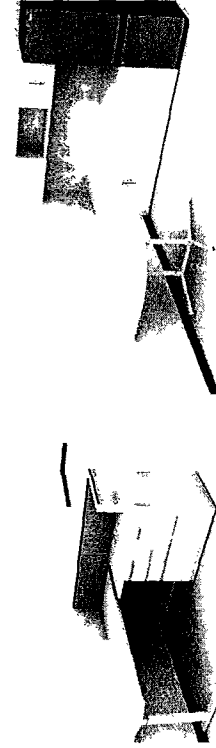
DRAWING PHASE:
 PRELIMINARY



WORKSTATION TYPICAL

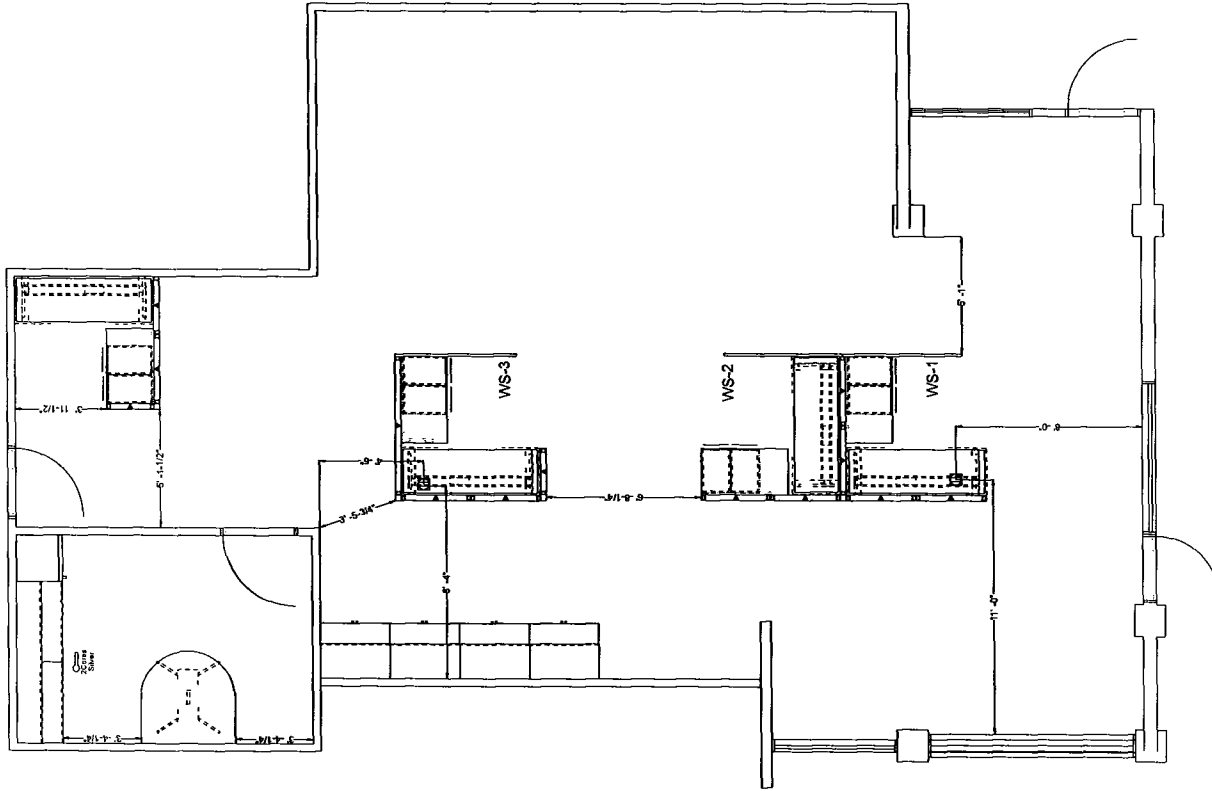


OPEN OFFICE




CLERK DESK

MEETING ROOM



HAWORTH - BETTER OPTION
 1/2" = 1'

This drawing is not a construction document. It is to be used only for space planning, specifying, and installing furniture. This drawing is property of M&M Office Interiors, Corp. and is subject to return upon request. This drawing cannot be made public unless authorized by M&M Office Interiors, Corp.

 APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE January 16, 2024
REPORTS & RECOMMENDATIONS	Parks Commission Request for Review of Parks Marketing Materials	ITEM NUMBER H.8. Citywide

The Parks Commission would like to promote the City of Franklin Park System and provide the public with consolidated information about parks through updated marketing materials and maps. On October 18, 2022 the Common Council approved use of the attached Park and Trail Map to provide information to the public. The map is now available on the City's website.

Members of the Parks Commission have since completed the attached draft parks marketing brochure, which is intended to provide information about City of Franklin park amenities available to the public. This item has been reviewed by the Parks Commission, as well as staff from Planning, Public Works, and the Clerk's Office.

If the Council desires, the attached brochure may be added to the City's website or printed for the public.

The Commission is developing additional materials and policies such as a park amenity donation policy and updated park rules that will be provided for review at a future date.

Fiscal Note

Marketing Materials were not included in the 2024 Parks budget. Commissioner Karen Malecki and donated her time and graphic design skills to produce the map and brochure, with assistance from other commissioners to provide photographs and text.

If it is desirable to print these materials for public distribution, funds would need to be appropriated accordingly.

COUNCIL ACTION REQUESTED

Feedback on the attached draft brochure.

And/or

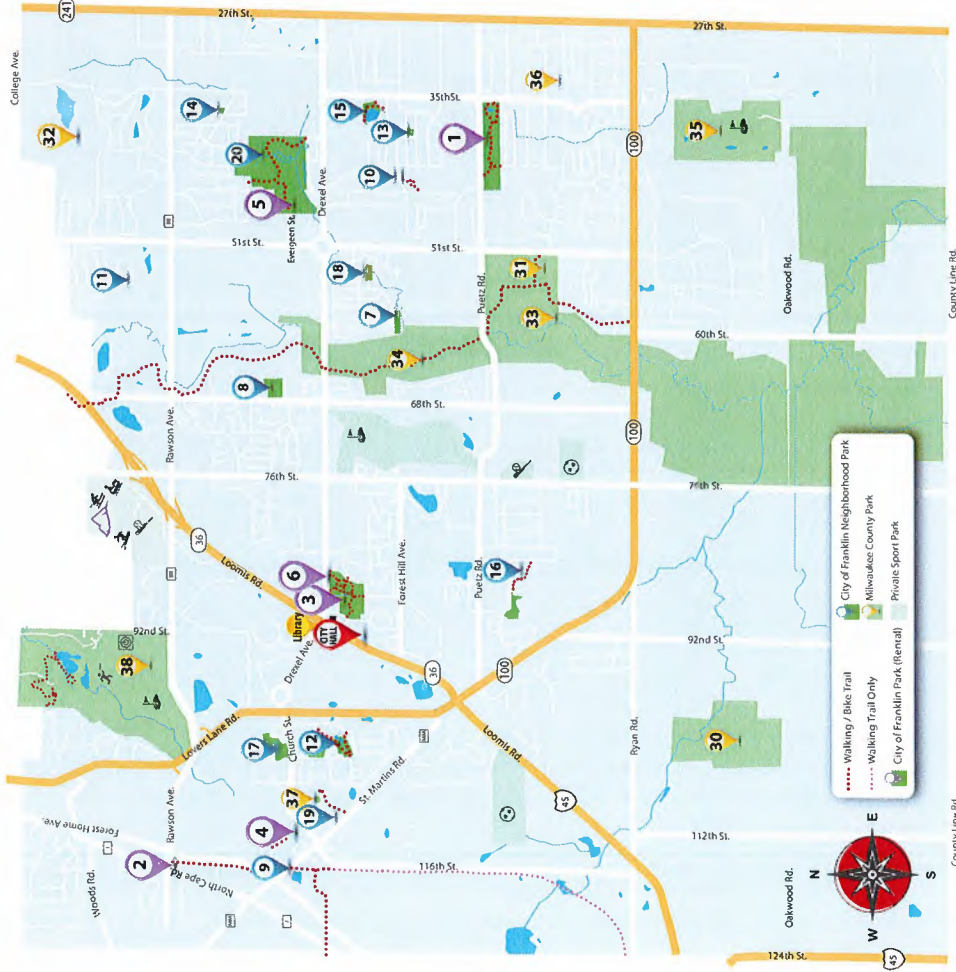
A motion to take action on the above item as the Common Council deems appropriate.



Monday-Friday • 8:30am-5:00pm
9229 W. Loomis Rd. • Franklin, WI 53132

PARK & TRAIL MAP

GENERAL PARK HOURS: DAWN TO DUSK



MAP KEY & PARK AMENITIES

The following (#'s 1-6) City of Franklin parks have facilities that may be rented. Visit www.franklinwi.gov > Parks for information on how to reserve a park.

- 1 Franklin Woods Nature Center — Pavilion**
Home of Kayla's Playground
3723 W. Puetz Rd. Acreage: 38.4
Kayla's play structure at Franklin Woods was a mission of Kayla's Crew. The Crew worked wholeheartedly with the City of Franklin to build an all-accessible, all-inclusive play structure in Franklin to be inspiring and truly all-accessible for all children and families of any age and ability.
 - Open Air Pavilion (11am-8pm rental)
 - All-inclusive ADA Play Structure
 - Restrooms • Picnic Tables • Benches
 - Natural Area with Limestone Walking Trail
 - Paved Walking Trail, Paved Parking Area
- 2 Ken Windl Park — Pavilion**
11615 W. Rawson Ave. Acreage: 3
• Indoor Pavilion (A/C, Heated)
• Gazebo (11am-8pm year-round rental)
• Gazebo • Picnic Tables • Benches
• Play Structure • Restrooms
• Combination Tennis and Pickleball Courts
• Access to City of Franklin Bike & Hiking Trail
- 3 Lions Legend Park — Pavilion**
8030 S. Legend Dr. Acreage: 14
• Open Air Pavilion (11am-8pm rental)
• Picnic Tables • Benches • Paved Walking Trail
• Play Structure • Tennis Courts • Volleyball Courts • Ball Diamond • Restrooms
• Band Shell (rental available)
• Historical Buildings (rental available)
- 4 Market Square — Gazebo**
11230 W. Franklin St. Acreage: .5
• Gazebo (11am-8pm rental)
• Picnic Tables • Benches
- 5 Pleasant View Park — Pavilion**
4620 W. Evergreen St. Acreage: 23.8
• Indoor/Outdoor Pavilion (heated)
• (11am-8pm year-round rental)
• Picnic Tables • Benches • Play Structure
• Restrooms • Ball Diamond • Tennis Courts
• Pickleball Courts • Volleyball Court
• Paved Trails • Paved Parking Area
- 6 Vernon E. Barg Park (formerly/last legend park) — Pavilion**
8717 W. Drexel Ave. Acreage: 21
• Open Air Pavilion (11am-8pm rental)
• Picnic Tables • Benches • Restrooms
• Paved Walking Trail • Play Structure
• Paved Parking Area • Pickleball Courts
• Tennis Court • Volleyball Court
• Soccer Field • Ball Diamond

- 7 Cascade Creek Park**
8300 S. 60th St. Acreage: 8.7
Grass open space and passive woodlands with benches.
- 8 Christine Rathke Memorial Park / Trail**
7700 S. 68th St. Acreage: 4.5
Play structures, ball diamond, picnic tables, benches and paved walking trail, and parking area.
- 9 City of Franklin Bike & Hiking Trail (Located in St. Martins)**
Rawson Ave. (near Ken Windl Park) heading south to Swiss St. & follows 116th St. Intersection westward (crosses Forest Home Ave. & N. Cape Rd.)—connecting to Muskego Recreation Trail
Paved bike and hiking trail with benches. Miles: 2.1
- 10 Crooked Creek Walking Trail**
W. Forest Hill Ave. to S. 44th St.
Limestone walking trail.
- 11 Dr. Lynette Fox Memorial Park**
6860 S. Harvard Dr. Acreage: 4
Play structure, picnic tables and benches
- 12 Ernie Lake Park / Trail**
8000 S. Chapel Hill Dr. Acreage: 13.2
Paved walking trail, picnic tables, adult exercise equipment, benches, and bridge.
- 13 Friendship Park / Trail**
3810 W. Sharon Ln. Acreage: 1.6
Paved walking trail, play structure, grass ball diamond, basketball half court, picnic tables and shaded seating areas and benches.
- 14 Glenn Meadows Park**
7363 S. 37th Pl. Acreage: 1
Play structure, basketball court, picnic tables and benches.
- 15 Jack E. Workman Park / Trail**
3674 W. Forest Hill Ave. Acreage: 12
Asphalt walking trail, play structure, ball diamond, tennis court, basketball court, volleyball court, picnic tables and benches.
- 16 Meadowlands Park / Trail**
8665 W. Elm Ct. Acreage: 14
Wetland area. Limestone walking trail with benches.
- 17 Mission Hills Wetlands**
Approx. 10400 W. Church St. Acreage: 13.6
Grass open space and passive woodlands with benches.
- 18 River Park Trail**
Asphalt walking trail with bridge and bench.
- 19 Robinwood Trail**
Trail between St. Martins Rd., Allwood Dr. and Robinwood School (St. Martins Park) area.

20 Victory Creek Special Park / Trail
East of Pleasant View Park Acreage: 84.6
Paved bike and hiking trail, passive prairie and wetlands with benches. Mowed trail for cross country running and skiing. Access and parking available at Pleasant View Park.

MILWAUKEE COUNTY PARKS
Located in Franklin, Wisconsin
Milwaukee County Park System
Building & Field Rentals (414) 281-2694
Parks Information (414) 257-PARK (7275)
<http://countyparks.com>

- 30 Franklin Park Savanna Nature Preserve (No. 409)**
Wisconsin State Natural Area Acreage: 85
Currently under restoration.
www.mikeconservation.org
- 31 Froemming Park**
8801 S. 51st St. Acreage: 16.9
- 32 Grobschmidt Park**
Approx. 6361 S. 35th Street Acreage: 152
- Milwaukee County Sports Complex**
6000 W. Ryan Rd. Acreage: 116.5
- 34 Oak Leaf Trail - Root River Line**
The Root River Line is a 18.9 mile extension of the Oak Leaf Trail. The trail is accessible year-round.
- 35 Oakwood Park / Golf Course**
3600 W. Oakwood Rd. Acreage: 276
(414) 281-6700 <http://mke.golf/oakwood>
- 36 Southwood Glen Park**
3180 W. Hilltop Ln. Acreage: 9
Leased by Franklin Public Schools.
- 37 St. Martins Park**
10801 W. Robinwood Ln. Acreage: 1.75
- 38 Whitmail Park**
5879 S. 92nd St. Acreage: 625
(414) 425-7303

Dog Friendly Parks
Dogs must be leashed (no longer than 6'), have current license, and under control of the owner. Owners are required by law to pick up after a dog. Dog Stations (include plastic bags and trash receptacle) are available at indicated parks. Owners are responsible for any injuries caused by their dogs. The City of Franklin / Milwaukee County are NOT liable for the actions of any dog within or outside the boundaries of the parks.

Baseball Diamond Rentals Available

QUESTIONS?
(414) 425-7500 (City Clerk)

Visit www.franklinwi.gov > Parks for policies and information on how to reserve a park.

Note: Surrounding lands are private.

DRAFT ONLY



Kayla's Playground
@ Franklin Woods



Goal

To conserve high quality natural open space and wildlife habitat, and provide quality outdoor recreational experiences within the City of Franklin through efficient and progressive trail, vegetation and wildlife management.

Welcome to our parks

To keep our parks beautiful... the City of Franklin Department of Public Works & Highway provides the manpower and supplies necessary to properly maintain all City parks.

This encompasses 242 acres of land, 5.1 miles of bike trails, and 20 community recreational park sites.

Park Hours:

All city parks are open to the general public from **dawn to dusk**. Rental months / hours vary (*see permits*).

- Table of Contents -

3	<ul style="list-style-type: none"> • How to Reserve (Book) a park pavilion • Security Deposit • Rental Tips (Responsibilities)
4	Permit Rules and Regulations
5	Map of Park Pavilion Rentals Park Amenities Chart
6	Franklin Woods Nature Center Open Air Pavilion Home of Kayla's Playground
7	Ken Windl Park Indoor Pavilion
8	Lions Legend Park Open Air Lions Pavilion
9	Market Square Gazebo
10	Pleasant View Park Indoor/Outdoor Pavilion
11	Vernon E. Barg Park Open Air Pavilion
12	<p>Other park amenities available for rental</p> <ul style="list-style-type: none"> • Historical Buildings Lions Legend Park • Tennis Courts • Pickleball Courts • Band Shell Lions Legend Park
13	<p>"Day of" Rental Tips</p> <p>Check List (<i>General Renter Responsibilities</i>)</p>



This informational Park Rental guide was created by volunteers from the City of Franklin Parks Commission. Information was provided by the City of Franklin Clerks office and the Department of City Development in an effort to inform users of the opportunities our City of Franklin public parks offer. *Note: Information provided is subject to change.*

QUESTIONS??

Call the Franklin City Clerk's Office 414-425-7500
Monday-Friday 8:30 am-5:00 pm, for additional information.

- Complete Application -

A permit is required to reserve pavilions and picnic areas.

Reservations are made in person (only) on a first-come, first-serve basis, through the

City of Franklin Clerk's Office

Franklin City Hall,
9229 W. Loomis Road,
8:30 am-4:30 pm

No telephone, email, online, or mail-in applications are accepted.

Park Permit applications are accepted for Franklin groups or residents beginning on the first business day in January of each year.

Applications are accepted for all other groups beginning on the first business day in April of each year.

Application must be completed by an adult, 18 years of age or above, who will assume primary responsibility for enforcing park policies, guidelines and procedures on the event date.

Park permit fees are based on attendance and are set by the Franklin Park Commission.



PAYMENT

Payment in full is required to confirm booking. Acceptable payments - most all major credit cards* / check / cash.

(*) Credit card service charge 2.95%

- Security Deposit -

Please inspect the facility upon arrival and advise the Parks Staff as soon as possible if there is any problem.

Security deposits are 100% refundable as long as all of the following conditions are met:

1. The facility and adjacent grounds (including outside) are left in a clean and orderly manner.
2. Use of the facility does not exceed the scheduled time.
3. All equipment is accounted for and undamaged.
4. Additional staff time is not required as part of the rental.
5. Damage to the facility has not occurred.
6. All rules/guidelines governing rental usage of the facility are met.

If these conditions are not met to the satisfaction of by Franklin park maintenance personnel per these guidelines and others listed within this packet and accompanying documents, an appropriate fee will be deducted from the security deposit.

If necessary, the Rental Applicant will be charged an additional fee to cover any additional costs.

Rental Applicant shall be liable for any loss, damage, or injury sustained by virtue of the activity conducted.



Hyper link to permit
www. _____

INDOOR PAVILIONS

Please pick up KEY from the Franklin City Hall, City Clerk's Office, 9229 West Loomis Road, Franklin, WI Monday-Friday, 8:30 am-5:00 pm, no more than four business days prior to your reservation day. RETURN key to Franklin City Hall City Clerk's Office within 24 hours of event.



DAY OF

Park staff will set up tables and chairs prior to your arrival. For rental assistance on day of rental, please call the number on your permit. Park staff will respond as soon as possible.



IN CASE OF EMERGENCY CALL 911- 24/7.

To report any problems on the day of your reservation please call...
City of Franklin Police Department
414-425-2522 (non-emergency)
and/or
Monday-Friday 7:00 am-3:30 pm
City of Franklin Department of Public Works at 414-425-2592

Non-Resident Definition

A non-resident is defined as a person who does not reside or own property within the corporate limits of the City of Franklin (in general, does not directly contribute to City of Franklin property taxes).

- Rental Tips -



SET UP & CLEAN UP

All set up, decorating, catering & clean up must be done within your rental time. If any damage has occurred, charges will be deducted from your Security Deposit and/or billed to you.



EXTRA HOURS

Keep an eye on the clock. Any additional time on the rental day will be charged at double hourly rate for every 1/2 hour.



FOOD & BEVERAGES

Facilities with kitchenettes allow you to bring in your own food or hire a caterer of your choice. It is best to plan on doing the majority of the prep work & cooking before you arrive. Food trucks not allowed.

- Indemnity -

Renter(s) agrees to indemnify, defend & hold harmless, the City of Franklin, its officers & employees, from & against all loss or expense including costs and reasonable attorney's fees &/or liability for damages, personal injuries & property damage to the extent caused by any negligent or willful act or omission of renter(s).

PERMIT RULES AND REGULATIONS FOR USE OF FRANKLIN PARKS

Knowledge of, and adherence to, park rules and regulations will help create an awareness and appreciation of our valuable park and recreation investment.

1. Animals/Pets

Animals in park areas must be leashed at all times, per City code §80.701.

Any animal waste must be removed or deposited in a proper receptacle.



2. Beer and wine consumption

Is allowed with authorization and indicated on park permit. Sale of same is not permitted. Beer and wine shall only be served to attendees age 21 and over. **No glass bottles.**



NO alcohol allowed of any kind allowed Franklin Woods Nature Center / Kayla's Playground

3. Decorations

No staples, tape or thumb tacks are to be used in park pavilions. If removal of such is required after your rental, you will be charged for damages and the amount will be deducted from your deposit.

- **Balloons** - Must be weighted and secured (not allowed to float to the ceiling).
- **Confetti**, rice, glitter, etc. are not allowed.

4. Firing or discharge of any projectile

in a park is prohibited, per City code § ____.

5. **Games and/or amusements** are to be conducted only in the designated area and approved by the Park Commission and the Common Council.

6. **Golf** - Any form of **golf is NOT permitted** in any City Park.

7. Grilling/Fires

Fires may only be started and maintained in proper receptacles, such as grills provided or you may bring your own gas grill (only in designated area), and can be used for food preparation only. Ground fires are **not** allowed at anytime.

8. Hours/Scheduled Times

Rental hours are noted on the application form. All decorating, set up and clean up must be done within your rental time.

9. Litter and other waste must be deposited in proper City garbage receptacles.

Failure to comply will result in future denial of park permit requests and could result in a fine. Dumping of any waste matter, of any kind, is prohibited in any City Park or public property.



10. **Motorized vehicles**, including off-street and/or recreational vehicles, are not permitted, unless otherwise posted.

11. Music Entertainment

Radios/blue tooth speakers are permitted. *No amplified music allowed.* **LIVE MUSIC IS PROHIBITED** unless indicated on park permit. Both canned and live music cannot exceed 55 decibels from point no greater than 150' from point of sound origin, including use of radios, stereos, karaoke and other audio devices per City ordinance.



12. **Overnight camping** is prohibited.

13. Security Deposit / Refunds / Cancellations

A security deposit is required. No refunds are granted unless requested in writing at least **thirty (30) days prior to park permit date.** There will be a \$25 cancellation fee that will be charged if refund is approved.



Pavilion Permit Refunds

There will be a \$25 cancellation fee for March through November rentals. For December through March rentals, there will be no cancellation fee if rescheduled due to weather. **If staff efforts were made to accommodate the rental prior to notification**, a \$25 cancellation fee will be charged. Notification is to be given with the foresight that DPW will have the facility ready for use by scheduled opening time. Rescheduling notification is to be given as soon as possible to the Clerk's office, or Police Dept. if after 5:00 pm on weekdays.

14. Rides, Tents And Other Equipment

Will not be permitted on park property unless indicated on park permit. Mechanical rides, dunk tanks, bounce houses, etc. must obtain a separate **Entertainment and Amusement License**, which must be approved by the Licensing Committee and the Common Council. Inspections will be made prior to the event by the Electrical, Building and Fire departments. Tents cannot be erected prior to contacting the city and shall be subject to inspection.

15. Parking

Is permitted in designated parking lot or road areas only. Cars and other vehicles are not permitted in park areas, **except for five (5) minutes for unloading and pick-up periods only.**



16. Park Trails

In case of snow or icy conditions, the City park trails will not be maintained. The City is not liable if injury occurs.

17. Selling of Items

No commercial sales, for profit, of any kind are allowed on park property. Solicitations, donations or contributions are not permitted, except where authorized by permit.

18. Vandalizing

Destruction, injury, defacement or removal of City property is prohibited per City code § ____.

Violation of park/pavilion rules and a violation of local and/or state laws can result in a fine, imprisonment or both. City of Franklin Park Staff (414-425-2592) and City of Franklin Police Department (414-425-2522) will implement enforcement of park rules and regulations.



INDOOR INFLATABLES

No inflatable structures indoors. Some locations have outdoor areas. If you set up outside, a certificate of insurance is required. No staking.



RESTROOMS

As park pavilions are in public parks, restrooms within the pavilions are open for public use.



PICNIC TABLES

Some rental spaces include use of an adjacent picnic area and are open to the general public. Please do not move any tables outside of the picnic area.



TABLES & CHAIRS

Most pavilions include picnic tables. Ken Windl Park uses folding tables & chairs, and will be set up by parks staff. If you want custom set-up, let us know one week prior. Do not bring tables & chairs.



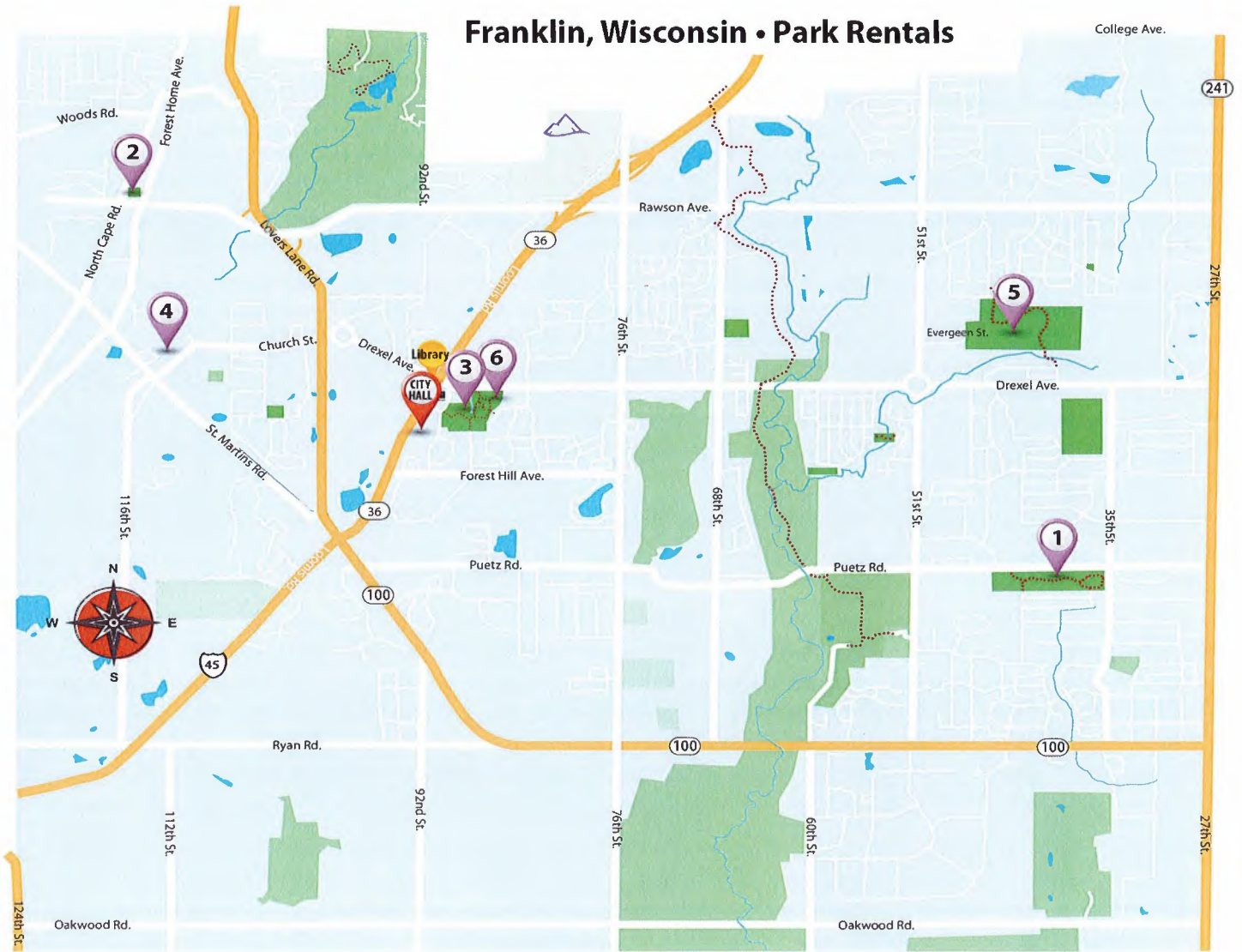
SMOKING

ALL of our parks buildings are **SMOKE FREE.** Code §183-71(G).



PUBLIC FACILITIES

Venues are in public spaces and close to public facilities; playgrounds, sports courts & parking. **All facilities will be available for public use.**



Parks (rental)

			Acres	ADA Accessible	Ball Diamond	Basketball Court	Nature Area	Rental Indoor	Rental Outdoor	Band Shell	Parking Spaces	Historical Buildings	Pickleball Courts	Play Structure	Picnic Area	Portable Toilet	Restrooms - Indoor	Soccer Field	Trails	Tennis Court	Volleyball Court
1	Franklin Woods Pavilion Kayla's Playground	3723 W. Puetz Rd.	38.4	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2	Ken Windl Park Pavilion	11615 W. Rawson Ave.	2.5	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3	Lions Legend Park — Lions Pavilion	8050 S. Legend Dr.	14	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4	Market Square Park Gazebo	11230 W. Franklin St.	.5					✓	✓												
5	Pleasant View Park Pavilion	4620 W. Evergreen St.	23.8	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
6	Vernon E. Barg Park — Pavilion (Formerly Lions Legend Park II)	8717 W. Drexel Ave.	21	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Rental Type: Pavilion

Franklin Woods Nature Center Open Air Pavilion

Home of Kayla's Playground

3723 W. Puetz Rd • Franklin, WI 53132

MAX
CAPACITY
49

MAX
RENTAL
7 HRS

AVAILABILITY



■ = Unavailable ■ = Available


Not available two days prior & after two days July 4

**TIMES: RENTALS AVAILABLE BETWEEN
11 am-8 pm**

WHAT YOU GET

Permit entitles you to the following items:

- Open air pavilion
- Electricity
- Picnic tables within the pavilion
- Water
- Access to restrooms

There are no grills available.  You may bring a gas grill for food preparation; however, no charcoal grills allowed.

Park Amenities (shared with the general public):

- All-inclusive play structure
- Natural area / trail
- Restrooms
- Picnic area not covered by pavilion

- STRICTLY PROHIBITED -
Gum, Silly String, Confetti, Paint, Chalk,
Glitter, and Water Balloons

Description

Acreage: 38.4

Kayla's Playground at Franklin Woods was a mission of Kayla's Krew--the Krew that worked wholeheartedly with the City of Franklin to build an all-accessible, all-inclusive playground in Franklin to be inspiring and truly all-accessible for all children and families of any age and ability.



**Kayla's Playground
@ Franklin Woods**



Handicap Accessible



Parking Lot



Electric



No Wi-Fi



Restrooms



Water



BYO Food & Beverages



Dog Stations
(plastic bags & trash can available)
Dogs must be leashed

STANDARD SETUP



Open Air Pavilion
Men's Restroom
Women's Restroom
Kitchenette

Picnic tables seat approx. 6-8



NO alcohol beverages allowed!



Water Drinking Fountain available



RENTAL FEES

Group Size	Franklin Resident	Non-resident
1-49	\$200	\$350



Deposit Required

+Security Deposit \$150
(applies to each permit)



Hyper link to permit
www. _____

Rental Type: Indoor Pavilion

Ken Windl Park Indoor Pavilion

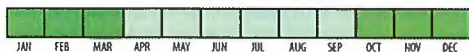
11615 W. Rawson Ave.
Franklin, WI 53132



MAX CAPACITY
50

MAX RENTAL
7 HRS

AVAILABILITY



= Winter = Summer

Year Round Rental

TIMES: RENTALS AVAILABLE BETWEEN
11 am-8 pm

WHAT YOU GET

Permit entitles you to the following items:

- Indoor pavilion (A/C, heated)
- Tables & chairs
- Kitchenette - range, refrigerator, sink
- Electricity
- Water
- Access to Indoor Restrooms

There are no grills available.

You may bring a gas grill for food preparation; however, no charcoal grills allowed.

Park Amenities (shared with the general public):

- Playground Structure
- Gazebo
- Indoor Restroom
- Benches
- Combination Pickleball/Tennis Courts
- Picnic tables (outdoor)
- Natural Area / Trail Connection



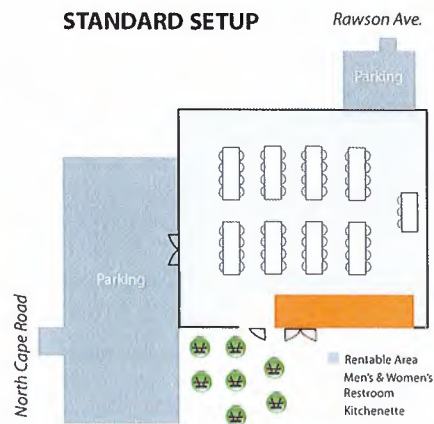
- STRICTLY PROHIBITED -
Gum, Silly String, Confetti, Paint, Chalk,
Glitter, and Water Balloons

Description

Acreage: 2.5

- Offers outdoor recreation and nature preservation.
- Connection to St. Martin Hike and Bike Trail Link.
- The Rawson fire station was used until 2001 and now has been remodeled into a park indoor pavilion..

STANDARD SETUP



Picnic tables seat approx. 6-8



RENTAL FEES

	Group Size:	Resident	Non-resident
Summer	1-50	\$225	\$375
Winter	1-50	\$325	\$500



+Security Deposit \$200
(applies to each permit)

Deposit Required



Air Condition



Heating



No Ceiling Fans



Dog Stations
(plastic bags & trash can) available.
Dogs must be leashed



Handicap Accessible



Parking Lot



Electric



No WI-FI



Indoor Restroom



Water



BYO Food & Beverages



St. Martins Hike & Bike Trail Link

-INDOOR PAVILIONS

Please pick up **KEY** from the Franklin City Hall, City Clerk's Office, 9229 West Loomis Road, Franklin, WI Monday-Friday, 8:30 am-5:00 pm, no more than four business days prior to your reservation day.
RETURN key to Franklin City Hall City Clerk's Office within 24 hours of event.



Hyper link to permit
www. _____

Rental Type: Pavilion

Lions Legend Park Open Air Lions Pavilion

8050 S. Legend Park • Franklin, WI 53132



MAX
CAPACITY
250

MAX
RENTAL
7HRS

AVAILABILITY



■ = Unavailable ■ = Available

Not available one week prior & one week after July 4

TIMES: RENTALS AVAILABLE BETWEEN
11 am-8 pm



Handicap Accessible



No Parking Lot Street Parking Only



Electric



No Wi-Fi



Restrooms



Water



BYO Food & Beverages



Dog Stations
(plastic bags & trash can) available.
Dogs must be leashed

WHAT YOU GET

Permit entitles you to the following items:

- Open air pavilion with enclosed serving area
- Electricity
- Picnic tables within the pavilion (11)
- Water
- Access to Indoor Restrooms



- Barbecue pit (*shared*)

You may bring a gas grill for food preparation; however, no charcoal grills allowed.

