

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, MARCH 19, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B.
  - 1. Citizen Comment Period.
  - 2. A Proclamation in Recognition of Light and Unite RED.
- C. Approval of Minutes: Regular Common Council Meeting of March 5, 2024.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. ROC Ballpark Commons Noise Related Updates.
  - 2. Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of Greg Marso, Applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance.
  - 3. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Review and Approval of a Natural Resource Special Exception by Greg Marso, Applicant and Property Owner (7520 W Kensington Way).
  - 4. Concept Review for a Mixed-Use Development Located at 9661, 9745, 9821 W. Loomis Road, 9710, 9760, 9824 W. St. Martins Road, 9530 W. Puetz Road, and 9355 W. Brenwood Park Drive (United Financial Group, Inc., Applicant).
  - 5. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Car Detailing Use Upon Property Located at 8853 S. 27th Street (BFS LLC, Applicant).
  - 6. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 8930 South 116th Street, TKN 845-9996-000.
  - 7. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Subdivider of Cape Crossing Subdivision, at approximately 12200 W. Ryan Road, TKN 890-1074-000.
  - 8. Authorization to Bid Electric Service Upgrades at Lions Legend Park, 8030 South Legend Drive, TKN-802-9995-001.

## Common Council Meeting Agenda

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9. Authorize Amendment No. 1 to the Memorandum of Understanding Between the City of Franklin and the Franklin School District to Allow for Colocation of Equipment for the Fiber Optic WAN Project.
10. Motion to approve the Director of Health and Human Services to purchase immunization program equipment.
11. Presentation by Communities of Crocus-Create a Space in Wisconsin where Children with Similar Disabilities will be Supported.
12. Request Common Council authorization to allow the Fire Department to solicit competitive bids for the installation of replacement of source-capture vehicle exhaust systems at all three fire stations.
13. Authorization to release funds to make the following Police Department 2024 approved Budget purchases for Auto Equipment, Software and Office Supplies.
14. Department of City Development Annual Report: 2023.
15. A Resolution Redefining the Rural and Urban Areas as Provided in Ordinance No. 85-860 Regulating Truck Parking and Raising Animals.
16. A Resolution to Enter into an Agreement with Foth Infrastructure and Environment, LLC for the Design of the Department of Public Works Campus Utilities in the Vicinity of S. 80<sup>th</sup> Street, S. 76<sup>th</sup> Street, and W. Ryan Road for selection of a contract for \$55,000 or a contract for \$85,000.
17. A Resolution to Ratify and Re-Approve Resolution No. 2019-7537, Conditionally Approving a 2 Lot Certified Survey Map, Being Part of Parcel "A" of Certified Survey Map No. 3411, and Unplatted Lands, Being a Part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Denis J. and Sharon L. Balistreri/Melissa M. And Christopher D. Burge, Applicants) (at 6708 and 6720 South North Cape Road), to Provide the Final and Last Approval of the Certified Survey Map and to Allow for the Recording of the Certified Survey Map.
18. A Resolution to Authorize the Use of Excess American Rescue Plan Act funds for the Design of a Watermain from W. St. Martins Road to 8120 S. Lovers Lane in the amount of \$18,100.
19. A Resolution to Issue Change Order No. 1 for the Water Transmission Main (Contract A) along S. Lovers Lane in the amount of \$63,075 to Dorner, Inc.
20. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Sanitary Sewer, Storm Water Management Access, and Water Main at 9410 S. 76th Street and 7520 W. Ryan Road (TKNS 884-9997-000 and 884-9998-000).
21. Fireworks Application Adjustments to Comply with State Law and Recommended Fee Revision.
22. A Resolution to Award UPI, LLC a Contract to Construct 2024 Sump Pump Project in the Amount of \$1,415,839.00.
23. Informational Council Update Regarding the Event Application Process for Extraordinary and Special Event Application, Temporary Entertainment and Amusement Applications.

24. An Ordinance to Amend Municipal Code §218- 4. G. Solid Waste Storage to Allow for Setting Containers out for Collection One Day Prior and One Day After Scheduled Collection Days.
25. A Resolution Providing Procedures Related to Temporary Political Signs.
26. A Resolution to Award A.W. Oakes & Son, Inc. a Contract for Watermain Extension on the East Frontage Road of South Lovers Lane Road from South Phyllis Lane to West Herda Place, in the amount of \$217,472.00.
27. Report from the Director of Finance on Impact Fee Administration and 2023 Year-End Activity.
28. Request to Participate in State Contract for Purchase of 2,500 Tons of Salt and an additional 500 Tons of Reserve Salt.
29. A Resolution to Authorize a Contract with I & S Group, Inc. to Provide Design and Permitting for Cascade Creek Trail for \$73,500.
30. A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel TKN 754-0028-000.
31. An Ordinance to Add §183-48D. to the Municipal Code that Discusses the Use of City Park Pavilions.
32. An Ordinance to Increase the Alcohol Beverages Operator's License Fee from \$40.00 to \$50.00.
33. Edits to the Template for Water Main Easements.
34. A Resolution for Milwaukee County to Provide On-Street Bicycle Accommodations on S. 76<sup>th</sup> Street Between W. South County Line Road and S. Creekview Court.
35. A Resolution to Authorize WE Energies to transfer two existing LED street lights to new poles and to convert one High Pressure Sodium Light to LED Light for the total cost of \$1,807.72.
36. Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
37. Wholesale Public Water Supply to Franklin 2024. The Common Council may enter closed session pursuant to Wis. Stat § 19.85(1)(e) to deliberate upon information, terms and provisions of the potential provision of public water supply to the City of Franklin as related to the City, the Franklin Municipal Water Utility and its customers in 2024 and beyond; and the potential negotiation of terms in relation thereto, including, but not limited to potential amendments to the Agreement for Oak Creek to Provide Water at Wholesale to Franklin, potential agreement terms with alternate public water supply sources, including, but not limited to the City of Milwaukee and Milwaukee Water Works, a financial analysis study of long-term water supply, and the investing of public funds and governmental actions in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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38. Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to the Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC entered into on February 7, 2022, and the performance thereof, and the investing of public funds and governmental actions in relation thereto, and pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
39. Specifically Concerning Personnel Issues and Claims Involving Administrator. The Common Council May Enter a Closed Session Pursuant To Wis. Stat. § 19.85(1)(c), Considering Employment, Promotion, Compensation, or Performance Evaluation Data of any Public Employee Over Which the Governing Body has Jurisdiction or Exercises Responsibility, and Wis. Stat. § 19.85(1)(g) Conferring with Legal Counsel for the Governmental Body who is Rendering Oral or Written Advice Concerning Strategy to Be Adopted By The Body With Respect To Litigation In Which It Is Or Is Likely to Become Involved, and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed therein as it Deems Appropriate.

H. Licenses and Permits: License Committee Meeting of March 19, 2024.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

\*Notice is given that a majority of the Civic Celebration Commission and Board of Water Commissioners may attend this meeting to gather information about an agenda item over which the Civic Celebration Commission and Board of Water Commissioners has decision-making responsibility. This may constitute a meeting of the Civic Celebration Commission and Board of Water Commissioners, per State ex rel Badke v Greendale Village Board, even though the Civic Celebration Commission and Board of Water Commissioners 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](http://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:

March 21	Plan Commission	6:00 p.m.
April 2	Spring Election	7:00 a.m.-8:00p.m.
April 3	Common Council Meeting (Wednesday)	6:30 p.m.
April 4	Plan Commission	6:00 p.m.
April 9	Special Committee of the Whole	6:30 p.m.
April 16	Common Council Meeting	6:30 p.m.



# City of Franklin Proclamation

**Whereas**, substance misuse prevention coalitions within Milwaukee County work together annually to shine a spotlight on the dangers of substance misuse and the importance of mental health promotion during Light & Unite Red Week; and

**Whereas**, Light & Unite Red Week will be March 18<sup>th</sup> through March 24<sup>th</sup>, 2024; and

**Whereas**, one of the Milwaukee County community groups partnering in this event is Volition Franklin; and

**Whereas**, the Milwaukee County Medical Examiner's Office estimates there were 678 drug overdose deaths in Milwaukee county in 2022—a 5 percent increase over the previous year; and

**Whereas**, Franklin is not immune to substance misuse as evident by local data; and

**Whereas**, awareness, knowledge, and community support serve as protective factors against the misuse of alcohol and other drugs; and local leaders in government, schools, businesses, and citizens have the opportunity to participate in Light & Unite Red week; and

**Whereas**, community members are urged to participate in Light & Unite Red activities and use the color red as a way of symbolizing local efforts to prevent substance misuse and promote mental health awareness; and

**Whereas**, Volition Franklin will be engaging the community in awareness raising activities and educational events throughout the city during Light & Unite Red week; and

**Whereas**, continued commitment to alcohol, tobacco, and other drug education and prevention are imperative;

**Now Therefore**, be it proclaimed, that I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, on behalf of all the Citizens of Franklin, hereby declare the week of March 18<sup>th</sup>-24<sup>th</sup>, 2024 to be Light & Unite Red Week in the City and ask all citizens and businesses to join me in recognizing this week.

Presented to the City of Franklin Common Council this 19<sup>th</sup> day of March, 2024.

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John R. Nelson, Mayor

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
MARCH 5, 2024  
MINUTES

- ROLL CALL                    A.     The regular meeting of the Franklin Common Council was held on March 5, 2024, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.
  
- CITIZEN COMMENT        B.     Citizen comment period was opened at 6:30 p.m. and was closed at 6:49 p.m.
  
- MINUTES  
FEBRUARY 21, 2024        C.     Alderman Barber moved to approve the minutes of the Common Council meeting of February 21, 2024 as presented. Seconded by Alderman Hasan. All voted Aye; motion carried.
  
- UPDATE ON ROC  
BALLPARK  
COMMONS                    G.1.   Mayor to provide an update on the solutions to noise issues at the ROC Ballpark Commons. Alderman Holpfer moved to have the sound study put on a Special Committee of the Whole meeting of April 9, 2024. Seconded by Barber. All voted Aye; motion carried.
  
- PURCHASE OF A 2024  
CATERPILLAR 950-BR  
FRONT END WHEEL  
LOADER                        G.2.   Alderwoman Eichmann moved to authorize the purchase of a 2024 Caterpillar 950-BR front end Wheel Loader using funds from the 2024 Capital Outlay Fund (42-0331-5811) to pay for the purchase in the amount of \$445,400.00. Seconded by Alderman Hasan. All voted Aye; motion carried.
  
- RES. 2024-8106  
LAND COMBINATION  
AND VACATED  
SERVICE ROAD  
(APPROXIMATELY  
5921 W. RYAN RD.)        G.3.   Alderwoman Day moved to adopt Resolution No. 2024-8106, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TKNS 899-9991-002, 899-9991-003, 899-9991-005 AND VACATED SERVICE ROAD LYING NORTH ABUTTING LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 1330 (APPROXIMATELY 5921 WEST RYAN ROAD) (SPELLMAN TRAILERS, INC., APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried.
  
- RES. 2024-8107  
SIGNAGE EASEMENT  
AND LAND  
COMBINATION  
(5921 W. RYAN RD.)  
(SPELLMAN  
TRAILERS, INC.)            G.4.   Alderman Holpfer moved to adopt Resolution No. 2024-8107, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A SIGNAGE AND LANDSCAPE EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A LAND COMBINATION PERMIT (5921 WEST RYAN ROAD) (SPELLMAN TRAILERS, INC., PROPERTY OWNER). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- PURCHASE OF 2013  
PIERCE SABER FIRE  
ENGINE
- G.5. Alderman Barber moved to authorize the purchase of a 2013 Pierce Saber Fire Engine from the City of Lake Mills and fund associated setup and outfitting cost from the Capital Equipment Fund (42-0221-5811) not to exceed \$242,000. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
- RES. 2024-8108  
EXECUTE  
STATEMENTS OF  
NON-  
REIMBURSEMENTS  
TO WIDOT ALONG  
W. RYAN RD./W/ ST.  
MARTINS RD. AND  
TEMPORARY  
CONSTRUCTION  
EASEMENTS FOR  
SAME AREAS
- G.6. Alderman Holpfer moved to adopt Resolution No. 2024-8108, A RESOLUTION TO EXECUTE STATEMENTS OF NON-REIMBURSEMENTS BY FRANKLIN WATER AND SEWER UTILITIES TO WISCONSIN DEPARTMENT OF TRANSPORTATION ALONG W. RYAN ROAD/W. ST. MARTINS ROAD (STH 100) FROM S. 60TH STREET TO W. ST. MARTINS ROAD AND AUTHORIZE TEMPORARY CONSTRUCTION EASEMENTS FOR SAME AREAS. Seconded by Alderman Craig. All voted Aye; motion carried.
- ORD. 2024-2598  
INCREASE  
ALLOWANCES FOR  
MAYOR AND  
ALDERPERSONS
- G.7. Alderman Barber moved to adopt Ordinance 2024-2598, AN ORDINANCE TO AMEND ORDINANCE NO. 98-1527, AN ORDINANCE TO CHANGE THE SALARIES FOR MAYOR AND ALDERMAN, TO INCREASE THE ALLOWANCES FOR MILEAGE AND EXPENSES, INCLUDING TECHNOLOGY EXPENSES, FOR MAYOR AND ALDERPERSONS. Seconded by Alderman Hasan. On roll call, Alderman Holpfer, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber voted Aye, Alderman Craig voted no, motion carried (5-0-1).
- PLACEMENT OF  
COLLECTION  
CONTAINERS
- G.8. Alderwoman Eichmann moved to table to the March 19, 2024 common council meeting to bring back a new ordinance. Seconded by Alderman Craig. All voted Aye; motion carried.
- RES. 2024-8109  
INTERNAL  
PROCEDURE  
PROCESSES FOR  
UNIFORM  
APPLICATIONS
- G.9. Alderman Barber moved to adopt Resolution 2024-8109, A RESOLUTION TO CONFIRM INTERNAL PROCEDURES ON ENTERTAINMENT EVENTS AND THE REQUIRED PERMITTING AND PROCESSES MUNICIPAL OFFICIALS AND STAFF SHALL APPLY TO OBTAIN UNIFORM APPLICATION FOR THE PROTECTION OF THE HEALTH, SAFETY AND WELL-BEING OF THE COMMUNITY. (Option A) Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

- ORD. 2024-2599  
AMEND BUDGET FOR  
GENERAL, HEALTH,  
DEVELOPMENT,  
CAPITAL OUTLAY,  
EQUIPMENT,  
CAPITAL  
IMPROVEMENT,  
STREET, TID 6, TID 8  
AND SANITARY  
SEWER FUND.
- G.10. Alderman Holpfer moved to adopt Ordinance 2024-2599, AN ORDINANCE TO AMEND ORDINANCE NO. 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE GENERAL FUND, HEALTH GRANT FUND, DEVELOPMENT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, STREET IMPROVEMENT FUND, TID 6 FUND, TID 8 FUND AND THE SANITARY SEWER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2024 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2023 BUDGET AS AMENDMENTS TO THE 2024 BUDGET. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.
- WATER SERVICES  
AND HYDRANTS
- G.11. Alderman Barber moved to authorize staff to return with an ordinance and changes to easement template to: require all water services and appurtenances (6-inch diameter and greater) on private property to be dedicated to the City; change easement language to restrict City responsibility for maintenance of pipe, fittings, valves, hydrants and other water appurtenances only; require property owner to make all restorations to surface; and allow charging costs to property owner. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ORD. 2024-2600  
HISTORICAL  
SOCIETY CHAPEL  
PAINTING
- G.12. Alderman Barber moved to adopt Ordinance 2024-2600, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$12,180 APPROPRIATIONS FOR EXTERIOR PAINTING OF THE FRANKLIN HISTORICAL SOCIETY'S CHAPEL PROJECT. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
- COMMITTEE OF THE  
WHOLE  
RECOMMENDATIONS
- G.13. Upon recommendation from the Committee of the Whole Meeting of March 4, 2024:
- ARPA FUND  
WATERMAIN
- (a) Alderman Hasan moved to Use Excess American Rescue Plan Act Funds for a Watermain Project along S. Lovers Lane from W. St. Martins Road to 8120 S. Lovers Lane. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ARPA FUND UTILITY  
PROJECT
- (b) Alderman Hasan moved to Use Excess American Rescue Plan Act Funds for Utility Projects in the Vicinity of S. 80<sup>th</sup> Street, S. 76<sup>th</sup> Street and W. Ryan Road. Seconded by Alderwoman Day. All voted Aye; motion carried.
- (c) Alderman Hasan moved to direct the Director of Administration to move forward with a request for quote with Johnson Controls

COMPREHENSIVE  
EFFICIENCY  
PROGRAM

for a Comprehensive Efficiency Program to Benefit our Aging Municipal Buildings and Create Cost Savings Efficiencies. Seconded by Alderman Barber. All vote Aye; motion carried.

MISCELLANEOUS  
LICENSES

H. Alderman Craig moved to approve the following licenses of the License Committee Meeting of March 5, 2024:

No action taken for 2023-24 Operator License for - Robert Meyer due to not showing up for multiple appearances;  
Grant 2023-24 Operator License to: Isabella Hollis & Amanda Snieg;  
Grant Temporary Class "B" Beer to: Franklin Noon Lions Club-Independence Celebration & St. Martin's Fair, William Tietjen, 9229 W. Loomis Rd. and St. Martin's Rd., 7/3 through 7/6/2024 and 9/1 through 9/2/2024.

Seconded by Alderman Barber. All voted Aye; motion carried.

VOUCHERS AND  
PAYROLL

I. Alderman Barber moved to approve City vouchers with an ending date of February 29, 2024, in the amount of \$ 5,994,818.99, and payroll dated February 23, 2024 in the amount of \$ 465,629.61 and payments of the various payroll deductions in the amount of \$ 515,987.97, plus City matching payments, and estimated payroll dated March 8, 2024 in the amount of \$ 490,000 and payments of the various payroll deductions in the amount of \$ 255,000, plus City matching payments. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 8:33 p.m. Seconded by Alderwoman Day. All voted Aye; motion carried.

<p><b>APPROVAL</b></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b>  03-19-24</p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>ROC Ballpark Commons Noise-Related Updates.</b></p>	<p><b>ITEM NUMBER</b> M.1.</p>

The Milwaukee County Sound Study will be discussed at the April 9, 2024 Committee of the Whole.

**COUNCIL ACTION REQUESTED**

None

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<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b>  03/19/24</p>
<p align="center"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p align="center"><b>STANDARDS, FINDINGS AND DECISION OF THE CITY OF FRANKLIN COMMON COUNCIL UPON THE APPLICATION OF GREG MARSO, APPLICANT, FOR A SPECIAL EXCEPTION TO CERTAIN NATURAL RESOURCE PROVISIONS OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE</b></p>	<p align="center"><b>ITEM NUMBER</b>  M. 2.  District 2</p>

At their meeting on February 28, 2024, the Environmental Commission recommended approval of the Special Exception to natural resource provisions of the Unified Development Ordinance. The public hearing for this item was opened at the regular meeting of the Plan Commission on March 7, 2024; several neighbors spoke in favor of the request.