Park Amenities (*shared with the general public*):

- Play Structure
- Tennis Courts*
- Indoor Restrooms
- Pickle Ball Courts*
- Ball Diamond*
- Volleyball Court*
- Historical Buildings (5)*
- Band Shell*
- Natural Area
- Trails

(*) Rentals available (see pg. 13)

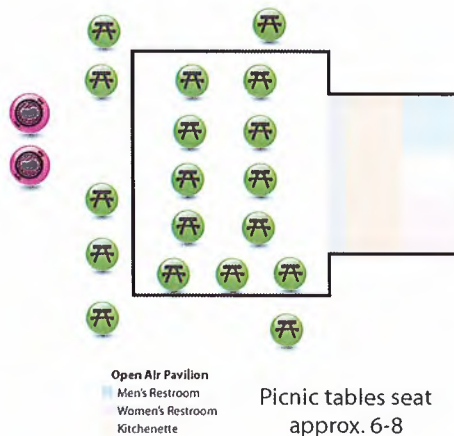
- STRICTLY PROHIBITED -
Gum, Silly String, Confetti, Paint, Chalk, Glitter, and Water Balloons

Description

Acreage: 14

- A landmark designation...The Franklin Historical Society maintains historical buildings as living museums with origins as early as 1836 on this park site.
- * The band Shell was built in 2004 as a Eagle Scout Community Service Project. Home of annual summer community concerts.
- This park site hosts the Annual Franklin Independence Celebration.

STANDARD SETUP



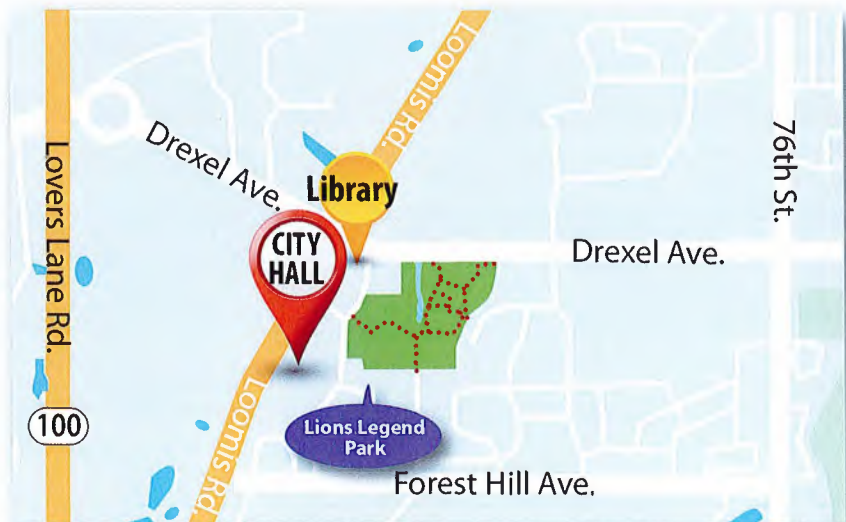
RENTAL FEES

Group Size	Resident	Non-resident
1-49	\$200	\$350
50-99	\$250	\$400
100-149	\$275	\$450
150-199	\$325	\$500
200-250	\$375	\$550



Deposit Required

+Security Deposit \$150
(applies to each permit)



Rental Type: Gazebo

Market Square Gazebo

11230 W. Franklin St.
Franklin, WI 53132



MAX CAPACITY **99**
MAX RENTAL **12 HRS**



■ = Unavailable ■ = Available
Not available Labor day weekend

TIMES: RENTALS AVAILABLE BETWEEN
11 am-8 pm

- Handicap Accessible
- No Parking Lot Street Parking Only
- NO Electric
- No Wi-Fi
- No Restrooms
- No Water
- BYO Food & Beverages
- Dog Stations** (plastic bags & trash can) available. Dogs must be leashed

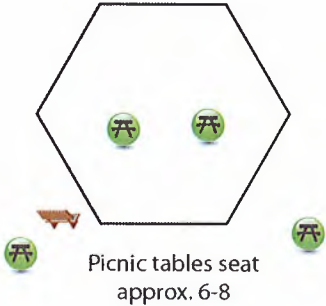
WHAT YOU GET

Permit entitles you to the following items:

- Gazebo
- Picnic tables: Inside Gazebo 1 (8') & 1 (ADA)
Outside Gazebo 2 (8')
- Benches
- 1 - Trash can / 1- Recyclable
- There are no grills available. You may bring a gas grill for food preparation; however, NO charcoal grills allowed.
- Outdoor Portable Restroom NOT available. May need to privately rent. *(permit needed)*



STANDARD SETUP
Gazebo SIZE: ??



RENTAL FEES

Group Size:	Resident	Non-resident
1-49	\$175	\$325
50-99	\$225	\$375



+Security Deposit \$150
(applies to each permit)

Park Amenities (shared with the general public):

- Street Parking

- STRICTLY PROHIBITED -
Gum, Silly String, Confetti, Paint, Chalk, Glitter, and Water Balloons

Description

Acreage: .5
May need to bring lawn chairs



Hyper link to permit
www. _____

Rental Type: Indoor/outdoor Pavilion

Pleasant View Park Indoor/Outdoor Pavilion

4620 W. Evergreen St.
Franklin, WI 53132



MAX CAPACITY
50

MAX RENTAL
7 HRS

AVAILABILITY



■ = Winter ■ = Summer
Year Round Rental

**TIMES: RENTALS AVAILABLE BETWEEN
11 am-8 pm**

- Air Condition
- Heating Pavilion has warmers for the winter months 20⁺ days
- No Ceiling Fan
- Dog Stations (plastic bags & trash can) available. Dogs must be leashed

WHAT YOU GET

- Permit entitles you to the following items:
- Indoor/outdoor pavilion – garage doors open on three sides. Pavilion has warmers for the winter months 20⁺ days
 - Picnic Tables: Inside 5 (8') & 1 (ADA) Patio 2 (8')
 - Kitchenette - range, refrigerator, sink
 - Electricity)
 - Water
 - Access to Restrooms

- Handicap Accessible
- Parking Lot
- Electric
- No Wi-Fi
- Restrooms
- Water
- BYO Food & Beverages
- Water Drinking Fountain available

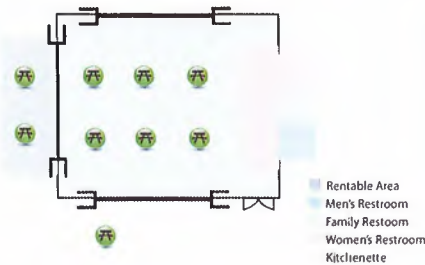
There are no grills available. You may bring a gas grill for food preparation; however, no charcoal grills allowed.

Park Amenities (shared with the general public):

- Play Structure
- Tennis Courts*
- Restrooms
- Pickleball Courts*
- Benches
- Picnic Tables
- Sand Volleyball Court*
- Natural Area / Trail

(*) Rentals available (see pg. 13)

**STANDARD SETUP
PAVILION SIZE: ??**



Picnic tables seat approx. 6-8



- STRICTLY PROHIBITED -
Gum, Silly String, Confetti, Paint, Chalk, Glitter, and Water Balloons

Description

Offers outdoor recreation
Acreage: 23.8

Adjacent to: Victory Creek Park
Featuring a passive prairie and wetlands nature preserve. 1.75 miles paved walking trail.
Acreage: 84.6

RENTAL FEES

	Group Size	Resident	Non-resident
Summer	1-50	\$225	\$375
Winter	1-50	\$325	\$500

+Security Deposit \$200
(applies to each permit)
Deposit Required

- INDOOR PAVILION -
Pick up KEY from the Franklin City Hall City Clerk's Office, 9229 West Loomis Road, Monday-Friday, 8:30 am-5:00 pm, no more than 4 business days prior to your reservation day.
RETURN key to Franklin City Hall City Clerk's Office within 24 hours of event.

Hyper link to permit [www.](#)

Rental Type: Pavilion

Vernon E. Barg Park
(Formerly Lions Legend Park II)
Open Air Pavilion

8717 W. Drexel Ave. • Franklin, WI 53132



MAX CAPACITY
149

MAX RENTAL
7HRS

AVAILABILITY



■ = Unavailable ■ = Available

Not available one week prior & one week after July 4

TIMES: RENTALS AVAILABLE BETWEEN
11 am-8 pm

WHAT YOU GET

Permit entitles you to the following items:

- Open air pavilion with enclosed serving area
 - Electricity
 - 14 picnic tables within the pavilion
 - Water
 - Access to Indoor Restrooms
 - Barbecue pit (*shared*)
- You may bring a gas grill for food preparation; however, no charcoal grills allowed.

Park Amenities (shared with the general public):

- Play Structure
- Volleyball Court*
- Ball Diamond*
- Trails/ Natural area
- Parking Lot
- Tennis Courts*
- Pickle Ball Courts*
- Soccer Field
- Indoor Restrooms
- Benches

(*) Rentals available (see pg. 13)

- STRICTLY PROHIBITED -
Gum, Silly String, Confetti, Paint, Chalk, Glitter, and Water Balloons

Description

Acreage: 21

- 1.75 miles paved bike and hiking trail with benches.



Handicap Accessible



Parking Lot



Electric



No Wi-Fi



Restrooms



Water



BYO Food & Beverages



Dog Stations
(plastic bags & trash can) available.
Dogs must be leashed

STANDARD SETUP



Open Air Pavilion
Men's Restroom
Women's Restroom
Kitchenette

Each picnic table seats approx. 6-8



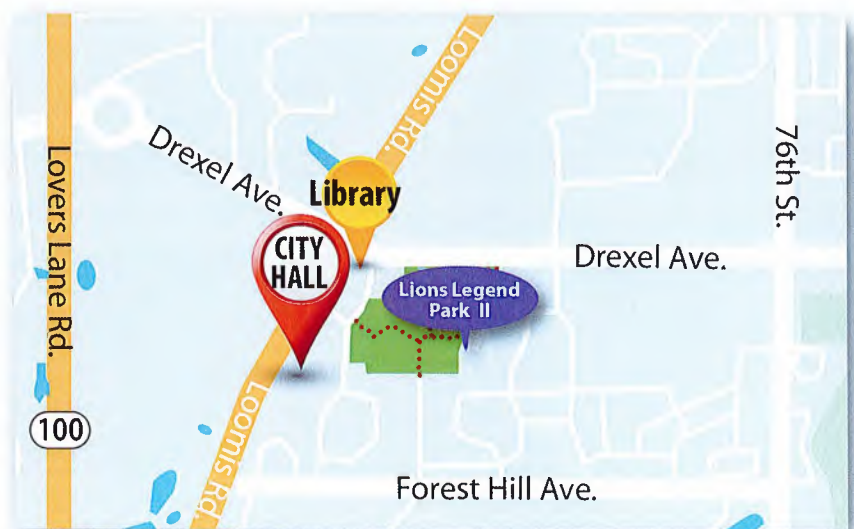
RENTAL FEES

Group Size:	Resident	Non-resident
1-49	\$225	\$375
50-99	\$275	\$425
100-149	\$300	\$475



+Security Deposit \$150
(applies to each permit)

Deposit Required



Hyper link to permit
www. _____



Rental fees in full is required to confirm bookings.
 Acceptable payments - most all major credit cards* / check / cash. (*) *Credit card service charge 2.95%*
 Visit www.franklinwi.gov park permits for more information.

Baseball Fields

Baseball field reservations are available from **April 1 until July 31** of each year.

- **Lions Legend Park**, 8050 S. Legend Dr
- **Vernon E. Barg Park**, 8717 W. Drexel Ave
- **Christine Rathke Memorial Park**, 7700 S. 68th St
- **Pleasant View Park**, 4620 W. Evergreen St
- **Jack E. Workman Park**, 3674 W. Forest Home Ave

Reservations are open to Franklin Teams Only.

Reservations will (*only*) be accepted **in-person** at the clerks office located in Franklin City Hall, 9229 W. Loomis Rd., Franklin, WI 53132 on every **Monday** between 8:30 am-5:00 pm for the following week's practices.

No telephone or mail-in applications.

Reservation Times

Weeknight 5:00-6:30 pm / 6:30-8:00 pm

Weekend 9:00 am -8:00 pm

(Maximum 2 hour weekend practice session)

NO TEAM MAY RESERVE FIELD TIME ON MORE THAN TWO DAYS/WEEK



Hyper link to permit [www._____](#)

Tennis & Pickleball Courts

Courts will be available to rent when not scheduled for Open Play or other Franklin (School District) Community Education & Recreation Department programs.

Ken Windl Park 11615 W. Rawson Ave.	2 Pickleball Courts ___ Tennis Courts
Lions Legend Park 8050 S. Legend Dr.	12 Pickleball Courts
Vernon E. Barg Park (Formerly Lions Legend Park II) 8717 W. Drexel Ave.	4 Pickleball Courts 1 Tennis Court
Pleasant View Park 4620 W. Evergreen St.	4 Pickleball Courts 2 Tennis Courts
Jack Workman Park 4620 W. Evergreen St.	1 Tennis Courts

(No outdoor lights)

Reservation Procedure

The City of Franklin will manage ALL reservations for the City of Franklin pickleball and tennis courts.

Reservations will be open the first business day in April. Courts may be reserved from the first Monday in April until the last Sunday in October.

In-person (*only*) at the City of Franklin Clerks office
 9229 W. Loomis Rd., Franklin, WI 53132
 Monday-Friday 9:00 am-4:00 pm

Requests must be made at least 48 hours prior to reservation date, EXCEPT weekend reservation must be made by Thursday. Reservations for the weekend will not be accepted on Fridays. Payment is due at time of reservation.



Hyper link to permit [www._____](#)

Lions Legend Park Band Shell

Lions Legend Park, 8050 S. Legend Dr

Reservations will be accepted in-person (*only*) at the clerks office located in Franklin City Hall, 9229 W. Loomis Rd., Franklin, WI 53132.
 Monday-Friday between 8:30 am-5:00 pm

Lions Legend Park Franklin Historical Society Buildings

- **St. Peters Chapel**
(Available for weddings (414) 421-6539)
- **Delikat Smokehouse**
- **Franklin Town Hall**
- **Sheehan-Godsell Cabin**
- **Ludwig Outhouse**
- **Franklin Barn Museum**

For more information on tours visit Franklin Historical Society Facebook or website
<http://franklinhistory.net/>

Send message via email — luckeyjim@yahoo.com

Typically replies within a day

Community Organization · Nonprofit Organization · Monument



QUESTIONS??

Call the Franklin City Clerk's Office 414-425-7500
Monday-Friday 8:30 am-5:00 pm,
for additional information.

- Day of Rental Tips -

- REVIEW GUIDELINES -

Please refer to Permit Rules and Regulations Agreement for a complete list of rules, regulations, and policies prior to arrival.

**Bring approved rental permit to site on day of as a reference.
Display in Shadow box.**

- UPON ARRIVAL -

Inspect facilities upon arrival. If you experience any problems/damage, please inform the site supervisor immediately!

- SCHEDULED TIMES -

Decorating, setup and cleaning must be completed within the time indicated on your permit.

- END OF EVENT CHECKLIST -

We recommend renters use these instructions to keep our facilities neat and clean. Park staff will implement these guidelines and Security Deposit may be withheld based on non-compliance or for any damages.

- All cleaning supplies and trash bags must be provided by renter.
- Tables/chairs wiped down, no stains or sticky surfaces, returned to original location and/or put away if applicable. Please do not drag the tables or chairs.
- Kitchenette area: Remove all food and beverages. Wipe down counter tops, sinks, and appliances.
- Make sure oven/stove is turned off.
- Sweep floors and clean spills.
- Clean and tidy bathrooms (*pick-up debris and empty garbage*).
- Any materials or equipment belonging to the renter must be removed from the facility and grounds at the conclusion of rental.
- Turn off all lights and fans.
- Please double check to ensure ALL exterior doors are locked.

The renter is responsible for leaving the area in and around the facility in a condition as good as, or better than, originally found.

Security Deposit Refunds

Will be submitted for processing within 30 business days after the event, presuming there are no damages or violations. Refunds are made to the original form of payment. If deposit is paid with cash, a check will be mailed. Checks are mailed to the address as listed on the permit holder's account.



Sorry... There is no
such thing as a

TRASH FAIRY!

It's up to **YOU** to keep our
parks and trails clean.



Please enjoy and respect the park/trails and remove what you bring in.

\$500 FINE FOR LITTERING

Litter and other waste must be deposited
in proper City garbage receptacles.


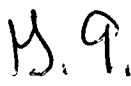
Failure to comply will result in a fine, imprisonment or both per city ordinances.
Dumping of any waste matter, of any kind, is prohibited in any City park or public property.

Trash is not going to magically disappear...

Please report vandalism/emergencies to the
City of Franklin Police Department (414) 425-2522



- PARK HOURS ARE FROM DAWN TO DUSK -

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/16/2024
REPORTS & RECOMMENDATIONS	A Resolution Authorizing the City to Execute an Updated Scope of Work and Budget Augment Contract to the Existing Agreement that Allows for Houseal Lavigne Associates LLC to Perform the Unified Development Ordinance Rewrite Project	ITEM NUMBER 

BACKGROUND

The Unified Development Ordinance (UDO) is being revised and updated as recommended by the local comprehensive plan: “Based upon the number of potential zoning, land division, and design related changes identified in the City of Franklin 2025 Comprehensive Master Plan, it is herein recommended that the City undertake an update of the Unified Development Ordinance as soon as practical” (Land Use chapter, page 85).

The Unified Development Ordinance (UDO) rewrite is being developed by the Department of City Development, with assistance from Houseal Lavigne Associates, LLC and Birchline Planning, LLC. The Common Council authorized a professional agreement for this project in June 2021.

The UDO rewrite project is currently at step four out of six: (1) Project Kick Off; (2) Public Engagement, (3) Current UDO Diagnosis and Preliminary Recommendations, (4) Draft UDO Sections and Review Meetings, (5) Draft and Final UDO and (6) Adoption and Implementation.

SCOPE OF WORK AND BUDGET AUGMENT

Changes in the city’s Planning Manager position and staffing issues have impacted the project progress, especially the zoning map update (see memorandum dated October 13, 2023). On November 13, the consultant sent a memorandum to city staff outlining additional services recommended to complete the project. City staff presented this memo before the Common Council on December 5; the Common Council tabled this item and directed staff to provide a recommendation. Based on a discussion with the Director of Administration Hersh and planners Martínez and Ecks, the staff recommends selecting the services indicated in the table next page as option C.

UPDATE TO NOISE REGULATIONS

Per feedback received from Ald. Holpfer, planner Martínez, met with the consultant on December 19 to discuss the Rock Sports Complex sound study's current noise regulations and recommendations (draft); the consultant added services to update the city’s noise regulations (see memorandum dated December 21). New noise regulations may not apply to previously approved Planned Development Districts.

FISCAL NOTE

The original Agreement included a total not-to-exceed budget of \$174,255. This funding came from the following sources: Planning Capital Outlay budget line of \$150,000 for this project, along with \$17,065 from the CORP update budgeted for 2021 but was not able to be used and requested in the 2022 Budget, and \$7,190 from the available contingency line in the Capital Outlay Fund.

The remaining balance for this project is \$48,365.79 (GL number 41-0621-5843, as of January 4, 2024). Note that the services outlined in the attached memorandum are in addition to the original scope of work, therefore, all three options in the next table require a budget augment.

	unit cost	qty*	cost
1. Zoning Map - Continue as Proposed.			
1a. Draft UDO and Zoning Map Major Changes StoryMap	\$ 5,825	1	\$ 5,825
1d "Pop-Up" Engagement and Immersive Outreach	\$ 1,000	1	\$ 1,000
1e. Draft UDO Major Changes Focus Group(s)	\$ 4,650	1	\$ 4,650
2. City Council and Task Force - Consultant to Facilitate Meetings.			
2.1. City Staff Working Session	\$ 1,500	6	\$ 9,000
2.3 Task Force Meeting	\$ 4,650	4	\$ 18,600
OPTION A (Services 1 & 2)			\$ 39,075
3. Natural Resource Protection Standards and Mitigation Guide.			
3.1 Preparation of Mitigation Guide (not part of original scope)	\$ 5,000	1	\$ 5,000
3.2. City Staff Working Sessions	\$ 1,500	3	\$ 4,500
3.3 Task Force Meeting	\$ 3,650	2	\$ 7,300
OPTION B (Services 1, 2 & 3)			\$ 55,875
4. Updating noise regulations (not part of original scope)			
Initial Draft Noise Ordinance	\$ 2,000	1	\$ 2,000
City Staff Working Session	\$ 1,000	2	\$ 2,000
Revised Draft Noise Ordinance	\$ 1,000	1	\$ 1,000
Task Force Meeting**	\$ 3,000	1	\$ 3,000
Final Draft Noise Ordinance	\$ 1,000	1	\$ 1,000
OPTION C (All services in this table).			\$ 64,875

(*) Quantity recommended by City Development staff

(**) This Task Force meeting is only to discuss updates to noise regulations, if removed from the budget augment, noise regulations could be addressed in the Task Force meetings listed as 2.3

City Development staff recommends option C for the following reasons: (1) additional community outreach will help to build community support for the zoning map as proposed; (2) with the Planning Manager position currently vacant, it's preferred that the consultant facilitates common council and task force meetings; (3) the current UDO doesn't have clear mitigation standards for impacts to natural resources; (4) the update to the noise regulations may help to reduce future noise nuisances.

Attachments:

- Memorandum from Houseal Lavigne dated December 21, 2023. This memo includes the services offered in the November 13 memorandum, plus the proposal to update the city's noise regulations.
- Example of outreach collateral packages prepared by the consultant (board, flyers).
- Example of StoryMap prepared by the consultant, fragment. (Full version available upon request, email planner Martínez at RMartinez-Montulva@franklinwi.gov)
- Memorandum from Houseal Lavigne dated October 13, 2023.
- Updated project schedule including the services listed in the table above.
- Original agreement presented to the Common Council in June 2021.

RECOMMENDED MOTION

A motion to adopt Resolution 2024-_____, authorizing the City to Execute an Updated Scope of Work and Budget Augment Contract to the Existing Agreement that Allows for Houseal Lavigne Associates LLC to Perform the Unified Development Ordinance Rewrite Project and to authorize the City staff to accept options A, B, or C or any combination of their corresponding subsections or to instruct staff to bring this item back to a future council meeting along with the consultants to provide any needed clarification of the updated Scope of Work and Budget Augment.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

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

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

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

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin on the _____ day of _____ 2024 by the Director of Administration.

RESOLUTION NO. 2024-_____
Page 2

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



MEMORANDUM

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

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

hplanning.com
info@hplanning.com

Date: December 21, 2023

SENT VIA EMAIL

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

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

Birchline Planning
Juli Beth Hinds, AICP, Principal

Re: Franklin, WI Unified Development Ordinance

Houseal Lavigne and Birchline Planning (Project Team) are sending this memo to present a scope of work and budget augment for the Franklin Unified Development Ordinance (UDO) project. This memo is written based on the feedback received by City staff on the Project Team's October 13, 2023, memo, as discussed on October 23, 2023 as well as based on the discussion with Franklin staff on December 19, 2023 regarding the noise ordinance. The additional meetings and project tasks proposed reflect the following:

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

1. Zoning Map – Continue as Proposed

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

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

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

PLANNING

DESIGN

DEVELOPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Natural Resource Protection Standards and Mitigation Guide

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

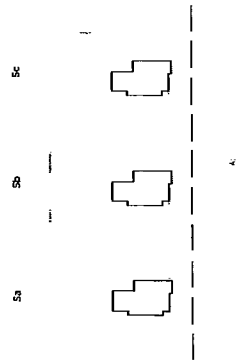
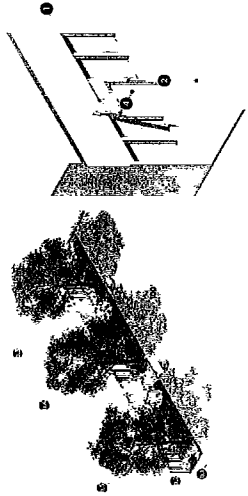
- 1 **Preparation of Mitigation Guide (including the development, layout, and refinement of the guide)** \$5,000
- 2 **City Staff Working Sessions (including meeting and integration of feedback)** \$1,500 per working session, 3 additional working sessions anticipated as necessary
- 3 **Natural Resource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

4. Noise Ordinance

The City of Franklin has requested that Houseal Lavigne assist in updating and consolidating the noise standards that currently exist in Chapter 183 of the Municipal Code as well as in Division 15-3 1100 of the UDO based on the final results of the Rock Sports Complex Sound Study (currently in draft form) and the notes Franklin staff shared on December 19, 2023. To complete the noise ordinance update, the following steps are proposed:

- 1 **Initial Draft Noise Ordinance** Houseal Lavigne will develop the initial draft noise ordinance for City staff review
 - a \$2,000 for the development of the initial draft noise ordinance
- 2 **City Staff Working Session (including meeting and integration of feedback)** Houseal Lavigne will virtually meet with City staff to review and refine the initial draft noise ordinance
 - a \$1,000 per working session, 1-2 additional working sessions anticipated as necessary
- 3 **Revised Draft Noise Ordinance** Houseal Lavigne will revise the initial draft noise ordinance based on the feedback received from City staff and send a revised draft noise ordinance to the City to be distributed to the City Council and Task Force
 - a \$1,000 for the development of the revised draft noise ordinance
- 4 **Task Force Meeting (including prep call with staff, presentation development, meeting, and integration of feedback)** Houseal Lavigne will facilitate a meeting with Task Force dedicated to reviewing, discussing, and refining the revised draft noise ordinance
 - a \$3,000 per meeting, 1-2 additional meetings anticipated as necessary
- 5 **Final Draft Noise Ordinance** Houseal Lavigne will update the revised draft noise ordinance based on the feedback received by the Task Force and incorporate the final draft noise ordinance into the draft UDO or send the final document to Franklin for City staff to guide through the Municipal Code amendment process
 - a \$1,000 for the development of the final draft noise ordinance

VERONA ZONING & SIGN CODE REWRITE



Process and Approach

The Zoning and Sign Ordinance rewrite process began in 2019 with a kickoff meeting with those who know the code the best and are responsible for administering it. City staff and elected and appointed officials.

Step 1: After the kickoff meeting, the community was engaged through a series of outreach events. Two workshops were facilitated, including one that was focused on residential areas and another on commercial and industrial areas. A sign ordinance focus group was also hosted.

Step 2: Then, the diagnostic report was developed. This document established the infrastructure of the new document, identified the areas of focus for the rewrite, and established the general project approach as detailed below.

Step 3: Next, the new ordinances were drafted, including the standards that establish zoning districts, the standards that regulate top-of-the-line parking, landscaping, and signs, and the standards that set up the process by which the code is administered and enforced.

Step 4: Now that the new ordinances have been drafted, we are in the process of gathering public input on the proposed changes. The community now has an opportunity to voice any questions or concerns with the update before it goes before the Planning Commission for a public hearing and before the Common Council for adoption.

Frequently Asked Questions

What is a Zoning Ordinance?

A Zoning Ordinance is a tool used to enforce planning decisions that can regulate the look and feel of an area, promote or restrict certain uses, control the density of households in an area, and promote public health, safety, and welfare.

What is a Sign Ordinance?

A sign ordinance is a tool that regulates the type, size, and location of signs throughout the City.

Why do we need to update our current Zoning and Sign Ordinances?

The Zoning and Sign Ordinances have not been comprehensive since 1995. Many changes have occurred in the past 23 years, making it necessary for ordinances to change. The Zoning Ordinance contains standards that are outdated, difficult to administer, and is not user-friendly. The current Ordinance does not address many modern standards such as mixed-use development and sustainability.

What will the Zoning and Sign Ordinances do?

The Zoning and Sign Ordinances will provide a user-friendly, easy-to-read document that can be understood and interpreted by all users, including residents, staff, developers, and elected and appointed officials. The ordinances will integrate graphics, illustrations, and tables to clarify regulations and standards, allowing regulations to be applied and enforced fairly and consistently. When finished, the ordinances will help streamline the development review process, encouraging development, redevelopment, and innovative approaches to land use regulation.

What won't the Zoning and Sign Ordinances do?

It is impossible for the Zoning and Sign Ordinances to accommodate every situation. It will not prevent all non-conformities nor eliminate the need for zoning relief. The general rule is that the ordinances will seek to regulate the norm, not the exception.

What happens to nonconforming properties?

The intent of rewriting the ordinances is to eliminate inconsistent and nonconforming properties whenever possible. Those lots and properties will become conforming if the minimum lot sizes are reduced as proposed. Other properties previously approved under Planned Unit Developments that do not comply with the underlying lot area requirements will be allowed to continue to exist but if destroyed or substantially rehabilitated would be required to conform with the ordinance.

Will there be changes to the zoning map?

Yes, adopting the new ordinance will consolidate existing districts and eliminate others. A zoning map amendment is necessary to reflect these changes on the ground. Additional information about the proposed zoning map changes is included in the Significant Changes section of this brochure.



VERONA - WI
CONSULTANTS

VERONA WI

COMMUNITY FEEDBACK

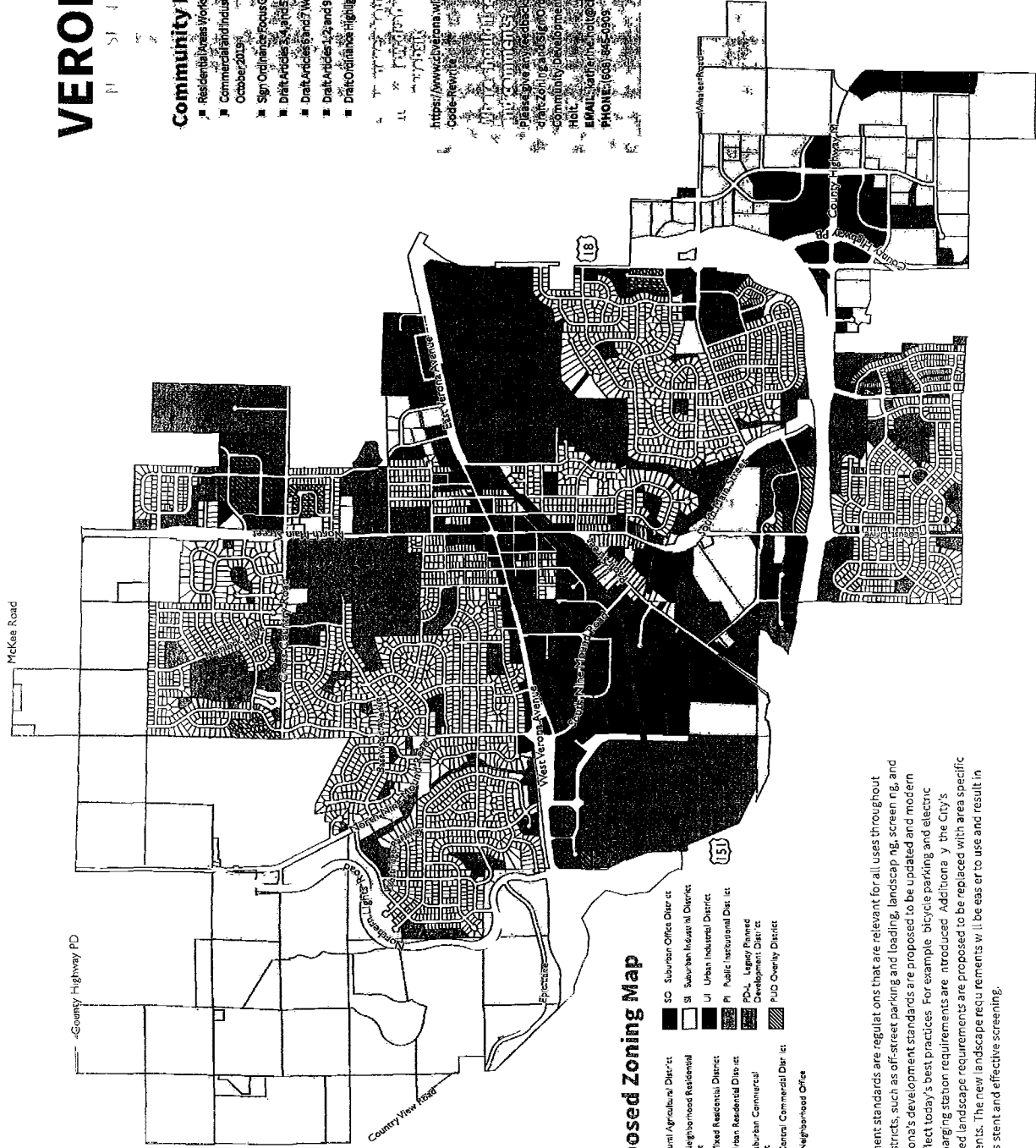
Community Feedback

- Residential Areas Workshop: October 2019
- Commercial and Industrial Areas Workshop: October 2019
- Sign Online Focus Group: February 2020
- Draft Article 22: April 5 Workshop: June 2020
- Draft Article 22: April 5 Workshop: October 2020
- Draft Article 22 and 9 Workshop: December 2020
- Draft Ordinance Highlights Workshop: March 2021

<https://www.veronawisconsin.gov/661/Zoning-Sign-Codes-Review>

Please give us your feedback on the proposed zoning changes. You might have an idea on how to improve the community's appearance, special districts, or other issues. We want to hear from you!

EMAIL: planning@veronawisconsin.gov
PHONE: 608.546.5300



Proposed Zoning Map

- RA Rural Agricultural District
- NR Neighborhood Residential District
- MR Mixed Residential District
- UR Urban Residential District
- SC Suburban Commercial District
- CC Central Commercial District
- NO Neighborhood Office District
- SO Suburban Office District
- SI Suburban Industrial District
- UI Urban Industrial District
- PI Public Institutional District
- PD-L Legacy Planned Development District
- PO Overlay District

Significant Changes

The City currently has several zoning districts that are not well distinguished from one another. This has led to issues of land use incompatibility and presents challenges to develop corridors with a sense of place. To address this, the City's zoning districts have been examined and repositioned to better accommodate development that currently exists and development that is identified as desirable.

Although several changes to the City's zoning districts have been proposed, not all will impact the zoning map. For example, the City's Planned Development District is proposed to be transitioned into a legacy district, where no additional parcels could be rezoned into. Instead, planned developments are proposed to be visualized on the zoning map as an overlay district so that parcels retain their base district classification. The proposed rezoning impacts the City's residential and commercial areas as well as the Downtown and Commercial following map and text below. In total, 360 parcels or less than 7 percent of parcels in the City are proposed to be rezoned.

- The CR Community Residential District is proposed to be consolidated with the NR Neighborhood Residential District since the type and pattern of development in these districts is indistinguishable.
- The CC Central Commercial District is proposed to be expanded to include all of the parcels identified as being in the Downtown in the 2014 Downtown Mobility and Development Plan. The enhanced CC District is proposed to replace the Downtown Design and Use Overlay District.
- The NC Neighborhood Commercial District and UC Urban Commercial District are proposed to be consolidated with the SC Suburban Commercial District since they regulate the City's major commercial corridors. Additional standards are proposed for development fronting Verona Avenue to ensure that buildings are sited and designed to enhance the pedestrian environment.

Development standards are regulations that are relevant for all uses throughout zoning districts, such as off-street parking and loading, landscaping, screening, and more. Verona's development standards are proposed to be updated and modernized to reflect today's best practices. For example, bicycle parking and electric vehicle charging station requirements are introduced. Additionally, the City's point-based landscape requirements are proposed to be replaced with area-specific requirements. The new landscape requirements will be easier to use and result in more consistent and effective screening.



DRAFT UDO FOR REVIEW



WE NEED YOUR INPUT!

Yorkville is at the final stages of updating its Unified Development Ordinance (UDO) and the full draft is available for review and comment. The new UDO will regulate development in Yorkville - making your input essential to ensuring future subdivisions, commercial areas, and more meet the needs and preferences of the community.



REVIEW ONLINE

Use the QR code above to review the full UDO online and provide your feedback via an online comment portal.