Following a properly noticed public hearing, the Commission recommended approval of the requested exception.

The Environmental and Plan Commission’s recommendation has been reflected in the Decision section of the attached draft Standards, Findings, and Decision document, attached here.

The NRSE request is to allow for impacts to wetland, wetland buffer, and wetland setback to allow for grading and development of a single-family home.

**COUNCIL ACTION REQUESTED**

Adopt the standards, findings and decision of the City of Franklin Common Council upon the application of Greg Marso, Applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance.

*Draft 03/11/2024*

Standards, Findings and Decision  
of the City of Franklin Common Council upon the Application of  
GREG MARSO, applicant, for a Special Exception  
to Certain Natural Resource Provisions of the City of Franklin  
Unified Development Ordinance

Whereas, GREG MARSO, applicant, having filed an application dated September 3, 2022, for a Special Exception pursuant to Section 15-9.0110 of the City of Franklin Unified Development Ordinance pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature; a copy of said application being annexed hereto and incorporated herein as Exhibit A; and

Whereas, the application having been reviewed by the City of Franklin Environmental Commission and the Commission having made its recommendation upon the application, a copy of said recommendation dated February 28, 2024 being annexed hereto and incorporated herein as Exhibit B; and

Whereas, following a public hearing before the City of Franklin Plan Commission, the Plan Commission having reviewed the application and having made its recommendation thereon as set forth upon the report of the City of Franklin Planning Department, a copy of said report dated March 7, 2024 being annexed hereto and incorporated herein as Exhibit C; and

Whereas, the property which is the subject of the application for a Special Exception is located at 7570 S KENSINGTON WAY / 794 0064 000, zoned R-3E Suburban/Estate Single-Family Residence District, C-1 Conservation District, and such property is more particularly described upon Exhibit D annexed hereto and incorporated herein; and

Whereas, Section 15-10.0208B. of the City of Franklin Unified Development Ordinance, as amended by Ordinance No. 2003-1747, pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature, provides in part: “The decision of the Common Council upon any decision under this Section shall be in writing, state the grounds of such determination, be filed in the office of the City Planning Manager and be mailed to the applicant.”

Now, Therefore, the Common Council makes the following findings pursuant to Section 15-10.0208B.2.a., b. and c. of the Unified Development Ordinance upon

the application for a Special Exception dated September 3, 2022, by GREG MARSO, applicant, pursuant to the City of Franklin Unified Development Ordinance, the proceedings heretofore had and the recitals and matters incorporated as set forth above, recognizing the applicant as having the burden of proof to present evidence sufficient to support the following findings and that such findings be made by not less than four members of the Common Council in order to grant such Special Exception.

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): *but rather, the applicant states that "This condition we're looking to get solved is not self-imposed, the subdivision should never have been designed/approved by the City without an wetland outfall pipe to control the normal water level. this lot should be able to be filled the same as the neighbors have done in junction with the approved subdivision design."*

2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:

a. be unreasonably burdensome to the applicant and that there are no reasonable practicable alternatives: *the parcel cannot be developed without grant of this Special Exception, and would impose flooding issues on neighboring properties. The applicant further states that "City Engineering Staff and Graef thoroughly reviewed all options, this is the only option Engineering will approve the parcel" ; and*

b. unreasonably and negatively impact upon the applicant's use of the property and that there are no reasonable practicable alternatives: *The applicant further states that "the currently low grades on this property are allowing the flood water to run overland to the city storm in Kensington way. the grades need to be filled in to build a home. it is not an unreasonable request to be able to build a home on this property and have the yard grades match the neighbors and not flood out the lower neighbors on to the East."*

3. The Special Exception, including any conditions imposed under this Section will:

a. be consistent with the existing character of the neighborhood: *the proposed development with the grant of a Special Exception as requested will be consistent with the existing character of the neighborhood; and*

b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties: *The applicant states that "the opposite is true- by approving this request it will solve an existing major flooding issue within Wyndham Hills", and*

c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement: *The applicant states that "the ordinance/subdivision is designed for a home to be built on this property"; and*

d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development: *(this finding only applying to an application to improve or enhance a natural resource feature): n/a.*

The Common Council considered the following factors in making its determinations pursuant to Section 15-10.0208B.2.d. of the Unified Development Ordinance.

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: *The applicant states that "By approving this request it allows a home to be built with grading that matches the immediate neighbors and solves a subdivision flooding issue."*

2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: *The applicant states that "This is the last lot to be built on the wetland in Wyndham Hills, by approving this request it will solve the flooding issues the others have."*

3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: *Applicant plans to "Build a home on this property and not flood other homes on the wetland "*

4. Aesthetics: *"This is a single family lot in a single family subdivision, it's intent is to have a home on it and building that home should not cause other homes to be flooded out."*

5. Degree of noncompliance with the requirement allowed by the Special Exception: *"This request is asking for all the 30' buffer to be filled in to some extent."*

6. Proximity to and character of surrounding property: *The applicant states that "Established single family homes "*

7. Zoning of the area in which property is located and neighboring area: *R-3E Suburban/Estate Single-Family Residence District*

8. Any negative affect upon adjoining property: *No negative affect upon adjoining property is perceived.*

9. Natural features of the property: *The applicant states "None, vacant lot."*
10. Environmental impacts: *The applicant states that "Only positive - solves subdivision flooding issue and allows a home to be constructed on this property."*
11. A recommendation from the Environmental Commission as well as a review and recommendation prepared by an Environmental Commission-selected person knowledgeable in natural systems: *The Environmental Commission recommendation and its reference to the report of February 28, 2024 is incorporated herein.*
12. The practicable alternatives analysis required by Section 15-9.0110C.4. of the Unified Development Ordinance and the overall impact of the entire proposed use or structure, performance standards and analysis with regard to the impacts of the proposal, proposed design solutions for any concerns under the Ordinance, executory actions which would maintain the general intent of the Ordinance in question, and other factors relating to the purpose and intent of the Ordinance section imposing the requirement: *The Plan Commission recommendation and the Environmental Commission recommendation 7570 S KENSINGTON WAY / 794 0064 000 these factors and are incorporated herein.*

#### Decision

*Upon the above findings and all of the files and proceedings heretofore had upon the subject application, the Common Council hereby grants a Special Exception for such relief as is described within Exhibit C, upon the conditions:*

- 1) that the natural resource features and mitigation areas upon the properties to be developed be protected by a perpetual conservation easement to be approved by the Common Council prior to any development within the areas for which the Special Exception is granted prior to the issuance of any Occupancy Permits;*
- 2) that the applicant obtain all other necessary approval(s) from all other applicable governmental agencies prior to any development within the areas for which the Special Exception is granted;*
- 3) that all development within the areas for which the Special Exception is granted shall proceed pursuant to and be governed by the approved Natural Resource Protection Plan and all other applicable plans for GREG MARSO, applicant, and all other applicable provisions of the Unified Development Ordinance.*
- 4) The applicant shall provide an updated & confirmed Wetland Delineation Report as required by §15-4.0102 G.*
- 5) The wetland boundary shall have conservation signage or boulders placed to delineate the(se) area(s) as protected*
- 6) The applicant shall provide conservation easements for areas of natural resources to be preserved (§15- 4 0103 B.1.d, §15-7 0201 H)*
- 7) The applicant shall provide an updated & confirmed Wetland Delineation Report as required by §15-4.0102 G.*

- 8) *The wetland boundary shall have conservation signage or boulders placed to delineate the(se) area(s) as protected.*
- 9) *other conditions as necessary*

*The duration of this grant of Special Exception is permanent.*

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:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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



**City of Franklin Environmental Commission**

TO: Common Council  
 DATE: February 28, 2024  
 RE: Special Exception application review and recommendation  
 APPLICATION: Greg Marso, Applicant, dated: September 8, 2022  
 (7570 S KENSINGTON WAY / 794 0064 000)

**I. §15-9.0110 of the Unified Development Ordinance Special Exception to Natural Resource Feature Provisions Application information:**

1. Unified Development Ordinance Section(s) from which Special Exception is requested:
  - a. §15-4.0102.G, Wetland and Shoreland Wetlands
  - b. §15-4.0102.H, 30' Wetland Buffer
  - c. §15-4.0102.I, Wetland Setbacks
  
2. Nature of the Special Exception requested (description of resources, encroachment, distances and dimensions): The applicants request is for an exception to “across entire width of East property line (approximately 105' long) of lot 59 Wyndham Hills Subdivision located at 7570 Kensington Way up to remaining additional 1,000sf of wetlands remaining per WDNR letter dated 8-01-18 along with the 1,326sf of wetlands on the property per the original subdivision plat.”

Natural Resources on Site				Measurements in Square Feet
	Permit	Exemption	Remaining	Total
Wetland	1500	7702	2326	11528
Buffer	2800	0	2560	5360
SB	2000	0	2150	4150

Permanent Disturbance/Impact				Measurements in Square Feet
	Permit	Exemption	Remaining	Total
Wetland	1500	7702	0	9202
Buffer	2800	0	2560	5360
SB	2000	0	2150	4150

3. Applicant's reason for request: To allow for grading and fill in wetland areas to install and bury a proper wetland overflow drainage pipe to control normal high-water elevations and grade the lot to match the immediate neighbors and the original subdivision grading plan. Lot is proposed to be developed with a single-family home.
4. Applicant's reason why request appropriate for Special Exception: Applicant states that "Being able to install the drainage pipe and grade the lot to match the neighboring properties will prevent the neighboring properties from flooding once a home is built on this lot. The intent of this property is to have a home on it without flooding the other homes around the wetland, installing the drainage pipe will allow for this."

**II. Environmental Commission review of the §15-9.0110C.4.f. Natural Resource Feature impacts to functional values:**

1. Diversity of flora including State and/or Federal designated threatened and/or endangered species: Applicant affirms that none will be affected. "DNR and Army Corps have decided that what we are looking to fill is exempt from their rules."
2. Storm and flood water storage: Applicant states that "filling this property will put it back to the original plotted purpose it should not be used for flood water storage, the main reason it floods now is that the City cut an emergency swale through the property in 2009 and was never properly filled back in."
3. Hydrologic functions: Applicant affirms that none will be affected.
4. Water quality protection including filtration and storage of sediments, nutrients or toxic substances: Applicant affirms that none will be affected
5. Shoreline protection against erosion: Applicant states that "after filling the edge against the wetland will be seeded the same as the neighbors have done to prevent erosion."
6. Habitat for aquatic organisms: Applicant affirms that none will be affected.
7. Habitat for wildlife: Applicant affirms that none will be affected.
8. Human use functional value: Applicant states that "the lot needs to be filled for the plotted lot to meet it's intent, for a home to be built and not flood, just



like the immediate neighbors and installing the piping will prevent the neighbors on the opposite side of the wetland yards/basements from flooding.”

9. Groundwater recharge/discharge protection: Applicant affirms that this will not be affected.
10. Aesthetic appeal, recreation, education, and science value: Applicant states that “the lot needs to be filled for the plotted lot to meet it's intent, for a home to be built and not flood, just like the immediate neighbors and installing the piping will prevent the neighbors on the opposite side of the wetland yards/basements from flooding.”
11. State or Federal designated threatened or endangered species or species of special concern: Applicant affirms that none will be affected.
12. Existence within a Shoreland: Applicant affirms that none will be affected.
13. Existence within a Primary or Secondary Environmental Corridor or within an Isolated Natural Area, as those areas are defined and currently mapped by the Southeastern Wisconsin Regional Planning Commission from time to time: Applicant affirms that none will be affected.

### **III. Environmental Commission review of the §15-10.0208B.2.d. factors and recommendations as to findings thereon:**

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): Applicant states that “This condition we're looking to get solved is not self-imposed, the subdivision should never have been designed/approved by the City without an wetland outfall pipe to control the normal water level. this lot should be able to be filled the same as the neighbors have done in conjunction with the approved subdivision design.”
2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:
  - a. be unreasonably burdensome to the applicants and that there are no reasonable practicable alternatives: the parcel cannot be developed without grant of this Special Exception, and would impose flooding issues on neighboring properties. The applicant further states that “City Engineering Staff and Graef thoroughly reviewed all options, this is the only option Engineering will approve the parcel” ; *and*

- b. unreasonably and negatively impact upon the applicants' use of the property and that there are no reasonable practicable alternatives: The applicant further states that "the currently low grades on this property are allowing the flood water to run overland to the city storm in Kensington way. the grades need to be filled in to build a home, it is not an unreasonable request to be able to build a home on this property and have the yard grades match the neighbors and not flood out the lower neighbors on to the East."
3. The Special Exception, including any conditions imposed under this Section will:
- a. be consistent with the existing character of the neighborhood: the request will allow for single-family development consistent with the zoning of the subdivision. The applicant states that "by approving the request it will solve a major subdivision flooding issue and allow a home to be built on this property as it is intended to for"; *and*
  - b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties: The applicant states that "the opposite is true- by approving this request it will solve an existing major flooding issue within Wyndham Hills"; *and*
  - c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement: The applicant states that "the ordinance/subdivision is designed for a home to be built on this property"; *and*
  - d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development (*this finding only applying to an application to improve or enhance a natural resource feature*): n/a

**IV. Environmental Commission review of the §15-10.0208B.2.a., b. and c. factors and recommendations as to findings thereon:**

- 1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: The applicant states that "By approving this request it allows a home to be built with grading that matches the immediate neighbors and solves a subdivision flooding issue."
- 2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: The applicant states that "This is the last lot

to be built on the wetland in Wyndham Hills, by approving this request it will solve the flooding issues the others have.”

3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: Applicant plans to “Build a home on this property and not flood other homes on the wetland.”
4. Aesthetics: The applicant states that “This is a single family lot in a single family subdivision, it's intent is to have a home on it and building that home should not cause other homes to be flooded out.”
5. Degree of noncompliance with the requirement allowed by the Special Exception: The applicant states that “This request is asking for all the 30' buffer to be filled in to some extent.”
6. Proximity to and character of surrounding property: The applicant states that “Established single family homes.”
7. Zoning of the area in which property is located and neighboring area: R-3E Suburban/Estate Single-Family Residence District.
8. Any negative affect upon adjoining property: The applicant states that “None, and solves a subdivision flooding problem.”
9. Natural features of the property: The applicant states “None, vacant lot.”
10. Environmental impacts: The applicant states that “Only positive - solves subdivision flooding issue and allows a home to be constructed on this property.”

#### **V. Environmental Commission Recommendation:**

The Environmental Commission has reviewed the subject Application pursuant to §15-10.0208B. of the Unified Development Ordinance and makes the following recommendation:

1. The recommendations set forth in Sections III. and IV. Above are incorporated herein.
2. The Environmental Commission recommends approval of the Application upon the aforesaid recommendations for the reasons set forth therein.
3. The Environmental Commission recommends that should the Common Council approve the Application, that such approval be subject to the following conditions:

- a. The applicant shall provide an updated & confirmed Wetland Delineation Report as required by §15-4.0102.G.
- b. The wetland boundary shall have conservation signage or boulders placed to delineate the(se) area(s) as protected.
- c. The applicant shall provide conservation easements for areas of natural resources to be preserved (§15- 4.0103.B.1.d, §15-7.0201.H).

The above review and recommendation was passed and adopted at a regular meeting of the Environmental Commission of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Linda Horn, Chairman

Attest:

\_\_\_\_\_  
Amy Serafin, Vice-Chairman



**REPORT TO THE PLAN COMMISSION**

**Meeting of March 7, 2024  
Natural Resource Special Exception**

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**RECOMMENDATION:** City Development Staff recommends approval of the proposed NRSE, subject to the conditions of approval in the attached draft resolution.

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<b>Project Name:</b>	<b>Kensington Way NRSE</b>
<b>Property Owner:</b>	Greg Marso
<b>Applicant/Agent:</b>	Greg Marso
<b>Property Address/Tax Key Number:</b>	7570 S KENSINGTON WAY / 794 0064 000
<b>Aldermanic District:</b>	District 2
<b>Zoning District:</b>	R-3E Suburban/Estate Single-Family Residence District, C-1 Conservation District
<b>Use of Surrounding Properties:</b>	R-3E Suburban/Estate Single-Family Residence District, C-1 Conservation District
<b>Application Request:</b>	Natural Resource Special Exception to allow for grading and fill in wetland areas
<b>Staff Planner:</b>	Marion Ecks, AICP

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This parcel is subject to flooding as a result of issues with stormwater design in the area. The applicant, Greg Marso, would like to install a wetland overflow piping system into the city storm sewer, and restore the grade with fill to allow for a new single-family home. This will impact wetland setback, wetland buffer, and wetland areas.

**CHARACTER OF THE SITE AND SURROUNDING AREA**

The property is zoned R-3E Suburban/Estate Single-Family Residence District, and is located in the Wyndham Hills subdivision. The area is primarily single-family residential; several lots abut a large wetland which is part of a complex of wetlands and water features in the area. Future development of the lot must conform to lot coverage and other development standards of the R-3E zoning district.

**NATURAL RESOURCE SPECIAL EXCEPTION REQUEST**

Natural Resources are protected by the City of Franklin UDO Part 4: Natural Resource Protection. Impacts to resources in excess of these standards require a Natural Resource Special Exception (§15-10.0208). In addition to the standards of Part 4, which regulates the degree of allowable disturbance, and procedures to mitigate or restore such disturbance, the standards of §15-7.0201 also apply to Natural Resource Protection Plan (NRPP) documents to be filed with the City.

The applicant's request is to impact areas of wetland, wetland buffer (30') and wetland setback (50'). There are no temporary impacts to any natural resource – all impacts to wetland, setback, and buffer, are permanent.

The applicant has obtained two permits for fill from WI DNR.

- February 27, 2017, the DNR issues General Permit GP-SE-2016-41-01833 for impacts to up to 1,500 Square Feet of wetland.
- August 1, 2018 Exemption EXE-SE-2018-41-02255 determined that 7,702 Square Feet of wetland are exempt from DNR regulation. Areas that receive this exemption are then exempt from local regulations to setback and buffer.
- Jan 3, 2019 Army Corps determination 2016-07907-ANM that these wetlands are not waters of the United States.

The applicant's materials detail the following:

*Measurements in Square Feet*

Natural Resources on Site					
	Permit		Exemption	Remaining	Total
Wetland	1500		7702	2326	11528
Buffer	2800		0	2560	5360
SB	2000		0	2150	4150

Permanent Disturbance/Impact					
	Permit		Exemption	Remaining	Total
Wetland	1500		7702	0	9202
Buffer	2800		0	2560	5360
SB	2000		0	2150	4150

2,326 Square Feet of wetland will remain undisturbed.

A wetland delineation confirmation letter was provided for the application, dated June 27, 2016. Wetland delineations may not be older than five years so this is therefore no longer valid as of June 27, 2021. They will therefore be required to provide an updated & confirmed Wetland Delineation Report (§15-4.0102.G.). Conservation easements must be submitted for all natural resources to be protected outside of this approval. In addition, staff recommends that wetland boundary shall have conservation signage or boulders placed to delineate the area(s) as protected and not to be disturbed.

Per Section 15-10.0208 of the Unified Development Ordinance (UDO), the applicant shall have the burden of proof to present evidence sufficient to support a Natural Resource Special Exception

(NRSE) request. The applicant has presented evidence for the request by answering the questions and addressing the statements that are part of the Natural Resource Special Exception (NRSE) application. The applicant's responses to the application's questions and statements are attached for your review.

## **ENVIRONMENTAL COMMISSION RECOMMENDATION**

Also attached is a document titled, "City of Franklin Environmental Commission" that the Environmental Commission must complete and forward to the Common Council. The questions and statements on this document correspond with the Natural Resource Special Exception (NRSE) application questions and statements that the applicant has answered and addressed. Staff recommendations were incorporated into the draft *Environmental Commission Special Exception Review and Recommendation* as proposed conditions of approval. These recommendations are further contained in the decisions section of the attached draft *Standards, Findings and Decision of the City of Franklin* document.

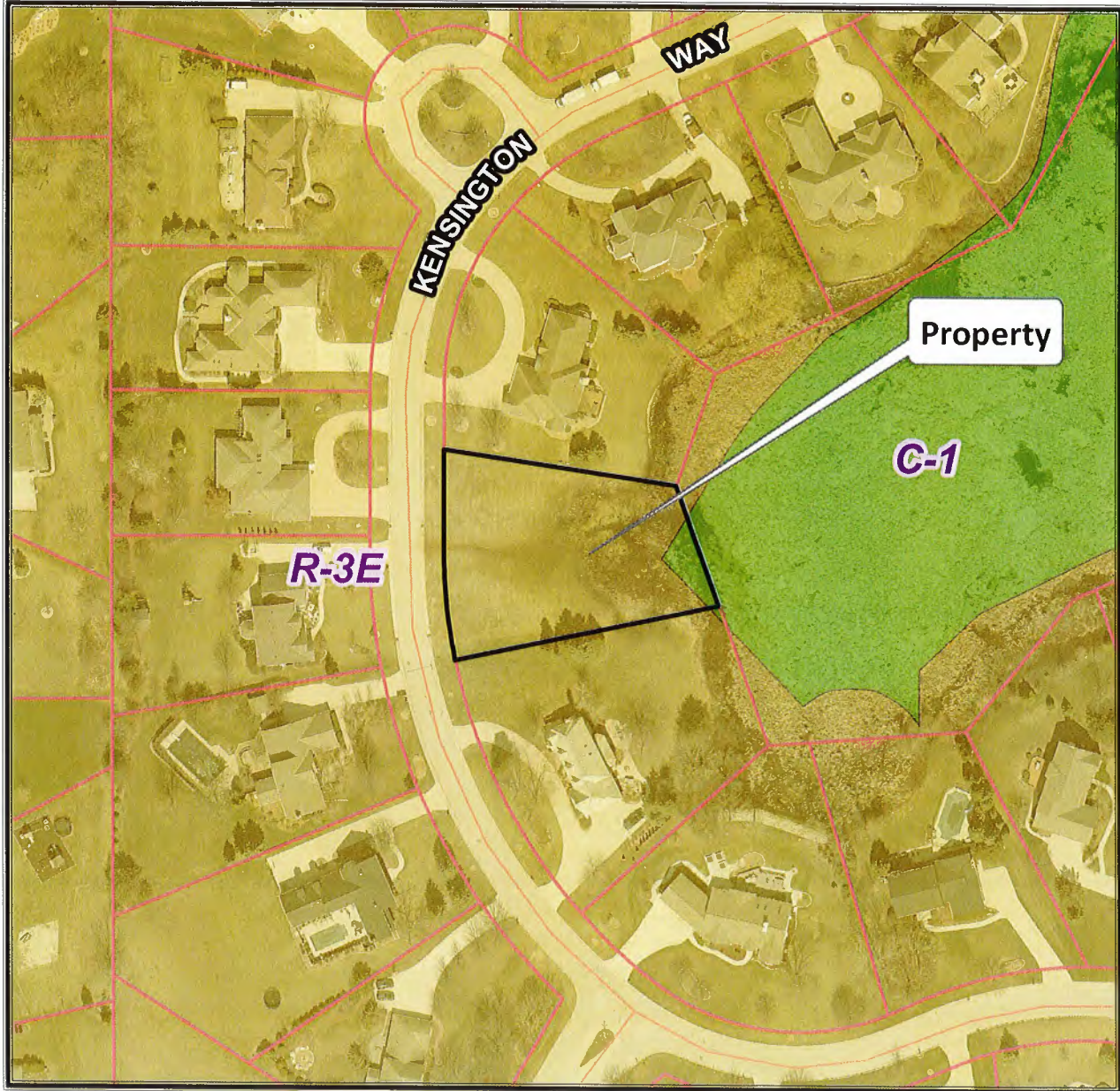
The Environmental Commission reviewed this application at their February 28, 2024 meeting. As timing required that this report be completed prior to the Environmental Commission meeting, staff will convey the results to the Plan Commission during their review presentation.

## **CONCLUSION AND STAFF RECOMMENDATION**

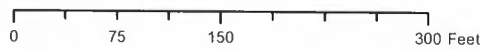
Staff finds that the application is reasonable and recommends approval of the proposed NRSE, subject to recommended conditions of approval.



7570 S. Kensington Way  
TKN 794 0064 000



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

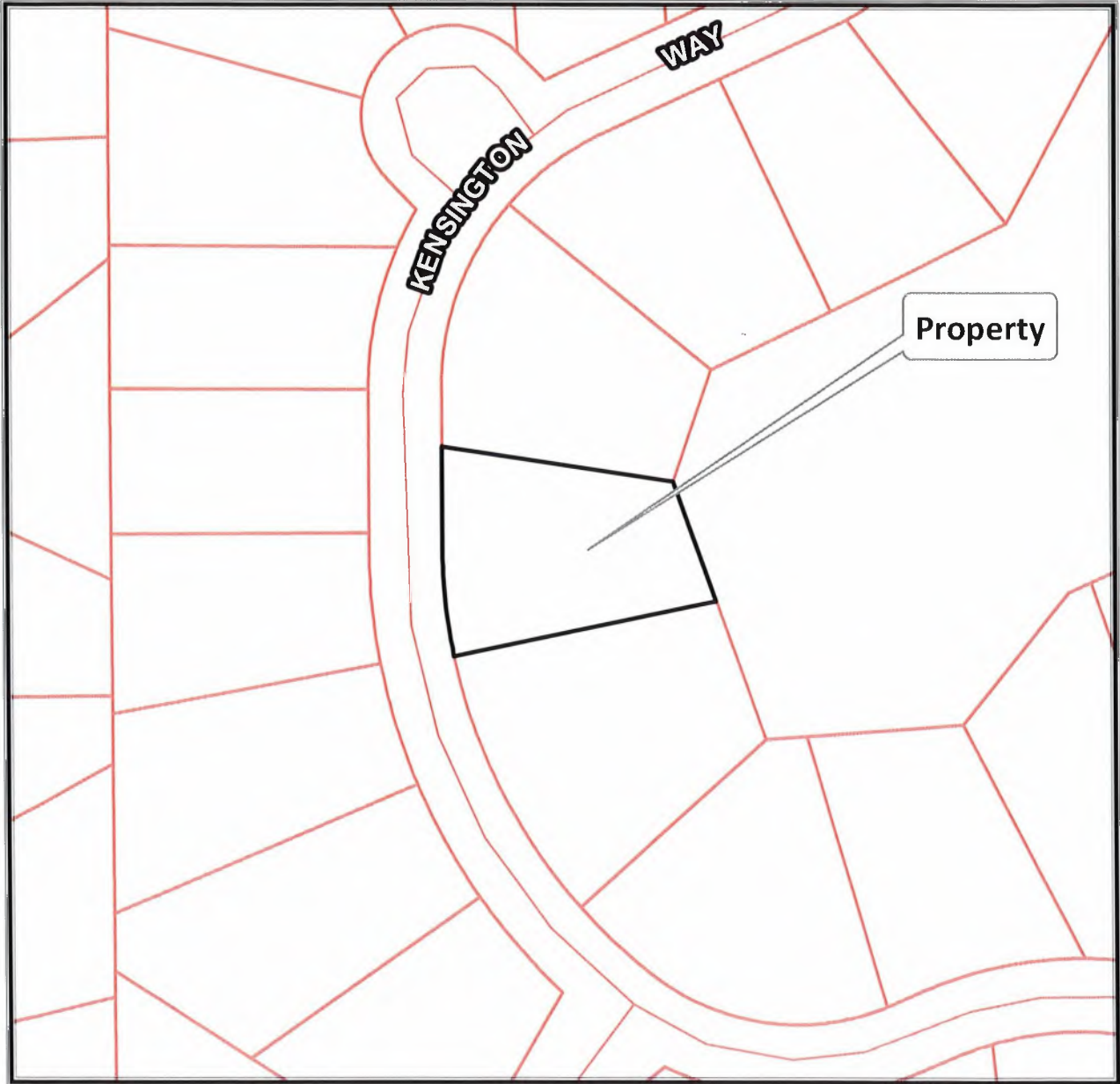


2021 Aerial Photo

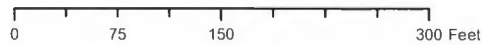
*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*



7570 S. Kensington Way  
TKN 794 0064 000



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



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



**NATURAL RESOURCE SPECIAL EXCEPTION APPLICATION  
7570 KENSINGTON WAY**

**Updated Submittal for Environmental Commission  
February 15, 2024**

Table of Contents & Attachment Numbers

- 1- Table of Contents
- 2- Franklin NRSE Application
- 3- NRSE Questions & Answers Application
- 4- Names & Addresses of adjacent property owners
- 5- Project Narrative
- 6- GIS Photo of Property
- 7- Application Check submitted 10-03-22
- 8- Resubmitted Payment (original expired) 12-06-23
- 9- Legal Description of Subject Property in word.doc
- 10- Property Survey/Storm Sewer Plan
- 11- Arial Photo Version of Survey
- 12- NRPP & 12.1 Color Coded Version
- 13- Graef Storm Water Design
- 14- WI DNR Exemption Letter dated 08-01-18
- 15- Army Corps Letter dated 01-3-19
- 16- Tyler Beinlich Email
- 17- WI DNR Wetland Delineation Confirmation Letter dated 06-27-16
- 18- WI DNR Wetland Fill Permit dated 02-02-17
- 19- Email/Letter of support from Wyndham Hills HOA
- 20- Conservation Easement Exhibit
- 21- Conservation Easement Form
- 22- Updated Survey
- 23- Permitted Wetland Fill Survey
- 24- Permitted, Exempted, & Remaining Fill Exhibit
- 25- NRPP Table
- 26- Staff Comments 1-19-24 & GM Responses
- 27- Original Wetland Fill Permit Setback & Buffer Exhibit
- 28- Reserved for any Environmental Commission Comments
- 29- Reserved for any Applicant/Staff Comments from Environmental Commission Meeting
- 30- Reserved for any Plan Commission Comments
- 31- Reserved for any Applicant/Staff Comments from Plan Commission Meeting

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



APPLICATION DATE: \_\_\_\_\_

STAMP DATE: \_\_\_\_\_ city use only

## NATURAL RESOURCE SPECIAL EXCEPTION APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME: Greg Marso	NAME: Same
COMPANY: Marso Construction	COMPANY:
MAILING ADDRESS: 2305 Crissey Road	MAILING ADDRESS:
CITY/STATE: Sylvania, OH ZIP: 43560	CITY/STATE: ZIP:
PHONE: 414-349-9087	PHONE:
EMAIL ADDRESS: gregm@marsoco.com	EMAIL ADDRESS:

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 7570 Kensington	TAX KEY NUMBER: 794 0064 000
PROPERTY OWNER: Greg Marso	PHONE: 414-349-9087
MAILING ADDRESS: 2305 Crissey Road	EMAIL ADDRESS: gregm@marsoco.com
CITY/STATE: Sylvania, OH ZIP: 43560	DATE OF COMPLETION: office use only

### APPLICATION MATERIALS

The following materials must be submitted with this application form. \*incomplete applications and submittals cannot be reviewed.

- This application form accurately filled out with signature or authorization letters (see below).
- \$500 Application fee payable to the City of Franklin
- Word Document Legal description for the subject property.
- Three (3) collated sets of the following ...
  - ~~Three (3)~~ folded full size Plats of Survey, drawn to scale copies on 24" X 36" paper as required by Section 15-9.0110(B) of the Unified Development Ordinance.
  - ~~Three (3)~~ folded full size of the Natural Resource Protection Plan drawn to scale copies on 24" X 36" paper, see Sections 15-4.0102 and 15-7.0201 for information that must be denoted on or included with the NRPP.
  - ~~Three (3)~~ copies of the Natural Resource Protection Report if applicable. (see Section 15-7.0103Q of the UDO).
- One copy of all necessary governmental agency permits for the project or a written statement as to the status of any application for each such permit.
- Email or flash drive with all plans/submittal materials.

Natural Resource Special Exception requests require review by the Environmental Commission, public hearing at and review by the Plan Commission, and Common Council approval prior to recording with Milwaukee County Register of Deeds.

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

### SIGNATURES

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

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

I, the applicant, certify that I have read the above page detailing the requirements for NRSE approval and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE:	APPLICANT SIGNATURE: SAME
NAME & TITLE: MARSO owner DATE: 10/03/22	NAME & TITLE: DATE:
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE: SAME DATE:	NAME & TITLE: DATE:



**Natural Resource Special Exception Question and Answer Form**

**Section 1: Per Section 15-9.0110, Applications for a Special Exception to stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback provisions, and for improvements or enhancements to a natural resource feature of this Ordinance shall include the following:**

- A. Name and address of the applicant and all abutting and opposite property owners of records. *(Please attach supplemental documents as necessary)*
- B. Plat of survey. Plat of survey prepared by a registered land surveyor showing all of the information required under §15-9.0102 of this Ordinance for a Zoning Compliance Permit. *(Please attach)*
- C. Questions to be answered by the applicant. Items on the application to be provided in writing by the applicant shall include the following:

1. Indication of the section(s) of the UDO for which a Special Exception is requested.

15-4.0102 H - 30' Wetland Buffer  
15-4.0102 I - Wetland Setbacks  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Statement regarding the Special Exception requested, giving distances and dimensions where appropriate.

Exemption requested across entire width of East property line (approximately 105' long) of lot 59 Wyndham Hills Subdivision located at 7570 Kensington Way up to remaining additional 1,000sf of wetlands remaining per WDNR letter dated 8-01-18 along with the 1,326sf of wetlands on the property per the original subdivision plat  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Statement of the reason(s) for the request.

To install and bury a proper wetland overflow drainage pipe to control normal high water elevations and grade the lot to match the immediate neighbors and the original subdivision grading plan  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Statement of the reasons why the particular request is an appropriate case for a Special Exception, together with any proposed conditions or safeguards, and the reasons why the proposed Special Exception is in harmony with the general purpose and intent of the Ordinance. In addition, the statement shall address any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district, including a practicable alternative analysis as follows:

Being able to install the drainage pipe and grade the lot to match the neighboring properties will prevent the neighboring properties from flooding once a home is built on this lot. The intent of this property is to have a home on it without flooding the other homes around the wetland, installing the drainage pipe will allow for this.  
 \_\_\_\_\_  
 \_\_\_\_\_

a. Background and Purpose of the Project.

- i. Describe the project and its purpose in detail. Include any pertinent construction plans.

Install a proper wetland overflow piping system into the city storm sewer and fill this lot to original platted survey grades, see attached survey 19 0724 7570 Kensington Storm Sewer Plan

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- ii. State whether the project is an expansion of an existing work or new construction.

Sort of both- this project gets property about back to the original approved subdivision plat. the proposed storm piping is all new, but ties into the existing city storm

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- iii. State why the project must be located in or adjacent to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback to achieve its purpose

The purpose of this project is to control the normal water level of the existing wetland, the proposed piping must start at the edge of the wetland and the lot must filled to bury the piping as well as filled across the property for a home to be built and not the yard

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b. Possible Alternatives.

- i. State all of the possible ways the project may proceed without affecting the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback as proposed.

Graef has extensively looked at alternative pipe locations and along with City Engineering Staff has decided this is the only location for the proposed piping

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- ii. State how the project may be redesigned for the site without affecting the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.

What we are proposing is the only option

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- iii. State how the project may be made smaller while still meeting the project's needs.

The project as proposed has been scaled back to the minimum required to solve the flooding problems

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iv. State what geographic areas were searched for alternative sites.  
We (Graef, Engineering Staff, Myself) looked at installing the  
outfall pipe to all other directions,  
North, South, and East. Going west into the existing storm  
sewer is the only viable option

v. State whether there are other, non-stream, or other non-navigable water, non-shore buffer, non-wetland, non-wetland buffer, and/or non-wetland setback sites available for development in the area.

No

vi. State what will occur if the project does not proceed.  
Homes, yards, and electrical transformers will continue to flood  
around the wetland, and his lot will remain unsellable-buildable

c. Comparison of Alternatives.

i. State the specific costs of each of the possible alternatives set forth under sub.2., above as compared to the original proposal and consider and document the cost of the resource loss to the community.

The alternative locations were looked at without cost considerations  
it just happens that the best route for the piping happens to be  
through this vacant lot.

ii. State any logistical reasons limiting any of the possible alternatives set forth under sub. 2., above.

None

iii. State any technological reasons limiting any of the possible alternatives set forth under sub. 2., above.

City Engineering Staff along with Graef decided the proposed route  
is the best/only real option

iv. State any other reasons limiting any of the possible alternatives set forth under sub. 2., above.

None- this is the only route City Engineering would approve

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- d. Choice of Project Plan. State why the project should proceed instead of any of the possible alternatives listed under sub.2., above, which would avoid stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback impacts.

There are no alternative

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- e. Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Description. Describe in detail the stream or other navigable water shore buffer, wetland, wetland buffer, and/or wetland setback at the site which will be affected, including the topography, plants, wildlife, hydrology, soils and any other salient information pertaining to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.

~~we are only looking to fill within the 30' wetland buffer, all the other homes around the wetland did this when they were built. we need to fill the buffer to install the storm piping and only asking to fill the lot the same as all the others have~~

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- f. Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Impacts. Describe in detail any impacts to the above functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback:

- i. Diversity of flora including State and/or Federal designated threatened and/or endangered species.