ATTEND THE PUBLIC OPEN HOUSE

Drop in to the City Council Chambers anytime between 5 and 7 in the evening of August 31st to learn more about the major proposed changes to the City's development regulations, ask City staff and the consultant questions, and provide your feedback in-person.

WHERE: City Hall Council Chambers

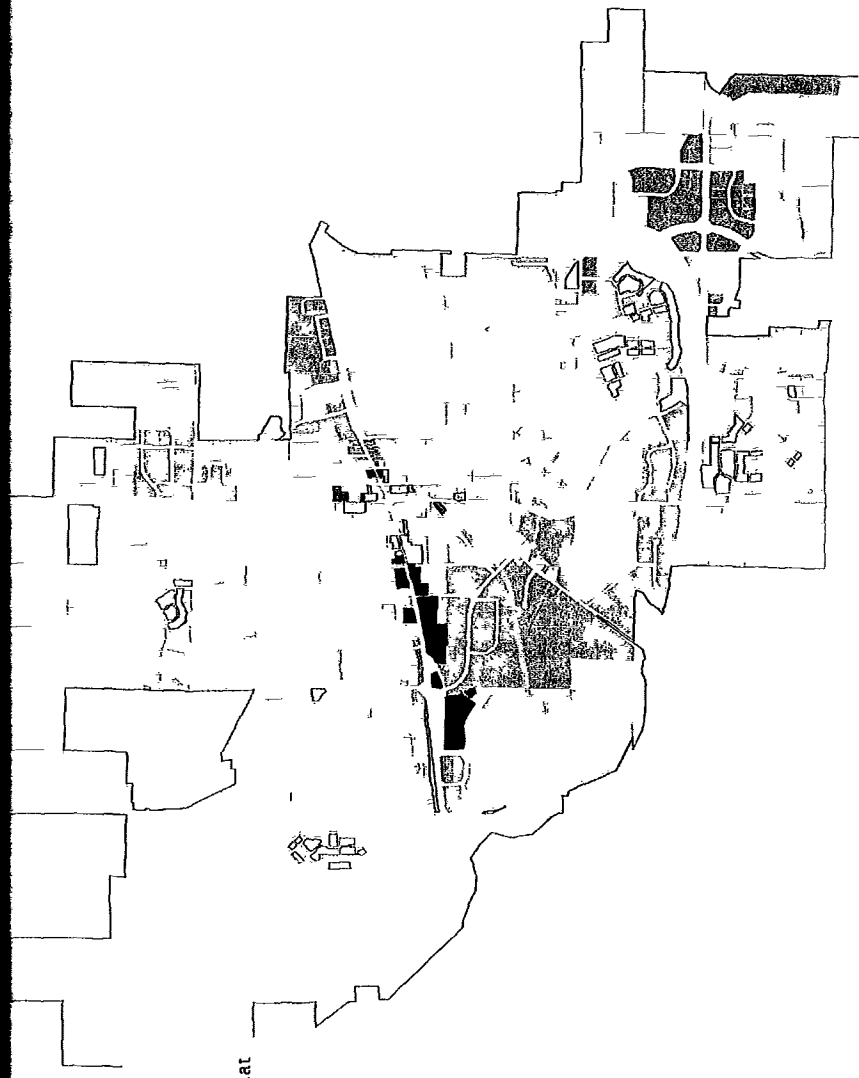
651 Prairie Pointe Drive

Yorkville, IL 60560

WHEN: August 31, 2023 | 5pm - 7pm

Parcels Proposed To Be Rezoned

This map shows the parcels in Verona that are proposed to be rezoned





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

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

hplanning.com
info@hplanning.com

MEMORANDUM

Date: October 13, 2023

SENT VIA EMAIL

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

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

Birchline Planning
Juli Beth Hinds, AICP, Principal

Re: Franklin, WI Unified Development Ordinance

Houseal Lavigne and Birchline Planning (Project Team) are sending this memo to provide a status update for the Franklin Unified Development Ordinance (UDO) project. The intent of this Memo is to outline a plan for working with City staff to move forward with the remaining steps of the project. We recommend setting up a meeting to discuss the issues below, as detailed in the following pages:

- 1 Changes in the City's prior two points of contact for the project, which has impacted the desire and direction of updating the City's zoning map
- 2 The need for clear direction from the City Council/Task Force and impacts of the recent election

At this time, Houseal Lavigne and Birchline Planning is requesting a meeting with the City to discuss, and draft a plan for the following:

- 1 Revisions for the zoning map, as detailed in the *Changes in the City's prior two points of contact for the project* section of this memo
- 2 Effectively engaging the City's Task Force, as detailed in the *Need for clear direction from the City Council/Taskforce* section of this memo

1. Changes in the City's prior two points of contact for the project.

Since the commencement of the UDO update project, the City of Franklin's main point of contact has changed twice. These changes have resulted in delays to the project as well as differences in project approach and direction. The changes in point of contact have had an especially substantial impact on the proposed changes to the zoning map and related sections of the UDO. Some context and history may clarify why and how the proposed zoning map has been developed, and the review steps taken to get to this point.

At the beginning of the UDO update, Heath Eddy was the City of Franklin's point of contact for the project. Heath set the tone for the project, during Scope of Work Step 3 Current UDO Diagnosis and Preliminary Recommendations he expressed a strong interest in pursuing major updates to the City's zoning map in order to streamline districts and improve future efficiency and ease of use. Based on this direction, Houseal Lavigne assessed the City's zoning map in comparison to existing development and the outdated Future Land Use map and proposed the rezoning of 519 parcels (~4% of all parcels in Franklin) in the November 16, 2021, draft of the UDO Diagnostic and Preliminary Recommendations Memo. In Heath's November 29, 2021, UDO Diagnostic Review Comments memo, he relayed that the City was seeking further changes to its zoning map. The additional changes were discussed during a review call on November 29 and on November 30, Houseal Lavigne sent an online map to Franklin staff so that they could provide additional feedback on desired map changes. On January 7, 2022, Heath notified Houseal Lavigne that the City's input on the online map had been inserted. Then on January 17, 2022, Franklin staff and Houseal Lavigne met to confirm the requested map changes had been incorporated correctly. After the call, Houseal Lavigne revised the UDO Diagnostic and Preliminary Recommendations memo to recommend changes to the zoning district designation of 2,516 parcels (~19% of all parcels in Franklin). This January 26, 2022, version of the memo was included in the February 3, 2022, Plan Commission meeting packet and was presented to the Task Force for consideration. At the Task Force meeting, a member requested that an online map be made available for the Task Force members to comment on so that they could identify deed restricted and other constrained property which had been identified for rezoning. On February 11, 2022, Houseal Lavigne sent a link to the online map to Heath to disperse to the Task Force members. The online map was made available to the Task Force members to comment on until March 9, 2022, and one comment was received. The comment pertained to Fitzsimmons Woods, which was not included in the analysis, and therefore did not affect any results of the analysis.

With the UDO Diagnostic and Preliminary Recommendations Memo finalized with Task Force feedback, none of which impacted the recommendations to the proposed zoning map, Houseal Lavigne and Birchline Planning proceeded into Scope of Work Step 4 Draft UDO Sections and Review Meetings. Draft UDO Article 1 General Provisions, Article 2 Establishment of Districts, Article 3 Base District Specific Standards, and Article 4 Overlay District Specific Standards were sent to Heath on March 17, 2022, for staff review. Initial staff feedback was sent on June 6, 2022, and a review call was held on June 23, 2022. Then, on July 5, 2022, Houseal Lavigne was notified that Heath's last day at the City of Franklin would be July 22, 2022. The Task Force meeting to review the draft Articles was then scheduled for September 9, 2022, as earlier Plan Commission agendas were full. Houseal Lavigne delivered the revised draft Articles to Franklin staff on August 29 for inclusion in the Plan Commission meeting packet. In this version, 2,443 of Franklin's 13,215 parcels were proposed to be rezoned.

At the September 9, 2022, Task Force meeting, Task Force members expressed concern regarding the level of rezoning that was proposed, and a follow up meeting was scheduled for September 21, 2022. At this meeting, the Task Force discussed the proposed zoning map and came to consensus on the recommendation to make floodplain districts overlay districts rather than base districts. No other direction to revise the zoning map was received. To incorporate the Task Force's requested revision to the floodplain districts, impacted parcels were assigned a base zoning district designation. Other than those changes, no further revisions have been made to the August 29, 2022, version of the map. The project team then moved into drafting other Articles of the UDO and the zoning map was not discussed until Laune Miller, the new Planning Manager and point of contact for the UDO project, began with the City in May 2023.

When Laurie began with the City a number of meetings were held with her, other City staff, Houseal Lavigne, and Birchline Planning to discuss the status of the project and next steps. During the calls, she expressed concern about the level of rezoning that was being contemplated without being rooted in adequate direction from the City's Comprehensive Plan. On June 20, 2023, Laurie requested that we send the City a quote to conduct an update to Franklin's Comprehensive Plan, to be completed before the updated UDO was considered for adoption. On June 26, 2023, Houseal Lavigne and Birchline Planning sent the City a memo

presenting three proposed approaches to the Comprehensive Plan update for Franklin to consider. On June 27, 2023, Laurie responded to let us know that she would begin the process of securing the funds for one of these options. That represented the last point of direction, and we do not recommend moving ahead until the preferred approach is confirmed.

Prior to moving forward with the project, clear direction from the City regarding the preferred next steps for the zoning map is needed. Next step options include:

- A **Continue as Proposed** Should the City choose to move forward with the zoning map as proposed, Houseal Lavigne recommends the City consider augmenting the UDO update scope of work and budget to include more robust community outreach before adoption. This will help to build community support for the proposed changes and minimize pushback from residents and property owners – which we believe is entirely possible, since the changes would have minimal impacts and would streamline the zoning permit application process for property owners.
- B **Update the Comprehensive Plan** Should the City choose to update its Comprehensive Plan prior to the finalization and adoption of the proposed zoning map and UDO, Houseal Lavigne would recommend amending our existing UDO update project contract to include the preferred update option presented in the June 26, 2023, memo (attached).
- C **Revisit the Proposed Zoning Map** Should the City choose to revisit the proposed changes to the zoning map, a scope of work and budget augment would be needed to accommodate additional meetings, review calls, and hours for the development, review, and refinement of the revisited proposed zoning map.

2. Need for clear direction from the City Council/Taskforce.

The UDO Update project depends on the Task Force to, as a part of their scoped meetings, review, discuss, and provide direction on how draft Articles should be refined to better reflect the preferences and desires of the City. During past Task Force meetings, members have been reluctant to provide direction and have instead directed City staff and the consultant team to circle back on several topics later in the process. Stated another way, there have been many comments to “revisit” different provisions of the draft, but there has not been substantive direction or indication of a desired outcome.

Although the contracted scope of work does anticipate revisiting select topics for final discussion and refinement as a part of Scope of Work Step 5d, the number and complexity of the topics that we have been instructed to “revisit” without clear direction is a concern. Additionally, there has been major turnover in the members of the Task Force, thus the minimal direction that was received previously is also in question. Prior to moving forward with the project, clear direction from the City regarding the preferred next steps for the Task Force is needed. Next step options include:

- A **Consultant to Facilitate Additional Meetings** Should the City choose to move forward with this option, a scope of work and budget augment would be required to accommodate the additional meetings. Additional discussion with City staff is needed to determine the type and number of additional meetings that would be appropriate.
- B **City Staff to Facilitate Additional Meetings** Should the City choose to move forward with this option, Houseal Lavigne would meet with the Franklin team to develop a Task Force meeting plan, determine the topic areas and specific items where Task Force direction is needed, and develop a specific communications approach to make it clear to Task Force members where and on what topics decisions are needed. City staff (or a facilitator of the City’s choosing) would then be responsible for developing meeting agendas, facilitating meetings, summarizing the feedback received, and providing clear direction on needed draft UDO revisions. This option would not require a scope of work or budget augment.



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MEMORANDUM

Date: June 26, 2023

To: City of Franklin
Laure Miller, Planning Manager

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

Birchline Planning
Juli Beth Hinds, Principal

SENT VIA EMAIL

**Re: Franklin, WI Comprehensive Plan Update/Rewrite
Scope and Budget Options**

As requested by Franklin staff, Houseal Lavigne has developed a range of comprehensive plan update/rewrite scopes of work and related budgets for the City to consider. The various approaches range in both level of effort, time, and cost.

Approach 1: Land Use Plan & Natural Resources Plan Update

Approach 1 Land Use Plan & Natural Resources Plan Update is the leanest of the proposed approaches and would include targeted updates to the land use plan and natural resources plan elements of the City's existing Comprehensive Plan. This approach would also include the development of a Natural Resources Protection Manual to guide applicants through the City's natural resource protection zoning standards. The scope of work for this approach would generally include:

- **Step 1: Kick Off**
 - Staff Kick Off Meeting
 - Elected/Appointed Officials Roundtable
 - Base Mapping & Review of Current Plan
 - Staff Review & Discussion
 - Community-Wide Visioning Workshop
- **Step 2: Preliminary Land Use and Natural Resources Plans**
 - Preliminary Land Use Plan
 - Preliminary Natural Resources Plan
 - Staff Review & Discussion
- **Step 3: Final Plans & Adoption**
 - Revised Draft Land Use Plan
 - Revised Draft Natural Resources Plan
 - Staff Review & Discussion
 - Planning Commission Public Hearing
 - City Council Adoption
 - Zoning Map Alignment
- **Step 4: Natural Resources Protection Manual**
 - Draft Natural Resources Protection Manual
 - Staff Review & Discussion
 - Final Natural Resources Protection Manual

PLANNING

DESIGN

DEVELOPMENT

Timeline

Approximately six months would be needed to complete steps 1-3 of the Approach 1 scope of work. An additional 1-2 months would be needed for step 4. Please note, step 4 would occur after or concurrently with the adoption of the UDO.

Anticipated Budget

The anticipated not to exceed project budget for Approach 1 is \$65,000 including all professional fees and direct expenses.

Approach 2: Comprehensive Plan Rewrite

Approach 2: Comprehensive Plan Rewrite would include a complete rewrite of the City's Comprehensive Plan. This approach would also include the development of a Natural Resources Protection Manual to guide applicants through the City's natural resource protection zoning standards. The scope of work for this approach would generally include:

- **Step 1: Kick Off**
 - Staff Kick Off Meeting
 - Department Heads Meeting
 - Elected/Appointed Officials Roundtable
- **Step 2: Community Engagement & Existing Conditions Analysis**
 - Project Website
 - Online Community Questionnaire
 - map social
 - Key Stakeholder Interviews and Focus Group Discussions
 - Business Community Workshop
 - Community-Wide Visioning Workshop
 - Engagement Key Themes Summary and Existing Conditions Memo
 - Relevant Past Plans, Studies & Reports
 - Demographic & Market Profile
 - Existing Land Use & Development
 - Transportation
 - Community Facilities & Services (includes parks and open space)
 - Natural Resources
 - Staff Review & Discussion
- **Step 3: Plan Visioning & Key Recommendations**
 - Vision Statement & Goals
 - Key Recommendations Memo
 - Staff Review & Discussion
 - Elected/Appointed Officials Roundtable
- **Step 4: Comprehensive Plan Elements**
 - Draft Comprehensive Plan Elements
 - Land Use & Development
 - Housing & Neighborhoods
 - Economic Development
 - Natural Resources
 - Transportation
 - Community Facilities
 - Staff Review & Discussion
 - Elected/Appointed Officials Roundtable
- **Step 5: Draft & Final Comprehensive Plan**
 - Implementation Strategy
 - Draft Comprehensive Plan Document
 - Staff Review & Discussion

- Elected/Appointed Officials Roundtable
- Community-Wide Open House
- Final Draft Comprehensive Plan
- Staff Review & Discussion
- Planning Commission Public Hearing
- City Council Adoption
- Zoning Map Alignment
- **Step 6: Natural Resources Protection Manual**
 - Draft Natural Resources Protection Manual
 - Staff Review & Discussion
 - Final Natural Resources Protection Manual

Timeline

Approximately 12 months would be needed to complete steps 1-5 of the Approach 2 scope of work. An additional 1-2 months would be needed for step 6. Please note, step 6 would occur after or concurrently with the adoption of the UDO.

Anticipated Budget

The anticipated not to exceed project budget for Approach 1 is \$165,000 including all professional fees and direct expenses.

Approach 3: Comprehensive Plan Rewrite & Subarea Plans

Approach 2: Comprehensive Plan Rewrite & Subarea Plans involves the highest level of effort of the proposed approaches and would include a complete rewrite of the City's Comprehensive Plan as well as the development of 2-3 subarea plans. Subareas would include detailed planning, visualizations, and recommendations for key areas in the community such as 27th Street, the largely undeveloped southwest portion of the community, Saint Martin's Road, or areas of change or concern for the City. This approach would also include the development of a Natural Resources Protection Manual to guide applicants through the City's natural resource protection zoning standards. The scope of work for this approach would generally include:

- **Step 1: Kick Off**
 - Staff Kick Off Meeting
 - Department Heads Meeting
 - Elected/Appointed Officials Roundtable
- **Step 2: Community Engagement & Existing Conditions Analysis**
 - Project Website
 - Online Community Questionnaire
 - map social
 - Key Stakeholder Interviews and Focus Group Discussions
 - Business Community Workshop
 - Community-Wide Visioning Workshop
 - Engagement Key Themes Summary and Existing Conditions Memo
 - Relevant Past Plans, Studies & Reports
 - Demographic & Market Profile
 - Existing Land Use & Development
 - Transportation
 - Community Facilities & Services (includes parks and open space)
 - Natural Resources
 - Staff Review & Discussion
- **Step 3: Plan Visioning & Key Recommendations**
 - Vision Statement & Goals
 - Key Recommendations Memo
 - Staff Review & Discussion

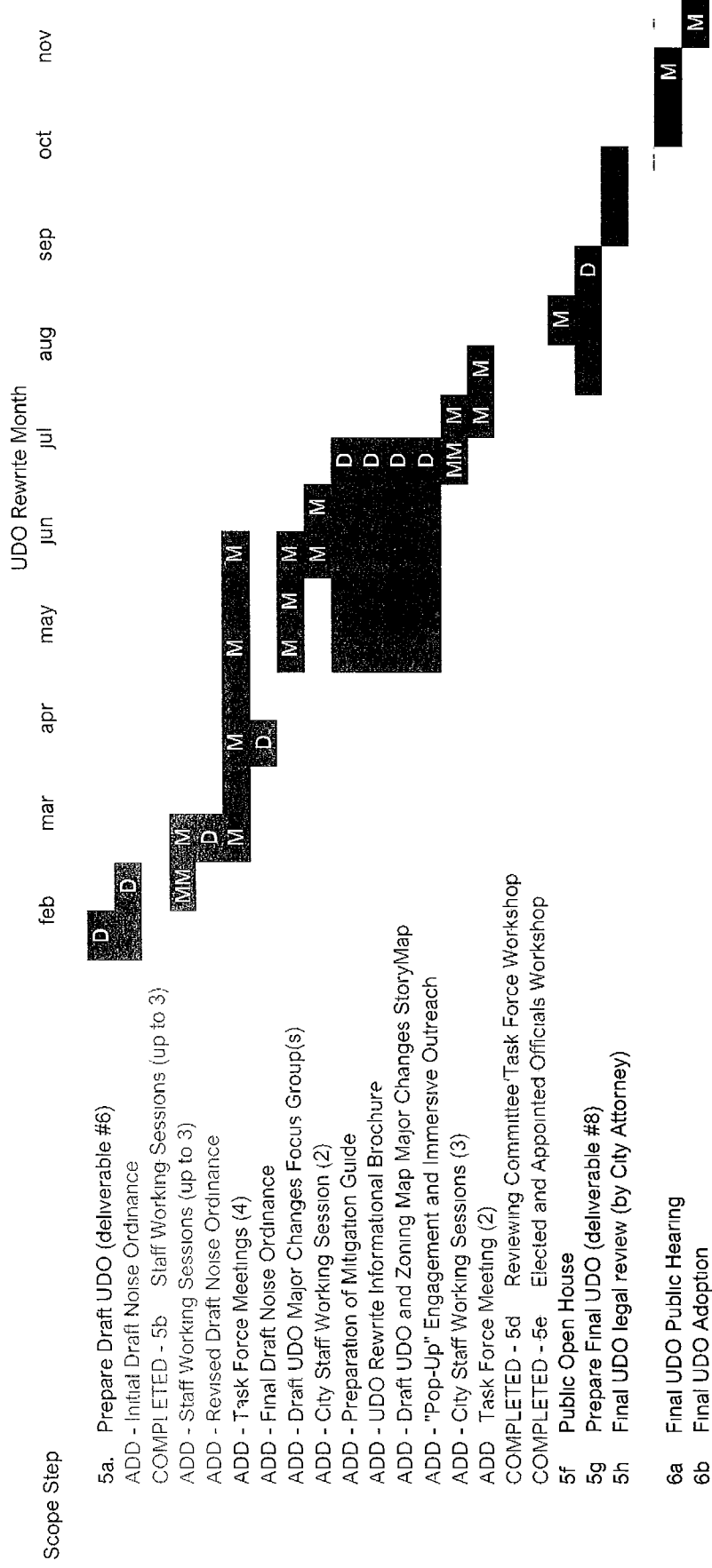
- Elected/Appointed Officials Roundtable
- **Step 4: Subarea Plans**
 - Subarea Framing – Staff Working Session
 - Preliminary Subarea Plans
 - Staff Review & Discussion
 - Elected/Appointed Officials Roundtable
 - Catalyst Site Development Concepts
- **Step 5: Comprehensive Plan Elements**
 - Draft Comprehensive Plan Elements
 - Land Use & Development
 - Housing & Neighborhoods
 - Economic Development
 - Natural Resources
 - Transportation
 - Community Facilities
 - Staff Review & Discussion
 - Elected/Appointed Officials Roundtable
- **Step 6: Draft & Final Comprehensive Plan**
 - Implementation Strategy
 - Draft Comprehensive Plan Document
 - Staff Review & Discussion
 - Elected/Appointed Officials Roundtable
 - Community-Wide Open House
 - Final Draft Comprehensive Plan
 - Staff Review & Discussion
 - Planning Commission Public Hearing
 - City Council Adoption
 - Zoning Map Alignment
- **Step 7: Natural Resources Protection Manual**
 - Draft Natural Resources Protection Manual
 - Staff Review & Discussion
 - Final Natural Resources Protection Manual

Timeline

Approximately 14 months would be needed to complete steps 1-6 of the Approach 3 scope of work. An additional 1-2 months would be needed for step 7. Please note, step 7 would occur after or concurrently with the adoption of the UDO.

Anticipated Budget

The anticipated not to exceed project budget for Approach 1 is \$210,000 including all professional fees and direct expenses.



MEETING = M
 DELIVERABLE = D

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

BACKGROUND

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

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

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

PLAN COMMISSION RECOMMENDATION

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

TERM OF CONTRACT

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

FISCAL NOTE

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

COUNCIL ACTION REQUESTED

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

AGREEMENT FOR PROFESSIONAL SERVICES

Between

The City of Franklin

And

Houseal Lavigne Associates, LLC

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

WITNESSETH

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

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

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

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

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

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

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

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

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

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

II. FEES AND PAYMENTS

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

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

III. MODIFICATION AND ADDITIONAL SERVICES

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

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

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

IV. ASSISTANCE AND CONTROL

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

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

V. TERMINATION

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

VI. INSURANCE

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

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

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

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

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

General Liability and Automobile Liability Coverages

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

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

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

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

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

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

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

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

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

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

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

- C. **Conflict of Interest.** The CONSULTANT warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONSULTANT warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a CITY review and written approval is required for the CONSULTANT to continue to perform work under this AGREEMENT. Additionally, the CONSULTANT shall not take any action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY:

CITY OF FRANKLIN, WISCONSIN

CONSULTANT:

HOUSEAL LAVIGNE ASSOCIATES, LLC

BY: _____

PRINT NAME: **Stephen R. Olson**
TITLE: Mayor

Date _____

BY: _____

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

Date: _____

BY: _____

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

Date _____

BY: _____

PRINT NAME: **Sandra L. Wesolowski**
TITLE: **City Clerk**

Date: _____

Approved as to form

Jesse A. Wesolowski, City Attorney

Date _____

ATTACHMENT A

SCOPE OF SERVICES and HOURLY RATES

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

Section 1:

CITY ASSISTANCE TO THE CONSULTANT

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

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

Section 2:

SCOPE OF SERVICES

Step 1: Project Kick Off

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

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

Step 2: Public Engagement

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

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

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

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

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

Step 3: Current UDO Diagnosis and Preliminary Recommendations

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

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

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

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

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

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

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

Step 4: Draft UDO Sections and Review Meetings

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

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

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

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

Step 5: Draft and Final UDO

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

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

Step 6: UDO Adoption

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

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

Section 3:


BUDGET & HOURLY RATES

Budget

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

Houseal Lavigne Hourly Rates

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

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 16, 2024
Reports & Recommendations	Resolution to Authorize a Contract with GRAEF-USA, INC. to Provide Storm Water Management Plan Reviews and Other On-Call Services for 2024 and 2025	ITEM NO. All Ald. Dist. B.10.

BACKGROUND

Currently, the City has professional services on-call contracts with several consulting engineers to supplement the work of Staff. One of these services involves detailed review of storm water management plans for compliance with City, Milwaukee Metropolitan Sewer District (MMSD), and Wisconsin Department of Natural Resources (DNR) standards. Depending on the complexity of the project and completeness of plans, each of these reviews can consume 8 hours to over a week's worth of effort.

Currently two consultants perform these stormwater reviews, GRAEF-USA, INC. (GRAEF) and Harwood Engineering Consultants, Ltd. (Harwood). Elsewhere on this agenda is an item for a contract with Harwood.

ANALYSIS

Both firms were asked to independently submit their proposed rates to the City. Upon receiving the rates, Engineering Staff established a reasonable blended set of rates, agreed upon by both firms.

Each firm's staff have adequately performed and are again seeking assurance of review work to maintain staffing levels. Given their expertise in these detailed reviews and continued development throughout the City, these firms have qualified personnel to provide timely and accurate reviews. It is the recommendation of Staff to authorize contracts with both firms for the 2024 and 2025 years.

OPTIONS

- A. Sign professional services on-call contract with GRAEF-USA, INC, or
- B. Refer back to Staff with further direction.

FISCAL NOTE

Storm water management plan review and other plan review services are reimbursed, as needed, by developers. Rates of compensation for these services will be common for both firms. The consultant invoices are first paid for by the City (01.0321.5216) and the developer then pays the City the invoice cost plus 5% (01.0000.4479).

RECOMMENDATION

(Option A) Motion to approve Resolution 2024-_____ a resolution to authorize a contract with GRAEF-USA, INC to provide storm water management plan reviews and other on-call services for 2024 and 2025.

Engineering: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRAEF-USA, INC. TO PROVIDE STORM WATER MANAGEMENT PLAN REVIEWS AND OTHER ON-CALL SERVICES FOR 2024 AND 2025

WHEREAS, City of Franklin utilizes consultants to supplement work of Staff; and

WHEREAS, GRAEF-USA, INC. has particular qualified staff with expertise to provide storm water management plan reviews and other related engineering work; and

WHEREAS, GRAEF-USA, INC. has adequately performed and are again seeking assurance of review work to maintain staffing levels; and

WHEREAS, given their expertise and the continued development growth in the City, GRAEF-USA, INC. provides qualified personnel to perform timely and accurate reviews.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional engineering services contract with GRAEF-USA, INC. to provide storm water management plan reviews and other on-call services for 2024 and 2025; and

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

Introduced at a regular meeting of the Common Council of the City of Franklin 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 _____

A G R E E M E N T

This AGREEMENT, made and entered into this _____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and GRAEF-USA, INC (hereinafter "CONSULTANT"), whose principal place of business is 275 West Wisconsin Avenue, Suite 300, Milwaukee, WI 53203.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONSULTANT to provide Stormwater Management, Storm Sewer, Grading, and Erosion Control Reviews;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for **Stormwater Management, Storm Sewer, Grading, and Erosion Control Plan Reviews**, as described in CONSULTANT's proposal to CLIENT dated 1/9/2024, annexed hereto and incorporated herein as Attachment A.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subconsultants when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CLIENT.
- C. CONSULTANT is an independent consultant and all persons furnishing services hereunder are employees of, or independent subconsultants to, CONSULTANT 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 CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT 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 CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates, subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$_(as agreed per project, T&M per hourly rates of latest proposal). For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from 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 CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving 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 CONSULTANT and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment will be made to compensate CONSULTANT or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. **The Assistant City Engineer.** will coordinate the work of the CONSULTANT, 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 CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, **Michael N. Paulos** CONSULTANT'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 CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Consultant'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>

D. Worker's Compensation and Employers' Liability	Statutory <i>Consultant 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

Upon the execution of this AGREEMENT, CONSULTANT 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 for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'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

CONSULTANT shall commence work immediately having received a Notice to Proceed.

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. Prior to filing a lawsuit or claim against CLIENT or CONSULTANT, the filing party must first submit to an Alternative Dispute Resolution (ADR) technique, such as non-binding mediation.

X. RECORDS RETENTION

CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONSULTANT to 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 CONSULTANT under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONSULTANT warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. 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 CONSULTANT.

XII. CONTROLLING TERMS AND PROVISIONS

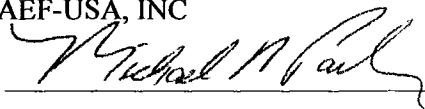
The aforesaid terms and provisions shall control over any conflicting term or provision of any CONSULTANT proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

GRAEF-USA, INC

BY: _____

BY:  _____

PRINT NAME: John R Nelson

PRINT NAME Michael N Paulos

TITLE: Mayor

TITLE Principal

DATE _____

DATE 1/09/2024

BY _____

BY: _____

PRINT NAME **Danielle Brown**

PRINT NAME **Shirley J Roberts**

TITLE **Director of Finance and Treasurer**

TITLE **City Clerk**

DATE _____

DATE _____

Approved as to form

Jesse A. Wesolowski, City Attorney

DATE _____



concrete solutions

January 9, 2024

Mr Tyler Beinlich, PE
 Asst. City Engineer
 City of Franklin
 9229 W. Loomis Rd
 Franklin, WI 53132

Subject 2024-2025 Stormwater Management Review Services

Dear Mr Beinlich

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the City of Franklin (Client) This proposal is for professional services for Stormwater Management Review services for various projects located in the City of Franklin

GRAEF proposes to perform stormwater management reviews on sites throughout the City of Franklin to confirm conformance with approved construction plans and City of Franklin Design Standards and Construction Specifications, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural Resources (WDNR) standards Stormwater management review services includes:

- Stormwater Management Plans
- Storm Sewer Plans
- Grading Plans
- Erosion Control Plans
- Written reviews of the above shall be sent to the City and completed within 3 weeks of receiving the request by the City.

For all Basic Services, Client agrees to compensate GRAEF as follows as a time and material contract per the following rate table

	2022-2023	2024-2025
Title	Hourly Rate	Proposed Rate
Principal	\$220 00	\$245.00
Group Manager	\$195 00	\$225.00
Project Manager	\$175 00	\$178.00
Project Engineer III	\$150.00	\$155 00
Project Engineer II	\$135 00	\$138 00
Project Engineer I	\$115 00	\$120.00
CAD Tech	\$125 00	\$125.00
Administrative	90.00	\$93 00



collected rate to maintain service

- Mileage will be based on the State of Wisconsin mileage rate

Graef-USA Inc looks forward to continuing to provide Stormwater Management Review services for the City of Franklin

Sincerely,

Graef-USA Inc.

A handwritten signature in black ink, appearing to read "Michael N Paulos". The signature is fluid and cursive.

Michael N Paulos, P E
Principal

<p style="text-align: center;">APPROVAL <i>JL</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 1/16/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization for the Department of Public Works to Accept & Execute Reforestation & Wetland Restoration Agreement with Milwaukee Metropolitan Sewerage District for Municipal Tree Planting</p>	<p style="text-align: center;">ITEM NUMBER M. 11,</p>

BACKGROUND

The Franklin Department of Public Works (DPW) is requesting authorization to accept & execute a Reforestation & Wetland Restoration (RWR) agreement with the Milwaukee Metropolitan Sewerage District (MMSD).

In this agreement, the Milwaukee Metropolitan Sewerage District agrees to cover the City's costs of planting a minimum of 150 trees on City right-of-ways, not to exceed \$50,000.00, and expiring December 31st, 2024. The items covered under the agreement include the costs of the trees, planting supplies, topsoil, & contractor planting costs (if the City so chooses).

The City Forester has determined there to be a need for these funds to replace City street trees that have died over the past several years where replacements have not been funded. The City Forester will ensure that all of the City's responsibilities within the agreement are met.

FISCAL NOTE

The City of Franklin will have to allocate funds up front to purchase trees & planting supplies to be reimbursed at completion of the project, not to exceed \$50,000.00.

Either party is able to terminate this agreement at any time, in writing, with the costs incurred by the City up until point of termination to be covered.

RECOMMENDATIONS

The Department of Public Works recommends the council to allow the City Forester to enter into and execute this agreement with MMSD for 2024.

Council Action Requested

Request Common Council approval/authorization to enter into a Reforestation & Wetland Restoration agreement with MMSD for 2024 and allocate funding of up to \$50,000.00 to be reimbursed at the completion of the agreement.

DPW:TJR/ams

Agreement between the Milwaukee Metropolitan Sewerage District and the City of Franklin for Municipal Tree Planting

1. Parties

This intergovernmental cooperation agreement (Agreement) is made between the Milwaukee Metropolitan Sewerage District (District), acting through its executive director, and the City of Franklin (City), acting through its mayor (each a Party and together the Parties). The Parties make this agreement according to Wis. Stat. § 66.0301.

2. Purpose

The purpose of this Agreement is to identify the responsibilities of the District and the City for the funding, installation, and maintenance of stormwater trees in Franklin, Wisconsin.

3. Basis for this Agreement

- A. The District is responsible for collecting and treating wastewater from local sewerage systems in the District's service area.
- B. During wet weather, stormwater enters local sewerage systems, increasing the volume of wastewater the District must convey and treat. At such times, stormwater also directly enters surface waters, carrying pollution into waterways and increasing the risk of flooding.
- C. By planting six million trees and restoring 4,000 acres of wetlands over ten years, the District's Reforestation and Wetland Restoration (RWR) Program strengthens the natural processes that support its work managing stormwater in the sewer service area and reducing the risk of flooding.
- D. Mature trees and healthy wetlands are naturally effective resources to manage stormwater and bring additional local benefits of water and air quality improvement, reduction in the urban heat island effect, and habitat restoration.
- E. Such natural flood management captures and holds stormwater where it falls, reducing the volume of stormwater in the sewerage system and the amount of pollution discharged to surface waters.
- F. The City owns and maintains public lands and right of way but has limited resources to plant and maintain trees.
- G. The District has funding available to implement natural flood management infrastructure for other governmental units, nonprofit organizations, and other property owners through its RWR Program.

4. Term of this Agreement

This Agreement becomes effective upon its execution by both Parties and terminates on December 31, 2024.

5. District Responsibilities

- A. The District will pay the City an amount not to exceed \$50,000 upon completion of all City work under this Agreement for the planting of at least 150 trees in Franklin.
- B. The District will review the City’s planting plan and consider reasonable alternatives if any acceptable tree species are unavailable.
- C. The District will communicate with the City through the contact person identified in section 7 of this Agreement.
- D. The District will draft and execute a 10-year maintenance covenant.