None- DNR and Army Corps have decided that what we are looking to fill is exempt from their rules

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- ii. Storm and flood water storage.

Filling this property will put it back to the original plotted purpose it should not be used for flood water storage, the main reason it floods now is that the City cut an emergency swale through the property in 2009 and was never properly filled back in

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- iii. Hydrologic functions.

None affected

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iv. Water quality protection including filtration and storage of sediments, nutrients or toxic substances.

None affected

v. Shoreline protection against erosion.

after filling the edge against the wetland will be seeded the same as the neighbors have done to prevent erosion

vi. Habitat for aquatic organisms.

None affected

vii. Habitat for wildlife.

None affected

viii. Human use functional value.

the lot needs to be filled for the plotted lot to meet it's intent, for a home to be built and not flood, just like the immediate neighbors and installing the piping will prevent the neighbors on the opposite side of the wetland yards/basements from flooding.

ix. Groundwater recharge/discharge protection.

Unaffected by this project

x. Aesthetic appeal, recreation, education, and science value.

same as response to viii. above



xi. Specify any State or Federal designated threatened or endangered species or species of special concern.

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

xii. Existence within a Shoreland.

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

xiii. Existence within a Primary or Secondary Environmental Corridor or within an Isolated Natural Area, as those areas are defined and currently mapped by the Southeastern Wisconsin Regional Planning Commission from time to time

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Water Quality Protection. Describe how the project protects the public interest in the waters of the State of Wisconsin.

by approving this project to proceed will be in the best public interest  
the subdivision should not have been built/approved by Franklin  
without this work being completed  
\_\_\_\_\_  
\_\_\_\_\_

5. Date of any previous application or request for a Special Exception and the disposition of that previous application or request (if any).

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Copies of all necessary governmental agency permits for the project or a written statement as to the status of any application for each such permit. *(Please attach accordingly)*

**Section 2: Staff recommends providing statements to the following findings that will be considered by the Common Council in determining whether to grant or deny a Special Exception to the stream, shore buffer, navigable water-related, wetland, wetland buffer and wetland setback regulations of this Ordinance and for improvements or enhancements to a natural resource feature, per Section 15-10.0208B.2. of the Unified Development Ordinance.**

- a. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature):

This condition we're looking to get solved is not self-imposed, the subdivision should never have been designed/approved by the City without an wetland outfall pipe to control the normal water level. this lot should be able to be filled the same as the neighbors have done in junction with the approved subdivision design

- b. Compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:

- i. be unreasonably burdensome to the applicants and that there are no reasonable practicable alternatives:

City Engineering Staff and Graef thoroughly reviewed all options, this is the only option Engineering will approve

\_\_\_\_\_ ; or

- ii. unreasonably and negatively impact upon the applicants' use of the property and that there are no reasonable practicable alternatives:

the currently low grades on this property are allowing the flood water to run overland to the city storm in Kensington way. the grades need to be filled in to build a home, it is not an unreasonable request to be able to build a home on this property and have the yard grades match the neighbors and not flood out the lower neighbors on to the East

- c. The Special Exception, including any conditions imposed under this Section will:

- i. be consistent with the existing character of the neighborhood:

by approving the request it will solve a major subdivision flooding issue and allow a home to be built on this property as it is intended to for

\_\_\_\_\_ ; and

- ii. not effectively undermine the ability to apply or enforce the requirement with respect to other properties:

the opposite is true- by approving this request it will solve an existing major flooding issue within Wyndham Hills

\_\_\_\_\_ ; and

- iii. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement:

the ordinance/subdivision is designed for a home to be built on this property

\_\_\_\_\_  
\_\_\_\_\_; and

- iv. **preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development (*this finding only applying to an application to improve or enhance a natural resource feature*):**

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. In making its determinations, the Common Council shall consider factors such as:

- i. **Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks:**

\_\_\_\_\_  
By approving this request it allows a home to be built with grading that matches the immediate neighbors and solves a subdivision flooding issue  
\_\_\_\_\_  
\_\_\_\_\_

- ii. **Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district:**

\_\_\_\_\_  
This is the last lot to be built on the wetland in Wyndham Hills, by approving this request it will solve the flooding issues the others have  
\_\_\_\_\_  
\_\_\_\_\_

- iii. **Existing and future uses of property; useful life of improvements at issue; disability of an occupant:**

\_\_\_\_\_  
Build a home on this property and not flood other homes on the wetland  
\_\_\_\_\_  
\_\_\_\_\_

- iv. **Aesthetics:**

\_\_\_\_\_  
This is a single family lot in a single family subdivision, it's intent is to have a home on it and building that home should not cause other homes to be flooded out  
\_\_\_\_\_  
\_\_\_\_\_

- v. **Degree of noncompliance with the requirement allowed by the Special Exception:**

\_\_\_\_\_  
This request is asking for all the 30' buffer to be filled in to some extent  
\_\_\_\_\_  
\_\_\_\_\_

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vi. **Proximity to and character of surrounding property:**  
Established single family homes

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vii. **Zoning of the area in which property is located and neighboring area:**  
R3-E

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viii. **Any negative affect upon adjoining property:**  
None, and solves a subdivision flooding problem

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ix. **Natural features of the property:**  
None, vacant lot

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x. **Environmental impacts:**  
Only positive- solves subdivision flooding issue and allows a home to be  
constructed on this property

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## 7570 Kensington Way Applicant, Abutting, & Opposite Property Owners

(All information obtained from City GIS Website 09-19-22)



7504 S Kensington Way

Steven & Angela Miller, mailing address: 3754 S 19<sup>th</sup> St Milwaukee, WI 53132

7520 S Kensington Way

David & Kathleen Ausloos, mailing address: same

7532 S Kensington Way

Shelley & Thomas Jansen, mailing address: same

7544 S Kensington Way

James & Deborah Brandes, mailing address: same

7558 S Kensington Way

Joan Seidel, mailing address: same

7570 Kensington (Applicant & Property Owner)

Greg Marso, 2305 N Crissey Road Sylvania, OH 43560

9302 W Kensington Way

Jeffery Klement, mailing address: same

9248 W Kensington Way

William & Kathryn Berezowitz, mailing address: same

9182 W Kensington Way

David & Mary Hempel, mailing address: same

9160 W Kensington Way

John & Susan Norhtey, mailing address: same

9130 W Kensington Way

Salah Sarsour, mailing address: same

9110 W Kensington Way

Douglas & Jaclynn Walsh, mailing address: same

7565 S Cambridge Dr

Randall & Jodi Dei, mailing address: same

7553 S Cambridge Dr

Michael & Eileen Schmalz, mailing address: same

7541 S Cambridge Dr

Daniel Kwiecinski, mailing address: same

7529 S Cambridge Dr

Brian Alexander, mailing address: same



7517 S Cambridge Dr

Brett & Lisa Law, mailing address: same

7505 S Cambridge Dr

Peter & Monica Sobic, mailing address: same

**7570 KENSINGTON WAY NRSE**

**9-21-22**

**PROJECT NARRATIVE**

**SECTION 15-9.0110 APPLICATION FOR SPECIAL EXCEPTIONS FOR NATURAL RESOURCES**

- A. Name and address of all adjacent property owners attached as a separate document.
- B. Plat of survey in two forms has been included as separate documents. The first is the actual survey and the second is that same survey overlaid onto an arial photo just for clarification purposes.
- C. All questions have been answered in the attached form. An expanded description of the proposed project and project purpose is included below:

**Project Description**

The proposed improvements to this property consist of installing 237 lineal feet of 12" storm sewer piping from the existing municipal storm sewer within Kensington Way to the existing 9.2-acre wetland to the East within the Wyndham Hills Subdivision and owned by the Wyndham Hills Homeowners Association. The engineering design for this piping was done by Graef-USA Inc. and has been reviewed and approved by Franklin Engineering. The details of their reviews and approved are included within this application submittal.

In conjunction with with the storm sewer install, filling/raising the existing grades within the wetland setback are needed to bury the proposed piping and allow this lot to be developed/filled in a similar manner to the existing neighbors. See proposed grades on survey and Graef memo attached as part of this submittal.

Specifically, to accomplish this, this submittal is asking for an NRSE to fill in 30' wetland buffer (15-4.0102 H) and plant turf grass and have ability for future homeowner to build within additional 20' wetland setback (15-40102 I) across the entire width of the property located at 7570 Kensington Way. Let is be noted that through working with WDNR we agreed to keep/add 1,000 sf to the original plotted wetland on this property.

**Identify the Basic Project Purpose and Need for the Project**

Controlling the normal water elevation in the 9.2-acre wetland has been a decades long problem for the subdivision. The subdivision was allowed to be built without any real overflow spillway or piping to control the normal water level. This would never happen by today's standards probably shouldn't have happened by the standards then.



There is an existing 6" flexible drain tile buried from the city storm to the wetland located between 2 homes 3-4 lots north of this one. We have been unable to figure out who put this in, it wasn't permitted, or inspected. The inlet side (wetland side) of this pipe was being maintained by City DPW for many years up until that responsibility was recently passed onto the HOA. This pipe is far from sufficient to control the normal water level. It's like trying to control the normal water level of a swimming pool through a straw.

I am proposing to install the storm piping that should have been installed when the subdivision was originally built and get permission to fill in this property so a home can be built in similar fashion as the other 17 neighbors have done that surround the wetland.

### **Additional Details in Support of the NRSE Application**

This property is located within the Wyndham Hills Subdivision which contains approximately 73 single family homes, and all is zoned R3-E and was mainly developed in the 1990's and built out by the early 2000's. This property (7570 Kensington, Lot 59) is only one of two vacant parcels within the subdivision and the only one located on the wetland. The property was developed by Carstensen along with many of the homes. I started working for Carstensen in 1999 and bought the company from him in 2011, I ran it up until 2020 when I sold it and moved out of state. I have extensive knowledge and a long history with Wyndham Hills.

In the spring of 2009 after continuing heavy rains, the Assistant City Engineer Ron Romeis and the head of the DPW (not sure actual job title) Jerry Schaffer came and found me, I was running the site work at the Wyndham Village Development (Target & Pick N Save) at the time. The Wyndham Hills wetland was overflowing into many of the resident's yards and was flooding all their electrical transformers, Ron and Jerry said if the water level was to raise any it would blow up all those transformers. They asked me to get a bulldozer over to Wyndham Hills immediately and cut an emergency drainage ditch to relieve the flood waters. Since this property, 7570 Kensington, was the only vacant property on the wetland, we cut the requested swale through this property to alleviate the flooding. That swale was never really filled back in and since then this property has been acting as an emergency overflow for the wetland. That drainage swale also allowed the original wetland to expand onto this property. The swale is clearly visible today on the City's GIS Mapping site, also attached to this submittal.

This parcel was sold to and held by the original purchaser from the 1990's with the "intent" to build a home on it until myself/my brother bought in 2015 when she decided she wasn't going ever build on it. I completely forgot about the drainage swale mentioned above. Since purchasing I was able to get an Artificial Wetland Exemption from WDNR in 8-01-18 and concurrence from Army Corps in 1-03-19 that the expanded wetlands from the drainage swale were artificial and not subject to their regulations, both those letters are included in this submittal. I did work with the DNR and agree to leave 1,000 sf of additional wetland on the property than was originally platted as shown on the attached survey.

When this subdivision was built, most all the lot grading was left 2-3 feet lower than the proposed finish yard grades, which was common practice at the time. This was done so when the basements were dug, the extra dirt could be used onsite to fill in the yards to the finish elevations and didn't need to be hauled offsite saving significant dollars. All the neighbors filled in their lots as designed when they built in the 1990's and early 2000's. This lot sat 2-3 feet low for almost 20 years and then was lowered even further when the overflow swale was dug.

Since the swale was dug, the electrical transformers in the neighbors yards have been safe from flooding to the best of my knowledge, but severe flooding still occurs. The goal of this NRSE is to solve the subdivision flooding issues around the wetland and be able to fill in this lot in as originally designed like all the neighbors have done.

If approved to be installed, I will give the HOA an access and maintenance easement through the property. The easement documents are currently being worked on by Greaf and would then be recorded on the deed of the HOA. The HOA will own and maintain the storm piping thought my property in said easement.

## **Section 15.40102 I – Proposed Construction Schedule and Sequence of Work**

### **Schedule**

The actual construction/installation of the storm piping will only take a few days. DF Tomasini will be the contractor I hire for the installation. They can be ready to start shortly after the permits are issued. I will work with DF Tomasini along with Piala's Nursery on the restoration and re-grading of the property, that timing will is weather dependent, but will happen ASAP.

### **Sequencing**

City to issue permit(s) to connect new piping to city storm and fill permit if needed

Erosion control to be installed per said permits

Piping location and depths to be surveyed/staked out

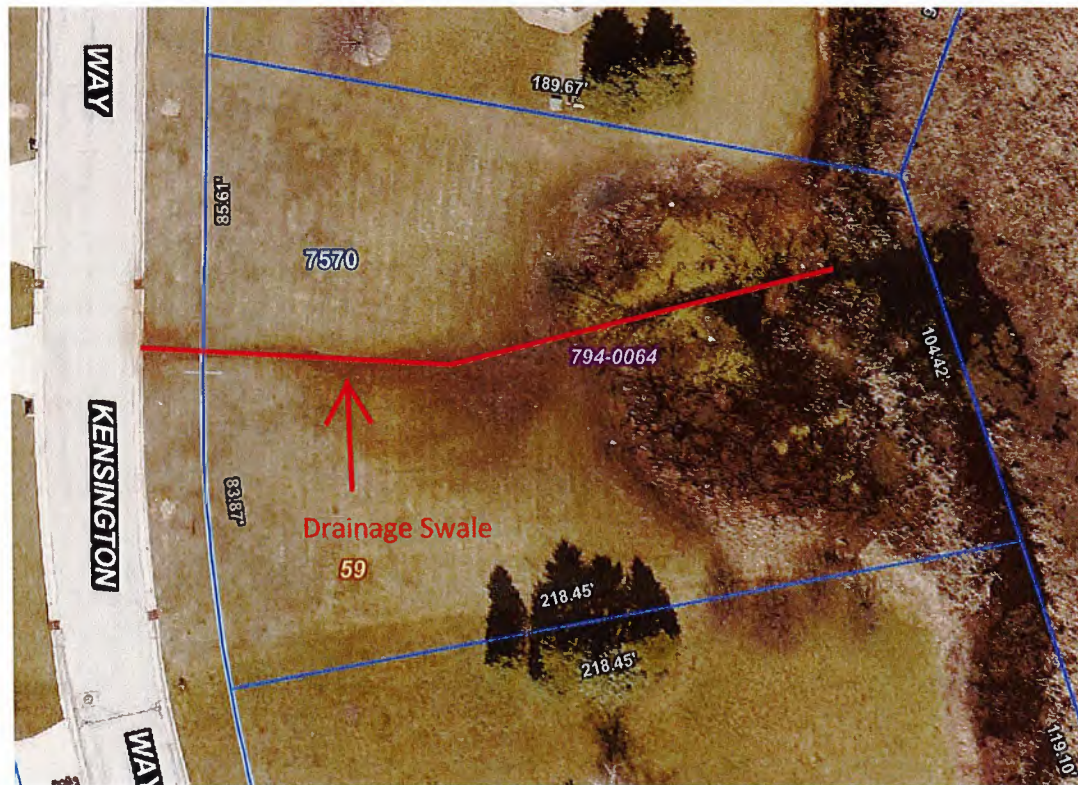
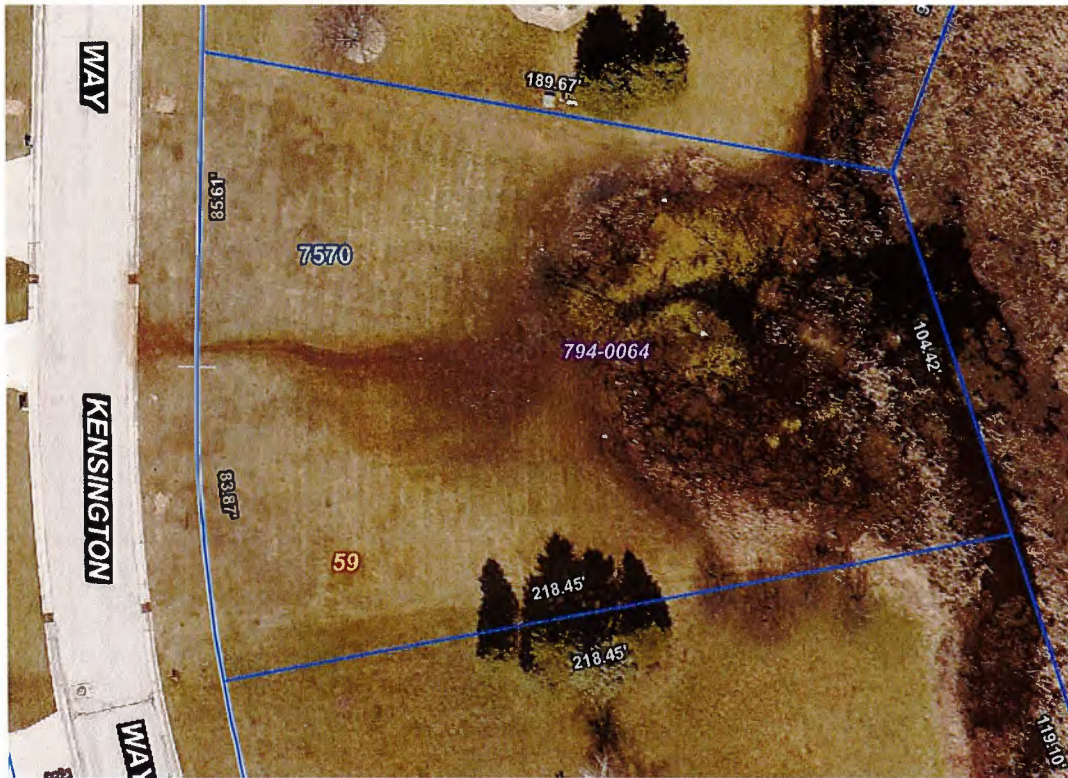
Piping to be installed

Grading/restoration to be completed

City to close out permits

Easement given to and recorded with the subdivision HOA

7570 KENSINGTON PICTURES FROM FRANKLIN GIS MAPPING SITE



## Attachment 8

**From:** [no-reply=invoicecloud.net@mg.invoicecloud.com](mailto:no-reply=invoicecloud.net@mg.invoicecloud.com) on behalf of [City of Franklin WI](#)  
**To:** [Greg Marso](#)  
**Subject:** City of Franklin WI Invoice# INV-PPZ23-0165 Payment Confirmation  
**Date:** Wednesday, December 6, 2023 10:03:43 AM

City of Franklin WI



### Dear Marso, Greg

---

Thank you for your payment to City of Franklin WI.



Your payment has been successfully processed and your account has been updated.

You will continue to receive an email each time a bill is ready for your review. This is an easy way to access, review and pay your bills.

If you haven't already gone paperless, please consider helping the environment, reducing your clutter and supporting our green

### Payment Confirmation

 **Account Number:**   
PPZ23-0165

 **Invoice Number:**   
INV-PPZ23-0165

 **Payment Amount:**   
\$514.75



strategy by opting to move to paperless billing in your next billing cycle. You will always have the option to print your bill directly from your computer if you need it for your records.


 **Message:**   
Approved 06316P

To go paperless, log on to your account at <https://www.invoicecloud.com/cityoffranklinwi> and select paperless options under My Profile. Then check the Yes, I want to go Paperless box and press update.

If you have any questions regarding your account, please email us at [treasurer@franklinwi.gov](mailto:treasurer@franklinwi.gov) and include your account number, first name and last name on the account.

Thank you for being a valued City of Franklin WI customer.

*Please Note: To ensure delivery of account related email notifications, please add [no-reply@invoicecloud.net](mailto:no-reply@invoicecloud.net) to your safe senders list.*

 Please consider the environment before printing this email

Certain email accounts block messages that you intend to receive. To make sure that you continue to receive updates from Invoice Cloud add [no-reply @ invoicecloud.net](mailto:no-reply@invoicecloud.net) to your address book. © 2010-2020, Invoice Cloud. All rights reserved.

Attachment (9)

**7570 Kensington Way**  
**Property Legal Description**

**LOCATION:**

7570 Kensington Way, Franklin, Wisconsin

**LEGAL DESCRIPTION:**

Lot 59 in Wyndham Hills Addition No. 1, being a subdivision of a part of the Northwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 9, and the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin



MISSION: **INNOVATIVE**  
**PROFESSIONAL** PROJECT SOLUTION PROVIDER  
 MILWAUKEE REGIONAL OFFICE  
 102 NORTH MARQUETTE SQUARE SUITE 1  
 MILWAUKEE, WI 53202  
 P: 262.513.0594  
 CLIENT:

CLIENT ADDRESS  
 PROJECT: **WYNDHAM HILLS**  
**LOT 59**  
 5905 W 151<sup>ST</sup> / S4410  
 FRANKLIN, WI  
 MILWAUKEE COUNTY

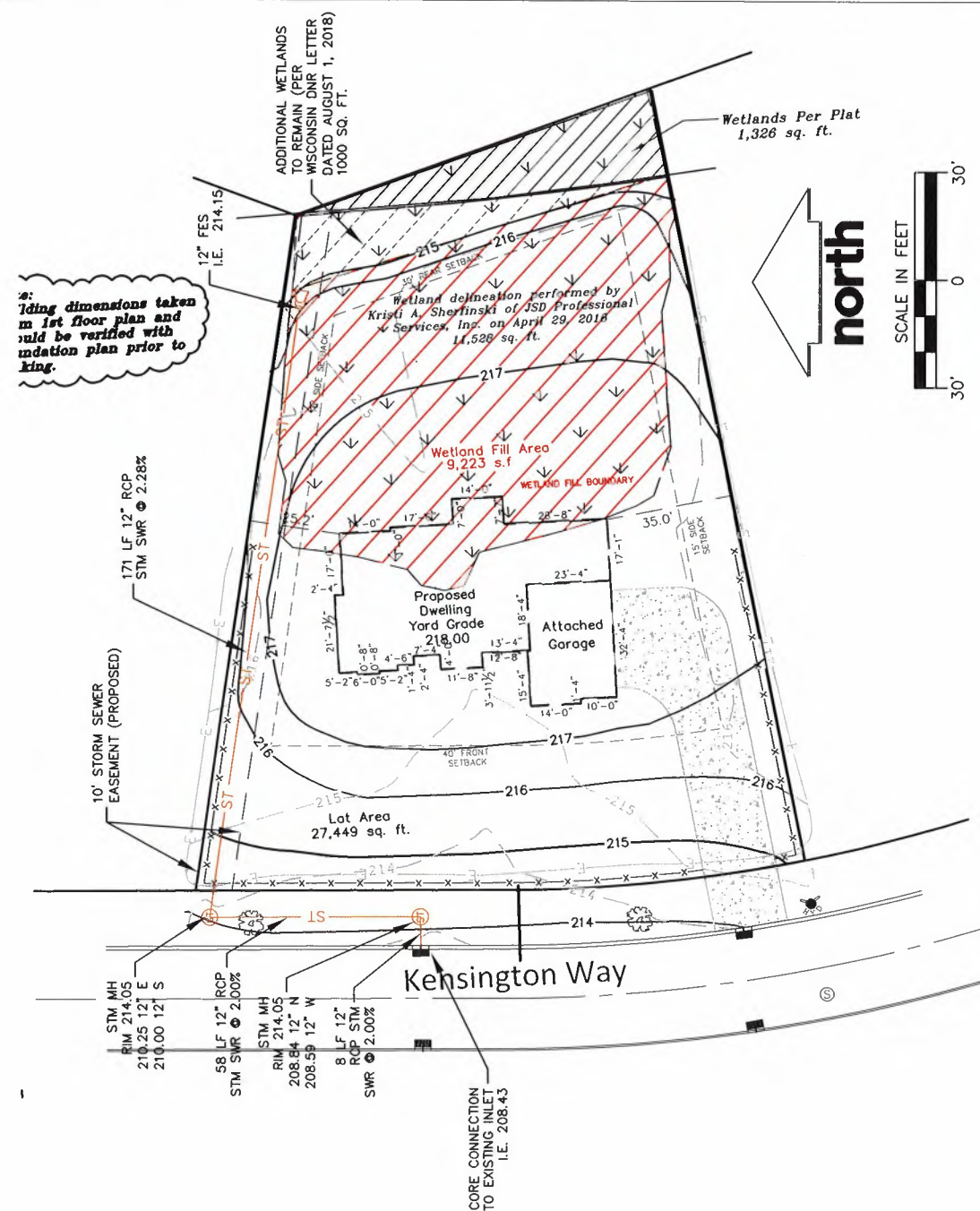
NO.	DATE	DESCRIPTION
1	03/12/18	PRELIMINARY DESIGN
2	04/29/18	WETLAND DELINEATION
3	08/01/18	FINAL DESIGN

DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

STORM SEWER PLAN  
 SHEET NUMBER  
**EXHIBIT**

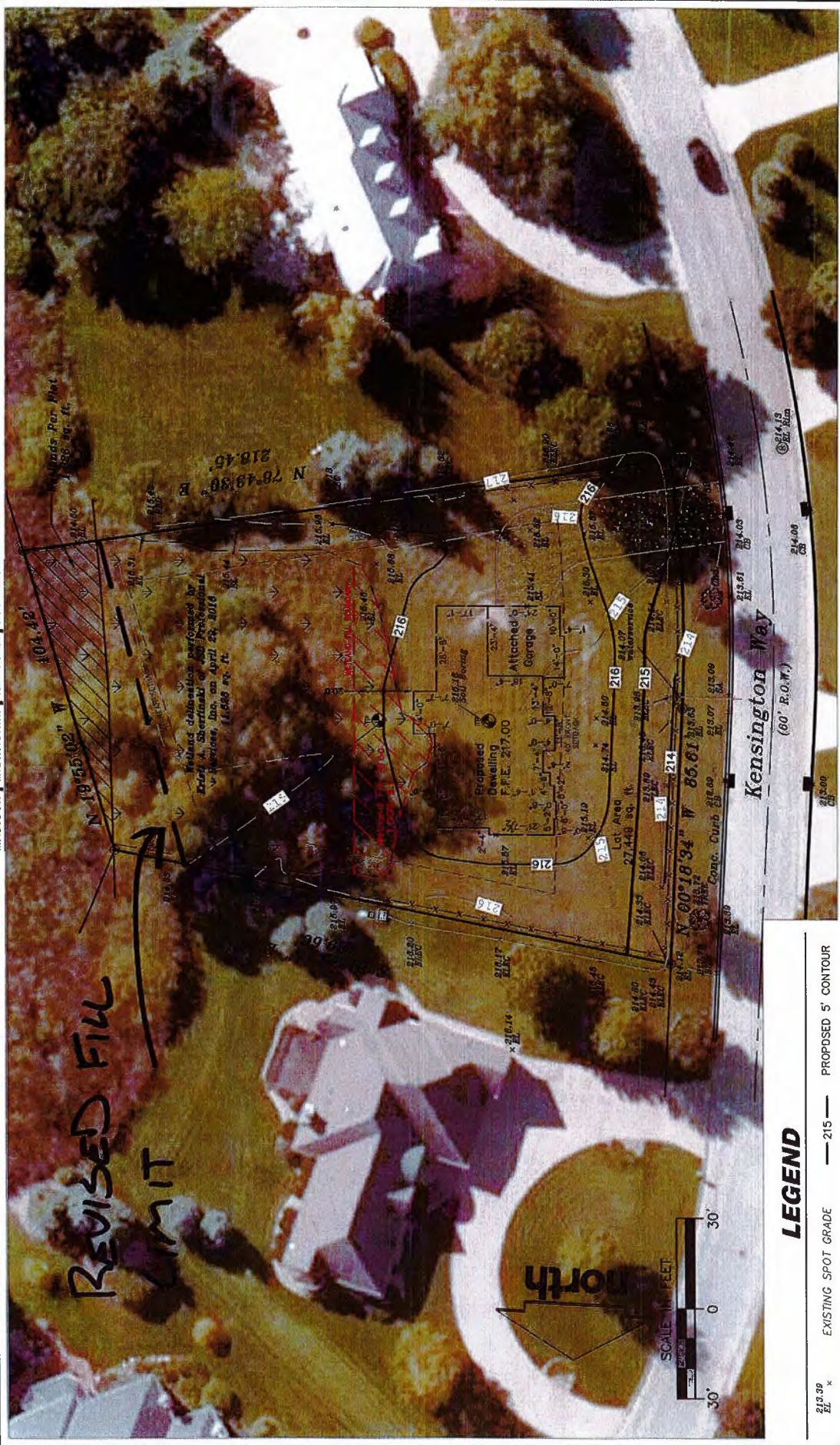
**10'**  
 ALL DIMENSIONS TAKEN FROM 1ST FLOOR PLAN AND SHOULD BE VERIFIED WITH MEASUREMENT PRIOR TO CONSTRUCTION.




Attachment (10)







**LEGEND**

213.00 214.00 215.00 216.00	EXISTING SPOT GRADE	— 215 —	PROPOSED 5' CONTOUR
— 215 —	EXISTING 5' CONTOUR	— 216 —	PROPOSED 1' CONTOUR
— 216 —	EXISTING 1' CONTOUR		PROPOSED WETLAND FILL REGION
—	EXTERIOR PROPERTY LINE	—	

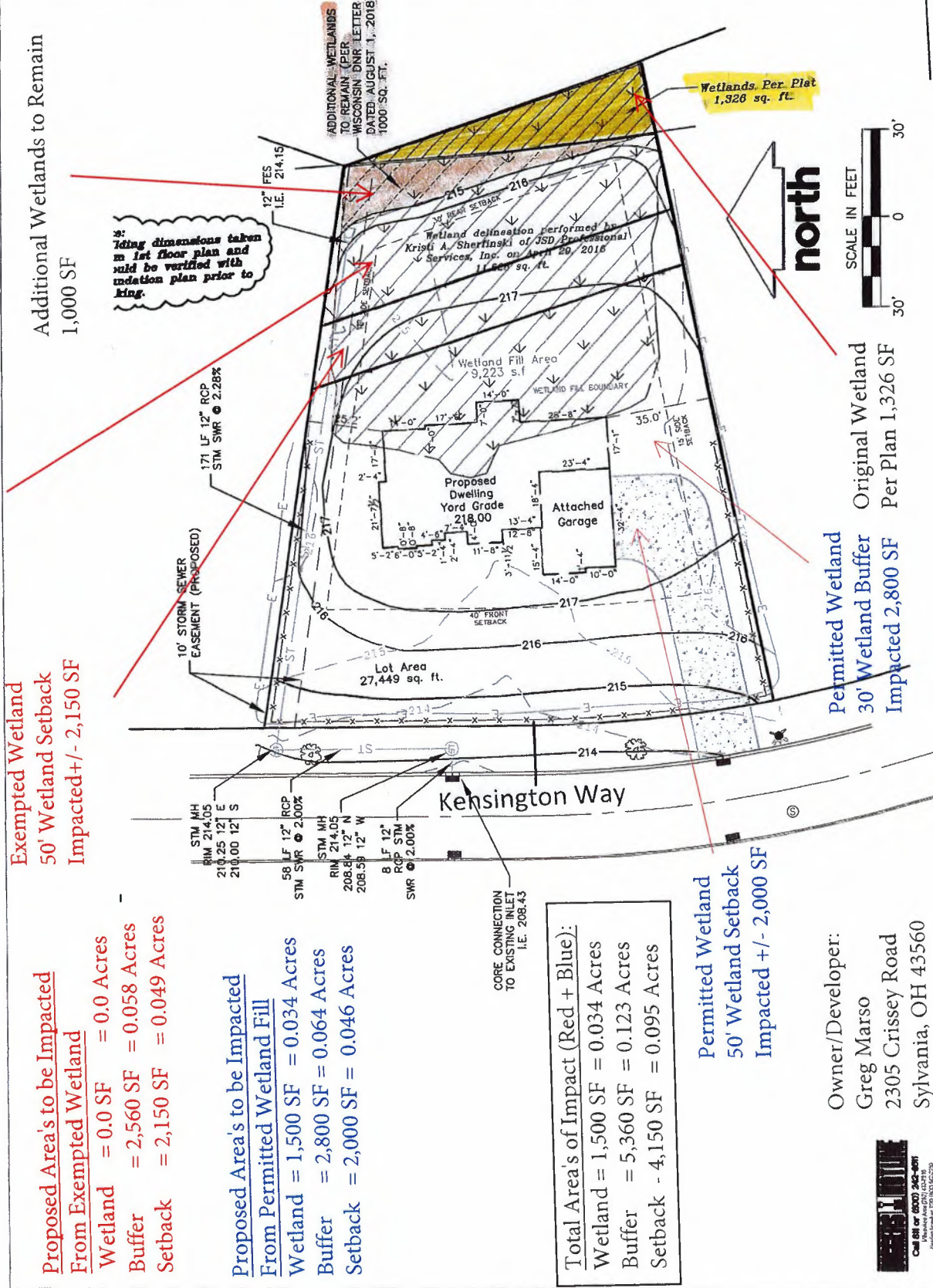
JSD PROJECT NUMBER: 16-7320		SHEET NUMBER: EX	
DRAWN BY: APM		CHECKED BY: JLJ	
DATE: 2017-01-24			

PROJECT:  
WYNDHAM HILLS  
LOT 59  
FRANKLIN, WI

www.jsdinc.com

REVISED FILL LIMIT 8.04.18





**Exempted Wetland**  
**30' Wetland Buffer**  
**Impacted +/- 2,560 SF**

**Exempted Wetland**  
**50' Wetland Setback**  
**Impacted +/- 2,150 SF**

Proposed Area's to be Impacted  
From Exempted Wetland  
Wetland = 0.0 SF = 0.0 Acres  
Buffer = 2,560 SF = 0.058 Acres  
Setback = 2,150 SF = 0.049 Acres

Proposed Area's to be Impacted  
From Permitted Wetland Fill  
Wetland = 1,500 SF = 0.034 Acres  
Buffer = 2,800 SF = 0.064 Acres  
Setback = 2,000 SF = 0.046 Acres

Total Area's of Impact (Red + Blue):  
Wetland = 1,500 SF = 0.034 Acres  
Buffer = 5,360 SF = 0.123 Acres  
Setback = 4,150 SF = 0.095 Acres

**Permitted Wetland**  
**50' Wetland Setback**  
**Impacted +/- 2,000 SF**

**Owner/Developer:**  
**Greg Marso**  
**2305 Crissey Road**  
**Sylvania, OH 43560**  
**414-349-9087**



Professional Services, Inc.  
Specialty • Surveying • Planning

Support for your project  
Wetland Delineation • Easements

CRATE THE PLAN! TELL THE STORY

1001 EAST WISCONSIN AVENUE  
MILWAUKEE REGIONAL OFFICE  
MILWAUKEE, WISCONSIN 53211  
P: 262.333.8800

CLIENT:

PROJECT: WYNDHAM HILLS  
LOT 59

PROJECT LOCATION: FRANKLIN, WI  
MILWAUKEE COUNTY

DATE: 04/20/16

SCALE: 1" = 30'

DATE: 04/20/16

SCALE: 1" = 30'

STORM SEWER PLAN

DATE: 04/20/16

SCALE: 1" = 30'

**EXHIBIT**

PROJECT NO. 150325

7570 Kensington Way  
NRPP 2-15-24



Proposed Area's to be Impacted  
From Exempted Wetland  
 Wetland = 0.0 SF = 0.0 Acres  
 Buffer = 2,560 SF = 0.058 Acres  
 Setback = 2,150 SF = 0.049 Acres

Proposed Area's to be Impacted  
From Permitted Wetland Fill  
 Wetland = 1,500 SF = 0.034 Acres  
 Buffer = 2,800 SF = 0.064 Acres  
 Setback = 2,000 SF = 0.046 Acres

Total Area's of Impact (Red + Blue):  
 Wetland = 1,500 SF = 0.034 Acres  
 Buffer = 5,360 SF = 0.123 Acres  
 Setback = 4,150 SF = 0.095 Acres

Permitted Wetland  
 50' Wetland Setback  
 Impacted +/- 2,000 SF

Owner/Developer:  
 Greg Marso  
 2305 Crissey Road  
 Sylvania, OH 43560  
 414-349-9087