6. City Responsibilities

- A. The City will create a planting plan for new tree installations including locations and tree species and provide the plan to the District.
- B. The City will communicate with the District through the contact person identified in section 7 of this Agreement.
- C. The City will have planted no fewer than 150 trees by its own forces or by procuring a tree planting contractor before the expiration of this Agreement.
 - a. The City will procure trees from the list of acceptable tree species and materials listed in the chart below. The City may propose reasonable alternatives if specified trees are unavailable. The City will procure trees and materials in at least the quantities shown below.

Item	Unit of Measurement	Quantity
2” balled-in-burlap trees	each	150
Acceptable Species: Hackberry (<i>Celtis occidentalis</i>) Turkish Filbert (<i>Corylus colurna</i>) Ginko (<i>Ginko biloba</i>) Honey Locust (<i>Gleditsia tricanthos</i>) Kentucky Coffeetree (<i>Gymnocladus dioica</i>) Swamp White Oak (<i>Quercus bicolor</i>) Linden (<i>Tilia americana</i>) Hybrid Elms (<i>Ulmus spp.</i>) Tulip Tree (<i>Liriodendron tulipifera</i>) Tupelo (<i>Nyssa sylvatica</i>) Ohio Buckeye (<i>Aesculus glabra</i>) Bald Cypress (<i>Taxodium distichum</i>) Ironwood (<i>Ostrya virginina</i>)		
Water bags	each	150
6’ T-posts	each	300
3,000’ roll of strapping	each	1
Topsoil	cubic yard	50

- b. The City may procure a contractor to install trees beyond the City's resources to plant.
- c. The City will invoice the District once upon completion of all work under this Agreement. The City will include in its invoice an itemization of trees, materials, and any contractor costs, including documentation of contractor invoices.
- d. The City will execute a maintenance covenant and maintain the trees planted pursuant to this Agreement through its ordinary municipal procedures.

7. Contact Persons

A. For the District, the contact person is:

Jamie Ferschinger, Senior Project Planner
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204
(414) 225-2052
jferschinger@mmsd.com

B. For the City, the contact person is:

Tom Riha, City Forester
City of Franklin Department of Public Works
7979 West Ryan Road
Franklin, Wisconsin 53132
(414) 425-2592
triha@franklinwi.gov

8. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by the District and the City.

9. Terminating this Agreement

Either Party may terminate this Agreement at any time by providing written notice to the other Party indicating the effective date of the termination and the reasons for the termination. If the City terminates this Agreement, the District will only pay the City for trees planted and materials and contractor time expended pursuant to this Agreement up to the date of termination. If the District terminates this Agreement, the District will pay the City for trees purchased and materials and contractor time expended, provided that the trees purchased are planted using those materials and contractor time before they perish.

10. Severability

If a court of competent jurisdiction holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

11. Conflicts of Interest

No officer, employee, or agent of the District or the City who has any responsibility for implementing this Agreement may have any interest in any consultant, contractor, or vendor providing services to the City for the installation of RWR Program trees.

12. Governing Law

Disputes arising under or relating to this Agreement will be governed by Wisconsin law.

13. Resolving Disputes

If a dispute arises under this Agreement, then the Parties will first try to resolve the dispute with the help of a mutually acceptable mediator in Milwaukee County. The Parties will equally share the costs and fees associated with the mediation, except that each Party will pay its own attorney fees. If the dispute is not resolved within 30 days after a mediation session, then either party may take the matter to court.

14. Liability

The District and the City will be liable for their own negligent acts, errors, and omissions. If litigation requires one Party to respond for the acts, errors, or omissions of the other Party, then the District and the City will hold each other harmless for any losses, damages, costs, or expenses, including but not limited to reasonable attorney fees and litigation expenses. Nothing in this Agreement is a waiver of any otherwise applicable immunity, limited immunity, or limitation on liability under Wisconsin law.

15. Independence of the Parties

This Agreement does not create a partnership, and neither Party may enter into contracts on behalf of the other Party.

16. Signature Authority

The persons signing this Agreement certify that they have authority from the entity they represent to execute this Agreement.

SIGNATURES ON NEXT PAGE

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF FRANKLIN

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
John Nelson
Mayor

Date: _____


Date: _____

Approved as to form

City Clerk

Attorney for the District

Karen Kastenson

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE JANUARY 16, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO RE-LETTER AND AMEND §229-2J. AND TO CREATE A NEW §229-2J. OF THE MUNICIPAL CODE TO PROVIDE FOR THE PROCESS OF THE REFUNDING OF TAX OVERPAYMENTS	ITEM NUMBER A.12.

Background

While navigating through the 2023-2024 Property Tax Collection Process, the City of Franklin Finance Department discussed all overpayments of property tax payments. While doing research, it is noted that many other communities in Wisconsin have enacted an ordinance or have a policy in place that addresses property tax overpayments (Clinton, Little Chute, Burnett County, Town of Namakagon, Ozaukee County, and Appleton). Most of the transactions occur when a mortgage company provides an overpayment of escrow money to pay the property taxes. An addition to §229-2J of the Municipal Code of the City of Franklin will allow for the City Department of Finance and Treasury to issue property tax refund checks for any and all overpayments of \$5.00 or more. Furthermore, this addition will authorize the City Department of Finance and Treasury to issue property tax refund checks of less than \$5.00 at the request of the taxpayer. If the taxpayer requests a refund, a \$5.00 service fee will be assessed for processing.

	Refunds Under \$5.00
December 14, 2023 – January 9, 2024	24
2022-2023	26
2021-2022	18

Supplies	Total
Envelope	\$.18
Check/Toner	\$.22
Labor	\$6.74
Stamp (starting January 21, 2024)	\$.64
Total	\$7.78

Fiscal Note

Refunds under \$5.00 and the taxpayer does not request a refund will result in revenue going into the General Fund.

COUNCIL ACTION REQUESTED

An Ordinance to Re-Letter and Amend §229-2J. and to Create a New §229-2J. of the Municipal Code to Provide for the Process of the Refunding of Tax Overpayments.

Finance Dept - DB

ORDINANCE NO. 2024-____

AN ORDINANCE TO RE-LETTER AND AMEND §229-2J. AND TO CREATE A NEW
§229-2J. OF THE MUNICIPAL CODE TO PROVIDE FOR THE PROCESS OF THE
REFUNDING OF TAX OVERPAYMENTS

WHEREAS, Chapter 229 Taxation, of the Municipal Code, does not include a provision for the refunding of tax overpayments process, though the City has refunded tax overpayments through the years, and the Director of Finance and Treasurer having reviewed Chapter 229 and having determined to recommend the inclusion of a provision for the processing of the refunding of tax overpayments so as to provide for the ongoing administration thereof through the forthcoming years; and

WHEREAS, the Common Council having determined an amendment to the Municipal Code to specifically provide and set forth the processing procedure for the refunding of tax overpayments to be reasonable and in the public interest.

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

SECTION 1: §229-2J., Effective date, of the Municipal Code of the City of Franklin, Wisconsin, is hereby re-lettered to be §229-2K., and hereby amended to read as follows: *[note: deletions appear in strike-through text; additions appear in double-underlined text; unchanged text is not highlighted]*:

K. Effective date. This Section shall take effect and be in force after its passage and publication and from January 1, 1996, for the calendar year 1996 and all years thereafter until amended or repealed, pursuant to § 74.12(1)(a), Wis. Stats. Subsection J. above, adopted on January 16, 2024, does not in any way affect any other provision in this Section and this Section remains in full force and effect.

SECTION 2: §229-2J. of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

J. Overpayment of taxes refunding process. The Common Council hereby authorizes the City Department of Finance and Treasury to issue property tax refund checks for any and all overpayments of \$5.00 or more, and furthermore to authorize the City Department of Finance and Treasury to issue property tax refund checks of less than \$5.00 at the request of the taxpayer. For any check so issued a \$5.00 service fee

will be assessed for processing, provided such overpayment was not due to any negligent error, act or omission by the Department of Finance and Treasury in the processing of the subject tax bill. Any amounts not refunded will be held in the General Fund of the City of Franklin.

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

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

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

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 _____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 16, 2024
Reports & Recommendations	Resolution to Authorize a Contract with Harwood Engineering Consultants Ltd. to Provide Storm Water Management Plan Reviews and Other On-Call Services for 2024 and 2025	ITEM NO. All Ald. Dist. H.13.

BACKGROUND

Currently, the City has professional services on-call contracts with several consulting engineers to supplement the work of Staff. One of these services involves detailed review of storm water management plans for compliance with City, Milwaukee Metropolitan Sewer District (MMSD), and Wisconsin Department of Natural Resources (DNR) standards. Depending on the complexity of the project and completeness of plans, each of these reviews can consume 8 hours to over a week's worth of effort.

Currently two consultants perform these stormwater reviews, GRAEF-USA, INC. (GRAEF) and Harwood Engineering Consultants, Ltd. (Harwood). Elsewhere on this agenda is an item for a contract with GRAEF.

ANALYSIS

Both firms were asked to independently submit their proposed rates to the City. Upon receiving the rates, Engineering Staff established a reasonable blended set of rates, agreed upon by both firms.

Each firm's staff have adequately performed and are again seeking assurance of review work to maintain staffing levels. Given their expertise in these detailed reviews and continued development throughout the City, these firms have qualified personnel to provide timely and accurate reviews. It is the recommendation of Staff to authorize contracts with both firms for the 2024 and 2025 years.

OPTIONS

- A. Sign professional services on-call contract with Harwood or
- B. Refer back to Staff with further direction.

FISCAL NOTE

Storm water management plan review and other plan review services are reimbursed, as needed, by developers. Rates of compensation for these services will be common for both firms. The consultant invoices are first paid for by the City (01.0321.5216) and the developer then pays the City the invoice cost plus 5% (01.0000.4479).

RECOMMENDATION

(Option A) Motion to approve Resolution 2024-_____ a resolution to authorize a contract with Harwood Engineering Consultants, Ltd. to provide storm water management plan reviews and other on-call services for 2024 and 2025.

Engineering: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH HARWOOD ENGINEERING CONSULTANTS, LTD. TO PROVIDE STORM WATER MANAGEMENT PLAN REVIEWS AND OTHER ON-CALL SERVICES FOR 2024 AND 2025

WHEREAS, City of Franklin utilizes consultants to supplement work of Staff; and

WHEREAS, Harwood Engineering Consultants, Ltd. has particular qualified staff with expertise to provide storm water management plan reviews and other related engineering work; and

WHEREAS, Harwood Engineering Consultants, Ltd. has adequately performed and are again seeking assurance of review work to maintain staffing levels; and

WHEREAS, given their expertise and the continued development growth in the City, Harwood Engineering Consultants, Ltd. provides qualified personnel to perform timely and accurate reviews.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional engineering services contract with Harwood Engineering Consultants, Ltd. a

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

Introduced at a regular meeting of the Common Council of the City of Franklin 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 _____

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, between the **City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132** (hereinafter "CLIENT") and **Harwood Engineering Consultants, Ltd.** (hereinafter "CONTRACTOR"), whose principal place of business is 255 North 21st Street, Milwaukee, WI 53233.

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 Stormwater Management, Storm Sewer, Grading, and Erosion Control Plan Reviews;

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 **Stormwater Management, Storm Sewer, Grading, and Erosion Control Plan Reviews**, as described in CONTRACTOR's proposal to CLIENT dated January 8, 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, at our standard billing rates, 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 \$_(**as agreed per project, T&M per hourly rates of latest proposal**). 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. **The Assistant City Engineer** will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Brad Seubert, P.E. 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	<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>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	<p>\$5,000,000 per occurrence for bodily injury, personal injury, and property</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>

D. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

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.

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. Prior to filing a lawsuit or claim against CLIENT or CONTRACTOR, the filing party must first submit to an Alternative Dispute Resolution (ADR) technique, such as non-binding mediation.

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

BY: _____

PRINT NAME: John R. Nelson

TITLE: Mayor

DATE: _____

Harwood Consulting Engineers, LTD.

BY:  _____

PRINT NAME: Brad Seubert

TITLE: Vice President

DATE: 1/8/2024

BY. _____

BY. _____

PRINT NAME **Danielle Brown**

PRINT NAME: **Shirley J Roberts**

TITLE **Director of Finance and Treasurer**

TITLE **City Clerk**

DATE. _____

DATE. _____

Approved as to form

Jesse A Wesolowski, City Attorney

DATE _____

Attachment A


Scope of work:

Provide detailed review of storm water management, storm sewer, grading, and erosion control plans for compliance with City of Franklin, Milwaukee Metropolitan Sewerage District (MMSD), and Wisconsin Department of Natural Resources (WDNR) standards. The reviews shall be sent to the City and completed in a timely manner. As required by the City, the reviews may require direct coordination and communication with the developer/developer's design team that is applying to the City.

Standard Hourly Rates for 2024-2025

- Principal/Senior Group Manager - \$245.00
- Group Manager – \$225.00
- Project Manager – \$178.00
- Project Engineer 3 - \$155.00
- Project Engineer 2 - \$138.00
- Project Engineer 1 – \$120.00
- CAD Technician - \$125.00
- Administrative - \$93.00

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 16, 2024
Reports & Recommendations	A Resolution to Authorize a Contract with Ruckert & Mielke, Inc. to Provide Public Infrastructure Construction Inspection for 2024 and 2025	ITEM NO. All Ald. Dist. M. 14

BACKGROUND

Pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public infrastructure, construction in public rights-of-way and easements, and sediment and erosion control. This construction inspection is used for private development and the developers pay for this inspection.

Three firms (GRAEF, raSmith, Ruckert & Mielke) currently perform this work for the City are providing outstanding service and are used in an ongoing rotation. Elsewhere on this agenda are items for the two other firms.

In prior years there were no contracts in place, however the terms with consultants were renewed every two years and updated service rates were agreed upon. The general process remains the same as in the past, however starting in 2024 these terms will be formalized with a contract that will be revisited every two years, including updating service rates. The rates can be found on the contract attachments included with this item.

ANALYSIS

The three consultants were asked to independently submit their proposed rates to the City. Upon receiving the three sets of rates, Engineering Staff established a reasonable, blended set of rates. The increased rates were fairly common across all three firms and seem appropriate. All three firms have confirmed that the blended rates are acceptable.

Each firm's Staff have adequately performed and are again seeking assurance of inspection work to maintain staffing levels. Given the continued development growth in the City, these firms have qualified personnel including much needed construction supervision, therefore it is the recommendation of Staff to authorize contracts with all three firms for the 2024 and 2025 years.

OPTIONS

- A. Authorize contract with Ruckert & Mielke, Inc. for 2024 and 2025
- B. Provide further direction to staff.

FISCAL IMPACT

Rates of compensation for inspection services will be common for all firms. The consultant invoices are first paid for by the City (01.0321.5216) and the developer then pays the City the invoice cost plus 5% (01.0000.4479).

RECOMMENDATION

(Option A) Authorize Resolution 2024-____ a Resolution to authorize a contract with Ruckert & Mielke, Inc. to provide public infrastructure construction inspection for 2024 and 2025.

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH RUEKERT & MIELKE, INC.
TO PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION
FOR 2024 AND 2025

WHEREAS, pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public infrastructure, construction in public rights-of-way and easements, and sediment and erosion control; and

WHEREAS, this construction inspection is used for private development and the developers pay for this inspection;

WHEREAS, Ruekert & Mielke, Inc. has adequately performed and are again seeking assurance of inspection work to maintain staffing levels; and

WHEREAS, given the continued development growth in the City, Ruekert & Mielke, Inc. provides sufficient qualified personnel, including much needed construction supervision.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional engineering services contract with Ruekert & Mielke, Inc. to provide public infrastructure construction inspection for 2024 and 2025; and

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

Introduced at a regular meeting of the Common Council of the City of Franklin 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 _____

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and **Ruekert & Mielke, Inc.** (hereinafter "CONTRACTOR"), whose principal place of business is W233 N2080 Ridgeview Parkway, Waukesha, WI 53188.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Construction Inspection Services;

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 **Construction Inspection Services**, as described in CONTRACTOR's proposal to CLIENT dated October 2, 2023 and adjusted by CLIENT on December 20, 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, 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 \$_(as agreed per project, T&M per hourly rates of latest proposal). 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. **The Assistant City Engineer.** will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Anthony D. Petersen, P.E. 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	<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>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor’s Pollution Liability	<p>\$5,000,000 per occurrence for bodily injury, personal injury, and property</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>

D. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
F. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

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.

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. Prior to filing a lawsuit or claim against CLIENT or CONTRACTOR, the filing party must first submit to an Alternative Dispute Resolution (ADR) technique, such as non-binding mediation.

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

Ruekert & Mielke, Inc.

BY _____

BY. *Steven C. Wurster* Digitally signed by Steven C. Wurster
Date: 2024.01.02 15:04:40 -0600

PRINT NAME: John R Nelson

PRINT NAME Steven C Wurster, P E

TITLE: Mayor

TITLE Chief Operating Officer

DATE _____

DATE. January 2, 2024

BY _____

BY. _____

PRINT NAME: Danielle Brown

PRINT NAME: Shirley J Roberts

TITLE Director of Finance and Treasurer

TITLE. City Clerk

DATE. _____

DATE. _____

Approved as to form:

Jesse A Wesolowski, City Attorney

DATE: _____

Attachment A

PROPOSAL

Construction Inspection Services Duties – City of Franklin

Perform construction inspection on sites throughout the City of Franklin to confirm conformance with approved construction plans and City of Franklin Design Standards and Construction Specifications

Construction Inspection Services includes

- Erosion Control (monthly inspections)
- Roadway
 - Subgrade (including proof roll prior to stone base course)
 - Stone base course (including proof roll prior to paving)
 - Concrete Curb and Gutter
 - Pavement (HMA and/or Concrete)
 - Concrete Sidewalk/Asphalt Path
- Water main installation
- Sanitary sewer installation
- Storm sewer installation
- Inspection of other work may be required as requested by the City
- Other duties
 - Coordination with Contractors and City (including attending pre-con)
 - Provide inspection reports that include at a minimum
 - Field notes – date, time, temperature/weather, location, contractor staff and equipment, installed materials and quantities, description/timeline of work, etc
 - breakdown of time charged – drive time, time on site, preparing reports
 - inspection photos
 - Delivery Inspection
 - Material and Shop Drawing Submittal Review
 - Complete Asbuilt Survey and Record Drawings – water main, sanitary sewer, storm sewer (the design engineers will provide grading, roadway, and storm water asbuilts)
 - Saturday inspection may be required as scheduling allows
 - Punchlist and project closeout
 - Provide detailed invoices – broken down by dates and/or inspectors so that City can cross reference with provided inspection reports

Construction Inspection Pay Rates:

	2022-2023	2024-2025
Title	Hourly rate	Proposed rate
Construction Supervisor	\$147 00	\$160.00
Tech III	\$109 00	\$123.00
Tech II	\$95 00	\$107.00
Tech I	\$77 00	\$ 86.00
Survey Crew (two-person)	\$210 00	\$236.00
Survey Crew (one-person)	\$148 00	\$159.00
CADD Tech IV	\$114 00	\$123.00
Admin. Assistant	N/A	\$ 93.00
GPS Equipment	N/A	\$ 20.00 / Hour
Plotting Plan Sets	N/A	\$ 0.55 / SF

- Mileage will be based on the State of Wisconsin mileage rate
- Tech III's are the senior and most experienced techs, with more than 10 years progressive experience
Tech II's are experienced with more than five years progressive experience Tech I's should be committed full-time employees gaining experience
- Subdivision development must be inspected primarily by either a Tech III or Tech II A Tech I can be used only as a "second" or associate on site with a Tech III present
- Each firm must provide a certificate of insurance conforming to the requirements of the contract

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<p style="text-align: center;">APPROVAL <i>JK</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE January 16, 2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Development – Impact Fee Fund to Provide Additional \$505,422.24 Appropriations for the Transfer of Park Impact Fees to Support Capital Projects</p>	<p style="text-align: center;">ITEM NUMBER A. 15.</p>

BACKGROUND

On November 15, 2022, Common Council approved the 2023 Annual Budget for the Development – Impact Fee Fund. Projects throughout 2022 and 2023 were funded through the Capital Improvement Fund with the anticipation of Park Impact Fees funding parts of each project. Most projects eligible for the use of park impact fees receive eligible funding at 47% or 62% park impact fees. This Budget Amendment is necessary to provide cleanup of the financials prior to the 2023 Audit.

2022 Projects Eligible for Use of Park Impact Fees (not transferred in 2022):

1. Vegetation Clearing of Non-Wetland Areas of Water Tower Park (8120 S. Lovers Lane Rd.) -Eligible for \$7,990 park impact fee funding
2. Construction of Pleasant View Park Improvements – Eligible for \$167,888.98 park impact fee funding
3. Design a portion of Ryan Creek Trail through the Ryan Meadows Subdivision – Eligible for \$1,082.14 park impact fee funding
4. Architectural and Engineering Services for the Pleasant View Park Master Plan Update – Eligible for \$20,898.04 park impact fee funding
5. Purchase of Wetland Mitigation Credits for the S. 116th Street Trail Project – Eligible for \$29,384.23 park impact fee funding

**** Total 2022 Park Impact Fee Funding to be transferred to the Capital Improvement Fund – Fund 46 \$227,243.39**

2023 Projects Eligible for Use of Park Impact Fees (not transferred in 2023):

1. WIDOT Project on S. Lovers Lane/W. Ryan Rd. from S. 60th Street to W. St. Martins Road – Eligible for \$100,197.96 park impact fee funding
2. Design services at Water Tower Park (8120 S. Lovers Lane Rd.) – Eligible for \$2,394.65 park impact fee funding
3. Construction of Pleasant View Park Improvements – Eligible for \$22,724.69 park impact fee funding
4. Pleasant View Park Improvements – Eligible for \$3,516.60 park impact fee funding
5. Design a portion of Ryan Creek Trail through the Ryan Meadows Subdivision – Eligible for \$664.29 park impact fee funding
6. Design of the S. 116th Street Trail – Eligible for \$60,020.66 park impact fee funding

**** Total 2023 Park Impact Fee Funding to be transferred to the Capital Improvement Fund – Fund 46 \$189,518.85**

RECOMMENDATION

The Director of Finance is requesting a \$505,422.24 Budget Amendment be approved for the necessary cleanup of the financials prior to the 2023 Audit.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2024-____, an Ordinance to amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the Development – Impact Fee Fund to Provide Additional \$505,422.24 Appropriations for the Transfer of Park Impact Fees to Support Capital Projects.

Roll Call Vote Required.

Finance-DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE DEVELOPMENT – IMPACT FEE FUND TO PROVIDE ADDITIONAL \$505,422.24 APPROPRIATIONS FOR THE TRANSFER OF PARK IMPACT FEES TO SUPPORT CAPITAL PROJECTS

WHEREAS, the Common Council of the City of Franklin adopted the 2023 Annual Budgets for the City of Franklin on November 15, 2022;

WHEREAS, additional appropriations are necessary to support the transfer of park impact fees to the Capital Improvement Fund; and

WHEREAS, in 2022, an allocation was not made to support the park impact fee portion of funding for capital projects in the amount of \$227,243.39; and

WHEREAS, in 2023, an appropriation for the transfer of park impact fees to the Capital Improvement Fund was not sufficient to fund \$189,518.85 in capital projects; and

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

Section 1 That the 2023 Budget for the Development – Impact Fees Fund be amended as follows:

Development – Impact Fees Fund			
Parks	Transfer Out Capital Improvement Fund	Increase	\$505,422.24

Section 2 Pursuant to §65.90(5)(ar), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City’s website.

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

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

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:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 16, 2024
Reports & Recommendations	Resolution to Amend Contract with GRAEF-USA, INC. to Provide Construction Observation Services of Industrial Park Lift Station (10100 S. 60th Street) Replacement for \$5,020	ITEM NO. Ald. Dist. 4 H. 161

BACKGROUND

On August 4, 2020, Common Council awarded the design of a replacement for the Industrial Park lift station (10100 S. 60th Street) to GRAEF-USA, Inc. for \$202,100. Subsequent amendments to their contract include creation of a certified survey map (\$6,000) and additional architectural efforts for a redesign for the approval of the Plan Commission (\$19,962).

The project was awarded to JH Hassinger, Inc. for \$2,376,500.00 on September 7, 2021 and construction is nearing completion. To complete the construction contract work and construction record drawings, additional construction observation services are required.

ANALYSIS

As this multi-million-dollar project is nearing completion, Staff is seeking assistance to provide the additional construction observation services to assure compliance with the plans and specifications, ensure compliance with Wisconsin Department of Natural Resources permitting, and to provide necessary record drawings of the completed project. Staff is recommending that the design engineer GRAEF be authorized to provide these additional services. As GRAEF has been the on-site inspectors for the life of this project, this will provide the effective path to closing out the remaining construction work.

Construction for this type project can move slow, and can move fast, depending on the activities being performed. Full time construction observation is not warranted, but the remaining items will require some observation. The enclosed amendment assumes an additional 42 hours of construction observation, erosion control inspection, and record drawing work.

OPTIONS

- A. Authorize Staff to sign the GRAEF proposal for construction observation services
- B. Refer back to Staff with further direction.

FISCAL NOTE

On the following page is a summary of the project budget. Consideration of this amendment would indicate that the entire project would be almost \$270k under budget.

GRAEF Design- Aug 2020 (61-0731-5826.7625)	\$202,100.00
GRAEF Amend- Survey- Dec 2020 (61-0731-5826.7625)	\$6,000.00
GRAEF Amend- Architectural- Mar 2021 (61-0731-5826.7625)	\$19,962.00
JH Hassinger Construction- Aug 2021 (61-0731-5827)	\$2,376,500.00
Zeta- Land Purchase- Sep 2021 (61-0731-5826.7625)	\$40,900.00
Land Purchase Misc Closing Costs- Sep 2021 (61-0731-5826.7625)	\$3,641.26
GRAEF Amend- Inspection- Feb 2022 (61-0731-5826.7625)	\$64,740.00
JH Hassinger CO 1- March 2023 (61-0731-5827)	\$7,350.00
WE Energies Additional Work- March 2023 (61-0731-5827)	\$3,851.80
JH Hassinger CO 2- July 2023 (61-0731-5827)	\$80,884.00
Anticipated Reimbursement from Allis Roller	(\$80,884.00)
GRAEF Amend- Inspeiton- Dec 2023 (61-0731-5826.7625)	\$5,020.00
Sub-total	\$2,730,065.06
Project Budget	\$3,000,000.00
Amount Remaining for Construction Contingency	\$269,934.94

Bond Financing for the project was approved at the Sept 21, 2021 Council meeting. This project has 3 years to effectively spend down the Bond proceeds. However, the City has only 2 years to earn interest on the bond proceeds. Since the bond proceeds have not been spent within the two year time frame, the City runs the risk of having to rebate Treasury interest earned above the arbitrage rate on the bonds and appear to be actively accruing a rebate payment at this time. Ehlers will assist with the necessary plan for any unused bond proceeds and arbitrage rebate payments at the end of the project.

RECOMMENDATION

(Option A) Motion to approve Resolution 2024-_____ a resolution to amend contract with GRAEF-USA, Inc. to provide construction observation services for the Industrial Park Lift Station (10100 S. 60th Street) replacement for \$5,020.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

RESOLUTION TO AMEND CONTRACT WITH GRAEF-USA, INC. TO PROVIDE
CONSTRUCTION OBSERVATION SERVICES OF INDUSTRIAL PARK LIFT STATION
(10100 S. 60TH STREET) REPLACEMENT FOR \$5,020

WHEREAS, the City of Franklin desired to abandon the original Industrial Park Lift Station by constructing a gravity sewer to the Ryan Creek Interceptor northwards along S. 60th Street around the year 2021; and

WHEREAS, further investigation to construct a gravity sewer yielded a project much more expensive than anticipated; and

WHEREAS, the decision was altered to replace the existing Industrial Park Lift Station with another lift station of permanent construction in a cost-effective scenario; and

WHEREAS, a design contract was awarded to GRAEF-USA, Inc for professional services related to this project; and

WHEREAS, additional services were needed to provide construction observation to complete the construction work and necessary record drawings; and

WHEREAS, GRAEF has performed well on the project thus far and the City wishes for GRAEF to continue in the project and provide part time construction observation services.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize an amendment to a professional services contract for an amount of \$5,020.

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 _____



The Avenue
275 West Wisconsin Avenue Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

01123 1 01131 1 1110 1111

December 27, 2023

Glen Morrow
City of Franklin
9229 W. Loomis Road
Franklin WI. 53132

**SUBJECT Industrial Park Lift Station (10100 S. 60th Street) Replacement
Proposal for Additional Services – Construction Observation**

Dear Mr. Morrow:

We are very pleased to provide you with this proposal to amend our professional services agreement. When accepted, this proposal will amend our Agreement dated July 24, 2020, and March 3, 2022.

This proposal is for City of Franklin Industrial Park Lift Station Replacement (Project). This proposal is subject to GRAEF's Terms and Conditions, which were attached to our original proposal.

It is our understanding that the nature of the Project is to provide construction observation during the duration of construction of the proposed sanitary lift station.

For this Project, GRAEF proposed to provide the following additional Basic Services:

- Construction observation of project, perform monthly erosion control inspections, and complete record drawings for an additional 42 hours.

GRAEF will endeavor to perform the proposed additional Basic Services after receiving your Notice to Proceed or a signed agreement.

You agree to compensate GRAEF for all additional Basic Services noted above on an hourly rate of \$105.00 per hour for a fee of \$4,410. Reimbursable expenses include mileage estimated at the Franklin maximum of 20 miles per day at the federal rate of \$0.655 per mile for a fee of \$610. The estimated additional services fee would be \$5,020 for a maximum fee of \$70,390.

You agree to compensate GRAEF for any Additional Services on an hourly rate and direct expense basis.



City of Franklin - Form 70 - 01/14

To accept this proposal for additional Basic Services, please sign and date below and return to us. Upon receipt of an executed copy, GRAEF will commence work on the additional Basic Services for the Project.

Please contact us if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Accepted by
City of Franklin

Ryan Cournoyer, PE
Senior Construction Manager
Mobile (414) 406-6953

John R. Nelson, Mayor


Shirley J. Roberts, City Clerk

James A. Lisak, PE
Principal / Project Manager
Direct (414) 266-9085

Danielle Brown, Director of Finance, Treasurer

Approved as to form Jesse A. Wesolowski, City Attorney

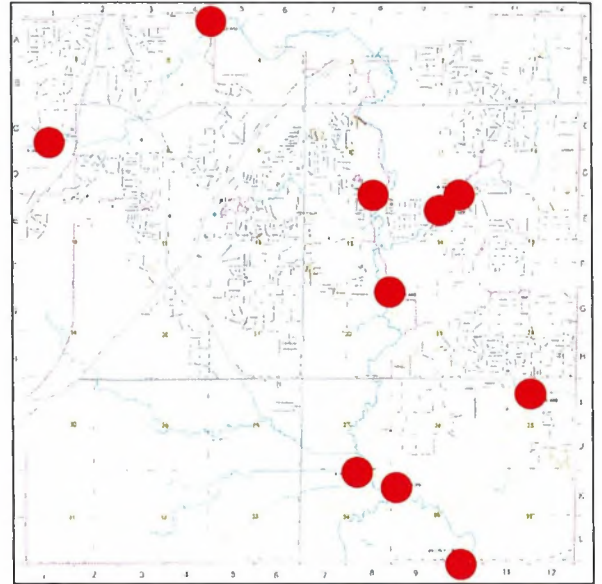
X \ML\2020\20200296\Project Management\Contracts\CSM Con Mod

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 16, 2024
Reports & Recommendations	A Resolution for Foth Infrastructure & Environment, LLC to Perform 2024 Bridge Inspections for \$5,400	ITEM NO. Ald Dists 1, 3, 4, 5, & 6 M.17.

BACKGROUND

The City of Franklin owns and maintains 10 vehicular bridges.

<u>Structure</u>	<u>Road</u>	<u>Waterway</u>
B400927	W. St. Martins Road	Tess Corner Creek
P400718	W. Drexel Avenue	Root River
P400720	W. Oakwood Road	Root River
P400899	S. 35th Street	Drainage Ditch
B400531	S. 60th Street	Root River
B400650	S. 92nd Street	Tess Corner Creek
B400652	W. Puetz Road	Root River
P400717	W. Drexel Avenue	Branch Root River
P51501	8 Mile Road	Root River
P400723	S. 51st Street	Branch Root River



Each bridge needs routine inspection every two years (even years) and special inspections as requested by Wisconsin Department of Transportation (WisDOT).

ANALYSIS

Historically, the bridge inspections have been performed by City Engineering Staff. Approximately five years ago, the requirements to inspect bridges were altered to require special WisDOT certification by a Wisconsin registered Professional Engineer with special bridge inspection training. While not a registered Professional Engineer, Ronnie Asuncion, Engineering Tech IV was able to continue the inspections through a grandfather clause and completing recertification classes, as required. Mr. Asuncion is anticipating retirement in February 2026 and Engineering Staff will no longer be allowed to inspect bridges. So, 2024 is the last year that Mr. Asuncion was expected to perform bridge inspections for the City and neither the City Engineer nor Assistant City Engineer, both with Professional Engineer certifications in Wisconsin, do not have the work history experience nor advanced training to perform bridge inspections.

However, Staff just learned that in order for Mr. Asuncion to do any bridge inspections in 2024, he would need to attend a class and pass tests at a three-day WisDOT recertification class in Madison. The cost for this class, travel and hotel expenses is expected to exceed \$1,500.

Alternatively, Foth Infrastructure & Environment, LLC (Franklin, WI) could be hired to perform the inspections and allow an overlap for this inspection with Mr. Asuncion before he retires. Foth is very qualified in bridge inspections and Mr. Asuncion has extensive knowledge of the history of the bridges.

OPTIONS

Approve contract with Foth or other direction to Staff.

FISCAL NOTE

Engineering has a \$10,000 budget item for miscellaneous needs such as this in 01-0321-5219 Other Professional Services.

This recurring biennial expense will need to be added to the 2026, 2028, 2030, etc. Highway Department budgets.

COUNCIL ACTION REQUESTED

Adopt Resolution 2024-____ a resolution for Foth Infrastructure & Environment, LLC to perform 2024 bridge inspections for \$5,400.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION FOR FOTH INFRASTRUCTURE & ENVIRONMENT, LLC TO
PERFORM 2024 BRIDGE INSPECTIONS FOR \$5,400

WHEREAS, City of Franklin utilizes consultants to supplement work of Staff; and

WHEREAS, The City of Franklin owns and maintains ten vehicular bridges that must be inspected as required by Wisconsin Department of Transportation; and

WHEREAS, Foth Infrastructure & Environment, LLC. is adequately certified to perform bridge inspections.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional engineering services contract with Foth Infrastructure & Environment, LLC. to provide bridge inspection services for 2024; and

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

Introduced at a regular meeting of the Common Council of the City of Franklin 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 _____

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A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Foth Infrastructure & Environment, LLC (hereinafter "CONTRACTOR"), whose principal place of business is Ballpark Commons Office Building, 7044 S. Ballpark Drive, Suite 200, Franklin, WI 53132

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 ___bridge inspection services for ten (10) bridges.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

CONTRACTOR shall provide services to CLIENT for the following:

- Bridge inspection reports & photos
- Enter all required information into WisDOT's HSIS System
- SIA Review
- Underwater Profile (If required)

as described in CONTRACTOR's proposal to CLIENT dated January 12, 2024.

- A. annexed hereto and incorporated herein as Attachment A.

- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.

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

- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at a lump sum price of \$5,400.00, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$5,400 For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Matt Buska P.E. CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
C. Umbrella or Excess Liability Coverage for General/Commercial, 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>

D. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
E. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of February 1, 2024 and complete the work within 90 days following Notice to Proceed.