Exempted Wetland  
 50' Wetland Setback  
 Impacted +/- 2,150 SF

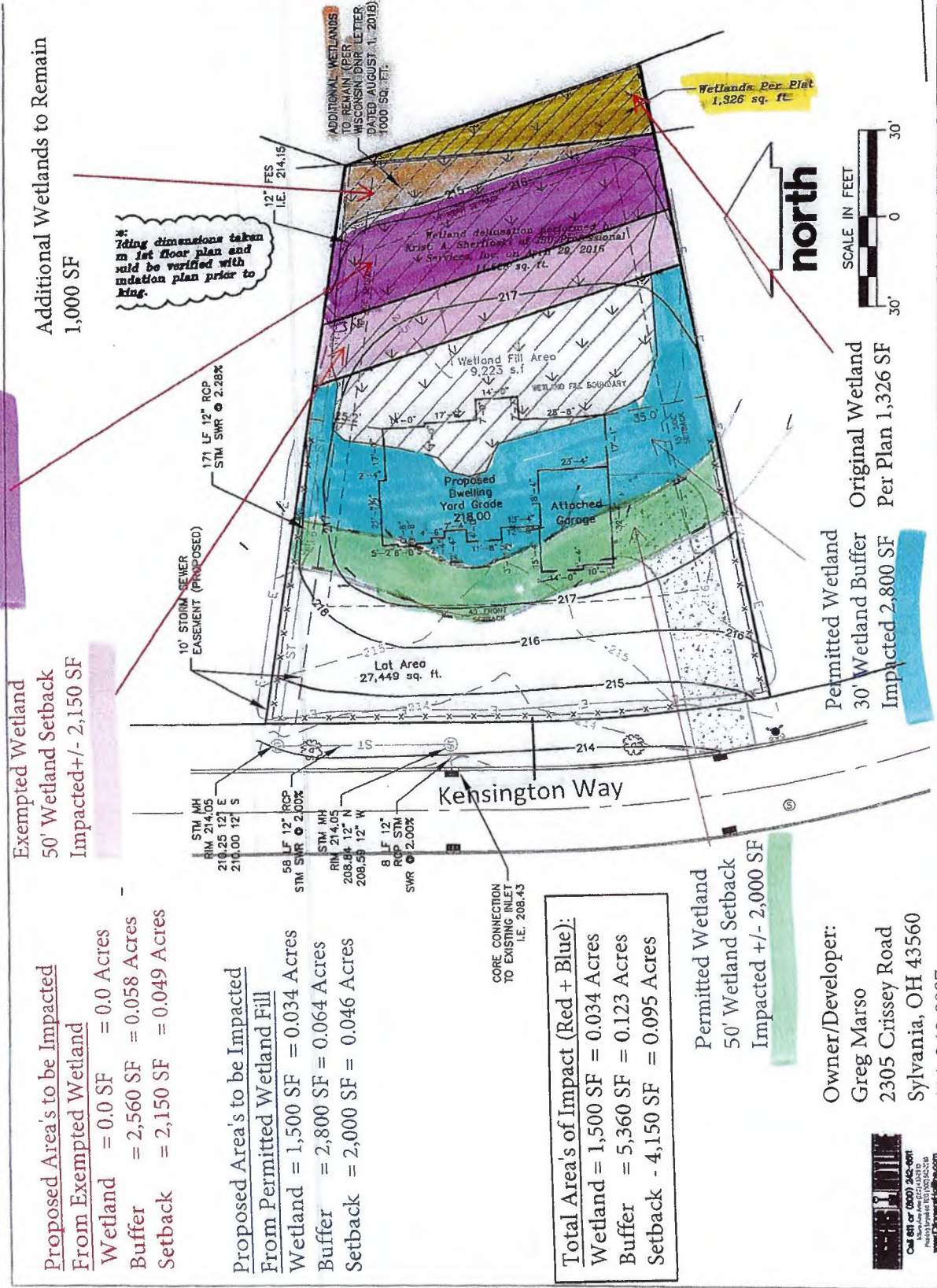
Exempted Wetland  
 30' Wetland Buffer  
 Impacted +/- 2,560 SF

Additional Wetlands to Remain  
 1,000 SF

Permitted Wetland  
 30' Wetland Buffer  
 Impacted 2,800 SF

Original Wetland  
 Per Plan 1,326 SF

Wetlands Per Plat  
 1,326 sq. ft.



**Professional Services, Inc.**  
 Engineers • Surveyors • Planners

DATE: 11/15/2016  
 PROJECT: WYNDHAM HILLS LOT 69  
 LOCATION: FRANKLIN, OH  
 COUNTY: MEWAUCOE COUNTY

SCALE: AS SHOWN  
 SHEET NO.: 22  
 TOTAL SHEETS: 22

STORM SEWER PLAN  
 EXHIBIT



collaborāte / formulāte / innovāte

## MEMORANDUM

**TO:** Tyler Beinlich, City of Franklin

**FROM:** Brian Schneider, Graef

**CC:** Matt Isakson, Graef,  
Greg Marso, Owner

**DATE:** 07/12/2021  
Revised 09/10/2021

**SUBJECT:** Stormwater Evaluation, 7570 Kensington Way, Franklin.

The proposed project is the Marso property single family home development. The project includes the construction of a new single-family home located within a vacant lot along the western edge of the approximate 9.20-acre Wyndham Hills wetland complex. The current vacant lot is the location of the emergency overland flow of the wetland. There will be 0.57 acres of disturbance as part of this project which includes 9,223 square feet of wetland fill. All permits associated with the wetland disturbance have already been obtained. Along with the single-family structure, the developer is proposing to install a pipe along the northern property line that will act as the primary outlet of the wetland instead of the existing overland flow condition.

The purpose of this memo is to summarize the analysis of runoff peak discharge and quantity related to the project for compliance with City of Franklin requirements.

### PRE-DEVELOPMENT CONDITIONS

Currently, the wetland has an overall drainage area of 38.974 acres. Approximately 11.27 acres was given the ½ acre developed lots land cover designation with a runoff curve number of 80. Approximately 9.20 acres is classified as an impervious water surface and given a runoff curve number of 98. Approximately 18.40 acres is draining from the north and is an existing farm field with a composite curve number of 77. The offsite areas, time of concentrations, and curve numbers were taken directly from the existing conditions report of the Oakes Estates subdivision (see attached).

### POST-DEVELOPMENT CONDITIONS

The proposed redevelopment site will be a single-family residential lot. The Wyndham Hills drainage area will not be altered in the proposed condition as the existing condition assumed a uniform ½ acre developed lots for the entire area. However, the proposed subdivision to the north and associated stormwater management measures have now been modeled as a post developed condition. The proposed Oakes Estates subdivision will include two separate stormwater ponds as part of their stormwater management. There is a proposed stormwater pond that discharges water to the southeast and another stormwater pond that discharges water to the southwest into



an existing culvert that crosses South 92<sup>nd</sup> street. Thus, the Oakes Estates subdivision will decrease the area draining directly to the Wyndham Hills wetland by 12.72 acres. This includes the redirected offsite area to the north of the Oakes Estates subdivision. Below is a table and summary from their report. The overall report can be found in the appendices.

**FIGURE 1. OAKES ESTATES RUNOFF VOLUME TO WYNDHAM HILLS WETLAND**

**Wetland Management:** The City of Franklin has required that the post-developed volume of runoff from the site entering the Wyndham Hills wetland area directly south of the site not increase as compared to existing conditions.

Under existing conditions, sub-basin WEST (13.419 ac) drains directly to the Wyndham Hills wetland (previously referred to herein as the Wyndham Hills Wet-Retention Basin). Under post-developed conditions, the only sub-basin draining to the Wyndham Hills wetland is SOUTH BYPASS (5.646 ac). A comparison of the storm hydrograph volumes is as follows:

**RUNOFF VOLUME CONTRIBUTION TO THE WYNDHAM HILLS WETLAND**

Recurrence Interval Event	Existing Conditions West Volume (ac-ft)	Post-Developed South Bypass Volume (ac-ft)
1-Year	0.718	0.227
2-Year	0.928	0.303
10-Year	1.793	0.629
100-Year	3.949	1.477

The above table demonstrates that volume of runoff entering the Wyndham Hills wetland is less under post-developed conditions than under existing conditions for all recurrence interval storms analyzed. Routing Details can be found in Appendix "E".

**RATE CONTROL TO THE WEST**

As part of the proposed development, the owner would install a new pipe that would act as the primary outlet of the wetland through the property while maintaining the existing emergency overland flow elevation of 795.75. Neighbors have shown support for this retrofit as there have been issues with long durations of high water levels in the past. In 2008, the city had to grade an emergency swale through the Marso property to provide a lower overflow during the large rain events that occurred that summer. In modeling the wetland, a normal water elevation of 794.75 was assumed as the starting elevation in both the existing and proposed conditions. The normal water elevation and storage capacity was derived from LIDAR topographic data and aerial photography.

Proposed improvements involve placing a Flared End section and 12" pipe at an elevation of 0.15 feet higher (794.90) than the existing normal water elevation. This allows for some detention within the wetland before discharging and therefor would have a different peak outflow than the peak inflow of storm sewer in Kensington Way.



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**Table 1. Runoff Peak Discharge Rates Through Marso Property**

RATES	2 YR (2.66") cfs	10 YR (3.73") cfs	100 YR (5.96") cfs
EXISTING	0	0.30	14.02
PROPOSED	0.66	1.47	3.75

**Table 2. Total Runoff Volumes to Sanctuary Road Ditch During Critical Time**

RUNOFF	2 YR (2.66") ac-ft	10 YR (3.73") ac-ft	100 YR (5.96") ac-ft
EXISTING	0	0.119	5.837
PROPOSED	0.568	1.385	3.107

**Table 3. Wyndham Hills Wetland Storage Routing Elevations**

RATES	NWL (ASSUMED)	PIPE OUTLET	EOF	2 YR	10 YR	100 YR
EXISTING	794.75	NONE	795.75	795.47	795.77	796.01
PROPOSED	794.75	<b>794.90</b>	795.75	795.26	795.47	795.88

**Table 4. Wetland 10-year Proposed Hydrograph**

Time (hours)	Inflow (cfs)	Storage (cubic-feet)	Elevation (feet)	Outflow (cfs)	Discarded (cfs)	Primary (cfs)	Secondary (cfs)
7.5	0	0	794.75	0	0	0	0
8	0.05	34	794.75	0	0	0	0
8.5	0.12	181	794.75	0	0	0	0
9	0.19	459	794.75	0	0	0	0
9.5	0.47	1,044	794.76	0	0	0	0
10	0.68	2,079	794.77	0	0	0	0
10.5	0.91	3,509	794.78	0	0	0	0
11	2.22	6,118	794.8	0	0	0	0
11.5	4.33	11,878	794.84	0	0	0	0
12	21.9	29,140	794.94	0.02	0.01	0.01	0
<b>12.5</b>	<b>31.53</b>	<b>115,763</b>	<b>795.3</b>	<b>0.84</b>	<b>0.04</b>	<b>0.81</b>	<b>0</b>
13	9.45	143,652	795.4	1.21	0.04	1.16	0
13.5	6.01	155,051	795.43	1.36	0.04	1.31	0
14	3.25	160,299	795.45	1.43	0.05	1.38	0
14.5	2.97	163,237	795.46	1.47	0.05	1.42	0
15	2.79	165,742	795.46	1.5	0.05	1.45	0
<b>15.5</b>	<b>1.72</b>	<b>167,001</b>	<b>795.47</b>	<b>1.52</b>	<b>0.05</b>	<b>1.47</b>	<b>0</b>
16	1.59	167,223	795.47	1.52	0.05	1.47	0
16.5	1.51	167,274	795.47	1.52	0.05	1.47	0
17	1.43	167,182	795.47	1.52	0.05	1.47	0
18	1.27	166,575	795.47	1.51	0.05	1.46	0

## CONCLUSIONS

The proposed design will reduce the risk of the Wyndham Hills Wetland from major flooding in larger rain events. The design will also reduce the total detention time of the Wyndham Hills Wetland which will mitigate risk in a scenario of back to back medium sized rain events. As stated above, this occurred in 2008 of which the city had to grade an emergency swale through the Marso Lot to protect existing homes surrounding the wetland. Although rates and runoff volume will be increased during the 2 and 10 year event, the Kensington Way storm sewer will have capacity to handle this as the peak inflows will be at different times. Table 4 shows that the peak outflow of the 12" proposed pipe would occur 3 hours after the peak inflow of the Kensington Way storm sewer. The overall runoff volume has been greatly reduced due to the diversion of water from the Oakes Estates Subdivision and therefor the Sanctuary Road Ditch would not need any additional capacity.

Attachment A – Oakes Estates Stormwater Report  
Attachment B – Marso Property Proposed Drainage  
Attachment C – Existing Hydrocad Report  
Attachment D – Proposed Hydrocad Report

### NOTE:

Attachment A  
Attachment C  
Attachment D

Have all been deleted from this report for the NRSE Application for ease of distribution, City Engineering Staff has complete report adding in over 100 pages of calculations and is available if requested





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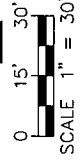
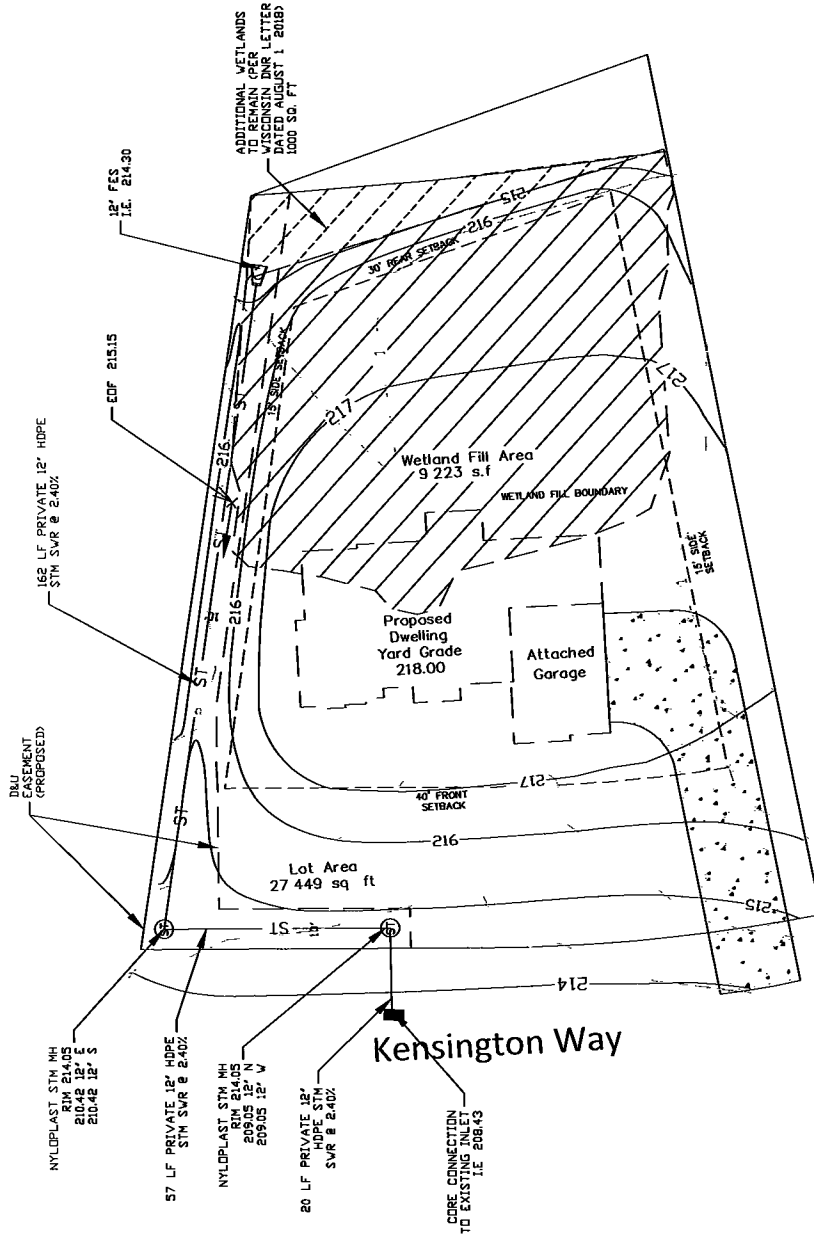
# ATTACHMENTS



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## MARSO PROPERTY PROPOSED DRAINAGE

# DRAFT



PROJECT TITLE 7570 KENSINGTON WAY  
 DRAINAGE ANALYSIS  
 SHEET TITLE DRAINAGE PLAN

PROJECT NUMBER: 20200283  
 DATE: 09/10/2021  
 SCALE: 30  
 LOCATION: FRANKLIN WI



**State of Wisconsin**  
DEPARTMENT OF NATURAL RESOURCES  
1500 N Johns Street  
Dodgeville, WI 53533-2116

**Scott Walker, Governor**  
**Daniel L. Meyer, Secretary**  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



August 1, 2018

EXE-SE-2018-41-02255

Marso Companies  
Greg Marso  
9120 W. Loomis Road, Ste 400  
Franklin, WI 53132

**RE: Artificial Wetland Exemption Determination for 7570 Kensington Way, located in Section 08, Township 05 North, Range 21 East, City of Franklin, Milwaukee County**

Dear Mr. Marso

This letter is in response to your request for an artificial wetland exemption determination for the above-mentioned wetlands

According to 281.36 (4n), State Statutes, a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology and for which no definitive evidence exists showing a prior wetland or stream history before August 1, 1991, may be exempt from state wetland regulations. The following types of artificial wetlands cannot be exempted from state wetland regulation

- 1) A wetland that serves as a fish spawning area or that is passage to a fish spawning area
- 2) A wetland created as a result of a wetland mitigation requirement

In addition, DNR must also consider whether the artificial wetland is providing significant flood protection to adjacent or downstream properties and infrastructure, and/or significant water quality functions to adjacent or downstream water bodies.

The Department reviewed the following materials to aid in our exemption determination

- The request narrative
- Wetland delineation maps completed in 1994 and 2016
- Historical maps, including the original land survey plat, the USGS topographic quad map from 1976, and NRCS soil mapping
- Multiple aerial photographs, including pre-construction and post-construction orthophotography
- Site photographs that show different angles and views of the wetland in question

Below is a summary of our findings

Request Narrative

Helianthus, LLC was retained by Marso Companies to provide professional wetland consulting services for the above referenced property as part of this request for an artificial wetland

exemption determination. The applicant has reason to believe the wetland area on Lot 59 west of the 1994 wetland/upland boundary (hereinafter "Wetland 1") meets the definition of an artificial wetland due to the absence of definitive wetland history prior to the construction of homes on adjacent parcels. The homes were built in 1993 and 1997. DNR has determined Wetland 1 to be 7,702 square feet in accordance with the request narrative.

#### Delineation Maps

- The upland/wetland boundary depicted on the 1994 CSM plat map aligns with the western edge of the wetness signature displayed in aerial photographs prior to the construction of the homes at 7558 and 9302 Kensington way.
- The 2016 wetland delineation map, which received concurrence from DNR, confirms wetlands on Lot 59 have expanded westward, which is likely the result of fill placed on adjacent parcels after August 1, 1991.

#### Historical Maps

- The original land survey plat and the USGS topographic quad map show wetlands in the vicinity of Wetland 1, but lack the resolution to serve as definitive evidence of wetland history prior to August 1, 1991.
- Wetland 1 contains Ashkum silty clay loam (AsA) and Blount silt loam (BIA) soil types, which are poorly and somewhat poorly drained soils respectively. These soil types are capable of wetland formation, but more information is needed to be considered definitive evidence of wetland history prior to August 1, 1991.