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

Foth Infrastructure & Environment, LLC

BY: _____

BY: _____

PRINT NAME: John R. Nelson

PRINT NAME: Thomas J. Ludwig

TITLE: Mayor

TITLE: State Operations Director

DATE: _____

DATE: _____

BY: _____

PRINT NAME: Shirley J. Roberts

TITLE: City Clerk

DATE: _____

BY: _____

PRINT NAME: Danielle Brown, M.B.A.

TITLE: Director of Finance and Treasurer

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____

ATTACHMENT "A"

JANUARY 12, 2024

Lump sum for the 10 bridges requiring inspections of \$5,400.

Scope of service will be the following:

- Bridge inspection reports & photos
- Enter all required information into WisDOT's HSIS System
- SIA Review
- Underwater Profile (If required)

STRUCTURE_ID	FEATURE_ON	FEATURE_UNDER	OWNER	TYPE	FREQUENCY
B400531	S 60TH ST	ROOT RIVER	CITY	ROUTINE, SIA REVIEW	48
B400650	92nd St	Tess Corner Creek	CITY	ROUTINE, SIA REVIEW	48
B400652	W. PUETZ ROAD	ROOT RIVER	CITY	ROUTINE, SIA REVIEW	48
B400927	CTH MM	Tess Corners Creek	CITY	ROUTINE, SIA REVIEW	48
P400717	W DREXEL AVE	BR ROOT RIVER	CITY	ROUTINE, SIA REVIEW	24
P400718	W DREXEL AVE	ROOT RIVER	CITY	ROUTINE, SIA REVIEW	24
P400720	W OAKWOOD RD	ROOT RIVER	CITY	ROUTINE, SIA REVIEW	24
P400723	S 51ST ST	BR ROOT RIVER	CITY	ROUTINE, SIA REVIEW	24
P400899	SOUTH 35TH STREET	DRAINAGE DITCH	CITY	ROUTINE, SIA REVIEW	24
P510501	8 MILE ROAD	ROOT RIVER	CITY	ROUTINE, SIA REVIEW	24

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>MC</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1/16/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Tentative Agreement Between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760, for a 2024-2026 Successor Labor Agreement</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">A.18.</p>

City staff responsible for labor negotiations and the Franklin Professional Firefighters, I.A.F.F. Local 2760, associated with the International Association of Firefighters, have reached a Tentative Agreement (TA) for a 2024-2026 labor agreement. The Union's membership recently ratified the agreement on December 21, 2023, and it can be made effective after approval by the Common Council.

A TA differs from many items on which the Common Council is asked to provide a decision. It is not subject to modification; it is an all-or-nothing proposal. It is also the result of hours and hours of discussion, teamwork, and compromise. That give-and-take is important when evaluating whether the proposed agreement is in the City's best interest. Additionally, the discussions below are summaries, and items may be discussed as more directly linked to or independent of other items. This, however, is not necessarily the case. As noted above, it is a comprehensive package deal, with each item potentially influencing other seemingly unrelated items.

Following are brief comments on the more substantive provisions of the TA:

1. **Wages:** In simple terms, the core lift to the base is 3% each of the three years. This matches the recently approved contract with the Police Officers unit for the same contract period. That agreement and approval were based in part on the available external settlements. The wage settlement compares with the Police Union Contract at 3% for all three years. A 3% increase was also provided to non-represented employees in 2024, which was anticipated in the budget. Overall, the wage package was fair, reasonable, and equal to internal employees.
2. **Grievance Procedures:** Changes are specific to removing gender-specific language, allowing for the inclusion of female firefighters.
3. **Wages and Work Schedules:** These are operational changes with no significant or measurable cost components. The changes offer more flexibility to the department while they continue to meet expectations. This eliminates duty day, aside from training and needed maintenance. If nothing is happening, the department can be in a constant state of readiness in the bunk, the bay, or the recliner. These changes formalize the historical approach to shift selection by including it in the Collective Bargaining Agreement (CBA). The slight increase in the Reserved Officer's pay incentivizes the firefighters.
4. **Overtime Pay:** Including time and a half pay for overtime offers flexibility, competitive compensation, operational adaptability, budgetary control, and responsiveness to changing circumstances, ultimately contributing to the City's overall efficiency and effectiveness in managing its fire department.
5. **Sick Leave:** While the increased sick leave accrual represents a cost to the city, the potential benefits include a healthier and more satisfied workforce, reduced absenteeism, enhanced operational resilience in the department, and a more attractive package for lateral hires. While removing a sick leave incentive may represent a change for employees, it aligns with a more straightforward and cost-effective approach to sick leave administration, contributing to overall efficiency and fairness in workforce management.

6. Clothing Allowance: The necessity to increase the clothing allowance for the department is driven by factors such as cost considerations, inflation, changing industry standards, recruitment and retention goals, the well-being of department members, and the overall operational effectiveness of the fire department.

7. Hospital and Surgical Insurance: Changing from 20 to 15 years positively impacts the union and the city by providing improved benefits for union members, making the employment package more competitive, enhancing recruitment and retention efforts, promoting positive employee relations within the city, and offering benefits comparable to surrounding municipalities.

8. Bereavement Leave: Referring to funeral leave as bereavement leave benefits both collective bargaining sides by providing union members with more inclusive and supportive leave policies, contributing to improved employee well-being, satisfaction, and a positive employer image. Including the ability to take sick leave during bereavement leave helps everyone by providing comprehensive employee support, reducing stress, enhancing well-being, and contributing to a positive workplace culture. As a result, the City increases employee engagement, improves retention, and creates efficiency in absence management.

9. Military Leave: While the overall impact on the department's budget and employee morale may be limited due to the small number of reserve members, it contributes to a positive public image and may aid in retention and recruitment efforts.

10. Implementation of Letter of Understanding for Deferred Compensation Plan: This change offers employees more choices and potentially improves the overall attractiveness of the deferred compensation benefits. Implementing this letter also satisfies a promise made by the City approximately a decade ago.

11. Addition of Letter of Understanding Regarding Schedule: This Letter of Understanding includes the introduction of a schedule change trial. Allowing the union to have a trial period for the proposed schedule change aligns with the principles of employee satisfaction, work-life balance, potential productivity gains, recruitment and retention strategies, legal compliance, employee involvement, and the importance of data-driven decision-making. It reflects a proactive and collaborative approach to meeting the preferences of the majority of union members.

12. Addition of Letter of Understanding Regarding Adding a Captain Position: Adding a new leadership position offers a defined career pathway, a staffing plan, and a commitment to collaboration and communication with relevant stakeholders for successful implementation.

The other language of the TA not mentioned above is either very self-explanatory, has a very limited impact, or is just considered "clean-up" language. A copy of the 2021-2023 Union contract is attached for your convenience, as this will be the contract that will be modified with the TA.

From 2020 to 2021, active protective Wisconsin Retirement System (WRS) members dropped by 2.2% to 21,937. That represents the largest annual decrease of any year within the data and the lowest end-of-year total for protective occupation employees within the WRS since 2005. Active employees within the county's main retirement system dropped by 5.8% after accounting for new hires to just 3,325 employees.

The significant decline in the number of active protective WRS members, as well as the corresponding drops in the Milwaukee County workforce, may have several impacts on the pool of candidates for our fire department:

1. Reduced Pool Size: With a decrease in active protective occupation employees, the pool of potential candidates for our fire department may shrink.

2. Increased Competition/Challenges in Recruitment: A smaller pool of candidates could increase competition for the City, resulting in a stronger need to offer competitive wages and benefits against other municipalities. The decline in active employees poses challenges in recruiting new talent to the department, requiring additional efforts to attract qualified candidates. Of which the department has been experiencing.
3. Retention Considerations: The reductions could influence the department's retention strategies.

In summary, the decline in active protective WRS members and the corresponding workforce drops in the region underscore the importance of strategic workforce planning, competitive recruitment efforts, and targeted retention strategies for the city to effectively address the challenges posed by a shrinking pool of potential candidates for the department. City staff believes that the changes in this TA will significantly assist the department in overcoming these challenges by offering benefits comparable to those provided by surrounding municipalities.

The Tentative Agreement document reveals the complexity of labor negotiations, extending beyond the incorporated items. Despite challenges, it signifies substantial success and compromise achieved through collaborative efforts. While the mutual compromise wasn't reached on every issue, the resulting document reflects significant cooperation from both parties. In light of this, the Director of Administration publicly expresses gratitude to the Franklin Professional Firefighters Union for their cooperative spirit and professionalism throughout the bargaining process.

The Director of Administration, Fire Chief, Assistant Fire Chiefs, Battalion Chief, and Human Resource Manager recommend approval.

COUNCIL ACTION REQUESTED

A motion to approve the Tentative Agreement between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760, for a 2024-2026 successor labor agreement and authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provisions of the attached Tentative Agreement and to authorize the Director of Administration to incorporate any such language into the Employee Handbook as determined necessary.



December 13, 2023

**2024–2026 Tentative Agreement
Between the City of Franklin and the
Franklin Professional Firefighters Association, I.A.F.F. Local 2760**

This agreement is to succeed the 1/1/2021 – 12/31/2023 Collective Bargaining Agreement between the City of Franklin and the Franklin Professional Firefighters Association, I.A.F.F. Local 2760

1. ARTICLE III

Negotiations

Section 2. The Association agrees to submit a letter to commence negotiations with the City by September 15th, the year the contract terminates. The City will reply with its best efforts to set a date for both parties to meet for initial negotiations. Parties agree that any negotiations relating to such proposals shall be commenced by September 30th of said year and that every effort shall be made to conclude negotiations on those matters which must be included in the Municipal budget before December 1st of said year. The mutual consent of the parties may modify the dates outlined in this paragraph.

2. ARTICLE IV

Association Activity

Section 4. The President of Local 2760 or their designee shall be granted up to seventy-two (72) hours of time off with pay for the attendance of Union functions, including educational conferences, conventions, and negotiations. The time off must be approved by the Fire Chief or their designee. The time off can be done in increments of hours if staffing allows, but not canceled within forty-eight (48) hours of the approved time off. If the time off could result in fill-in, the request must be in twelve (12) hours or twenty-four (24) hour increments with sufficient time to fill.

3. ARTICLE V

Grievance Procedure

Section 1. A grievance is an alleged violation of a specific provision of this Agreement and Departmental Policies and Procedures and shall be handled per the following procedure. If a grievance is required in writing, it shall state the specific provision of the Agreement or Departmental Policies and Procedures alleged to have been violated.

Section 2. Step One.

(a) If an employee or bargaining unit has a grievance, they shall first present it orally to their immediate supervisor or the department head if such a department head is their immediate supervisor, either alone or accompanied by their Association's representatives. If no formal settlement is reached, the grievance shall be reduced to writing and signed by the employee and their Association's representative and presented to the immediate supervisor within five (5) working days from the date the act or

condition complained of occurred, or the employee or the Association with reasonable diligence could have known of the act or condition complained of.

The supervisor shall write their response within three (3) working days of receiving the written grievance.

4. **ARTICLE VI**

Wages and Work Schedules

Section 2.

- (b) The duty day for Firefighters, Firefighters/Paramedics, Reserve Officers, and Lieutenants shall start at 7:00 a.m. The duty day shall commence at 7:00 a.m. and be limited to morning equipment checks, housekeeping chores, and chores determined as necessary for department readiness by the Officer in Charge to conclude all chores, assignments, and training by 4:00 p.m. on weekdays and noon Saturdays. Sundays will follow Holiday schedules as listed below. Employees will ensure that they will prevent the breaks from negatively impacting operations. On all Holidays listed in Article VII, excluding the 3 Personal Days, chores will be limited to morning equipment checks, housekeeping chores, and chores determined as necessary for department readiness by the Officer in Charge.
- (c) The City will allow the employees covered under the CBA to select shifts based on their seniority and hire dates, starting with the most senior employee. This shift selection shall last at least two years; Union agrees that certain circumstances arise and shift changes may occur and will be followed under subsection (c) above. The Union will manage the shift selections to ensure the positions are equally dispersed among the three-colored shifts. The Union will give the City the selected shifts by October 15th of the year before the start of the next calendar year. The City will approve or change the chosen shifts for operational reasons by October 31st. The Union agrees to develop the schedule change to keep employees within the Fair Labor Standards Act, and the City agrees to have Fire Department Management approve the schedule before any shift changes. The City and Union acknowledge the organizational benefits of meeting such a deadline and that situations may make it impractical or premature to meet such a deadline. This subsection shall not constrict or restrain the City's rights retained in (c) above.

Addition of Reserve Officer pay incentive as discussed at the 12/13/23 bargaining session:

- (c) Employees meeting the standards approved by the Fire Chief and assigned as a Reserve Officer by the Fire Chief shall receive a pay incentive of an additional 2.5% to base pay. The Fire Chief shall have the management right to limit the number of employees assigned to Reserve Officer duties. Reserve Officer shall not be considered a promotional position. Designation and continued designation as a Reserve Officer shall be at the discretion of the Fire Chief.
- (d) Employees may be assigned as Ladder Truck Operators and Reserve Officers concurrently. However, they will only receive the higher pay incentive of the Reserve Officer designation. If an employee serving in both designations chooses to relinquish

the designation of Reserve Officer but retain the designation of Ladder Truck Operator, they may do so. However, their pay incentive will be adjusted to that of a Ladder Truck Operator.

1% adjustment to base pay. The Fire Chief shall have the management right to limit the number of employees assigned to ladder truck driver operations and the management right to define the required training and certification. Ladder truck operator shall not be considered a promotional position; however, the Chief shall make such assignment as a ladder truck driver to the most senior Firefighter or a Firefighter/paramedic meeting the required training and certification, unless said individual previously had such designation revoked. Designation and continued designation as a ladder truck operator shall be at the discretion of the Fire Chief. (Supervisor of Equipment shall not be eligible for this additional compensation).

Section 3. Hours of Work.

Removal of item (e): Flexible Schedule Employee.

Section 4. Overtime Pay.

Any hours worked beyond the regular fifty-six (56) hour weekly schedule will be compensated at time and a half. Overtime can be utilized as compensatory time off (C.T.O.) or as overtime pay at the employee's discretion; however, an employee cannot accumulate more than ninety-six (96) hours of compensatory time. To prevent exceeding budget limits, the Fire Department Management will not permit employees to take C.T.O. and have the position filled by another employee through overtime pay. If the management of overtime pay becomes problematic, the City reserves the right to revert to the previous policy with immediate notice to employees.

**5. ARTICLE VII
Holidays**

Martin Luther King Day and Juneteenth will be recognized as holiday schedule days. While these holidays will not be added to the existing holiday bank, they will not be subject to the established everyday routine. Rather, they will be worked under the current holiday routine schedule.

**6. ARTICLE X
Sick Leave**

Section 1. Sick leave for all employees shall accrue 24 hours for each full month of service to the maximum cumulative total of one hundred eighty (180) days. A full month of service for the Fire Marshal and for other members who work a 40-hour work week (who shall accrue 8 hours of sick leave for each full month of service) shall refer to a month in which the individual receives pay for at least ten (10) regular work days (or 80 hours in the case of a four (4) day per week employee). A full month of service for Firefighters, Firefighters/Paramedics and Lieutenants shall refer to a month in which they receive to pay for at least five (5) regular work days. Lateral transfers may be pro-rated for years of service when they start; however, the City reserves the right to negotiate this benefit with each new hire.

Removal of Section 7: Sick Leave Incentive Program.

7. ARTICLE XIII

Clothing Allowance

Section 1. Each member covered by this Agreement and an employee actively at work on the following referenced dates shall receive a uniform allowance of Four Hundred Seventy-Five Dollars (\$475.00), which allowance shall be paid in two (2) equal installments on the last payroll date of April and October of each year. Starting in 2024, there will be an annual increase to the clothing allowance, respectfully split between the two payments. Employees shall not accrue clothing allowance pay for the time off work due to duty-incurred or off-duty injury or illness if they do not return to active duty with the City. If an employee who is off work due to duty-incurred or off-duty injury or illness does return to active duty upon return. In that case, they shall be entitled to the clothing allowance they would otherwise have been allowed to, but up to two such bi-annual payments.

<u>2023</u>		<u>2024</u>		<u>2025</u>		<u>2026</u>
475.00		475.00		489.25		503.93
		14.25		14.68		15.12
		489.25		503.05		519.05

8. ARTICLE XIV

Hospital and Surgical Insurance

Section 2. Any employee who retires from employment with the City under a regular pension at the statutory normal retirement and who has attained fifteen (15) years of full-time service with the City or retires under a disability pension (defined as occurring under Wisconsin Statutes 40.65, Duty Disability) shall be eligible for enrollment in the City's conventional hospital and surgical insurance program, under one of the following options:

9. ARTICLE XIX

Bereavement Leave

Section 1. The purpose of bereavement leave is to allow an employee time off to handle issues related to the funeral, attend funeral services or ceremonies, or take matters related to the resolution of the estate of specified relatives. Bereavement leave will be restricted to these types of activities. Upon application, a leave of absence of two (2) days with full pay shall be allowed in the event of the death of a member's spouse, child, father, mother, sister, brother, father-in-law or mother-in-law. If the relative's death occurs on or the news first arrives during a duty day when the employee is already at work, the employee is allowed to leave work; the duty day is considered bereavement leave, and the employee is entitled to the two (2) additional days applied above. Leave will normally be used for the two (2) scheduled work days immediately following the relative's death. Upon application, one (1) day with full pay shall be allowed in the event of the death of the member or member's spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-parent, step-child, step-brother/sister, Aunt, and Uncle. If the funeral falls on a scheduled workday and the member attends the funeral or service. Bereavement leave for those relatives that allow one (1) day off will normally be used within one (1) week (7 days) of the death. If a member needs to extend their grieving process for further actions of arrangements of family or due to a death that is not listed above. The member can add one

(1) day in with the allotted bereavement leave with the means of personal leave hours to be used in conjunction with the allotted bereavement leave, and the hours are non-restricted as a holiday, CTO, or sick leave.

10. ARTICLE XX

Military Leave

Section 1. Each member of the Association who is required to take a period of training with an organized unit of the Reserve Corps of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or the National Guard and who is ordered to active duty, shall be granted a leave of absence for a period not over 192 hours, eight (8) days, annually upon submission to the Fire Chief of evidence of receipt of authentic orders.

Section 2. Any member of the Association who has completed one (1) year of continuous service with the City shall be compensated for the difference between their base service pay and their base departmental compensation for a period equivalent to the approved military leave, but not to exceed 192 hours per year if the base service compensation is less than the base City compensation.

Section 3. If said orders begin on a duty day, the member will start their leave at 1900 hours; if said member's leave is remote, greater than a three (3) hour drive, said member can have the option to utilize the full day twenty-four (24) hours off, as part of their eight (8) day Military leave for their orders.

11. ARTICLE XXIX

Duration of Agreement

Section 1. This Agreement shall become effective January 1, 2024, and continue in full force and effect until December 31, 2026. The terms and conditions of this Agreement shall continue to apply until superseded by another Agreement, except as otherwise provided for by law.

12. APPENDIX A

Wage Increases

2024. Across-the-board wage increase of 3%; first full pay period in January 2024

2025. Across-the-board wage increase of 3%; first full pay period in January 2025;

2026. Across-the-board wage increase of 3%; first full pay period in January 2026.

****All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.**

Implementation of Letter of Understanding

Between the City of Franklin and the Franklin Professional Firefighter Association Local 2760, I.A.F.F.

The purpose of this side letter is to acknowledge that, before the end of 2013, the City of Franklin will increase the number of deferred compensation plans to include the Wisconsin Deferred Compensation Program (ETF) and Nationwide, unless 1) the provisions of the plan would restrict the City's participation in the plan like the current plans, 2) the plan has a fee or

administrative requirements substantially more burdensome than the current plans, or 3) the plan requires termination of any of the City's existing plans.

***Staff received approval to pursue these changes from the Personnel Committee on 12/18/2023 and the Common Council on 12/19/2023.**

Changes to Letter of Understanding:

Letter of Understanding Between the City of Franklin and the Franklin Professional Firefighter Association Local 2760, I.A.F.F.

In conjunction with the mutually negotiated language whereby Battalion Chiefs no longer select vacations and holidays in the same process with bargaining unit members and in the context of the mutually negotiated terms for a 2013-2015 Agreement, the City and Association agree as follows:

Removal of Sections 1 and 4.

Removal of Letter of Understanding:

Letter of Understanding Between the City of Franklin and the Franklin Professional Firefighter Association Local 2760, I.A.F.F.

The Director of Administration agrees to participate during 2017 in a Labor/Management Committee to investigate the benefits, drawbacks, costs, and comparable application of a new station alerting system and policy.

Addition of Letter of Understanding:

Letter of Understanding Between the City of Franklin and the Franklin Professional Firefighter Association Local 2760 I.A.F.F.

This side letter confirms a mutual agreement to a one-year trial for a schedule change affecting Firefighters, Firefighters/Paramedics, Lieutenants, or any other position within the bargaining unit. The trial will commence on the first day of the full FLSA cycle in 2025, deviating from Article VI, Section 3, subsection (b) in this CBA. The modified schedule will entail a weekly commitment of fifty-six (56) hours, with workdays comprising two consecutive twenty-four (24) hour periods starting at 7:00 a.m., followed by ninety-six (96) hours off.

The Union commits to developing the schedule change to ensure compliance with the FLSA, and the City agrees that Fire Department Management will approve the schedule before the trial begins. The trial will last one year, with a vote on whether to continue or reject the current schedule change to be collected by October 1 of the trial year.

Both parties acknowledge potential adjustments to the schedule, such as having one shift work on specific holidays like July 3rd and July 4th, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve, and Christmas Day. Furthermore, both parties agree to discuss selecting and allocating vacation hours per Article VIII, Vacations.

Addition of Letter of Understanding:

Letter of Understanding Between the City of Franklin and the Franklin Professional Firefighter Association Local 2760 I.A.F.F.

The City of Franklin and the Franklin Professional Firefighters Association Local 2760 jointly acknowledge interest in establishing the position of Captain in 2025. This position would provide additional authority and oversight on each of the three operational shifts in support of the Battalion Chief, directly supervise the operations and upkeep of each fire station, as well as ancillary management responsibilities based on department needs and the professional talents of each Captain. A primary goal of establishing this new rank is to provide a professional development pathway from company officer to Battalion Chief. Wages will be just and equitable, and off-time arrangements will be mutually agreed upon. The Captain is expected to assume the role of Acting Battalion Chief when required in the absence of the regularly assigned Battalion Chief.

Initially, it is planned that one Captain will be assigned to each operational shift, working the 56-hour-per-week work schedule. The intent is to promote these initial three Captain positions from current Franklin Fire Department Lieutenants. Each operational shift would be assigned one Captain and two Lieutenants during this initial transition.

Fire department staff will draft job descriptions and an implementation plan with City of Franklin staff and the Personnel Committee. As this process progresses, partnership and discussion with Franklin Professional Firefighters Association Local 2760 through our existing Labor/Management committee will be essential to its success.

- 13. Housekeeping:** Update the format and language of the contract for consistency purposes, including but not limited to capitalization, hyphens, underscoring, numbering, updating titles/names, etc.; and remove any references to outdated information (maintaining relative and the most up-to-date information).

APPENDIX A

1/1/2024 3% ***

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/ Firefighter		Paramedic/ Firefighter + Ladder Operator		Reserve Officer (R.O.)		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
Based on 2,912 hours																
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$21.39	\$5,190.51	\$22.03	\$5,346.23	\$33.91	\$5,877.10	\$22.42	\$5,440.99	\$22.65	\$5,495.40	\$22.98	\$5,577.01	\$23.54	\$5,712.33	\$23.87	\$5,792.33
Step 2 7-12 months	\$22.12	\$5,367.95	\$22.78	\$5,528.99	\$35.91	\$6,224.32	\$23.20	\$5,628.86	\$23.43	\$5,685.15	\$23.78	\$5,769.58	\$24.33	\$5,903.69	\$24.66	\$5,983.69
Step 3 13-24 months	\$25.78	\$6,251.56	\$26.53	\$6,439.11	\$37.94	\$6,576.60	\$27.02	\$6,557.73	\$27.29	\$6,623.31	\$27.70	\$6,721.67	\$28.39	\$6,888.22	\$28.72	\$6,968.22
Step 4 25-36 months	\$26.65	\$6,467.29	\$27.45	\$6,661.31	\$39.94	\$6,923.79	\$27.94	\$6,780.38	\$28.22	\$6,848.18	\$28.64	\$6,949.69	\$29.36	\$7,124.78	\$29.69	\$7,204.78
Step 5 37-48 months	\$27.54	\$6,682.95	\$28.37	\$6,883.44	\$41.93	\$7,268.45	\$28.90	\$7,013.45	\$29.19	\$7,083.58	\$29.62	\$7,188.79	\$30.35	\$7,364.81	\$30.68	\$7,444.81
Step 6 48+ months	\$30.35	\$7,364.81	\$31.26	\$7,585.75	\$43.98	\$7,623.23	\$32.67	\$7,928.43	\$33.00	\$8,007.71	\$33.49	\$8,126.64	\$34.32	\$8,328.48	\$34.65	\$8,408.48

*This position reflects a flat \$80/month increase above the Lieutenant position

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above

1/1/2025 3% ***

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/ Firefighter		Paramedic/ Firefighter + Ladder Operator		Reserve Officer (R.O.)		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
Based on 2,912 hours																
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$22.03	\$5,346.23	\$22.69	\$5,506.62	\$34.92	\$6,053.41	\$23.09	\$5,604.22	\$23.33	\$5,660.26	\$23.67	\$5,744.32	\$24.25	\$5,883.70	\$24.58	\$5,963.70
Step 2 7-12 months	\$22.78	\$5,528.99	\$23.47	\$5,694.86	\$36.99	\$6,411.05	\$23.89	\$5,797.73	\$24.13	\$5,855.70	\$24.49	\$5,942.67	\$25.06	\$6,080.80	\$25.39	\$6,160.80
Step 3 13-24 months	\$26.53	\$6,439.11	\$27.33	\$6,632.28	\$39.08	\$6,773.90	\$27.83	\$6,754.46	\$28.11	\$6,822.01	\$28.53	\$6,923.32	\$29.24	\$7,094.87	\$29.57	\$7,174.87
Step 4 25-36 months	\$27.45	\$6,661.31	\$28.27	\$6,861.15	\$41.14	\$7,131.50	\$28.78	\$6,983.79	\$29.07	\$7,053.63	\$29.50	\$7,158.39	\$30.24	\$7,338.52	\$30.57	\$7,418.52
Step 5 37-48 months	\$28.37	\$6,883.44	\$29.22	\$7,089.94	\$43.19	\$7,486.50	\$29.77	\$7,223.85	\$30.07	\$7,296.09	\$30.51	\$7,404.45	\$31.26	\$7,585.75	\$31.59	\$7,665.75
Step 6 48+ months	\$31.26	\$7,585.75	\$32.20	\$7,813.32	\$45.30	\$7,851.93	\$33.65	\$8,166.28	\$33.99	\$8,247.94	\$34.49	\$8,370.44	\$35.35	\$8,578.33	\$35.68	\$8,658.33

*This position reflects a flat \$80/month increase above the Lieutenant position

** All wage increases above are effective on the start of the pay period closest to but on or after, the date listed above

1/1/2026 3% ***

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/Firefighter		Paramedic/Firefighter + Ladder Operator		Reserve Officer (R.O.)		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$22.69	\$5,506.62	\$23.37	\$5,671.82	\$35.97	\$6,235.01	\$23.79	\$5,772.35	\$24.03	\$5,830.07	\$24.38	\$5,916.65	\$24.97	\$6,060.21	\$25.30	\$6,140.21
Step 2 7-12 months	\$23.47	\$5,694.86	\$24.17	\$5,865.71	\$38.10	\$6,603.38	\$24.61	\$5,971.66	\$24.85	\$6,031.37	\$25.22	\$6,120.95	\$25.81	\$6,263.22	\$26.14	\$6,343.22
Step 3 13-24 months	\$27.33	\$6,632.28	\$28.15	\$6,831.25	\$40.25	\$6,977.12	\$28.67	\$6,957.09	\$28.96	\$7,026.67	\$29.39	\$7,131.02	\$30.11	\$7,307.72	\$30.44	\$7,387.72
Step 4 25-36 months	\$28.27	\$6,861.15	\$29.12	\$7,066.98	\$42.38	\$7,345.45	\$29.64	\$7,193.30	\$29.94	\$7,265.24	\$30.38	\$7,373.14	\$31.15	\$7,558.68	\$31.48	\$7,638.68
Step 5 37-48 months	\$29.22	\$7,089.94	\$30.09	\$7,302.64	\$44.49	\$7,711.10	\$30.66	\$7,440.57	\$30.97	\$7,514.97	\$31.43	\$7,626.58	\$32.20	\$7,813.32	\$32.53	\$7,893.32
Step 6 48+ months	\$32.20	\$7,813.32	\$33.16	\$8,047.72	\$46.66	\$8,087.49	\$34.66	\$8,411.27	\$35.01	\$8,495.38	\$35.53	\$8,621.55	\$36.41	\$8,835.68	\$36.74	\$8,915.68

*This position reflects a flat \$80/month increase above the Lieutenant position

** All wage increases above are effective on the start of the pay period closest to but on or after, the date listed above



LABOR AGREEMENT

Between

THE CITY OF FRANKLIN

And

FRANKLIN PROFESSIONAL FIREFIGHTERS

I.A.F.F. Local 2760

2021-2023

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1 **CONTRACT**

2
3 **AGREEMENT BETWEEN THE CITY OF FRANKLIN**
4 **AND**
5 **THE FRANKLIN PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 2760, I.A.F.F.**
6

7 **PREAMBLE**
8

9 This agreement is made and entered into at Franklin, Wisconsin, pursuant to the provisions of
10 Section 111.70 and Section 111.77 Wisconsin Statutes, by and between the City of Franklin
11 hereafter referred to as the "City" and the Franklin Professional Fire Fighters Association Local
12 2760 I.A.F.F., hereafter referred to as "Association".
13

14 WITNESSETH: That it is the intent and purpose of this Agreement to provide sound and
15 mutually beneficial working relationships between the parties, to provide an orderly and peaceful
16 means of resolving any misunderstandings or differences which may arise, and to set forth herein
17 the basic and full agreement between the parties concerning the rates of pay, wages, hours, and
18 other conditions of employment.
19

20 **ARTICLE I**
21 **Recognition**
22

23 Section 1. The City recognizes the Association, Local 2760 I.A.F.F., as the exclusive bargaining
24 agent for the regular, full-time sworn Public Safety employees of the Fire Department of the City
25 of Franklin, but specifically excluding supervisory/management employees and those employees
26 determined by the W.E.R.C. as not being in the bargaining unit.
27

28 Section 2. The Association shall be the exclusive representative of all employees in the bargaining
29 unit in all conferences, negotiations, and grievances.
30

31 Section 3. The Association affirms that it does not assert the right to strike against the City, to assist
32 or participate in any strike, or to impose an obligation upon its members to conduct, assist, or
33 participate in such a strike.
34

35 Section 4. Dues Deductions.
36

- 37 a) Employer agrees to deduct monthly dues in the amount certified by the Association
38 from the pay of employees who individually sign a dues deduction authorization form
39 supplied by the Association affirmatively consenting to the deduction of dues from the
40 employee's paycheck.
41 b) It shall be the Association's responsibility to obtain dues authorization forms from new
42 employees and provide them to Employer no less than 30 days prior to the date in which
43 dues deductions are to commence.
44 c) Employer shall notify the Association of all new hires of the bargaining unit within 30
45 days of their start date.
46 d) Employer shall deduct the dues amount each month for each employee requesting such
47 deduction, upon receipt of such form and shall remit the total of such deductions, with

- 1 a list of employees from whom such sums have been deducted, to Association in one
2 lump sum not later than the end of each month.
- 3 e) Authorization of dues deduction by a voluntary member may be revoked upon notice
4 in writing to Employer or the Association.
- 5 f) No employee shall be required to join the Association, but membership in the
6 Association shall be made available to all employees in the bargaining unit who apply
7 consistently with either the Association's constitution and by-laws. No employee shall
8 be denied membership because of race, creed, color, sex or other legally protected class
9 status.
- 10 g) It is expressly understood and agreed that the Association will refund to the employer
11 or the employee involved any dues erroneously deducted by the employer and paid to
12 the Association. The Association shall indemnify and hold the employer harmless
13 against any and all claims, demands, suits, order, judgments or any other forms of
14 liability against Employer which may arise out of employer's compliance with this
15 Article.

16
17 **ARTICLE II**
18 **Management Rights**
19

20 Section 1. The Association recognizes that, except as specifically limited, abridged or relinquished
21 by the terms and provisions of the Agreement, all rights to manage, direct or supervise the
22 operations of the employer and employees are vested solely in the employer. Such rights, in
23 general, include, but are not limited to, the following:
24

- 25 (a) To determine its general business practices and policies and to utilize personnel,
26 methods, and means as it deems needed.
- 27
- 28 (b) To manage and direct the employees of the employer, to make assignments of jobs, to
29 determine the size and composition of the work force and each employee, and to
30 determine the competence and qualifications of the employees.
- 31
- 32 (c) To determine the methods, means, and personnel by which and the location where the
33 operations of the employer are to be conducted.
- 34
- 35 (d) To take whatever action may be necessary in situations of emergency.
- 36
- 37 (e) To hire, promote and transfer and lay off employees and to make assignments and
38 promotions to supervisory positions.
- 39
- 40 (f) To suspend, demote, or discharge employees for just cause. (Disciplinary acts and
41 procedures shall be subject to and governed by Section 62.13 (5) of the Wisconsin
42 Statutes).
- 43
- 44 (g) To establish or alter the number of shifts, hours of work, work schedules, methods or
45 process.
- 46
- 47 (h) To assign and schedule overtime work when required.
- 48

- 1 (i) To create new positions or departments, to introduce new or improved operations or
2 work practices, to terminate or modify existing positions, departments, operations or
3 work practices, and to consolidate existing positions, departments or operations.
4

5 **ARTICLE III**
6 **Negotiations**
7

8 Section 1. Either party may select for itself a negotiator or negotiators for the purpose of carrying on
9 conferences and negotiations under the provisions of Section 111.70 and Section 111.77 of the
10 Wisconsin Statutes.
11

12 Section 2. The Association agrees to submit any proposals relating to changes in wages, hours and
13 conditions of employment to the City no later than September 15th, in the year the contract
14 terminates. The parties agree that any negotiations relating to such proposals shall be commenced
15 no later than September 30th, of said year, and that every effort shall be made to conclude
16 negotiations on those matters which must be included in the Municipal budget before December
17 1st of said year. The dates set forth in this paragraph may be modified by the mutual consent of
18 the parties.
19

20 **ARTICLE IV**
21 **Association Activity**
22

23 Section 1. The Association agrees to conduct its business off the job as much as possible, but this
24 shall not prevent Association stewards or designated Association representatives from processing
25 grievances or engaging in routine business such as posting notices, etc., during regular working
26 hours, provided that such activities do not interfere with normal work operations and that such
27 stewards or representatives limit such activities to a reasonable time period after receiving
28 permission from their immediate supervisor outside the bargaining unit in advance of engaging in
29 such activities.
30

31 Section 2. Association stewards and designated Association representatives shall have the right to
32 post notices relating to legitimate Association business on bulletin board space supplied by the
33 City, provided that a copy of any such notice is given to the Chief prior to posting.
34

35 Section 3. One member of the Association's collective bargaining team may attend bargaining
36 sessions while on duty subject to call.
37

38 **ARTICLE V**
39 **Grievance Procedure**
40

41 Section 1. A grievance is defined as an alleged violation of a specific provision of this Agreement
42 and Departmental Policies and Procedures, and shall be handled in accordance with the following
43 procedure. In the event a grievance is required to be put in writing, it shall state the specific
44 provision of the Agreement and/or Departmental Policies and Procedures alleged to have been
45 violated.
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1 Section 2. Step One.

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- (a) If an employee has a grievance, he shall first present the grievance orally to his immediate supervisor, or the department head if such a department head is his immediate supervisor, either alone or accompanied with his Association's representatives. If no formal settlement is reached the grievance shall be reduced to writing and signed by the employee and his Association's representative and presented to the immediate supervisor within five (5) working days from the date the act or condition complained of occurred, or the employee or the Association with reasonable diligence could have known of the act or condition complained of.
- (b) The supervisor shall give his answer in writing within three (3) working days from the receipt of the written grievance.

15 Section 3. Step Two.

- (a) If no settlement is reached in Step One, the grievance shall be referred to the Fire Chief or his designee within five (5) days from the time the immediate supervisor was to have submitted his answer, unless such Fire Chief is the immediate supervisor, and the Fire Chief or his designee shall then hold a meeting with the employee and his Association representative within five (5) working days after referral to him to discuss the grievance. The Fire Chief or his designee shall give his written answer within three (3) working days of the meeting, which time may be extended by mutual agreement.
- (b) If the Fire Chief is the immediate supervisor, Step Two shall be by-passed and the employee may proceed to Step Three of the grievance procedure.

28 Section 4. Step Three.

- (a) If no settlement is reached in Step Two, then such grievance shall be submitted to the City Council's Personnel Committee, thru the HR Coordinator or the Director of Administration, within ten (10) days from the time the Fire Chief was to have submitted his answer. Said City Council's Personnel Committee shall hear such grievance within 30 days and render a decision within thirty (30) days after such grievance is heard, which time may be extended by mutual agreement. The City Council's Personnel Committee's decision shall be final unless a written request for arbitration is made by the Association within ten (10) calendar days of the receipt of the Committee's decision. The grievance will then be arbitrated by the Wisconsin Employment Relations Commission arbitrator, as provided for in Section 298.01 of the Wisconsin Statutes. The party requesting the arbitration shall file notice of appeal with the Wisconsin Employment Relations Commission.
- (b) The arbitrator so appointed shall hold a hearing at a time and place convenient to the parties. The arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute.
- (c) Upon completion of this hearing, the arbitrator shall be requested to render a written decision within thirty (30) calendar days after the conclusion of testimony and argument to both the City and the aggrieved employee and/or Union which shall be

1 final and binding upon the parties. In making his decision, the arbitrator shall have no
2 authority to grant wage increases or wage decreases. The arbitrator shall expressly
3 confine himself to the precise issue(s) submitted for arbitration and shall have no
4 authority to determine any other issues not so submitted to him or to submit
5 observations or declarations of opinion which are not directly essential in reaching the
6 determination. In any arbitration award, no right of management shall in any manner
7 be taken away from the City, nor shall any such right be limited or modified in any
8 respect excepting only to the extent that this Agreement clearly and explicitly expresses
9 an intent and agreement to divest the City of such right.

- 10
- 11 (d) All expenses which may be involved in the arbitration proceedings shall be borne by
12 the parties equally; however, expenses relating to the calling of witnesses or the
13 obtaining of depositions or any other similar expenses associated with such proceedings
14 shall be borne by the party at whose request such witnesses or depositions are required.
15 Either party requesting a transcript of the hearing shall bear the full cost of same.
- 16
- 17 (e) The term “working days” shall not include Saturdays, Sundays, or holidays.
- 18

19 **ARTICLE VI**
20 **Wages and Work Schedules**

21

22 Section 1. All provisions in this Contract which reference the position of Firefighter/Paramedic shall
23 refer only to Firefighter/Paramedics who have completed their initial paramedic training program.
24 Firefighter/Paramedics who have not yet completed their initial paramedic training program shall
25 be subject to all of the terms and conditions of employment for Firefighters as set forth in the
26 Agreement except rates of pay.

27

28 Section 2.

- 29
- 30 (a) The rates of pay for the various classifications of employees shall be as set forth in
31 Appendix A. The hourly wage rates shown in Appendix A, Wage Schedule, are for
32 payroll purposes only, monthly wage amounts are not subject to change. Appointments
33 of new hires shall normally be made at the established minimum (“Step 1”) rate of pay.
34 The initial appointment of a new hire above the established starting rate of pay may be
35 made by the City if it decides to hire a new employee with multiple years of experience.
36 Any such appointment must be at an established annual step level as shown in
37 Appendix A. If hired at “Step 2”, the employee would move to “Step 3” after six
38 calendar months, to “Step 4” after an additional 12 calendar months (18 months total)
39 and to each successive step after completing each successive 12 months. If the
40 employee is hired at steps 3 through 5, the employee would move to the next successive
41 step after each completed calendar year, meaning there would be no 6-month step
42 during the first year of employment. The Chief shall have the discretion (subject to the
43 oversight of the Mayor as required by law) of offering additional vacation also. This
44 provision does not alter the probation requirements, the seniority level of the new hire,
45 or any other years of service related benefit.
- 46
- 47 (b) Employees meeting the standards approved by the Fire Chief and assigned to ladder
48 truck driver operations by the Fire Chief shall receive a pay incentive of an additional

1 1% adjustment to base pay. The Fire Chief shall have the management right to limit
2 the number of employees assigned to ladder truck driver operations and shall have the
3 management right to define the required training and certification. Ladder truck
4 operator shall not be considered a promotional position; however, the Chief shall make
5 such assignment as a ladder truck driver to the most senior Firefighter or a
6 Paramedic/Firefighter meeting the required training and certification, unless said
7 individual previously had such designation revoked. Designation, and continued
8 designation, as a ladder truck operator shall be at the discretion of the Fire Chief.
9 (Supervisor of Equipment shall not be eligible for this additional compensation.)
10

11 (c) The City will agree to pay Paramedic pay retroactive from the initial date of Paramedic
12 training until the results of the National exam are posted, provided, however, the
13 employee passes the exam. If the employee fails to pass the exam at this first attempt,
14 the employee will not continue to accrue any additional potential amount of retroactive
15 pay. Once the employee successfully passes the exam, retroactive Paramedic pay will
16 be awarded for the initial training period (in an amount equal to the amount paid as if
17 the employee had passed the initial exam). If the employee never successfully passes
18 the exam, retroactive pay will not be awarded. Except for separation due to personal
19 medical reasons, an employee who leaves employment less than 3 years from the date
20 of receipt of the retroactive Paramedic pay will reimburse the City a pro-rated amount,
21 and the City is, hereby, authorized to deduct such reimbursement from any remaining
22 checks or payouts.
23

24 (1) Except for separation due to personal medical reasons, an employee who leaves
25 employment less than 3 years after completing ACLS (Advanced Cardiac Life
26 Support) and PALS (Pediatric Advanced Life Support) instructor training will
27 reimburse the City a pro-rated amount of the cost of the training fees, and the City
28 is hereby, authorized to deduct such reimbursement from any remaining checks
29 or payouts.
30

31 (d) For members approved by the Fire Chief to attend an alternate paramedic school and
32 approved for not attending the Milwaukee County EMS paramedic program, where the
33 City has agreed to reimburse the member the tuition and the cost for required books for
34 the member to attend another institution, the member's duty days that coincide with
35 said paramedic training and travel time will be alternatively covered by the City for the
36 purpose of staffing and the member shall still receive their hourly pay during their
37 absence on such portion of those duty days. Despite requiring approval to attend
38 paramedic training at another institution and despite the City funding the tuition
39 through reimbursement, the member's participation is voluntary. The member is not
40 eligible for reimbursement for any class that the member does not pass. Once a member
41 begins attending such an alternate program, the City has generally committed to two
42 (2) successive semesters of participation and, as such, shall not unreasonably withdraw
43 approval for such continued, unbroken participation.
44

45 Section 3. Hours of Work.
46

47 (a) The work week for the Fire Marshal "(or other members on a traditional 40-hour work
48 week) will be forty (40) hours per week, Monday through Friday, with Saturday and
49 Sunday off. The work day will be from 8:00 a.m. to 4:00 p.m. "(or for a four (4) day

1 per week employee will be from 7:00 a.m. to 5:00 p.m.) with time provided for lunch.
2 Flex time may be granted subject to mutual agreement of the chief and employee.
3

4 The Fire Marshal may occasionally be scheduled outside of his normal rotation to meet
5 the needs of the Department. Two (2) weeks notice of any change in starting times will
6 be given by the Employer.
7

- 8 (b) The normal work week for Firefighters, Firefighter/Paramedics, and Lieutenants shall
9 consist of an average of fifty-six (56) hours per week. The workday shall be a twenty-
10 four (24) hour period starting at 7:00 a.m. The work cycle shall be one (1) workday on
11 duty and one (1) workday off duty for six (6) consecutive workdays followed by three
12 (3) consecutive workdays off duty.
13

14 The duty day for Firefighters, Firefighter/Paramedics, and Lieutenants shall start at
15 7:00 a.m. and end at 4:00 p.m. with a one (1) hour lunch break, and 7:00 a.m. to 12:00
16 noon on Saturday and Sunday. Morning breaks shall be 15 minutes on week days and
17 30 minutes on days when there are approved scheduled training with the department-
18 approved trainer for those employees participating in the training. Employees will
19 ensure that they will prevent the breaks from negatively impacting operations. On all
20 Holidays listed in Article VII, excluding the 3 Personal Days, chores will be limited to
21 morning equipment checks, housekeeping chores, and chores determined as necessary
22 for department readiness by the Officer in Charge.
23

24 The City shall pay overtime, scheduled days off and otherwise act in accordance with
25 the requirements of the Fair Labor Standards Act.
26

- 27 (c) The City shall provide a two-week advanced notice to any firefighter,
28 firefighter/paramedic, or lieutenant for whom a shift change is required, except in the
29 case of a mandatory emergency call in, and such shift change is limited to an expected
30 minimum duration of 27 days in length, which duration may be justified by multiple
31 events or circumstances. Additionally, a member is only subject to one such shift
32 change occurrence per year, based upon the starting date of the shift change, and that a
33 single "occurrence" includes both the move off and the move back on to a shift (with
34 both such moves requiring the 14-day notice).
35

- 36 (d) The City will endeavor to provide the Union, by October 31st of each year, with a listing
37 of shift changes scheduled to occur at the start of the next calendar year. The City
38 acknowledges the organizational benefits of meeting such a deadline, and the Union
39 acknowledges that situations may occur that make it impractical or premature to meet
40 such deadline. This subsection shall not constrict or restrain in anyway the City's rights
41 retained in (c) above.
42

- 43 (e) Flexible Schedule Employee: The normal work week requirement of Section 3 (b)
44 above does not apply to up to a total of three Firefighters and/or Firefighter/Paramedics,
45 who are lowest in seniority, except as further described below. Such employees shall
46 be considered a "Flexible Schedule Employee." A maximum of three union personnel
47 may be assigned as a Flexible Schedule Employee at any given time. An assignment
48 as a Flexible Schedule Employee may not exceed a term of three calendar years
49 commencing with the January 1st following the date of hire. A Flexible Schedule

1 Employee assignment may not be given to personnel initially hired unless at least 39
2 individuals covered by the terms of this collective bargaining agreement (excluding the
3 Fire Marshall), including those on a leave of absence, are in a position to which Section
4 3 (b) above applies. In the event a departmental vacancy occurs among the 39 positions
5 to which Section 3 (b) above applies, the most senior Flexible Schedule Employee shall
6 be relieved of said assignment before or concurrent with the end of the third complete
7 (whole) FLSA cycle following the vacancy. Flexible Schedule Employees may be
8 moved regularly and frequently between shifts at the discretion of the Fire Chief subject
9 to the constraints set forth in the Flexible Schedule Employee Policy, "Scheduling"
10 section.

11
12 Section 4. Overtime pay. Overtime shall be at time and one-half. Overtime pay shall be based upon
13 a two (2) hour minimum for each call back, up to and including two (2) hours. Thereafter, overtime
14 shall be paid on the basis of ¼-hour increments.

15
16 Employees who are required to remain after the close of their shift shall not be entitled to the two
17 (2) hour minimum call back pay. However, overtime, if any, shall be paid on the basis of ¼-hour
18 increments. Employees who are required to report early for their shift are entitled to two (2) hour
19 minimum call back pay, up to and including two (2) hours.

20
21 Overtime can be taken as compensatory time off (C.T.O.) or as overtime pay, at the employee's
22 discretion, but in no event shall an employee be permitted to accumulate more than seventy-two
23 (72) hours of compensatory time. Any portion of a compensatory time balance accumulated may
24 be carried forward from one calendar year to a subsequent calendar year; however, any such
25 balance carried forward may only be taken off and may not be paid out, except in the case of
26 termination. Once per month, except in December, and in conjunction with the time sheets
27 submitted for the last pay date of each month, employees may request payout of any compensatory
28 time balance accrued during that calendar year (except as noted above). ["Accrued during that
29 calendar year" includes C.T.O. hours transferred between employees if the receiving employee
30 physically worked hours in that year comparable to the transferred amount of hours.] Payout is made
31 at the then current rate of pay. The City will not cancel previously approved compensatory time
32 off.

33
34 Overtime for Firefighters, Firefighter/Paramedics, and Lieutenants shall be for hours worked in
35 excess of the normal workday or normal work week and will be computed upon a two hundred
36 thirty (230) hours work month.

37
38 An employee who is required to be available to testify in court on the employee's off day will be
39 guaranteed a minimum of four (4) hours at the overtime rate. If the employee is required to stay
40 past 4 hours, the employee will be paid for the number of hours worked based on completed 15-
41 minute increments. The employee will report to work at 8:00 a.m. and will be assigned duties
42 that don't interfere with the employee being able to report to court. If an employee is released
43 from court duty in less than 4 hours, the employee can either choose to leave work and forfeit the
44 remainder of the 4 hours of overtime or the employee can elect to work thru the 4 hour period.

45
46 Section 5. Mileage will be paid at the IRS mileage reimbursement rate for members who use their
47 personal vehicles for required trainings and other use of personal vehicle for City or Department
48 business. A rate of \$1.00 per round trip will be paid for off-duty call backs and station transfers.

1 Section 6. Employees temporarily assigned to act as a higher ranking officer (including, but not
2 limited to Acting Lieutenant or Acting Battalion Chief) shall be paid a premium of one dollar and
3 fifty cents (\$1.50) per hour while filling that assignment.

4 Section 7. A trade of duty time may be made by any Association member with the approval of an
5 officer with notification to the Shift Commander when possible. Such approval shall not be
6 unreasonably withheld. However, a trade of duty time shall not interfere with the operations of the
7 Department, and the City shall not incur any overtime liability because of such trades. In addition
8 to current policy and for those otherwise within management rights, trades that are not within rank
9 or qualification (meaning Lieutenant, paramedic, and ladder operator), may be cancelled with at
10 least 48 hours' notice. Trading by a lieutenant with an approved Reserve Officer does not satisfy
11 the requirement that "one lieutenant shall be on duty at all times" and such trades shall be
12 considered trading below rank and may be cancelled. Association members recognize that
13 repayment of trades is an obligation between the members and it shall be the responsibility of the
14 individuals involved in the trade to see that they fulfill such obligation.

15
16 Section 8. In the event that a Firefighter/Paramedic wishes to leave the paramedic program he/she
17 may obtain a transfer to the position of Firefighter provided that the employee makes a written
18 request to the Department stating his/her reasons for the transfer; the employee is competent to
19 perform the duties of a Firefighter; a suitable replacement is available from Firefighter ranks and
20 the replacement volunteers to be transferred to the position of Firefighter/Paramedic; and the
21 replacement has successfully completed the paramedic training program.

ARTICLE VII Holidays

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26 Section 1. Members covered under this agreement will receive the following in regard to these
27 holidays:

- | | | | | | |
|----|----|------------------|----|----|----------------------------------|
| 29 | a) | New Year's Day | 35 | g) | The day after Thanksgiving |
| 30 | b) | President's Day | 36 | h) | December 24th |
| 31 | c) | Memorial Day | 37 | i) | December 25th |
| 32 | d) | Independence Day | 38 | j) | The day preceding New Year's Day |
| 33 | e) | Labor Day | 39 | k) | Three (3) Personal Days |
| 34 | f) | Thanksgiving Day | | | |

40
41 In 2021, employees will be allowed to select the number of stated holidays that they would like paid out
42 for rather than receiving time off for said holidays.

43 In 2022, employees will be paid out for at least two (2) of the stated holidays (not personal days) rather
44 than receiving time off for said holidays and may use the remaining stated holidays off with pay as well as
45 personal days. Employees may request to receive more than the two holidays and their personal days as
46 pay rather than taking the holidays and personal days as time off, up to the maximum number of holidays
47 earned.

48 In 2023 and thereafter, employees will be paid out for at least three (3) of the stated holidays (not personal
49 days) rather than receiving time off for said holidays and may use the remaining stated holidays off with
50 pay. Employees may request to receive more than three holidays and their personal days as pay rather than
51 taking the holidays and personal days as time off, up to the maximum number of holidays earned.

1 The stated holidays required to be taken as pay shall be paid on the first full pay period in January. All
2 remaining unscheduled/unused holidays as of 11/15 of each year will be paid out on the first pay period of
3 December each year.

4
5 For the initial calendar year of employment for a new employee, the new employee will receive
6 three personal days if they have a starting date prior to March 1, two personal days if they have a
7 starting date on or after March 1 but before July 1, 1 personal day if they have a starting date on
8 or after July 1 but before November 1, and no personal days if they have a starting date on or after
9 November 1.

10
11 Section 2. The Fire Marshal shall receive time off with pay at the rate of eight (8) hours per day for
12 each of the Holidays designated above at a time approved by the Fire Chief, provided, however,
13 that such time off for no more than two (2) holidays may be carried over into the next succeeding
14 calendar year. In the event that the Fire Marshal takes such holiday time off in advance of the
15 actual date of the holiday and terminates prior to such holiday date, the payment for such holiday
16 will be deducted from his final paycheck. In the event the Fire Marshal terminates and has not
17 taken time off for a holiday which has occurred prior to his or her termination, he or she shall
18 receive payment for such holiday on his or her final paycheck.

19
20 Section 3. Notwithstanding any other provision of the Agreement, holidays must be arranged so as
21 to not interfere with the normal operations of the Department.

22 Section 4. Subject to Article VII, Section 3 of the Agreement, holidays for Firefighters,
23 Firefighter/Paramedics, and Lieutenants shall be determined based on the employee's shift
24 seniority. The most senior employee on a shift shall have first opportunity to choose a holiday,
25 followed by the next senior employee and so forth until the employees have chosen all holidays.
26 Firefighters, Firefighter/Paramedics, and Lieutenants shall not choose holidays separately.
27 Firefighters, Firefighter/Paramedics, and Lieutenants shall be permitted to double up their
28 scheduled holidays or triple up at the discretion of the Fire Chief.

29
30 Section 5. Employees may elect to use one of their three (3) personal days as emergency leave to
31 deal with legitimate personal emergencies. Employees wishing to take such leave must first fully
32 inform the Chief of the reasons why they require such leave. The granting of time off for such
33 purposes shall be subject to the sole discretion of the Chief or other designated officer. However,
34 approval of such leave shall not be unreasonably withheld. The Chief or designated officer may
35 approve leave in any time increment he or she deems appropriate, not to exceed a total period of
36 one (1) personal day.

37
38 Section 6. Holidays. Firefighters, Firefighter/Paramedics, and Lieutenants shall receive one day's
39 pay or one work day off with pay per the annual schedule in Article VII, Section 1 for each holiday
40 designated in Article VII, Section 1 of the Agreement. Holidays shall be taken at a time approved
41 by the Fire Chief. Time off for no more than two (2) holidays may be carried over into the next
42 succeeding calendar year, except as may be permitted by the Fire Chief under special
43 circumstances, with the knowledge and approval of the Director of Administration. In the event
44 an employee takes such holiday time off in advance of the actual day of the holiday or is paid for
45 the holiday in advance of such holiday date and terminates prior to such holiday date, the payment
46 for such holiday will be deducted from his final paycheck. In the event an employee terminates
47 his/her employment and has not taken time off for a holiday which has occurred prior to his
48 termination, he shall receive payment for such holiday on his final paycheck.

49
50 Section 7. The City will not cancel previously approved holidays/personal days.

ARTICLE VIII
Vacations

Section 1. Vacation Benefits

- (a) The Fire Marshal covered under the terms of this Agreement shall have vacation benefits as follows:
- (1) Eighty (80) hours of vacation with full pay after completion of one (1) year of employment.
 - (2) One hundred twenty (120) hours of vacation with full pay after completion of seven (7) years of employment.
 - (3) One hundred sixty (160) hours of vacation with full pay after completion of thirteen (13) years of employment.
 - (4) Two hundred (200) hours of vacation with full pay after completion of eighteen (18) years of employment, provided the employee has accumulated at least one hundred thirty (130) days of sick leave in the year the vacation is to be taken.
 - (5) In the event that within the current and/or last five calendar years the employee has suffered a major illness or a series of successive major illnesses wherein the employee has used twenty (20) successive days of sick leave, and would have accumulated a sufficient number of sick days to qualify for the vacation benefit set forth above had such major illness not occurred, then those days taken for major illness sick leave shall be counted to arrive at the one hundred thirty (130) day sick leave accumulation required in (4) above.
- (b) Firefighters, Firefighter/Paramedics, and Lieutenants shall be entitled to vacation pay in accordance with the following schedule:
- (1) Six (6) working days of vacation with full pay after completion of one (1) year of employment.
 - (2) Nine (9) working days of vacation with full pay after completion of seven (7) years of employment.
 - (3) Twelve (12) working days of vacation with full pay after completion of thirteen (13) years of employment.
 - (4) Fifteen (15) working days of vacation with full pay after completion of eighteen (18) years of employment, provided the employee has accumulated at least sixty-five (65) days of sick leave in the year the vacation is to be taken.
 - (5) In the event that within the current and/or last five calendar years the employee has suffered a major illness or a series of successive major illnesses wherein the employee has used twenty (20) successive days of sick leave, and would have accumulated a sufficient number of sick days to qualify for the vacation benefit set forth above had such major

1 illness not occurred, then those days taken for major illness sick leave shall be counted to
2 arrive at the sixty-five (65) day sick leave accumulation required in (4) above.

3
4 Section 2. Notwithstanding any other provision contained in this Article, vacations must be
5 arranged, so as not to interfere with the normal operations of the department.

6
7 Section 3. Vacation allowance shall not be accumulated from year to year, except as may be
8 permitted by the Fire Chief under special circumstances, with the knowledge and approval of the
9 Director of Administration.

10
11 Section 4. Subject to Article VIII Section 2 of the Agreement, vacations for Lieutenants, Firefighters,
12 and Firefighter Paramedics shall be determined based on the shift seniority. In the first round, the
13 most senior shift employee shall be permitted to select two, three-day vacation cycles followed
14 by the next senior and so forth until all shift members have selected two, three-day cycles. All
15 employees who have earned additional vacation cycles will be permitted to select these cycles,
16 one three-day cycle at a time, in the established seniority rotation.

17
18 In 2021, all shift personnel are allowed to triple up on vacations (three individuals selecting the
19 same three-day cycle) provided, following completion of the vacation and holiday selection
20 (meaning after both selection steps combined, not after each selection step), a minimum of two
21 shift personnel are scheduled off on every work day of a shift throughout the year and further
22 provided that a Lieutenant (Fire or Med) is scheduled for every work day throughout the year.
23 (The Chief at his sole discretion may waive the “minimum of two shift personnel...” requirement
24 in the event of excessive staff vacancies.)

25
26 Beginning in 2022, the parties shall implement an open calendar for time off selections.
27 Employees are able to select time off, based on available openings on each day, without regard to
28 the number of employees already off on any given day, up to the allowable number of employees
29 off for each day (up to three (3)) and further provided that a Lieutenant (Fire or Med) is scheduled
30 for every work day throughout the year.

31
32 Section 5. A member will not be mandated in for service during the 4 days before a scheduled 9-day
33 vacation cycle, resulting in protection for an entire 13-day vacation cycle.

34
35 **ARTICLE IX**
36 **Longevity**
37

38 Section 1. Each eligible employee commencing the regular pay period following eligibility shall
39 receive longevity pay in addition to the regular salary based on the following schedule:

40

Length of Employment	Officers/Fire Marshal	Firefighters
After five 5 years of service	\$14.00/month	\$13.00/month
After ten 10 years of service	\$29.00/month	\$27.00/month
After fifteen 15 years of service	\$43.00/month	\$40.00/month
After twenty 20 years of service	\$58.00/month	\$53.00/month
After twenty-five 25 years of service	\$72.00/month	\$67.00/month

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ARTICLE X

Sick Leave

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Section 1. Sick leave for all employees shall accrue at the rate of one-half (.5) working day for each full month of service to the maximum cumulative total of one hundred eighty (180) days. A full month of service for the Fire Marshal and for other members who work a 40-hour work week (who shall accrue 8 hours of sick leave for each full month of service) shall refer to a month in which the individual receives pay for at least ten (10) regular work days (or 80 hours in the case of a four (4) day per week employee). A full month of service for Firefighters, Firefighter/Paramedics, and Lieutenants shall refer to a month in which they receive pay for at least five (5) regular work days.

Section 2. All unused accumulated sick leave credit is automatically canceled upon separation, except that employees that are laid off for reasons not discreditable to them will retain their unused accumulated sick leave provided they are re-appointed within one (1) year from the date of layoff.

Section 3. Any holiday, regular off-duty day, or vacation day falling during a member of the Department's absence due to a condition for which sick leave credit would be granted shall not be considered a chargeable day of sick leave.

Section 4. Except as otherwise required as a continuation of benefits under state and/or federal FMLA rules, at the start of the third calendar month following the date upon which an employee on sick leave reaches the end of the maximum allowable FMLA leave period, such employee continuing on sick leave will not continue to accrue additional sick leave until returning to work. (Example: If FMLA expires April 10, sick leave benefits cease accruing July 1.)

Section 5. An employee's maximum continuous use of sick leave, inclusive of FMLA leave, shall not exceed 90 sick days. A "Continuous" period is not interrupted by other paid leave types and is understood to be interrupted by a return to work of at least 3 consecutively scheduled work/shift days.

Section 6. Employees may be granted a leave of absence period in the event of medical need up to a maximum of 6 months for each of the initial-term and the extended-term, based upon documented medical need as provided by the employee, which is subject to independent medical examination at the cost of the City. Leave of absences shall continue to be administered in accordance with the policy as established from time to time by the City as set forth in the Employee Handbook.

Section 7. Sick Leave Incentive Program: Employees who do not take sick leave during a specified four-month period (January through April, May through August, and September through December) shall receive 8 hours of additional sick leave, provided the employee worked and was paid for working (including holiday, vacation, and comp-time) at least one complete FLSA cycle during that specified period (unless otherwise required by FMLA). Additionally, an employee receiving each of the 8-hour incentive awards during a calendar year shall receive an additional day (24 hours) of sick leave.

ARTICLE XI
Severance Pay Benefits

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Section 1. Upon separation, except in the case of discharge for cause or when the member has less than 5 years of service, the member shall be entitled to a Severance Pay Benefit generally based upon the employee’s amount of unused sick leave (sick leave balance) and upon a maximum benefit as calculated for each employee.

(a) Calculation of the Maximum Number of Severance Hours (Cap):

(1) Factor Method: The maximum number of hours for which an employee can receive a severance payout is equal to the product of (Y) the number of years of service (a fraction truncated to one decimal) completed prior to January 1, 2011, multiplied by (SBF) the applicable “Severance Benefit Factor” for the employee’s total years of service (as set forth in “(b)” below) multiplied by three-quarters (.75), plus the product of (Z) the employee’s number of years of service (a fraction truncated to one decimal) completed since January 1, 2011, multiplied by (SBF) the applicable “Severance Benefit Factor” for the employee’s total years of service (as set forth in “(b)” below).

[Max = (Y x SBF x .75) + (Z x SBF)]

(2) Grandfathering Current Maximum: For members hired prior to 8/31/12, the maximum number of hours for which an employee can receive a severance payout is the greater of that number calculated per number 1. above or the following:

Completed full years of service (max 30, no fraction) x 2 x 8 x 1.4

[Note: This formula equals the cap as per the 2010-2012 Agreement providing a cap of two (2) 8-hour days per year of service. The 1.4 factor adjusts for the adjusted hourly wage rate used within the formula at the time.]

(3) Forty-Hour-Per-Week Employees: For forty-hour-per-week employees, the maximum number of hours for which an employee can receive a severance payout is the following:

Completed full years of service (max 30, no fraction) x 2 x 8

(b) Severance Benefit Factor: The applicable Severance Benefit Factor for an individual is taken from the column/cell to the right of the column/cell that reflects the individual’s completed years of service.

Years of Service	Severance Benefit Factor	Years of Service	Severance Benefit Factor	Years of Service	Severance Benefit Factor
5	17.5	14	22.0	23	26.70
6	18.0	15	22.5	24	27.35
7	18.5	16	23.0	25	28.15
8	19.0	17	23.5	26	28.95
9	19.5	18	24.0	27	29.80
10	20.0	19	24.5	28	30.80
11	20.5	20	25.0	29	31.80

12	21.0	21	25.5	30+	33.33
13	21.5	22	26.1		

1
2 (c) Calculation of Severance Pay Benefit:

3
4 (1) The Severance Pay Benefit for an individual retiring, as per WRS, is the greater of
5 (i) or (ii) below, provided the requirements for that section are met:

6
7 (i) Factor Method:

8
9
$$\frac{\text{Number of Hours of Sick Leave at Separation}}{2} \times \text{Hourly Rate in Appendix A}$$

10 (including Ladder Operator Pay)

11
12 [Requirement Note: The “Number of Hours of Sick Leave at Separation” to be
13 applied within the formula is capped at twice the “Maximum Number of Severance
14 Hours” as calculated under “Factor Method” above. In other words, an individual
15 with a Maximum Number of Severance Hours calculated at 500 must have 1,000
16 (or two times) the number of hours of sick leave available on the book to receive
17 the maximum Severance Pay Benefit.]

18
19 (ii) Grandfathering Current Maximum:

20
21
$$\frac{\text{Number of Hours of Sick Leave at Separation}}{2} \times \text{Hourly Rate in Appendix A}$$

22 (including Ladder Operator Pay)

23
24 [Requirement Note: The “Number of Hours of Sick Leave at Separation” to be
25 applied within the formula is capped at the “Maximum Number of Severance
26 Hours” as calculated under “Grandfathering Current Maximum” above.]

27
28 (2) The Severance Pay Benefit for a Forty-Hour-Per-Week-Employee

29
30
$$\frac{\text{Number of Hours of Sick Leave at Separation}}{2} \times \text{Hourly Rate in Appendix A}$$

31 (including Ladder Operator Pay)

32
33 [Requirement Note: The “Number of Hours of Sick Leave at Separation” to be
34 applied within the formula is capped at the “Maximum Number of Severance
35 Hours” as calculated under “Forty-Hour-Per-Week-Employees” above.]

36
37 (3) The Severance Pay Benefit for an individual separating with at least 5 full years of
38 service, but not retiring as per WRS, is half of the Severance Pay Benefit calculated
39 in “(1) (i)” above.

40
41 (d) Employees Exceeding 30 Years of Service: The total number of years of service that can
42 be applied in the formulas within “(a)” above is 30 years of service. For individuals that
43 exceed 30 years of service, the employee’s actual number of years of service completed
44 since January 1, 2011 is used within the formula in (a) (1) “Factor Method,” above, and
45 the remaining possible years of service (30 minus years of service since January 1, 2011)
46 is applied as the years of service prior to 2011. (As such, an employee who stays beyond
47 the 30th year is increasing the maximum cap by adding additional fully credited year(s)
48 and dropping pre-2011 year(s) credited at three-quarters.)
49

1 Section 2. In the case of the death of an employee, that vacation which said employee has earned
2 up to his anniversary date, and holidays not taken, as in accordance with the existing Agreement,
3 shall be paid to the beneficiaries or estate.

4
5 **ARTICLE XII**
6 **Malpractice Insurance**

7
8 Section 1. The City shall provide malpractice insurance for all Firefighters,
9 Firefighter/Paramedics, and Lieutenants.

10
11 **ARTICLE XIII**
12 **Clothing Allowance**

13
14 Section 1. Each member covered by this Agreement and an employee actively at work on the
15 following referenced dates shall receive a uniform allowance in the amount of Four Hundred
16 Seventy-Five Dollars (\$475.00) per year effective 1/1/2017, which allowance shall be paid in two
17 (2) equal installments on the last payroll date of April and October of each year. Employees shall
18 not accrue clothing allowance pay for the period of time off work due to duty-incurred or off-duty
19 injury or illness, in the event that they do not return to active duty with the City. If an employee
20 who is off work due to duty-incurred or off-duty injury or illness does return to active duty, such
21 employee, upon return, shall be entitled to the clothing allowance that they would otherwise have
22 been entitled to, but not more than two such bi-annual payments.

23
24 Section 2. All new hired employees shall receive the full uniform allowance at their first pay period,
25 and shall not be eligible to receive any further clothing allowance during that calendar year. If an
26 employee terminates their employment with the City within the first 6 months of employment, the
27 employee shall be required to pay back half (50%) of the uniform allowance, and the City is, hereby,
28 authorized to deduct such reimbursement from any remaining checks or payouts.

29
30
31
32 **ARTICLE XIV**
33 **Hospital and Surgical Insurance**

34
35
36 Section 1. Employee Share of Monthly Health Insurance Premium (Premium Co-Pay). Employees
37 may participate in the Health Insurance Plans offered by the City, in accordance with the eligibility
38 criteria of the plan, and will pay a percentage of the applicable monthly health insurance premium
39 as determined by the Common Council from time-to-time and as subsequently incorporated into
40 the Employee Handbook, which rate shall be the same as generally applies to non-represented, non-
41 supervisory employees except regarding the High Deductible Plan (which allows participation in a
42 Health Savings Account) the “with HRA” rate shall not exceed 15% of the monthly premium and
43 the “without HRA” rate shall not exceed 20% of the monthly premium.

44
45 Section 2. Any employee who retires from employment with the City under a regular pension at
46 statutory normal retirement age and who has attained twenty (20) years of full-time service with
47 the City or retires under a disability pension (defined as occurring under Wisconsin Statutes 40.65,
48 Duty Disability) shall be eligible for enrollment in the City’s conventional hospital and surgical
49 insurance program, in accordance with one of the following options.

1
2 (a) If said retirement does not involve or pertain to a Wisconsin Statutes 40.65, Duty
3 Disability, the City shall pay seventy-five percent (75%) of the premium amount in
4 effect on the date the employee retires, whatever that figure may be, and will continue
5 to pay that amount toward the employee's health insurance coverage so long as the
6 employee is retired and until the retired employee qualifies for Medicare. Coverage
7 shall not be extended to the retiree while he is covered by another health plan of equal
8 or better benefit at no additional cost to the employee. Coverage shall terminate in the
9 event of the retiree's death.

10
11 For retirements occurring after 1/1/2019, the following parameter or clarification applies.
12 Where it is referenced above that the City shall pay seventy-five percent (75%) of the retiree
13 health insurance premium upon retirement from the City service, that amount may vary, as
14 described further below, in the event the employee changes between plan types, including
15 but not limited to single, family, high-deductible, or PPO plan types. If said retiree switches
16 from a higher-premium plan type to a lesser-premium plan type, the City will continue to
17 pay only 75% of the lesser-premium plan type that was in effect on the date of retirement;
18 however, if a retiree elects a plan type with a lesser premium at or after retirement and
19 subsequently switches back to a higher-premium plan type, the City will revert to paying
20 75% of the higher-premium plan type that was in effect on the date of retirement only if the
21 added dependents were eligible for coverage on the date of retirement. Additionally, in the
22 event a retiree selects or reverts to a plan type during an eligible continuation period, as
23 provided for above, and that premium-type did not exist on the retiree's premium share
24 calculation date (retirement date), the applicable retro-active premium-type rate shall be
25 calculated based upon a percentage of the family plan using the then current year's premium
26 rates.