#### Aerial Photograph Review

- Historical aerial photography under normal conditions from 1937 to 1990 show the wetland boundary on Lot 59 remains relatively static.
- Evidence of the formation of Wetland 1 is first observed in aerial imagery after 1990.

#### Site Photographs

The site photographs do not provide definitive evidence that Wetland 1 is a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology, or that no wetland or stream history existed prior to August 1, 1991.

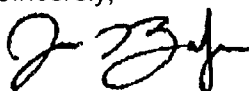
#### Conclusion:

**Based upon the information provided above, the wetland identified as Wetland 1 lacked a wetland history prior to August 1, 1991, and fulfills all artificial wetland exemption standards. Therefore, Wetland 1 is exempt from state wetland regulations.**

This letter describes DNR's decision regarding the jurisdictional status of Wetland 1, and is only valid for state jurisdictional purposes. For decisions regarding the federal jurisdictional status of Wetland 1, you will need to contact the U.S. Army Corps of Engineers. The U.S. Army Corps of Engineers contact for Milwaukee County is April Marcangeli. April Marcangeli can be reached at (651) 290-5731.

If you have any questions about this determination, please contact me at (608) 935-1920 or email [James.Brodzeller@wisconsin.gov](mailto:James.Brodzeller@wisconsin.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'J Brodzeller', written in a cursive style.

James Brodzeller  
Wetland Exemption Specialist

cc: April Marcangeli U.S. Army Corps of Engineers  
Josh Wied DNR Water Management Specialist  
Neil Molstad DNR Water Management Specialist  
Kristi Sherfinski Helianthus, LLC  
File



REPLY TO ATTENTION OF  
REGULATORY BRANCH

DEPARTMENT OF THE ARMY  
ST. PAUL DISTRICT, CORPS OF ENGINEERS  
180 FIFTH STREET EAST, SUITE 700  
ST. PAUL, MN 55101-1678

JAN 03 2019

Regulatory File No 2016-01901-ANM

Marso Companies  
Greg Marso  
9120 W. Loomis Road, Suite 400  
Franklin, Wisconsin 53132

Dear Mr Marso

This correspondence is in regard to your pre-construction notification (PCN) requesting Department of the Army (DA) authorization to discharge fill material for the purpose of constructing new residential development in Section 8, Township 5 North, Range 21 East, Milwaukee County, Wisconsin. An approved jurisdictional determination has been completed for the review area identified on the attached Figures 1 and 2.

This review area contains no waters of the United States subject to Corps of Engineers jurisdiction. Therefore, you are not required to obtain Department of the Army authorization to discharge dredged or fill material within this area. The rationale for this determination is provided in the attached Approved Jurisdictional Determination form.

This determination has been conducted to identify the limits of the Corps Clean Water Act jurisdiction for the particular site identified in this request. This delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service prior to starting work.

If you object to this approved jurisdictional determination, you may request an administrative appeal under Corps regulations at 33 CFR 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA form to the Mississippi Valley Division Office at the address shown on the form.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the attached NAP. It is not necessary to submit an RFA form to the division office if you do not object to the determination in this letter.

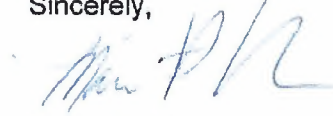
This approved jurisdictional determination may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the determination in response to changing site conditions, information that was not considered during our initial review, or off-site activities that could indirectly alter the extent of wetlands and other resources on-site. This determination may be renewed at the end of the five year period provided you submit a written request and our staff are able to verify that the limits established during the original determination are still accurate.



Regulatory Branch (File No. 2016-01901-ANM)

If you have any questions, please contact April Marcangeli in our Brookfield office at (651) 290-5731 or [April.N.Marcangeli@usace.army.mil](mailto:April.N.Marcangeli@usace.army.mil). In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marie Kopka".

Marie Kopka  
Lead Project Manager

cc: Kristi Sherfinski, Helianthus LLC.  
Josh Wied, WDNR (EXE-SE-2018-41-02255)



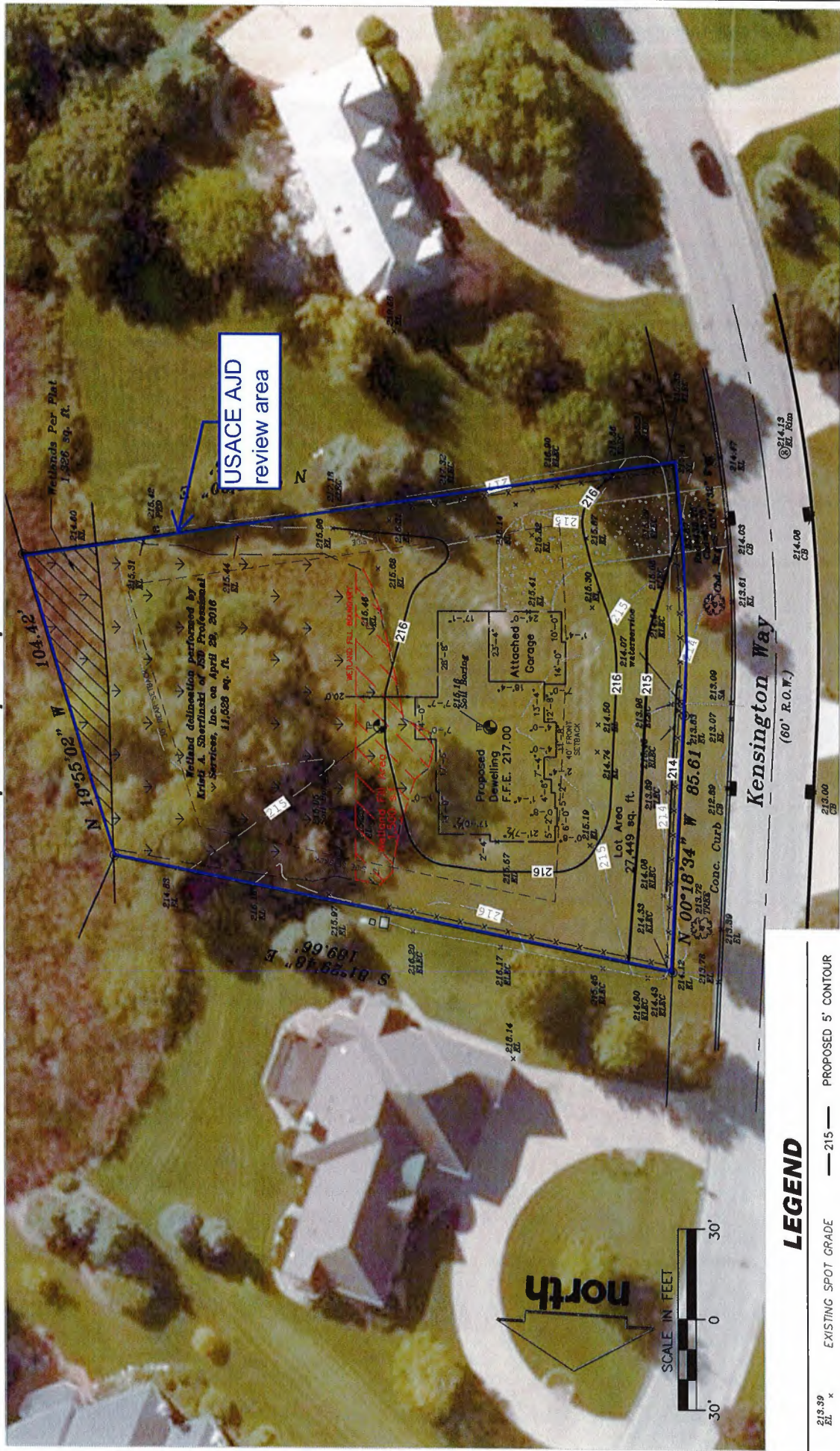
**PROJECT LOCATION**

Source: Google Maps, 2016



**APPENDIX 1. LOCATION MAP**





USACE AJD  
review area



**LEGEND**

- 213.89 ELEV. x
- 215 — EXISTING SPOT GRADE
- 215 — EXISTING 5' CONTOUR
- 216 — EXISTING 1' CONTOUR
- 216 — PROPOSED 5' CONTOUR
- 216 — PROPOSED 1' CONTOUR
- 216 — PROPOSED WETLAND FILL REGION
- EXTERIOR PROPERTY LINE

www.jsdinc.com  
 PROJECT: WYNDHAM HILLS LOT 59  
 FRANKLIN, WI

SHEET TITLE:  
 40' SETBACK EXHIBIT

JSD PROJECT NUMBER: 16-7320  
 DRAWN BY: APM  
 CHECKED BY: JUL  
 DATE: 2017-01-24  
 SHEET NUMBER: EX

**APPROVED JURISDICTIONAL DETERMINATION FORM**  
**U.S. Army Corps of Engineers**

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

**SECTION I: BACKGROUND INFORMATION**

**A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD):** JAN 03 2019

**B. ST PAUL, MN DISTRICT OFFICE, FILE NAME, AND NUMBER:** Lot 59-7570 Kensington Way, MVP-2016-01901-ANM

**C. PROJECT LOCATION AND BACKGROUND INFORMATION:**

State WI County/parish/borough Milwaukee City Franklin  
Center coordinates of site (lat/long in degree decimal format) Lat. 42.90711° N, Long. -88.03037° W  
Universal Transverse Mercator Zone 16 (X 415889.511497, Y 4751014.505307)

Name of nearest waterbody Legend Creek

Name of watershed or Hydrologic Unit Code (HUC) Great Lakes Region (04040002)

- Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.  
 Check if other sites (e.g., offsite mitigation sites, disposal sites, etc ) are associated with this action and are recorded on a different JD form

**D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):**

- Office (Desk) Determination Date, December 6, 2018  
 Field Determination Date(s)

**SECTION II: SUMMARY OF FINDINGS**

**A. RHA SECTION 10 DETERMINATION OF JURISDICTION.**

There are no "navigable waters of the U.S." within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area

**B. CWA SECTION 404 DETERMINATION OF JURISDICTION.**

There are no "waters of the U.S." within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area.

1. Waters of the U.S.: N/A

2. Non-regulated waters/wetlands (check if applicable):<sup>1</sup>

- Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional  
Explain The review area contains one 0.26-acre intrastate wetland (Wetland 1) that is part of a larger wetland depressional basin that extends to the northeast and is not a water of the U.S. This was confirmed by reviewing the 2016 JSD Professional Services, LLC wetland delineation report, Surface Water Data Viewer (SWDV), Milwaukee County topographic, hydrography, LIDAR, and aerial photographs from 1937, 1963, 1970, 1980, 1990, 2000, 2010, 2015, and 2018. The wetland is located within a flat/depressional area with no surface or shallow subsurface connection to Legend Creek, approximately 2226 feet to the southeast, or to an unnamed tributary to Tess Corners Creek, approximately 2548 feet to the northwest. There are no surface inlets/outlets within this wetland.

Wetland 1 is not bordering, neighboring or contiguous with another water of the U.S. and is not separated from other WOUS by man-made dikes, barriers, or berms. The surrounding land use is dominated by residential development. The disturbance of surrounding land uses precludes an ecological connection to a WOUS. The wetland does not support a link to interstate or foreign commerce; is not known to be used by interstate or foreign travelers for recreation or other purposes; does not produce fish or shellfish that could be taken and sold in interstate or foreign commerce; and is not known to be used for industrial purposes by industries in interstate commerce. Therefore, the Corps has determined that Wetland 1 is not regulated by the Corps under Section 404 of the Clean Water Act.

**SECTION III: CWA ANALYSIS**

**A. TNWs AND WETLANDS ADJACENT TO TNWs:** N/A

<sup>1</sup> Supporting documentation is presented in Section III F



- B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY): N/A
- C. SIGNIFICANT NEXUS DETERMINATION: N/A
- D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY): N/A
- E. ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY): N/A
- F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):
- If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements
  - Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
    - Prior to the Jan 2001 Supreme Court decision in "SWANCC," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR)
  - Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain
  - Other (explain, if not covered above)

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply)

- Non-wetland waters (i.e., rivers, streams) linear feet width (ft)
- Lakes/ponds acres
- Other non-wetland waters acres. List type of aquatic resource .
- Wetlands 0.26 acres

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply)

- Non-wetland waters (i.e., rivers, streams) linear feet, width (ft)
- Lakes/ponds acres
- Other non-wetland waters acres List type of aquatic resource
- Wetlands acres

**SECTION IV: DATA SOURCES.**

A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below)

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant 2016 JSD Professional Services, LLC Wetland Delineation Report
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - Office concurs with data sheets/delineation report.
  - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps
- Corps navigable waters' study
- U.S. Geological Survey Hydrologic Atlas
  - USGS NHD data.
  - USGS 8 and 12 digit HUC maps
- U.S. Geological Survey map(s) Cite scale & quad name 1:24K WI-Hales Corners
- USDA Natural Resources Conservation Service Soil Survey Citation
- National wetlands inventory map(s) Cite name
- State/Local wetland inventory map(s) Wisconsin Wetland Inventory (SWDV)
- FEMA/FIRM maps
- 100-year Floodplain Elevation is (National Geodetic Vertical Datum of 1929)
- Photographs  Aerial (Name & Date) 1937, 1963, 1970, 1980, 1990, 2000, 2010, 2015, and 2018 Milwaukee County aerials
  - or  Other (Name & Date) Ground level photos from Google Earth and 2016 delineation report
- Previous determination(s) File no. and date of response letter
- Applicable/supporting case law
- Applicable/supporting scientific literature
- Other information (please specify) Corps AJD for 2018-01719-MHK, Milwaukee County topographic, hydrography, and LIDAR maps

**B. ADDITIONAL COMMENTS TO SUPPORT JD:**

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND  
REQUEST FOR APPEAL**

<b>Applicant:</b> Greg Marso, Marso Companies	<b>File No.:</b> MVP-2016-01901-ANM	<b>Date:</b> JAN 03 2019
Attached is	See Section below	
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input checked="" type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

**SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.**

**A INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B PROFFERED PERMIT:** You may accept or appeal the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**C. PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**E PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.



**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record )

ADDITIONAL INFORMATION The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record Neither the appellant nor the Corps may add new information or analyses to the record However, you may provide additional information to clarify the location of information that is already in the administrative record

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

<p>If you have questions regarding this decision and/or the appeal process you may contact</p> <p>April Marcangeli U S. Army Corps of Engineers, Regulatory Branch 250 N Sunnyslope Road, Suite 296 Brookfield, Wisconsin 53005 651-290-5731</p>	<p>If you only have questions regarding the appeal process you may also contact the Division Engineer through</p> <p>Administrative Appeals Review Officer Mississippi Valley Division P O Box 80 (1400 Walnut Street) Vicksburg, MS 39181-0080 601-634-5820 FAX 601-634-5816</p>
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RIGHT OF ENTRY Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations

Signature of appellant or agent	Date.	Telephone number.
---------------------------------	-------	-------------------

**From:** [Tyler Beinlich](#)  
**To:** [Greg Marso](#)  
**Cc:** [Glen Morrow](#)  
**Subject:** RE: 7570 Kensington NRSE  
**Date:** Wednesday, September 21, 2022 12:27:59 PM  
**Attachments:** [image001.png](#)

---

Greg,

Please see my comments in **red** below. I don't know all the alternatives that were explored so I don't know that I can say much more for #2.

Thanks,

**Tyler Beinlich, P.E.**  
**Assistant City Engineer**  
9229 W. Loomis Rd  
Franklin, WI 53132  
(414) 425-7510



**From:** Greg Marso <gregm@marsoco.com>  
**Sent:** Wednesday, September 21, 2022 10:41 AM  
**To:** Tyler Beinlich <TBeinlich@franklinwi.gov>  
**Cc:** Glen Morrow <GMorrow@franklinwi.gov>; Greg Marso <gregm@marsoco.com>  
**Subject:** 7570 Kensington NRSE

Good morning Tyler-

I'm putting together the requested NRSE for the Planning department and wondering if you can me out with a statement/email from you in Engineering to include in that application. I copied Glen as well, you may need his input since he knows all the history of what the Engineering Department has been through with this one-

I don't know if I'm asking for more than you can say, probably am, but please review and let me know if you can help with some sort of statement for my application to planning.

There are three parts to this request-

1. A statement of some sort that Engineering has reviewed and is ok with the proposed storm piping as prepared by Graef. AKA Engineering will approve the proposed piping to be installed and tied into the existing city storm. It is to placed in an maintenance easement given to the HOA and they will own and maintain the new piping, it will not be owned/maintained by the city.

**Franklin Engineering Department has reviewed the proposed storm sewer piping at 7570 W Kensington Way and has approved the proposed design subject to other departments' approvals and necessary permitting (ROW permit, plumbing permit, etc). The proposed storm sewer piping would connect to the public storm sewer system fronting the property. The proposed storm sewer piping will be privately owned and maintained and a maintenance agreement/easement should be recorded with the HOA owning and maintaining the new piping.**

2. Part of the NRSE app is asking questions about any alternatives that have been looked at. I feel we exhaustively researched this, looking and as-built surveying a route to north and to the east. We briefly looked at going south as well, but that was abandoned relatively quickly. A statement of sort from you guys stating that where we are at now is the best and really the only feasible route for this piping would be great.

**The proposed storm sewer design appears to be the most feasible way to allow the property to become developable while maintaining the emergency overflow for the wetland complex adjacent to the property/subdivision.**

3. Add a note about Engineering Department recognizes that this issue being a pre-existing subdivision issue and that the subdivision should not have been constructed without some sort of overflow storm to control the normal water level in the wetland in the first place. The flooding on this property (7570 Kensington) has been exacerbated since the city DPW cut an emergency swale through the property in 2009 and it was never really filled back in.

**This has historically been an area of concern for this subdivision and this property was/is used as an unintended emergency overflow route for the large wetland complex adjacent to the subdivision. Based on the proposed design and storm water analysis this appears to be a reasonable solution to both alleviate overflow concerns in this area by routing storm water directly into the existing storm sewer system rather than overland flow and allowing this property to become developable.**

Please call anytime with questions.

Thanks in advance for for your help!

*Greg Marso*  
President & CEO



Marso Construction; [www.marsoconstruction.com](http://www.marsoconstruction.com)

2305 North Crissey Road

Sylvania, OH 43560

414-349-9087(*direct*)

[gregm@marsoco.com](mailto:gregm@marsoco.com)

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This e-mail and attachment(s) may contain information that is privileged, confidential, and/or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination,

distribution, or copy of this message is strictly prohibited. If received in error, please notify the sender immediately and delete/destroy the message and any copies thereof.