27
28 (b) If said retirement involves an employee who retires from employment with the City
29 under Wisconsin Statutes 40.65, Duty Disability, and who is disabled from a range of
30 jobs (not just fire service) and unable to work, the City shall pay seventy-five percent
31 (75%) of the cost toward the plan-type premium (i.e. single, family, high-deductible,
32 etc.) amount in effect on the date the employee retires, whatever that figure may be,
33 and will continue to pay that amount toward the employee's health insurance coverage
34 so long as the employee is retired and enrolled in the plan and until the retired
35 employee qualifies for Medicare, except as noted immediately hereafter. If said retiree
36 switches from a higher-premium plan-type to a lesser-premium plan type, the City will
37 continue to pay only 75% of the lesser-premium plan-type that was in effect on the
38 date of retirement; however , if a retiree elects a plan-type with a lesser premium at or
39 after retirement an subsequently switches back to a higher-premium plan-type, the City
40 will revert to paying 75% of the higher-premium plan-type that was in effect on the
41 date of retirement only if the added dependents were eligible for coverage on the date
42 of retirement. Coverage shall not be extended to the retiree while he is covered by
43 another health plan of equal or better benefit at no additional cost to the employee.
44 Coverage shall terminate in the event of the retiree's death.

45
46 (c) If said retirement involves an employee who retires from employment with the City
47 under Wisconsin Statutes 40.65, Duty Disability, and who is not disabled from a range
48 of jobs but is unable to work in the fire service, eligibility for continued enrollment in
49 the City's conventional hospital and surgical insurance program shall be for 10 years
50 from the date of the end of the month of the last day worked, except when the duty
51 disability is presumptively caused. In the event of a 40.65 duty disability

1 presumptively caused by employment as per Wisconsin Statutes 891.455 or its
2 successor, while such statute remains in effect, the 10-year allowance (eligibility)
3 period shall be extended for a period of 5 years beyond the last episode of the condition
4 (occurring during that 10-year period) that established the presumptive evidence of
5 disability. In this instance, the City shall pay seventy-five percent (75%) of the cost
6 toward the plan-type premium (i.e. single, family, high-deductible, etc.) amount in
7 effect on the date the employee retires, whatever that figure may be, and will continue
8 to pay that amount toward the employee's health insurance coverage so long as the
9 employee is retired and enrolled in the plan and until the retired employee qualifies for
10 Medicare, except as noted immediately hereafter. If said retiree switches from a
11 higher-premium plan-type to a lesser-premium plan type, the City will continue to pay
12 only 75% of the lesser-premium plan-type that was in effect on the date of retirement;
13 however, if a retiree elects a plan-type with a lesser premium at or after retirement and
14 subsequently switches back to a higher-premium plan-type, the City will revert to
15 paying 75% of the higher-premium plan-type that was in effect on the date of
16 retirement only if the added dependents were eligible for coverage on the date of
17 retirement. Coverage shall not be extended to the retiree while he is covered by
18 another health plan of equal or better benefit at no additional cost to the employee.
19 Coverage shall terminate in the event of the retiree's death.
20

21 Section 3. Rehiring Preference: Individuals receiving a 40.65 duty disability after the effective date
22 of this contract may be considered as eligible for placement on a 'Reinstatement List' for a period
23 of three years after the date of receipt of the duty disability, provided such individual meets the
24 qualifications of the position and submits a completed application during the advertising period.
25 After such 3-year period, the individual may receive a hiring preference equivalent to the
26 "Veterans Rating Adjustment" as provided for by section 5.7.3, or its successor, of the Civil
27 Service System Personnel Administration Program, subject to submission of supporting
28 documentation as may be determined by the City. This provision does not create a property
29 interest in any position or right to employment with the City, nor enhance any such interest or
30 right that may be determined to exist absent this language.
31

32 Section 4. The parties acknowledge that by operation of Wisconsin Statute Section
33 §111.70(4)(mc)(6) the design and selection of the health care coverage plan is a prohibited subject
34 of bargaining, and, as such, City has the right to create additional plan types, such as but not
35 limited to Employee plus one or high-deductible plans.
36

37 **ARTICLE XV**

38 **Dental Insurance**

39
40 Section 1. Dental Insurance shall be made available by the City which benefit levels shall be the
41 same as generally applies to non-represented, non-supervisory employees. The City shall pay
42 100% of the single premium. An Employee shall pay the difference between the single premium
43 and any other plan-type premium selected by the Employee.
44

45 **ARTICLE XVI**

46 **Life Insurance**

47
48 Section 1. The City shall pay the full premium of the Life Insurance Plan currently in effect for each
49 member, and shall retain the right to designate the insurance carrier.

1
2 **ARTICLE XVII**
3 **Wisconsin Retirement Fund**
4

5 Section 1. For all employees covered by this Agreement who were hired prior to July 1, 2011, and
6 who participate through the City of Franklin in WRS:

7
8 (a) effective the start of the pay period closest to, but on or after, January 1, 2013,
9 each such employee will pay a portion of the contribution required by the WRS
10 equal to 3% of the employee's gross earnings, per WRS Guidelines, and
11

12 (b) effective the start of the pay period closest to, but on or after, January 1, 2014,
13 each such employee will pay a portion of the contribution required by the WRS
14 equal to the full employee share, as identified by WRS and as per WRS Guidelines
15 (currently the employee share of the WRS rate as actuarially determined by the
16 WRS for general employees).
17

18 Section 2. In accordance with State law and effective January 1, 2013, all employees covered by
19 this agreement who were hired on or after July 1, 2011, must contribute the full employee's share
20 to the WRS Pension Plan, which is currently defined as the WRS rate as actuarially determined
21 by the WRS for general employees.
22

23 **ARTICLE XVIII**
24 **Worker's Compensation**
25

26 Section 1. All employees covered by this Agreement who are eligible for Worker's Compensation
27 benefits for temporary-total or temporary-partial disability because of their employment with the
28 City, shall be paid full wages in lieu of weekly Worker's Compensation benefits for a period of
29 up to thirty (30) weeks from the date of illness or injury. In no event will such supplemental pay
30 and Worker's Compensation benefit exceed, in aggregate, the employee's normal net "take home"
31 pay. As indicated, this does not impact benefits for permanent disability.
32

33 Section 2. Any Worker's Compensation payments received by said member shall be paid over to
34 the City. When the City shall have made any such payment and the employee makes claim for
35 damages other than disability insurance carried by an employee at his own expense against any
36 third party and/or such third party's insurer, the City shall be entitled to receive from any damage
37 recovery by such employee, reimbursement for wages paid in the same proportion as prescribed
38 by Section 102.29 of the Wisconsin Statutes governing Worker's Compensation.
39

40 Section 3. WRS rules provide for a suspension of applying employee-required contributions while
41 receiving temporary disability compensation but also provides for the employer to make a full
42 recovery (reimbursement) of all suspended payments following a return to work. Therefore, in
43 order to comply with Section 1 and to avoid a reduction in normal net "take home" pay following
44 return to work after receiving temporary Workers Compensation disability payments, the
45 employee authorizes a voluntary payroll deduction equal to the equivalent amount of WRS
46 payments that would otherwise be due when maintaining the employee's normal net "take home"
47 pay. The City will then offset this voluntary deduction against allowable additional employee-
48 required contributions that may be recovered from the employee's earnings after the employee
49 returns to work. The aggregate or net impact over the period while receiving temporary Workers

1 Compensation disability payments and after the employee returns to work is to maintain the
2 employee's normal net "take home" pay.

3
4 Section 4. Any holiday, regular off-duty day, or vacation day falling during a member of the
5 Department's absence due to a condition for which the employee is off work receiving Workers
6 Compensation disability payments shall not be considered a chargeable day of workers
7 compensation leave, except as may be required under FMLA. An employee who is off work on
8 workers compensation may repost one 3-day vacation cycle per calendar year, provided the
9 vacation occurred during the period of workers compensation leave.

10
11 **ARTICLE XIX**
12 **Funeral Leave**
13

14 Section 1. The purpose of funeral leave is to allow an employee time off to handle issues related to
15 the funeral, attend funeral services or ceremonies, or to handle matters related to the resolution of
16 the estate of specified relatives. Funeral leave will be restricted to these types of activities. Upon
17 application, a leave of absence of two (2) days with full pay shall be allowed in the event of the
18 death of a member's spouse, child, father, mother, sister, brother, father-in-law or mother-in-law.
19 If the relative's death occurs on or the news first arrives during a duty day when the employee is
20 already at work, the employee is allowed to leave work; the duty day is considered funeral leave;
21 and the employee is allowed the two (2) additional days applied above. Leave will normally be
22 used the two (2) scheduled work days immediately following the death of the relative. Upon
23 application, one (1) day with full pay shall be allowed in the event of the death of the member's
24 brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, step-parent, step-child
25 and step-brother/sister. Upon application, one (1) day with full pay shall be granted in the event
26 of the death of the member's aunt or uncle, if the funeral falls on a scheduled workday and the
27 member attends the funeral or service. Funeral leave for those relatives that allow 1 day off will
28 normally be used within 1 week (7 days) of the death. Both parties recognize that these time
29 constraints may not fit all situations and provisions will be made to provide for such leave for
30 services that fall outside the norm.

31
32 Section 2. All applications for funeral leave shall be in writing and accompanied by a copy of the
33 obituary for the deceased. The leave request shall be submitted to the Fire Chief, or another officer
34 in the Chief's absence, at the time of request for such leave. The funeral leave is not to be deducted
35 from sick leave. If a funeral occurs during a scheduled vacation or holiday, funeral leave can be
36 substituted for the vacation or holiday leave.

37
38 **ARTICLE XX**
39 **Military Leave**
40

41 Section 1. Each member of the Association who is required to take a period of training with an
42 organized unit of the Reserve Corps of the United States Army, Navy, Air Force, Marine Corps,
43 Coast Guard, or the National Guard, and who is ordered to active duty, shall be granted a leave of
44 absence for a period not in excess of 112 hours annually upon submission to the Fire Chief of
45 evidence of receipt of authentic orders.

46
47 Section 2. Any member of the Association who has completed one (1) year of continuous service
48 with the City shall be compensated for the difference between their base service pay and their
49 base departmental compensation for a period equivalent to the approved military leave, but not to

1 exceed 112 hours per year, if the base service compensation is less than the base City
2 compensation.

3
4 **ARTICLE XXI**

5 **College Educational Incentive Program**

6
7 Section 1. Employees who have completed 2 years of full-time service with the City shall be eligible
8 for the following education reimbursement:

9
10 (a) Five (5) members per year may be reimbursed for tuition for college classes up to a
11 maximum of \$1000 each. To be eligible for this reimbursement, the following
12 conditions must be met:

13
14 (1) Tuition reimbursement is subject to approval by the Fire Chief.

15
16 (2) Tuition reimbursement will be paid after proof of completion of the course and
17 grade, such as a transcript, are submitted to the Chief. An employee will be
18 reimbursed up to \$1000 if he attains an A, up to \$750 for a B, and up to \$500 for
19 a C.

20
21 (3) An employee who receives tuition reimbursement from the City agrees to continue
22 his/her employment with the City for 2 years following the date of the education
23 reimbursement. An employee who leaves employment less than 2 years from the
24 date of reimbursement shall reimburse the City for all such tuition reimbursement
25 received during the previous 2 years, and the City is, hereby, authorized to deduct
26 such reimbursement from any remaining checks or payouts.

27
28 (4) The City shall not be responsible for the cost of any books, supplies, or other items
29 and services. The City shall be responsible for tuition only to the extent set forth
30 in this Section (a) above.

31
32 (b) Employees who receive State Certification for recognized State Certification courses
33 shall receive \$3.00 per month for each level of State Certification, including but not
34 limited to the following: M.P.O., Instructor, Officer, Fire Inspection, Car Seat
35 Technician, SCBA Technician, Aerial, and EMT Instructor.

36
37 Section 2. Payment shall be made within thirty (30) days following the close of each calendar year.

38
39 Section 3. The City will reimburse payments made by employees for registration on the National
40 Registry of Emergency Medical Technicians if registry on the list is required for continued
41 participation in the Paramedic Program.

42
43 **ARTICLE XXII**

44 **Voluntary Benefit Provisions**

45
46 Section 1. AFLAC. Employees shall have the option of purchasing short-term disability insurance,
47 personal accident insurance, personal hospital intensive care insurance, and/or cancer protection
48 insurance from AFLAC. Employee participation in this 100% employee paid benefit requires that
49 premiums be paid through payroll deduction.

1 **ARTICLE XXIII**

2 **Direct Deposit**

3
4 Section 1. All employees will be required to sign up for Direct Deposit of payroll checks. The City
5 agrees to pay for the cost of any fees imposed as a result of the City's error.

6
7 Section 2. The City agrees to provide electronic transfer of employee deferred compensation
8 contributions to City approved deferred compensation plans.

9
10 **ARTICLE XXIV**

11 **Donation of Vacation Time**

12
13 Section 1. Employees may donate vacation time to another employee in the event of illness or injury
14 if the ill or injured employee does not have sick, compensatory, or vacation time left in his/her
15 account. An employee may donate a maximum of 25% of such donor employee's current
16 accumulated vacation time during the subsequent two (2) year period. There shall be an aggregate
17 limit to such transfer of vacation time by all other employees to any one employee of two hundred
18 (200) hours in a two (2) year period. All such requests for transfer of vacation time under this
19 Section shall be in writing and approved by the Director of Administration. This donation of time
20 is also subject to discretion of the employee's Department Head and based on workload and
21 staffing of the Department.

22
23 **ARTICLE XXV**

24 **Promotions**

25
26 Section 1. Promotions shall be affected in accordance with Section 62.13 Wis. Stats. The City shall
27 post promotional opportunities on a bulletin board where bargaining unit employees are working
28 for a period of fifteen (15) calendar days.

29
30 Section 2. An employee selected for promotion shall be given a trial period which shall be set by the
31 Fire Chief but shall not be less than thirty (30) days. The trial period shall not include any initial
32 period designated for employee training. If during the trial period the employee is found not to
33 be qualified or does not wish to continue employment in the position to which he/she is promoted,
34 the City shall return the employee to his/her former position.

35
36 **ARTICLE XXVI**

37 **Consolidation**

38
39 Section 1. Should the City decide to consolidate its Fire Department with another municipality(ies),
40 the City will honor the existing contract for wages and benefits until a new service provider is in
41 place. Once the decision to consolidate is made, the City will agree to have the Union represented
42 in the consolidation process and will be open to their concerns.

43
44 **ARTICLE XXVII**

45 **Special Duty Pay**

46
47 Section 1. Members who are active on a technician level Haz-Mat Team (as defined by NFPA 472)
48 or a technician level Technical Rescue Team (as defined by NFPA 1670c.11; including trench and

1 excavation search and rescue; along with the sub-disciplines of confined space search and rescue,
2 rope rescue, and vehicle and machinery rescue) or a Dive Team that is, and for the period that it
3 continues to be, designated by the Fire Chief, at his sole discretion, as authorized to engage in
4 mutual aid as a Dive Team shall receive a premium pay of \$46.00/month. The determination of
5 membership on these teams shall be at the sole discretion of management, using the current
6 promotion process for appointment to the Teams. Special duty pay does not apply to a general
7 level of competency in a functional or operational area that is generally expected of all members
8 of the department.

9
10 **ARTICLE XXVIII**
11 **Long Term Disability**

12
13 Section 1. A voluntary Long-Term Disability Insurance Policy will be offered to all members of
14 this agreement. The members will pay all costs of this voluntary program. The City will provide
15 for a payroll deduction, and forward the premium payments to the agreed upon insurance
16 company.

17
18 **ARTICLE XXIX**
19 **Duration of Agreement**

20
21 Section 1. This Agreement shall become effective January 1, 2021 and shall continue in full force
22 and effect until December 31, 2023. The terms and conditions of this Agreement shall continue
23 to apply until superseded by another Agreement, except as otherwise provided for by law.

24
25 Section 2. The terms of this Agreement shall not be changed or altered by any subsequent Ordinance,
26 Resolution, Executive Order, or Legislative Act of any kind during the duration of this Agreement
27 unless both parties to this Agreement agree to such change or alteration. In the event of an
28 impasse, each party reserves the right to seek agreement through mediation/arbitration.

29
30
31 Section 3. If any part or all parts of this Agreement are invalid, it shall not invalidate the entire
32 Agreement.

33
34
35 **IN WITNESS THEREOF**, the parties have hereunto set their hands and seals this ____ day of
36 _____, 2021 at Franklin, Wisconsin.

37
38
39 _____
40 Mayor, Steve Olson

President,

41
42 _____
43 Director of Clerk Services, Sandra Wesolowski

Vice-President,

44
45 _____
46 Director of Administration, Peggy Steeno

Treasurer,

47
48 _____
Secretary,

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Bargaining Member,

Bargaining Member,

APPENDIX A

The following are the rates of pay for the various classifications of employees:

Rates for this table were established in the prior labor agreement

4/1/2021 2.5% ***

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/Firefighter		Paramedic/Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$19.57	\$4,748.22	\$19.76	\$4,795.70	\$31.02	\$5,376.29	\$20.51	\$4,977.34	\$20.72	\$5,027.11	\$21.53	\$5,225.56	\$21.86	\$5,305.56
Step 2 7-12 months	\$20.24	\$4,910.52	\$20.44	\$4,959.63	\$32.85	\$5,693.92	\$21.22	\$5,149.21	\$21.43	\$5,200.70	\$22.26	\$5,400.62	\$22.58	\$5,480.62
Step 3 13-24 months	\$23.57	\$5,718.85	\$23.80	\$5,776.04	\$34.71	\$6,016.18	\$24.72	\$5,998.92	\$24.97	\$6,058.91	\$25.97	\$6,301.25	\$26.30	\$6,381.25
Step 4 25-36 months	\$24.38	\$5,916.18	\$24.62	\$5,975.34	\$36.54	\$6,333.79	\$25.56	\$6,202.59	\$25.82	\$6,264.62	\$26.86	\$6,517.65	\$27.19	\$6,597.65
Step 5 37-48 months	\$25.19	\$6,113.47	\$25.44	\$6,174.60	\$38.36	\$6,649.08	\$26.44	\$6,415.80	\$26.70	\$6,479.96	\$27.76	\$6,737.23	\$28.09	\$6,817.23
Step 6 48+ months	\$27.76	\$6,737.23	\$28.04	\$6,804.60	\$40.23	\$6,973.63	\$29.89	\$7,252.81	\$30.19	\$7,325.34	\$31.40	\$7,618.77	\$31.73	\$7,698.77

*This position reflects a flat \$80/month increase above the Lieutenant position.

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

1/1/2022 2% ***

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/Firefighter		Paramedic/Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$19.96	\$4,843.18	\$20.16	\$4,891.61	\$31.64	\$5,483.82	\$20.92	\$5,076.89	\$21.13	\$5,127.66	\$21.96	\$5,330.07	\$22.29	\$5,410.07
Step 2 7-12 months	\$20.64	\$5,008.73	\$20.85	\$5,058.82	\$33.51	\$5,807.80	\$21.64	\$5,252.19	\$21.86	\$5,304.71	\$22.70	\$5,508.63	\$23.03	\$5,588.63
Step 3 13-24 months	\$24.04	\$5,833.23	\$24.28	\$5,891.56	\$35.40	\$6,136.50	\$25.22	\$6,118.90	\$25.47	\$6,180.09	\$26.49	\$6,427.28	\$26.82	\$6,507.28
Step 4 25-36 months	\$24.87	\$6,034.50	\$25.12	\$6,094.85	\$37.27	\$6,460.47	\$26.07	\$6,326.64	\$26.33	\$6,389.91	\$27.40	\$6,648.00	\$27.73	\$6,728.00
Step 5 37-48 months	\$25.70	\$6,235.74	\$25.95	\$6,298.10	\$39.13	\$6,782.06	\$26.97	\$6,544.12	\$27.24	\$6,609.56	\$28.32	\$6,871.97	\$28.65	\$6,951.97
Step 6 48+ months	\$28.32	\$6,871.97	\$28.60	\$6,940.69	\$41.04	\$7,113.10	\$30.49	\$7,397.87	\$30.79	\$7,471.85	\$32.02	\$7,771.15	\$32.35	\$7,851.15

*This position reflects a flat \$80/month increase above the Lieutenant position

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above

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7/1/2022 1% ***

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/Firefighter		Paramedic/Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
	Based on 2 912 hours		Based on 2,912 hours		Based on 2 080 hours		Based on 2 912 hours		Based on 2 912 hours		Based on 2 912 hours		Based on 2 912 hours	
Step 1 0-6 months	\$20.16	\$4,891.61	\$20.36	\$4,940.53	\$31.95	\$5,538.66	\$21.13	\$5,127.66	\$21.34	\$5,178.94	\$22.18	\$5,383.37	\$22.51	\$5,463.37
Step 2 7-12 months	\$20.85	\$5,058.82	\$21.06	\$5,109.41	\$33.84	\$5,865.88	\$21.86	\$5,304.71	\$22.08	\$5,357.76	\$22.93	\$5,563.72	\$23.26	\$5,643.72
Step 3 13-24 months	\$24.28	\$5,891.56	\$24.52	\$5,950.48	\$35.76	\$6,197.87	\$25.47	\$6,180.09	\$25.72	\$6,241.89	\$26.75	\$6,491.55	\$27.08	\$6,571.55
Step 4 25-36 months	\$25.12	\$6,094.85	\$25.37	\$6,155.80	\$37.64	\$6,525.07	\$26.33	\$6,389.91	\$26.60	\$6,453.81	\$27.67	\$6,714.48	\$28.00	\$6,794.48
Step 5 37-48 months	\$25.95	\$6,298.10	\$26.21	\$6,361.08	\$39.52	\$6,849.88	\$27.24	\$6,609.56	\$27.51	\$6,675.66	\$28.60	\$6,940.69	\$28.93	\$7,020.69
Step 6 48+ months	\$28.60	\$6,940.69	\$28.89	\$7,010.10	\$41.45	\$7,184.23	\$30.79	\$7,471.85	\$31.10	\$7,546.57	\$32.34	\$7,848.86	\$32.67	\$7,928.86

*This position reflects a flat \$80/month increase above the Lieutenant position

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

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1/1/2023 2% ***

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/Firefighter		Paramedic/Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
	Based on 2 912 hours		Based on 2,912 hours		Based on 2,080 hours		Based on 2 912 hours		Based on 2 912 hours		Based on 2 912 hours		Based on 2 912 hours	
Step 1 0-6 months	\$20.56	\$4,989.44	\$20.77	\$5,039.33	\$32.59	\$5,649.43	\$21.55	\$5,230.21	\$21.77	\$5,282.51	\$22.63	\$5,491.04	\$22.96	\$5,571.04
Step 2 7-12 months	\$21.26	\$5,160.00	\$21.48	\$5,211.60	\$34.52	\$5,983.20	\$22.30	\$5,410.80	\$22.52	\$5,464.91	\$23.39	\$5,674.99	\$23.72	\$5,754.99
Step 3 13-24 months	\$24.76	\$6,009.39	\$25.01	\$6,069.48	\$36.47	\$6,321.83	\$25.98	\$6,303.69	\$26.24	\$6,366.73	\$27.29	\$6,621.38	\$27.62	\$6,701.38
Step 4 25-36 months	\$25.62	\$6,216.75	\$25.87	\$6,278.92	\$38.40	\$6,655.57	\$26.86	\$6,517.71	\$27.13	\$6,582.89	\$28.22	\$6,848.77	\$28.55	\$6,928.77
Step 5 37-48 months	\$26.47	\$6,424.06	\$26.74	\$6,488.30	\$40.31	\$6,986.88	\$27.78	\$6,741.75	\$28.06	\$6,809.17	\$29.17	\$7,079.50	\$29.50	\$7,159.50
Step 6 48+ months	\$29.17	\$7,079.50	\$29.47	\$7,150.30	\$42.28	\$7,327.91	\$31.41	\$7,621.29	\$31.72	\$7,697.50	\$32.99	\$8,005.84	\$33.32	\$8,085.84

*This position reflects a flat \$80/month increase above the Lieutenant position.

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above

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7/1/2023 1% ***

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/Firefighter		Paramedic/Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2 912 hours		Based on 2 912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2 912 hours		Based on 2 912 hours		Based on 2 912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$20.77	\$5,039.33	\$20.97	\$5,089.72	\$32.92	\$5,705.92	\$21.77	\$5,282.51	\$21.99	\$5,335.34	\$22.85	\$5,545.95	\$23.18	\$5,625.95
Step 2 7-12 months	\$21.48	\$5,211.60	\$21.69	\$5,263.72	\$34.86	\$6,043.03	\$22.52	\$5,464.91	\$22.75	\$5,519.56	\$23.62	\$5,731.74	\$23.95	\$5,811.74
Step 3 13-24 months	\$25.01	\$6,069.48	\$25.26	\$6,130.17	\$36.84	\$6,385.05	\$26.24	\$6,366.73	\$26.50	\$6,430.40	\$27.56	\$6,687.59	\$27.89	\$6,767.59
Step 4 25-36 months	\$25.87	\$6,278.92	\$26.13	\$6,341.71	\$38.78	\$6,722.13	\$27.13	\$6,582.89	\$27.40	\$6,648.72	\$28.51	\$6,917.26	\$28.83	\$6,997.26
Step 5 37-48 months	\$26.74	\$6,488.30	\$27.00	\$6,553.18	\$40.71	\$7,056.75	\$28.06	\$6,809.17	\$28.34	\$6,877.26	\$29.47	\$7,150.30	\$29.80	\$7,230.30
Step 6 48+ months	\$29.47	\$7,150.30	\$29.76	\$7,221.80	\$42.70	\$7,401.19	\$31.72	\$7,697.50	\$32.04	\$7,774.48	\$33.32	\$8,085.90	\$33.65	\$8,165.90

*This position reflects a flat \$80/month increase above the Lieutenant position

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

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Letter of Understanding
Between City of Franklin and the
Franklin Professional Firefighter Association Local 2760 I.A.F.F.

The purpose of this side-letter is to acknowledge that, prior to the end of 2013, the City of Franklin will increase the number of deferred compensation plans to include the Wisconsin Deferred Compensation Program (ETF) and Nationwide, unless 1) the provisions of the plan would restrict the City's participation in the plan in a manner similar to the current plans, 2) the plan has fee or administrative requirements substantially more burdensome than the current plans, or 3) the plan requires termination of any of the City's existing plans.

1 Letter of Understanding
2 Between City of Franklin and the
3 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
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7 In conjunction with the mutually negotiated language whereby Battalion Chiefs no longer select vacations
8 and holidays in the same process with bargaining unit members and in the context of the mutually
9 negotiated terms for a 2013-2015 Agreement, the City and Association agree as follows:
10

11 1. Fire and Paramedic Lieutenants shall have equal status and fire command authority. In the absence of
12 the Battalion Chief, the shift Lieutenants shall act in the capacity of Battalion Chief on a rotating basis with
13 equal opportunity to act as shift commander. The Battalion Chief shall supervise and modify this rotation
14 as needed.
15

16 2. Battalion Chiefs will not pick with Association members for Holidays, Vacations, or fill-ins, except
17 Battalion Chiefs have first choice on filling in for any Battalion Chief vacancy, which will be done in a
18 manner prescribed by the Chief at his/her discretion, and except, prior to an Association member being
19 mandated in, a Battalion Chief may elect to work in place of an Association member during such overtime
20 opportunity.
21

22 3. All three Lieutenants on a shift (red, black, green) shall not be off at the same time (i.e. one lieutenant
23 shall be on duty at all times), except at the sole discretion of the Chief or his designee, which application
24 of the sole discretion shall not be interpreted as to create a past practice.
25


26 4. Relative to members covered by this agreement, the ratio of straight time Overtime paid out to the total
27 paid overtime must remain at no more than 50.0% (rounded) when viewed over any continuous 6-month
28 (approximate based on payroll dates) period. In the event the ratio exceeds 50.0%, the City can mandate
29 in the least senior, straight-time available individual (including FLSA and vacation and holiday cycle
30 considerations) until the ratio falls back under 50.0%. The City will post the data and ratio following each
31 pay period if the ratio is exceeded. Relative to vacation and holiday considerations, employees will not
32 be mandated on the day before and after a scheduled holiday and the four days leading up to scheduled
33 vacations and the four days after. [Note: This mandate restriction for this circumstance is different than
34 the current mandate policy.]
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1 Letter of Understanding
2 Between City of Franklin and the
3 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
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7 The Director of Administration agrees to participate during 2017 in a Labor/Management Committee to
8 investigate the benefits, drawbacks, costs, and comparable application of a new station alerting system and
9 policy.
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14 Letter of Understanding
15 Between City of Franklin and the
16 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
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19 In the event that an employee does not pass the physical/check-up as periodically provided by and required
20 by the City and said employee disputes the results to the Chief, the Chief shall provide the employee, to
21 the extent that it is available as determined by the Chief, access to light duty for a period of up to two
22 weeks, in lieu of immediate placement upon sick leave. Such period provides an opportunity for the
23 employee to resolve the issue with their own doctor. After the two-week period, the employee will be
24 placed on sick leave until the issue is resolved. The City reserves the right to require an Independent
25 Medical Examination if there is not resolution following the communication/coordination between the two
26 doctors. This MOU shall not establish or create a requirement that such policy is or shall be in the future
27 a mandatory or required subject of bargaining, nor shall it enhance its status in that regard.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE January 16, 2024
REPORTS & RECOMMENDATIONS	Bid Results for the 2023 DPW Site Improvement Project At 7979 W. Ryan Road (TKN 896 9990 001)	ITEM NUMBER Ald Dist 1 M.19,

BACKGROUND

The 2023 Budget included \$2,964,000 in the 46- Capital Improvement Fund for a “DPW Cold Storage Building, Other Prep”. This project was included as there are two antiquated buildings on the DPW campus site (7979 W. Ryan Road) that are currently used for storage. The former City Hall and pre-1995 DPW garage facilities are anticipated to be demolished in the near future. DPW has inadequate and inefficient storage for equipment that is increasingly more expensive to replace and a new storage building on the southern portion of the DPW site is desperately needed.

On March 7, 2023, Common Council authorized Kueny Architects, LLC to provide architectural design services for DPW and Fire Campus and 10,000 square foot DPW Storage Building at 7979 W. Ryan Road in the amount of \$86,849.50. Staff was also authorized to advertise the project for construction bids.

On November 9, 2023, the project appeared before the Plan Commission for approval of a site plan amendment to allow for redesign of the existing yard, including development of a new storage building and yard waste drop off area. Additionally, Plan Commission was asked to determine as to whether the proposed storage building may be considered a Principal Structure. Staff was instructed to hold a neighborhood meeting to discuss the project. Item was tabled to the December 7, 2023 meeting.

Bids for the project were received on November 14, 2023. The summary of the bids is discussed in the Analysis below.

The neighborhood meeting was held on November 30, 2023. The notes from the meeting are attached.

On December 7, 2023, the Plan Commission finished the discussion on the matter and adopted Resolution 2023-020 approving a Site Plan Amendment for the development a new storage facility and public drop off area.

ANALYSIS

The bid was composed of the following:

- Base bid- essentially a 12,000 square-foot out-building with all earthwork, fencing, landscaping, pavement, et al.
- Alternate #1- optional residential drop site on S. 80th Street. This relocated and improved drop-off site would be an enhanced feature for the Franklin Residents providing expanded hours while limiting the unauthorized use that occurs in the current facility. This could have been funded with the assistance of the solid waste fund.
- Alternate #2- Salt Structure Wall Repair. It has been anticipated that the old salt storage barn be demolished since the new salt storage shed was constructed. But a closer inspection of the wood structural members indicate that the building can be rehabilitated with replacing a few structural members and replacement of the wood walls. This

rehabilitation is a cost-effective way to provide more enclosed space for modified salt operations.

- Alternate #3- Site Utilities. In hind-sight, the architect should have included this in the base bid as the building cannot function without connection to public water and sewer.

There were two bids received on November 14, 2023. Kueny has provided the enclosed bid evaluation and tabulation. The summary is as follows:

Contractor	Base Bid	Alternate 1- Residential Drop Site	Alternate 2- Salt Wall Repair	Alternate 3- Site Utilities	Total Base Plus All Alternates
J H Hassinger, Inc	\$ 3,170,000	\$ 675,634	\$ 43,600	\$ 449,079	\$ 4,338,313
Altius Building Company	\$ 3,271,495	\$ 568,843	\$ 5,687	\$ 415,393	\$ 4,261,418

So, depending on how the bids are awarded, should we decide to award, the contractor would be different:

- Base alone- cannot be awarded because the project needs utilities (Alt 3)
- Base + Alt 3 = Award to JH Hassinger for \$3,619,079
- Base + Alt 3 + Alt 1 = Award to Altius for \$4,255,731
- Base + Alt 3 + Alt 2 = Award to JH Hassinger for \$3,662,679
- Base + Alt 3 + Alt 1 + Alt 2 = Award to Altius for \$4,261,418

The 2023 budget included \$2,964,000 for this project so a minimum of \$655,079 needs to be added to the project budget to award the Base Bid + Alternate 3 (Utilities).

As noted above, Alternate 1 (Residential Drop Site) could be funded with the assistance of the Solid Waste Fund. The Solid Waste Fund has a balance of approximately \$400k and any use of this contingency should include a discussion on increasing solid waste rates.

There is approximately \$3 million in the fund balance so all of the project could be funded with a transfer of \$1.3 million. Staff suggests that this should be considered with caution on impacts to the overall City financial ratings.

This project was included in the 2023 Capital Improvement Fund with borrowing needed. The project budget is \$2,964,000. The borrowing was included in the General Obligation Bond sold on November 28, 2023 with \$2,980,000 included for this project. The Bond requires that the City needs to spend 10% of the proceeds of the issue in six months, 45% in twelve months, 75% in eighteen months, and 100% within 24 months. Interest earnings on the invested bond proceeds are counted in testing against these percentages. However, these percentage benchmarks apply to the entire bond issue in the aggregate, not on a purpose/project basis. The bond also includes the Lovers Lane Water Tower and Watermain which will start construction this spring.

If the City does not meet one or more of these spending benchmarks, it just means that we don't qualify for an exception to rebate, and if we earned positive arbitrage, it must be rebated back to the Treasury. Ehlers will be providing calculations towards the end of the 24-month period to verify whether in fact there is any positive arbitrage. In the event of an IRS exam, we would want to have had these calculations completed in advance. And if there are positive arbitrage earnings, the City would need to make the rebate payment, which is due at the five-year mark.

Staff has discussed the bid results with the architect and is recommending to Common Council that the project be modified from a standalone building to an expansion to the current facility. A redesign could occur in the spring of 2024 with construction to start in late 2024. This would

require an addendum to the current architect design contract. According to Ehlers, the funds borrowed for the cold storage could be spent on either a new facility, or an addition.

The bids are valid for 90 calendar days after the bid opening (expires February 12, 2024). Given all considerations discussed above, Staff is recommending that all bids be rejected and an amendment to the current architectural contract be brought to the Common Council for the design of an expanded DPW facility.

Plan Commission approval of the site plan will allow DPW to self-perform some of the site modifications, such as the landscaping berm, storm pond, and fencing. Plan Commission will need to approve the site plan modifications.

FISCAL NOTE

See discussion above.

OPTIONS

A. Reject All Bids; and

- a. Direct Staff to return with Kueny amendment for expansion to the existing DPW facility.
- b. Canceling project is not an option because of bond obligations

B. Award a Construction Project:

- a. Award Base + Alt 3 to JH Hassinger for \$3,619,079; or
- b. Award Base + Alt 3 + Alt 1 to Altius for \$4,255,731; or
- c. Award Base + Alt 3 + Alt 2 to JH Hassinger for \$3,662,679; or
- d. Award Base + Alt 3 + Alt 1 + Alt 2 to Altius for \$4,261,418; and
- e. Give Staff guidance on financing
 - i. Fund Balance?
 - ii. Solid Waste Fund?
 - iii. Borrowing Additional Funds?

C. Other Direction to Staff

COUNCIL ACTION REQUESTED

(Option A.a.) Reject all bids for the 2023 DPW Site Improvement Project at 7979 W. Ryan Road (TKN 896 9990 001) and direct Staff to return with a contract amendment for Kueny Architects, LLC to design an addition to the existing DPW facility.

Engineering: GEM

DATE: November 28, 2023

TO: Franklin Plan Commission

FROM: Glen E. Morrow, PE- City Engineer, Director of Public Works, Utility Manager

SUBJECT: Department of Public Works Site Plan Amendment
DPW Storage Facility- 7979 W. Ryan Road

At the November 9, 2023 Plan Commission meeting, the referenced item was tabled to provide Staff an opportunity to have a meeting with the neighbors and discuss the project. The attached invitation was mailed to all properties in the Park Circle subdivision to the south, all residents adjacent to the DPW site along S. 76th Street, and Zuern Building Products to the west. In addition, the invitation was emailed to the Franklin Public Schools who owns property to the west.

The meeting was held on November 27, 2023 at the DPW facility and there were a total of 5 residents from three Park Circle households in attendance. Myself, Alderman Holpfer, and Assistant City Engineer Tyler Beinlich discussed the project with the residents. Of note:

1. It is uncertain how long the City has owned this parcel but it has been a long time. The softball league did not own the land but was using the site until the City DPW needed the expansion.
2. The City DPW is currently in need of additional storage to keep equipment under roof. There are future plans of expanding the main DPW building, demolishing older City buildings, and relocating a fire station to this campus in the future.
3. It was discussed that the Park Circle developer knew about the DPW plans for expansion but apparently did not convey this information to the home buyers.
4. The City will make efforts to shield the expanded area and new building(s) with a berm and landscaping. If the landscaping is inadequate, the City will attempt more plantings in the future up to the overcrowding point.
5. The new building and storage yard expansion to the south should not have any late-night impacts to the residents. DPW will not be there operating equipment beyond what would happen on the site under current conditions.
6. The fencing was discussed as a chain link with slats. The residents requested that the fence be placed away from the property line. We will try to move the fence to the top of the berm with the landscaping on the Park Circle side. This may negate the need for man gates. It was noted that the fence will need to be at the property line around the proposed pond in the southeast part of the parcel.
7. The residential drop off site was discussed. Continual lighting is not desirable at night. otherwise, no concerns about the setup. 7 am to 7 pm is the maximum hours that the residents would support.
8. There was a concern about the Park Circle Drive extension to an eventual S. 80th Street / School parking areas. It was noted to the residents that the Park Circle Drive extension was constructed for that purpose.

9. It was noted that the bids for the building were received and above the budget. Staff isn't sure how the project will proceed but some changes are likely.
10. DPW may still start construction of the pond, berm, and fencing. Temporary fencing or snow fencing would be needed to protect the site until the permanent fence could be installed.
11. Extension of the sanitary sewer from the southeast corner was discussed to serve the new storage building and other parcels along S. 76th Street.
12. The residents asked that before any activity occurs, an email to Don Wlodarski the HOA president as communication to the neighbors. Don.wlodanski11@gmail.com. Don will get the word out to the Park Circle community.



City of Franklin
Engineering Department

November 10, 2023

Adjacent Property Owners

Re: **Invitation to Neighborhood Meeting**
Monday- November 27, 2023 6:00 pm
DPW Office- 7979 W. Ryan Road

Dear Property Owner:

You are invited to a neighborhood meeting to discuss a new DPW storage building on our site at 7979 W. Ryan Road. We believe that we have positioned the building to minimize impacts to our neighbors, but would like you to fully understand the project before the Plan Commission makes a final approval of the site plan on December 7, 2023 (6:00 pm).

The attached exhibits show the location of the building, the details for the screening, and some schematics of the proposed building. You should note that the new building will not result in increased noises beyond what is there now- ie activity is seldom beyond 4:00 pm. This is simply a much-needed storage facility to assist in storage of vehicles and equipment.

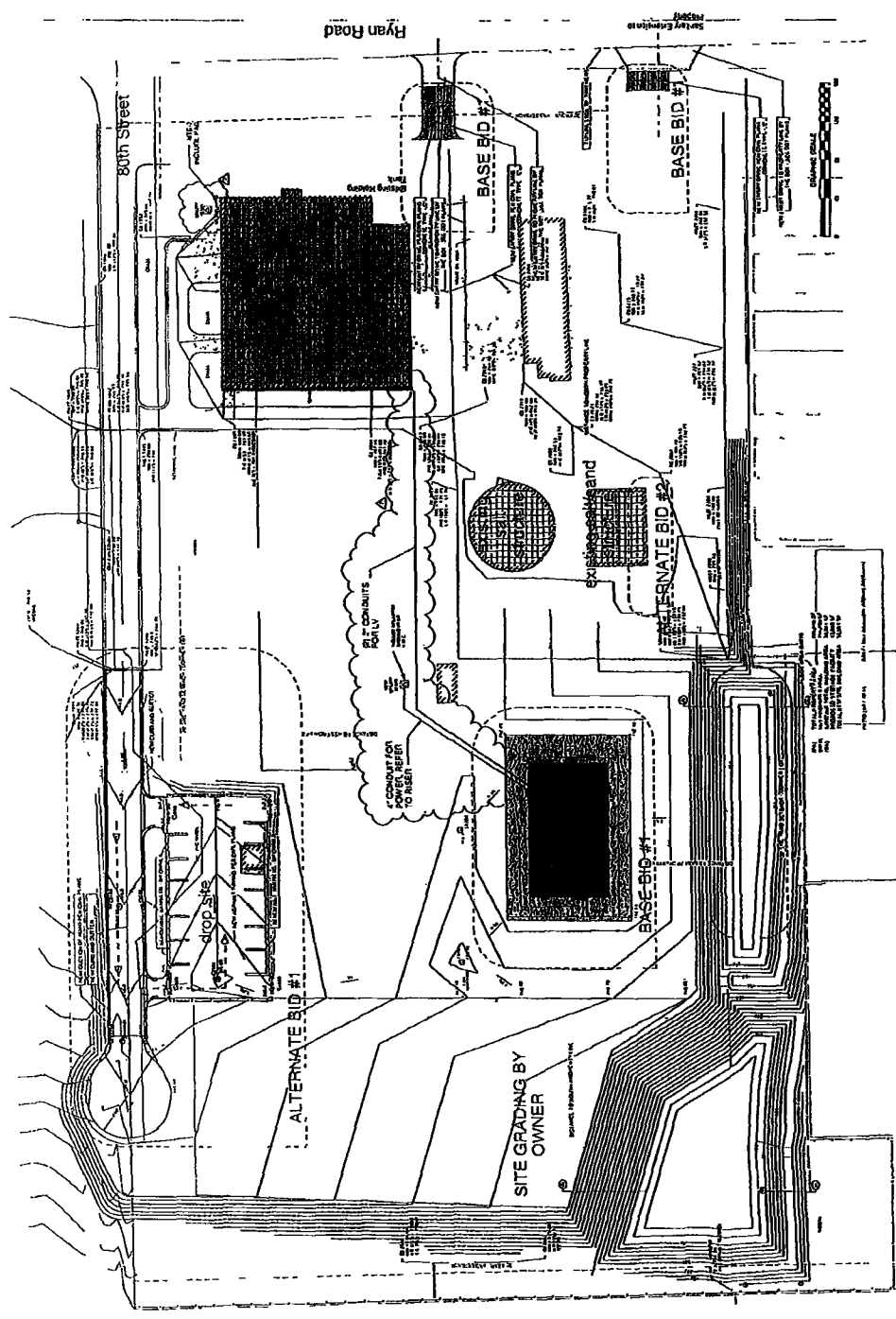
Note that there is also a proposed recycling center (shown as "drop site") on S. 80th Street that would be relocated from the center of the site and available to residents for expanded hours.

Sincerely,

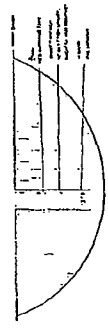
A handwritten signature in black ink that reads "Glen E. Morrow".

Glen E. Morrow, PE, City Engineer / Director of Public Works

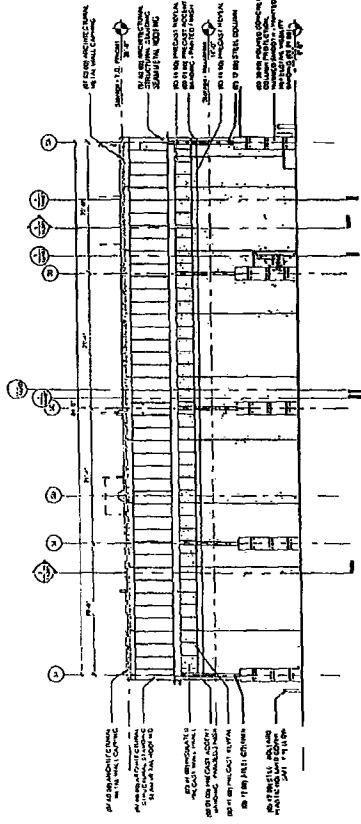
Copy: Mayor John R. Nelson
Ed Holpfer, Alderman District 1



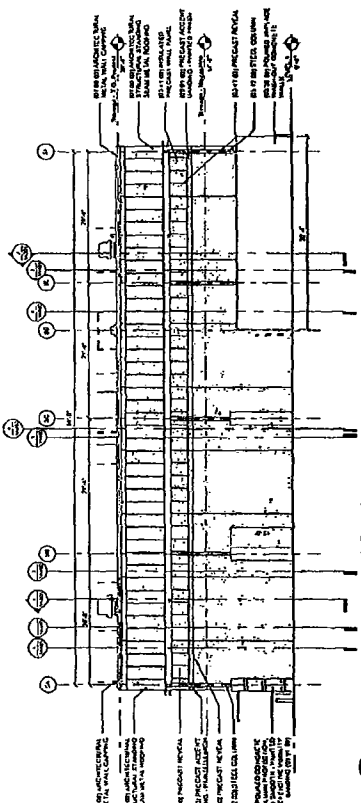
1 Site Plan



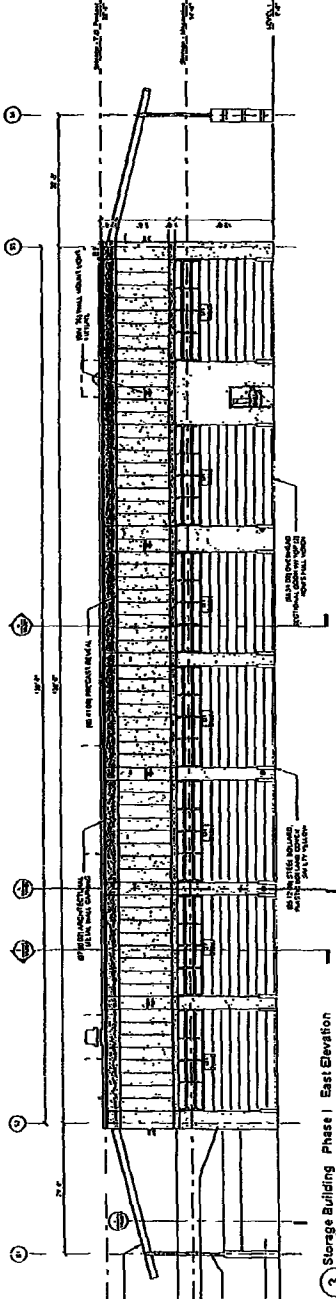
2 UG ELECTRICAL CONDUIT TRENCHING DETAIL



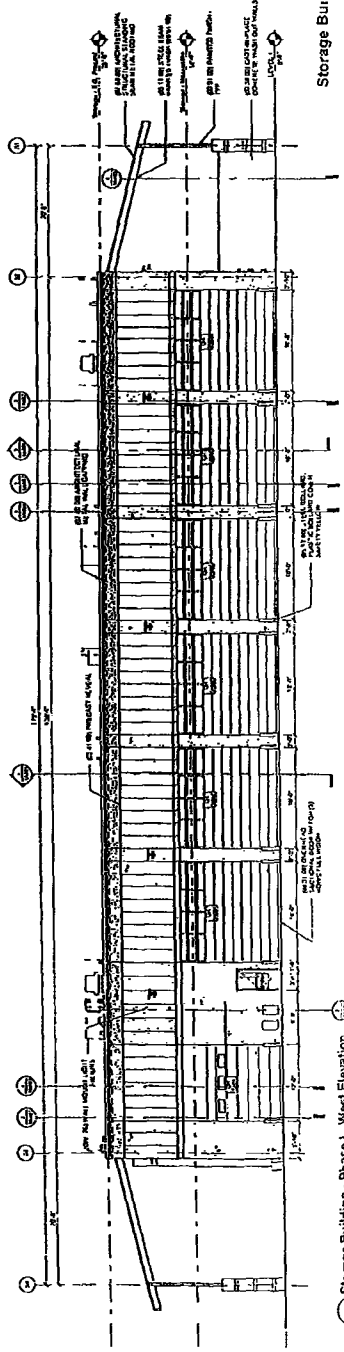
1 Storage Building Phase I North Elevation



2 Storage Building Phase I South Elevation



3 Storage Building Phase I East Elevation



4 Storage Building Phase I West Elevation



1A210

Storage Building - Phase I - Exterior Elevations
 SCALE: 1/4" = 1'-0"
 DATE: 11/11/11
 PROJECT: 11-11-11-11



KUENY ARCHITECTS, L.L.C.

to: City of Franklin
from: Kueny Architects, LLC
subject: Bid Review
project: 2023 DPW Storage Facility and Site Improvements

After reviewing the two bids received on QuestCDN (8745827)
J.H. Hassinger, Inc Base Bid \$3,170,000.00 and Altius Building Company Base Bid
#3,271,495.00 Kueny's recommendation is to re-bid the project due to the project being over
budget

If the City would elect to proceed with the project Kueny would recommend J.H Hassinger
since they are the low bidder and have meet all the bidding requirements.

The tabulation of bids is attached on the following page.

If you have any questions or wish to discuss this recommendation, please call me at your
convenience


Sincerely,

Jon Wallenkamp, AIA, ALA
Kueny Architects LLC,

Bid Date - 11/14/2023 @ 11:00

City of Franklin - 2023 DPW Site Improvements

General Contractor	Base Bid	Alternate #1 - Residential Drop Site	Alternate #2 - Salt Structure wall repair	Alternate #3 - Site Utilities per Sheet C3
JH Hassinger, Inc.	\$3,170,000	\$675,634	\$43,600	\$449,079
Altius Building Company	\$3,271,495	\$569,843	\$5,687	\$415,393

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 16, 2024
Reports & Recommendations	Authorization to Bid a Watermain Project on S. Lovers Lane Between S. Phyllis Lane and W. Herda Place	ITEM NO. Ald. District 6 13.20.

BACKGROUND

Wisconsin Department of Transportation (WisDOT) is doing a project on S. Lovers Lane (USH 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue. This item was last discussed at the Common Council on June 7, 2022 when Foth Infrastructure & Environment, LLC was authorized to perform the engineering services for the water adjustments and the watermain extension between S. Phyllis Lane and W. Herda Place.

ANALYSIS

Upon preparation of bid documents for the S. Lovers Lane (Phyllis-Herda) watermain project, no records were found of Common Council granting permission to bid the project.

Construction is anticipated to occur in spring of 2024 and would be completed by June 2024 to accommodate the WisDOT construction project on S. Lovers Lane.

OPTIONS

Authorize Staff to bid the Phyllis-Herda waterline project for construction in 2024 to accommodate WisDOT's S. Lovers Lane project.

FISCAL NOTE

\$400,000 is included in Fund 46 for Water Extensions- TBD. Once completed, Staff will prepare the resolution for special assessments.

RECOMMENDATION

Authorize Staff to bid a watermain project on S. Lovers Lane between S. Phyllis Lane and W. Herda Place.

Engineering Department: GEM

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 16, 2024
Reports & Recommendations	A Resolution to Authorize a Contract With raSmith, Inc. to Provide Public Infrastructure Construction Inspection for 2024 and 2025	ITEM NO. All Ald. Dist. H. 21.

BACKGROUND

Pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public infrastructure, construction in public rights-of-way and easements, and sediment and erosion control. This construction inspection is used for private development and the developers pay for this inspection.

Three firms (GRAEF, raSmith, Ruckert & Mielke) currently perform this work for the City are providing outstanding service and are used in an ongoing rotation. Elsewhere on this agenda are items for the two other firms.

In prior years there were no contracts in place, however the terms with consultants were renewed every two years and updated service rates were agreed upon. The general process remains the same as in the past, however starting in 2024 these terms will be formalized with a contract that will be revisited every two years, including updating service rates. The rates can be found on the contract attachments included with this item.

ANALYSIS

The three consultants were asked to independently submit their proposed rates to the City. Upon receiving the three sets of rates, Engineering Staff established a reasonable, blended set of rates. The increased rates were fairly common across all three firms and seem appropriate. All three firms have confirmed that the blended rates are acceptable.

Each firm's Staff have adequately performed and are again seeking assurance of inspection work to maintain staffing levels. Given the continued development growth in the City, these firms have qualified personnel including much needed construction supervision, therefore it is the recommendation of Staff to authorize contracts with all three firms for the 2024 and 2025 years.

OPTIONS

- A. Authorize contract with raSmith, Inc. for 2024 and 2025
- B. Provide further direction to staff.

FISCAL IMPACT

Rates of compensation for inspection services will be common for all firms. The consultant invoices are first paid for by the City (01.0321.5216) and the developer then pays the City the invoice cost plus 5% (01.0000.4479).

RECOMMENDATION

(Option A) Authorize Resolution 2024-____ a Resolution to authorize a contract with raSmith, Inc. to provide public infrastructure construction inspection for 2024 and 2025.

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH RASMITH, INC. TO
PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION
FOR 2024 AND 2025

WHEREAS, pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public infrastructure, construction in public rights-of-way and easements, and sediment and erosion control; and

WHEREAS, this construction inspection is used for private development and the developers pay for this inspection;

WHEREAS, raSmith, Inc. has adequately performed and are again seeking assurance of inspection work to maintain staffing levels; and

WHEREAS, given the continued development growth in the City, raSmith, Inc. provides sufficient qualified personnel, including much needed construction supervision.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional engineering services contract with raSmith, Inc. to provide public infrastructure construction inspection for 2024 and 2025; and

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

Introduced at a regular meeting of the Common Council of the City of Franklin 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 _____

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and R.A. SMITH, INC. (hereinafter "CONTRACTOR"), whose principal place of business is 16745 West Bluemound Road, Brookfield, WI 53005.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Construction Inspection Services;

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 **Construction Inspection Services**, as described in CONTRACTOR's proposal to CLIENT dated 1/9/2024, 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, at our standard billing rates, 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 \$_(**as agreed per project, T&M per hourly rates of latest proposal**). 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. **The Assistant City Engineer.** will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, **Paul Schafer** 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	<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>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	<p>\$5,000,000 per occurrence for bodily injury, personal injury, and property</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>

D. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

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.

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. Prior to filing a lawsuit or claim against CLIENT or CONTRACTOR, the filing party must first submit to an Alternative Dispute Resolution (ADR) technique, such as non-binding mediation.

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

R.A. SMITH, INC.

BY: _____

BY: Paul S. Schafer

PRINT NAME: John R Nelson

PRINT NAME: Paul S. Schafer

TITLE: Mayor

TITLE Director of Construction Services

DATE: _____

DATE: 1/11/2024

BY: _____

BY: _____

PRINT NAME: Danielle Brown

PRINT NAME Shirley J Roberts

TITLE: Director of Finance and Treasurer

TITLE: City Clerk

DATE: _____

DATE: _____

Approved as to form

Jesse A Wesolowski, City Attorney

DATE _____

Attachment A

PROPOSAL

Construction Inspection Services Duties – City of Franklin

Perform construction inspection on sites throughout the City of Franklin to confirm conformance with approved construction plans and City of Franklin Design Standards and Construction Specifications

Construction Inspection Services includes

- Erosion Control (monthly inspections)
- Roadway
 - Subgrade (including proof roll prior to stone base course)
 - Stone base course (including proof roll prior to paving)
 - Concrete Curb and Gutter
 - Pavement (HMA and/or Concrete)
 - Concrete Sidewalk/Asphalt Path
- Water main installation
- Sanitary sewer installation
- Storm sewer installation
- Inspection of other work may be required as requested by the City
- Other duties
 - Coordination with Contractors and City (including attending pre-con)
 - Provide inspection reports that include at a minimum
 - Field notes – date, time, temperature/weather, location, contractor staff and equipment, installed materials and quantities, description/timeline of work, etc
 - breakdown of time charged – drive time, time on site, preparing reports
 - inspection photos
 - Delivery Inspection
 - Material and Shop Drawing Submittal Review
 - Complete Asbuilt Survey and Record Drawings – water main, sanitary sewer, storm sewer (the design engineers will provide grading, roadway, and storm water asbuilts)
 - Saturday inspection may be required as scheduling allows
 - Punchlist and project closeout
 - Provide detailed invoices – broken down by dates and/or inspectors so that City can cross reference with provided inspection reports

Construction Inspection Pay Rates:

	2022-2023	2024-2025
Title	Hourly rate	Proposed rate
Construction Supervisor	\$147 00	\$160.00
Tech III	\$109 00	\$123.00
Tech II	\$95 00	\$107.00
Tech I	\$77 00	\$86.00
Survey Crew (two-person)	\$210 00	\$236 00
Survey Crew (one-person)	\$148 00	\$159 00
CADD Tech IV	\$114 00	\$123 00
Admin. Assistant	N/A	\$93 00
GPS Equipment	N/A	\$20 00
Plotting Plan Sets	N/A	\$0 55/SF

- Mileage will be based on the State of Wisconsin mileage rate
- Tech III's are the senior and most experienced techs, with more than 10 years progressive experience
Tech II's are experienced with more than five years progressive experience Tech I's should be committed full-time employees gaining experience
- Subdivision development must be inspected primarily by either a Tech III or Tech II A Tech I can be used only as a "second" or associate on site with a Tech III present
- Each firm must provide a certificate of insurance conforming to the requirements of the contract

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APPROVAL <i>JL</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/16/2024
REPORTS & RECOMMENDATIONS	Rapid7 Annual MDR/SIEM Security Services Renewal - Account 01-0211-5257	ITEM NUMBER <i>H.22.</i>

Background

Rapid7 is the Managed Detection and Response (MDR) and Security Information and Security Event management system used by the Police Department and the City of Franklin. All devices are required to have a Rapid7 agent installed, which transmits event and security logs to the Security Operations Center (SOC) for real time analysis. SIEM is mandated by DOJ/CJIS (Computer Justice Information Systems) security requirements, and is audited by the FBI on an annual basis. This is required security software and services.

Fiscal Impact

CDW is the software licensing provider for Rapid 7. For 2024, funding has been moved from the Information Services budget (Account 01-0144-5299) to the Police Department Software Maintenance budget (Account 01-0211-5257). The allocation of funding for 2024 was \$77,280.

CDW Quotation for Rapid7 Services (NRXP968): \$81,000.00

COUNCIL ACTION REQUESTED

Motion to authorize the purchase of Rapid7 MDR and SIEM services in the amount of \$81,000 as budgeted for in the 2024 Police Department Software Maintenance Operation Outlay Budget– Account 01-0211-5257.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JAMES MATELSKI,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NRXP968	1/12/2024	RAPID 7 RENEWAL	0929696	\$81,000.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
APPLY IN TIGHTEN SUB TC Mfg Part# IVM-SUB Electronic distribution NO MEDIA Contract MARKET	500	6456305	\$0 00	\$0 00
APPLY IN TIGHTEN SUB TC Mfg Part# MDR EL-SUB Electronic distribution - NO MEDIA Contract MARKET	500	6486108	\$162 00	\$81,000 00

SUBTOTAL	\$81,000 00
SHIPPING	\$0 00
SALES TAX	\$0 00
GRAND TOTAL	\$81,000.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF FRANKLIN ACCTS PAYABLE 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF FRANKLIN LISA HUENING 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Shipping Method: ELECTRONIC DISTRIBUTION Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

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

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$81,000.00	\$2,171.61/Month	\$81,000.00	\$2,508.57/Month

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

Why finance?

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

General Terms and Conditions:

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

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This order is subject to CDW's [Terms and Conditions of Sales and Service Projects](#) at

<https://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE January 16, 2024
Reports & Recommendations	A Resolution to Authorize a Contract With GRAEF-USA, INC. to Provide Public Infrastructure Construction Inspection for 2024 and 2025	ITEM NO. All Ald. Dist. A. 23.

BACKGROUND

Pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public infrastructure, construction in public rights-of-way and easements, and sediment and erosion control. This construction inspection is used for private development and the developers pay for this inspection.

Three firms (GRAEF, raSmith, Ruckert & Mielke) currently perform this work for the City are providing outstanding service and are used in an ongoing rotation. Elsewhere on this agenda are items for the two other firms.

In prior years there were no contracts in place, however the terms with consultants were renewed every two years and updated service rates were agreed upon. The general process remains the same as in the past, however starting in 2024 these terms will be formalized with a contract that will be revisited every two years, including updating service rates. The rates can be found on the contract attachments included with this item.

ANALYSIS

The three consultants were asked to independently submit their proposed rates to the City. Upon receiving the three sets of rates, Engineering Staff established a reasonable, blended set of rates. The increased rates were fairly common across all three firms and seem appropriate. All three firms have confirmed that the blended rates are acceptable.

Each firm's Staff have adequately performed and are again seeking assurance of inspection work to maintain staffing levels. Given the continued development growth in the City, these firms have qualified personnel including much needed construction supervision, therefore it is the recommendation of Staff to authorize contracts with all three firms for the 2024 and 2025 years.

OPTIONS

- A. Authorize contract with GRAEF-USA, INC. for 2024 and 2025
- B. Provide further direction to staff.

FISCAL IMPACT

Rates of compensation for inspection services will be common for all firms. The consultant invoices are first paid for by the City (01.0321.5216) and the developer then pays the City the invoice cost plus 5% (01.0000.4479).

RECOMMENDATION

(Option A) Authorize Resolution 2024-____ a Resolution to authorize a contract with GRAEF-USA, INC. to provide public infrastructure construction inspection for 2024 and 2025.

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRAEF-USA, INC. TO
PROVIDE PUBLIC INFRASTRUCTURE CONSTRUCTION INSPECTION
FOR 2024 AND 2025

WHEREAS, pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public infrastructure, construction in public rights-of-way and easements, and sediment and erosion control; and

WHEREAS, this construction inspection is used for private development and the developers pay for this inspection;

WHEREAS, GRAEF-USA, INC. has adequately performed and are again seeking assurance of inspection work to maintain staffing levels; and

WHEREAS, given the continued development growth in the City, GRAEF-USA, INC. provides sufficient qualified personnel, including much needed construction supervision.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional engineering services contract with GRAEF-USA, INC. to provide public infrastructure construction inspection for 2024 and 2025; and

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

Introduced at a regular meeting of the Common Council of the City of Franklin 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 _____

AGREEMENT

This AGREEMENT, made and entered into this 9th day of January 2024, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and GRAEF-USA, INC (hereinafter "CONSULTANT"), whose principal place of business is 275 West Wisconsin Avenue, Suite 300, Milwaukee, WI 53203.

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONSULTANT to provide Construction Inspection Services;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for **Construction Inspection Services**, as described in CONSULTANT's proposal to CLIENT dated December 22, 2023, annexed hereto and incorporated herein as Attachment A.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subCONSULTANTS when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CLIENT.
- C. CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subCONSULTANTS to, CONSULTANT 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 CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT 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 CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates, subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$_(as agreed per project, T&M per hourly rates of latest proposal). For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from 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 CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving 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 CONSULTANT and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment will be made to compensate CONSULTANT or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. **The Assistant City Engineer.** will coordinate the work of the CONSULTANT, 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 CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, Mary E Pettit CONSULTANT'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 CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties

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

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

VI. INSURANCE

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

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and CONSULTANT'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>

D. Worker's Compensation and Employers' Liability	Statutory <i>CONSULTANT 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

Upon the execution of this AGREEMENT, CONSULTANT 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 for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'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

CONSULTANT shall commence work immediately having received a Notice to Proceed.

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. Prior to filing a lawsuit or claim against CLIENT or CONSULTANT, the filing party must first submit to an Alternative Dispute Resolution (ADR) technique, such as non-binding mediation.

X. RECORDS RETENTION

CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONSULTANT to 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 CONSULTANT under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONSULTANT warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. 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 CONSULTANT.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

GRAEF-USA, INC

BY _____

BY Mary Beth Pettit

PRINT NAME John R. Nelson

PRINT NAME Mary Beth Pettit

TITLE Mayor

TITLE Vice President

DATE _____

DATE January 9, 2024

BY _____

BY _____

PRINT NAME Danielle Brown

PRINT NAME Shirley J Roberts

TITLE Director of Finance and Treasurer

TITLE. City Clerk

DATE _____

DATE _____

Approved as to form

Jesse A Wesolowski, City Attorney

DATE _____

Attachment A

PROPOSAL

Construction Inspection Services Duties – City of Franklin

Perform construction inspection on sites throughout the City of Franklin to confirm conformance with approved construction plans and City of Franklin Design Standards and Construction Specifications

Construction Inspection Services includes


- Erosion Control (monthly inspections)
- Roadway
 - Subgrade (including proof roll prior to stone base course)
 - Stone base course (including proof roll prior to paving)
 - Concrete Curb and Gutter
 - Pavement (HMA and/or Concrete)
 - Concrete Sidewalk/Asphalt Path
- Water main installation
- Sanitary sewer installation
- Storm sewer installation
- Inspection of other work may be required as requested by the City
- Other duties
 - Coordination with Contractors and City (including attending pre-con)
 - Provide inspection reports that include at a minimum
 - Field notes – date, time, temperature/weather, location, contractor staff and equipment, installed materials and quantities, description/timeline of work, etc
 - breakdown of time charged – drive time, time on site, preparing reports
 - inspection photos
 - Delivery Inspection
 - Material and Shop Drawing Submittal Review
 - Complete Asbuilt Survey and Record Drawings – water main, sanitary sewer, storm sewer (the design engineers will provide grading, roadway, and storm water asbuilts)
 - Saturday inspection may be required as scheduling allows
 - Punchlist and project closeout
 - Provide detailed invoices – broken down by dates and/or inspectors so that City can cross reference with provided inspection reports

Construction Inspection Pay Rates:

	2022-2023	2024-2025
Title	Hourly rate	Proposed rate
Construction Supervisor	\$147 00	\$160.00
Tech III	\$109 00	\$123.00
Tech II	\$95 00	\$107.00
Tech I	\$77 00	\$86.00
Survey Crew (two-person)	\$210 00	\$236 00
Survey Crew (one-person)	\$148 00	\$159 00
CADD Tech IV	\$114 00	\$123 00
Admin. Assistant	N/A	\$93 00
GPS Equipment	N/A	\$20 00
Plotting Plan Sets	N/A	\$0 55/SF

- Mileage will be based on the State of Wisconsin mileage rate
- Tech III's are the senior and most experienced techs, with more than 10 years progressive experience
Tech II's are experienced with more than five years progressive experience Tech I's should be committed full-time employees gaining experience
- Subdivision development must be inspected primarily by either a Tech III or Tech II A Tech I can be used only as a "second" or associate on site with a Tech III present
- Each firm must provide a certificate of insurance conforming to the requirements of the contract

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<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REVISED REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 01/16/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Evaluation and Final Selection of Proposed Tax Assessment Services. The Common Council may enter closed session according to Wis. Stat. § 19.85(1)(e), Considering the Deliberating or Negotiating the Purchasing of Public Properties, the Investing of Public Funds, or Conducting Other Specified Public Business, Whenever Competitive or Bargaining Reasons Require a Closed Session, and may re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">M. 24.</p>

COUNCIL ACTION REQUESTED

A motion concerning the Evaluation and Final Selection of Proposed Tax Assessment Services. The Common Council may enter closed session according to Wis. Stat. § 19.85(1)(e), Considering the Deliberating or Negotiating the Purchasing of Public Properties, the Investing of Public Funds, or Conducting Other Specified Public Business, Whenever Competitive or Bargaining Reasons Require a Closed Session, and may re-enter 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 01/16/24
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of January 16, 2024.

COUNCIL ACTION REQUESTED

Approval of the minutes of the License Committee Meeting of January 16, 2024.



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
January 16, 2024 – 5:45 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Police Incident Reports from May 16, 2023 thru December 27, 2023 5:50 p.m.	Review of Police Incident Reports from May 16, 2023 thru December 27, 2023 for Class A and B Establishments			
Operator 2023-2024 New	Jessica Barrett Iron Mike's			
Operator 2023-2024 New	Jeremy Charusch Hideaway Pub & Eatery			
Operator 2023-2024 New	Robert Meyer Hideaway Pub & Eatery			
Operator 2023-2024 New	Mandy Oleniczak Country Lanes Bowling Center			
Temporary Entertainment & Amusement	Franklin Health Department Person in Charge: Megan Conway Event: Trunk or Treat Location: Public Library – 9151 W Loomis Rd Event Date: 10/24/2024			
Temporary Entertainment & Amusement	Franklin Civic Celebration Committee Person in Charge: John Bergner Event: Independence Celebration Location: City Hall – 9229 W Loomis Rd Event Dates: 7/3 through 7/6/2024			
Temporary "Class B" Beer & Wine Retailer's	Franklin Civic Celebration Committee Person in Charge: John Bergner Event: Independence Celebration Location: City Hall – 9229 W Loomis Rd Event Dates: 7/3 through 7/6/2024			
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.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">DB</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">01/16/2024</p>
<p style="text-align: center;">Bills</p>	<p style="text-align: center;">Vouchers and Payroll Approval</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">I</p>

Attached are vouchers dated December 29, 2023 through January 11, 2024, Nos. 195653 through Nos. 195869 in the amount of \$ 1,901,669.79. Also included in this listing are EFT's Nos. 5553 through EFT Nos. 5562, Library vouchers totaling \$ 20,655.13, Water Utility vouchers totaling \$ 38,516.09 and Property Tax Refunds in the amount of \$ 10,549.58. Voided checks in the amount of \$ (8,420.32) are separately listed.

Early release disbursements dated December 29, 2023 through January 10, 2024 in the amount of \$ 378,375.47 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 Nos. 493 through EFT Nos. 494 dated January 2, 2024 through January 8, 2024, in the amount of \$ 55,724.28. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated January 12, 2024 is \$ 600,816.63, previously estimated at \$ 625,000. Payroll deductions dated January 12, 2024 are \$ 350,663.25, previously estimated at \$ 300,000.

The estimated payroll for January 26, 2024 is \$ 505,000 with estimated deductions and matching payments of \$ 620,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of January 11, 2024 in the amount of \$ 1,901,669.79
- Payroll dated January 12, 2024 in the amount of \$ 600,816.63 and payments of the various payroll deductions in the amount of \$ 350,663.25, plus City matching payments and
- Estimated payroll dated January 26, 2024 in the amount of \$ 505,000 and payments of the various payroll deductions in the amount of \$ 620,000, plus City matching payments.

ROLL CALL VOTE NEEDED