**State of Wisconsin**  
**DEPARTMENT OF NATURAL RESOURCES**  
101 S. Webster Street  
P.O. Box 7921  
Madison, WI 53707-7921

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



June 27, 2016

WIC-SE-2016-41-01796

Marso Companies LLC, dba Carstensen Homes  
Andy Marso  
7306 South Stone Hedge Drive  
Franklin, WI 53132

RE: Wetland Delineation Report for a 0.63 acre project area (7570 S. Kensington Way) located in the NE1/4 of the SE1/4 of Section 8, Township 5 North, Range 21 East, City of Franklin, Milwaukee County

Dear Mr. Marso:

We have received and reviewed the wetland delineation report prepared for the above mentioned site by JSD Professional Services. This letter will serve as confirmation that the wetland boundaries as shown on the attached wetland delineation survey map are acceptable. This finding is based upon a June 8, 2016 field visit. Any filling or grading within these areas will require DNR approvals. Our wetland confirmation is valid for five years unless altered site conditions warrant a new wetland delineation be conducted. Be sure to send a copy of the report, as well as any approved revisions, to the U.S. Army Corps of Engineers.

In order to comply with Chapter 23.321, State Statutes, please supply the department with a polygon shapefile of the wetland boundaries delineated within the project area. Please do not include data such as parcel boundaries, project limits, wetland graphic representation symbols, etc. If internal upland polygons are found within a wetland polygon, then please label as UPLAND. The shapefile should utilize a State Plane Projection, and be overlain onto recent aerial photography. If a different projection system is used, please indicate what system the data are projected to. In the correspondence sent with the shapefile, please supply a brief description of each wetland's plant community (eg: wet meadow, floodplain forest, etc.). Please send these data to Calvin Lawrence (608-266-0756, or [calvin.lawrence@wisconsin.gov](mailto:calvin.lawrence@wisconsin.gov)).

If you are planning development on the property, you are required to avoid take of endangered and threatened species, or obtain an incidental take authorization, to comply with the state's Endangered Species Law. To insure compliance with the law, you should submit an endangered resources review form (Form 1700-047), available at <http://dnr.wi.gov/topic/ERRReview/Review.html>. The Endangered Resources Program will provide a review response letter identifying any endangered and threatened species and any conditions that must be followed to address potential incidental take.

In addition to contacting WDNR, be sure to contact your local zoning office and U.S. Army Corps of Engineers to determine if any local or federal permits may be required for your project.

**We are committed to service excellence.**

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.



If you have any questions, please contact me at (608) 261-6430 or email  
Neil.Molstad@wisconsin.gov.

Sincerely,

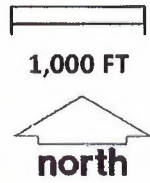


Neil Molstad  
Wetland Identification Specialist

cc: April Marcangeli, Project Manager, U.S Army Corps of Engineers  
Joel Dietl, Planning Manager, City of Franklin  
Kristi Sherfinski, JSD Professional Services, Inc  
Geri Rademacher, DNR Water Management Specialist  
Chris Jors, SEWRPC

Attachments:

General Location Map of the Project Area  
Wetland Delineation Survey Map for the Project Area



Source: Google Maps, 2016

APPENDIX 1. LOCATION MAP

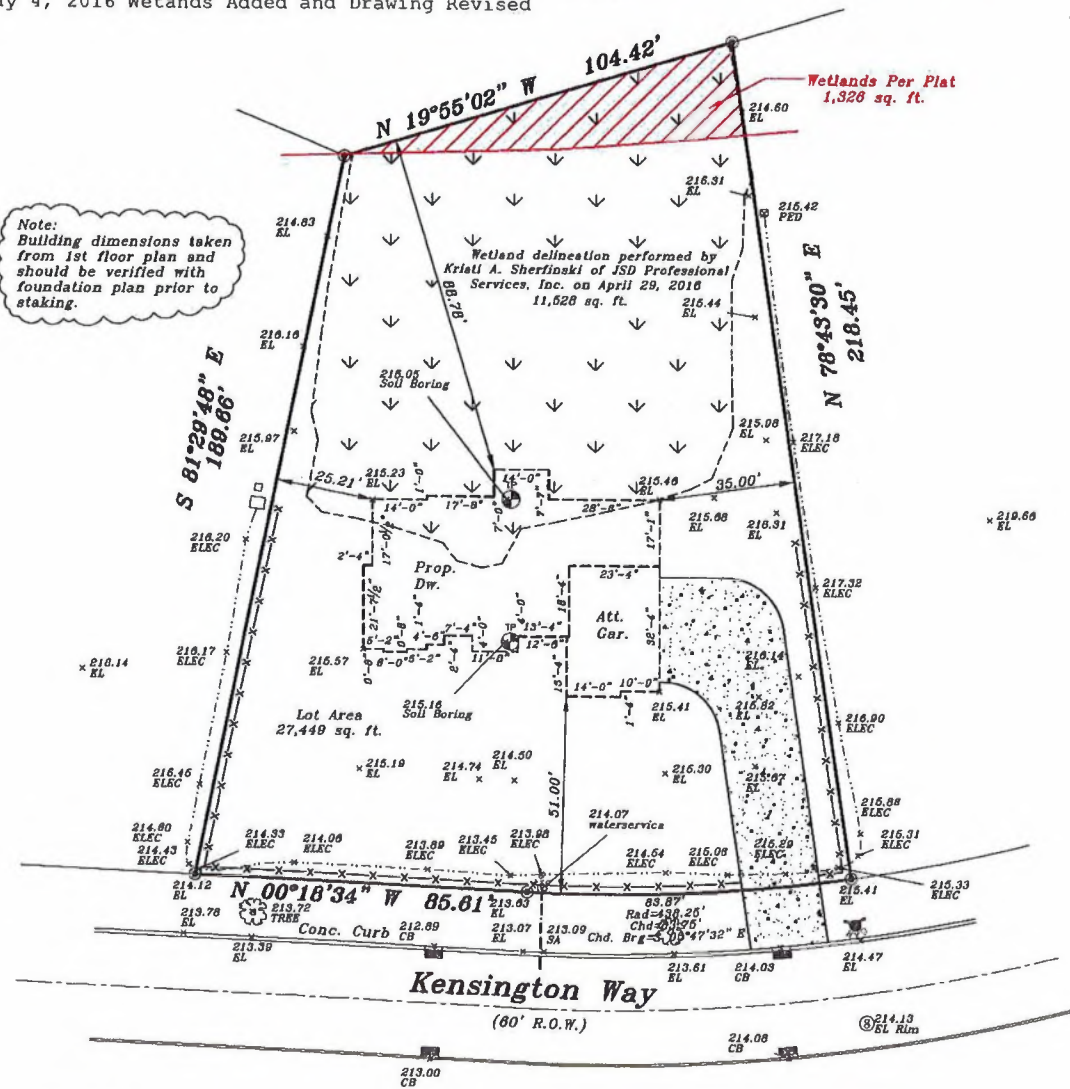
# PLAT OF SURVEY

**LOCATION:** 7570 Kensington Way, Franklin, Wisconsin

**LEGAL DESCRIPTION:** Lot 59 in WYNDHAM HILLS ADDITION NO. 1, being a subdivision of a part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 9, and the Northeast 1/4 of the Southeast 1/4 of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

April 15, 2016 (Drawing Only)  
 April 20, 2016 Drawing Revised (new plan - not staked)  
 May 4, 2016 Wetands Added and Drawing Revised

Survey No. 106646



Note:  
 Building dimensions taken from 1st floor plan and should be verified with foundation plan prior to staking.

Prop. Fin. Yd. Gr. 218.0'  
 Prop. T.O.W. 218.67'

Proposed finished yard, 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner and/or the builder.

Scale: 1"=30'

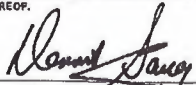


**METROPOLITAN SURVEY SERVICE, INC.**  
 PROFESSIONAL LAND SURVEYORS AND CIVIL ENGINEERS  
 9415 West Forest Home Avenue, Suite 202  
 Hales Corners, Wisconsin 53130  
 PH. (414) 529-5380 FAX (414) 529-9787  
 email address: survey@metropolitansurvey.com

- ⊙ — Denotes Iron Pipe Found
- — Denotes Iron Pipe Set
- 000.0 — Denotes Proposed Grade
- x—x—x— Denotes Proposed Silt Screen

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED   
**Dennis C. Sauer**  
 Professional Land Surveyor S-2421

State of Wisconsin  
**DEPARTMENT OF NATURAL  
 RESOURCES**  
 Waukesha Service Center  
 141 NW Barstow, Room 180  
 Waukesha, WI 53188

Scott Walker, Governor  
 Cathy Stepp, Secretary  
 Telephone 608-266-2621  
 Toll Free 1-888-936-7463  
 TTY Access via relay - 711



February 2, 2017

GP-SE-2016-41-01833

Andy Marso  
 Marso Companies, LLC  
 7306 South Stone Hedge Drive  
 Franklin, WI 53132

RE: Coverage under the wetland statewide general permit for wetland fill or disturbance for residential development, in the City of Franklin, Milwaukee County, also described as being in the NE1/4 of the SE1/4 of Section 8, Township 5 North, Range 21 East

Dear Mr. Marso

Thank you for submitting an application for coverage under the wetland statewide general permit for wetland fill for residential development, s 281.36, Wis Stats. The project includes construction a single family residential structure at 7570 S. Kensington Way in the City of Franklin

You have certified that your project meets the eligibility criteria and conditions for this activity. Based upon your signed certification you may proceed with your project to fill up to 1500 square feet of wetlands. Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist or in the statewide general permit WDNR-GP1-2012 (found at <http://dnr.wi.gov/topic/waterways/construction/wetlands.html>). The permit conditions are attached to this letter. You are responsible for meeting all general permit eligibility standards and permit conditions. This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first. This permit coverage constitutes the state of Wisconsin's wetland water quality certification under USCS s 1341 (Clean Water Act s 401).

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Geri Radermacher at (262) 574-2137 or email [Geri.Radermacher@wisconsin.gov](mailto:Geri.Radermacher@wisconsin.gov) to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, natural scenic beauty and recreational value of Wisconsin's wetland resources for future generations. Please be sure to obtain any other local, state or federal permits that are required before starting your project.

For project details, maps, and plans related to this decision, please see application number WP-GP-SE-2016-41-X05-25T14-04-17 on the Department's permit tracking website at <https://permits.dnr.wi.gov/water/SitePages/Permit%20Search.aspx>.

If you have any questions, please call me at (262) 574-2137 or email [Geri.Radermacher@wisconsin.gov](mailto:Geri.Radermacher@wisconsin.gov)

**We are committed to service excellence.**

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did

Sincerely,



Geri Radermacher  
Water Management Specialist

cc April Marcangeli, U S Army Corps of Engineers  
City of Franklin  
Conservation Warden Ziarek

### **WDNR-GP1-2012 Permit Conditions – Residential/Commercial/Industrial**

You agree to comply with the following conditions

- 1 **Application** You shall submit a complete application package to the Department as outlined in the application materials and section 2 of this permit. If requested, you shall furnish the Department, within a reasonable timeframe, any information the department needs to verify compliance with the terms and conditions of this permit.
- 2 **Certification** Acceptance of general permit WDNR-GP1-2012 and efforts to begin work on the activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined in Section 1 of this permit and that you have read, understood and have agreed to follow all terms and conditions of this general permit.
- 3 **Reliance on Applicant's Data.** The determination by this office that a confirmation of authorization is not contrary to wetland water quality standards will be based upon the information provided by the applicant and any other information required by the DNR.
- 4 **Project Plans** This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and you certified is in compliance with the terms and conditions of WDNR-GP1-2012.
- 5 **Expiration** This WDNR-GP1-2012 expires on October 9, 2017. The time limit for completing work authorized by the provisions of WDNR-GP1-2012 ends 5 years after the date on which the discharge is considered to be authorized under WDNR-GP1-2012 or until the discharge is completed, whichever occurs first.
- 6 **Other Permit Requirements** You are responsible for obtaining any other permit or approval that may be required for your project by local zoning ordinances, other local authority, other state permits and by the U S Army Corps of Engineers before starting your project.
- 7 **Authorization Distribution** You must supply a copy of the permit coverage authorization to every contractor working on the project.
- 8 **Project Start** You shall notify the Department before starting construction.
- 9 **Permit Posting** You must post a copy of this permit coverage letter at a conspicuous location on the project site prior to the execution of the permitted activity, and remaining at least five days after



stabilization of the area of permitted activity. You must also have a copy of the permit coverage letter and approved plan available at the project site at all times until the project is complete

- 10 **Permit Compliance.** The department may modify or revoke coverage of this permit if the project is not constructed in compliance with the terms and conditions of this permit, or if the Department determines the project will be detrimental to wetland water quality standards. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action. Additionally, if any applicable conditions of this permit are found to be invalid or unenforceable, authorization for all activities to which that condition applies is denied.
- 11 **Construction Timing.** Once wetland work commences, all wetland construction activities must be continuous until the permitted activity is completed and the site is stabilized
- 12 **Construction** No other portion of the wetland may be disturbed beyond the area designated in the submitted plans
- 13 **Project Completion** Within one week of completion of the regulated activity, you shall submit to the Department a statement certifying the project is in compliance with all the terms and conditions of this permit, and photographs of the activities authorized by this permit. This statement must reference the Department-issued docket number, and be submitted to the Department staff member that authorized coverage
14. **Proper Maintenance** You must maintain the activity authorized by WDNR-GP1-2012 in good condition and in conformance with the terms and conditions of this permit utilizing best management practices. Any structure or fill authorized shall be properly maintained to ensure no additional impacts to the remaining wetlands
- 15 **Site Access** Upon reasonable notice, you shall allow access to the site to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance with the terms and conditions of WDNR-GP1-2012 and applicable laws
- 16 **Erosion and siltation controls** The project site shall implement erosion and sediment control measures that adequately control or prevent erosion, and prevent damage to wetlands as outlined in NR 151.11(6m), Wis. Adm. Code
- 17 **Equipment use** The equipment used in the wetlands must be low ground weight equipment as specified by the manufacturer specifications
- 18 **Invasive Species** All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by utilizing other best management practices to avoid the spread of invasive species as outlined in NR 40, Wis. Adm. Code. For more information, refer to <http://dnr.wi.gov/topic/Invasives/bmp.html>
- 19 **Federal and State Threatened and Endangered Species** WDNR-GP1-2012 does not affect the DNR's responsibility to insure that all authorizations comply with Section 7 of the Federal Endangered Species Act, s. 29.604, Wis. Stats and applicable State Laws. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act and/or State law or which is likely to destroy or adversely modify the critical habitat of a species as identified under the Federal Endangered Species Act

20. **Special Concern Species** If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable action to prevent significant adverse impacts or to enhance the habitat for the species of concern
21. **Historic Properties and Cultural Resources** WDNR-GP1-2012 does not affect the DNR's responsibility to insure that all authorizations comply with Section 106 of the National Historic Preservation Act and s 44 40, Wis Stats No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Officer must be contacted for further instruction
22. **Preventive Measures** Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at 1-800-943-0003
23. **Suitable fill material.** All fill authorized under this permit must consist of clean suitable soil material, as defined by s NR 500 03(214), Wis Admin Code, free from hazardous substances as defined by s 289 01(11), Wis Stats , and free from solid waste as defined by s 289.01(11) and (33), Wis Stats
24. **Standard for Coverage** Wetland impacts from the project will cause only minimal adverse environmental impacts as determined by the Department
25. **Transfers** Coverage under this permit is transferable to any person upon prior written approval of the transfer by the Department.
26. **Limits of State Liability** In authorizing work, the State Government does not assume any liability, including for the following
  - a Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes
  - b Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the State in the public interest
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit
  - d Design or construction deficiencies associated with the permitted work
  - e Damage claims associated with any future modification, suspension, or revocation of this WDNR-GP1-2012

**From:** [Bill Berezowitz](#)  
**To:** [Michelle Eichmann](#)  
**Cc:** [Greg Marso](#)  
**Subject:** Subdivision support for Wyndham wetland drain pipe  
**Date:** Sunday, January 28, 2024 9:50:31 AM  
**Attachments:** [7570 Kensington Way NRSE Project Narrative.pdf](#)

---

Hello Michelle

I was reviewing the dates of mtgs to get our project moving and I realized that all the documents will be coming from Greg, as the developer/seller of the property. If you believe it is appropriate, please have Marion include the email below that I wrote to you and Mayor Nelson.

It clearly shows that the homeowners want this to happen.

all the best  
Bill

Begin forwarded message:

**From:** Bill Berezowitz <berezowitz@wi.rr.com>  
**Subject:** Request for final approvals of drainpipe work in Wyndham Hills Subdivision  
**Date:** November 16, 2023 at 11:04:50 AM CST  
**To:** jnelson@franklinwi.gov, Michelle Eichmann <MEichmann@franklinwi.gov>  
**Cc:** Greg Marso <gregm@marsoco.com>

Greetings Mayor Nelson & Alderwoman Eichmann

By way of introduction:

I live at 9248 W Kensington Way and represent the 73 home owners as the president of our homeowners association.

I apologize in advance for the length of this mail request.

I've tried to keep it succinct but find the information below is all required to provide context.... I can give *much much* more if needed.

I am writing to ask for your URGENT help on an issue I've been discussing with Alderwomen Eichmann.

**In short - I'm asking that you help expedite an approval that has been "in queue" since Oct. of 2022.**

We have an overflow drain in our wetland that has been completely ineffective since the early 2000's and requires replacement.

In 2018 Greg Marso began the process of getting approvals for a replacement drain pipe in conjunction with making his empty lot at 7570 Kensington Way "buildable & sellable".

The "7570 Kensington empty lot" became the defacto wetland overflow drain in 2009 when people from Franklin Engineering and DPW requested Mr. Marso dig an emergency trench through the lot to allow high waters to drain into a nearby

street storm sewer. The water level had risen so high that it threatened to cover/ignite two large WE Energy transformers. The details of this event can be found on page two of the NRSE narrative (*attached*).

18 of our 73 homeowners surround the wetland and are adversely impacted by not having this project completed.

In addition, the empty lot owned by Mr. Marso is an eye-sore (as it acts as a drain).

I'm sure we all agree It would be much better if a new tax-paying Franklinite were living on it!

On **Oct 3, 2022** the final requested document was submitted to Franklin Planning (Marion Ecks).

Approvals had already been obtained from the State DNR and Franklin Engineering.

**The submittal needing approval is titled: 7570 Kensington NRSE Application.**

After the submission, there was one email communication from Ms Ecks on April 14, 2023 stating that the review had begun.

No further updates were received.

I have been made aware of the staffing issues you have faced coming into your role.

I appreciate the efforts you're putting forth and applaud your work at stabilizing multiple departments that support Franklin residents.

In closing - anything you can do to move our request to the "top of the pile" would be greatly appreciated!

If I can help in any way, please call  
all the best

Dr. Bill Berezowitz  
(h) 414-423-0623  
(m) 262-327-2802

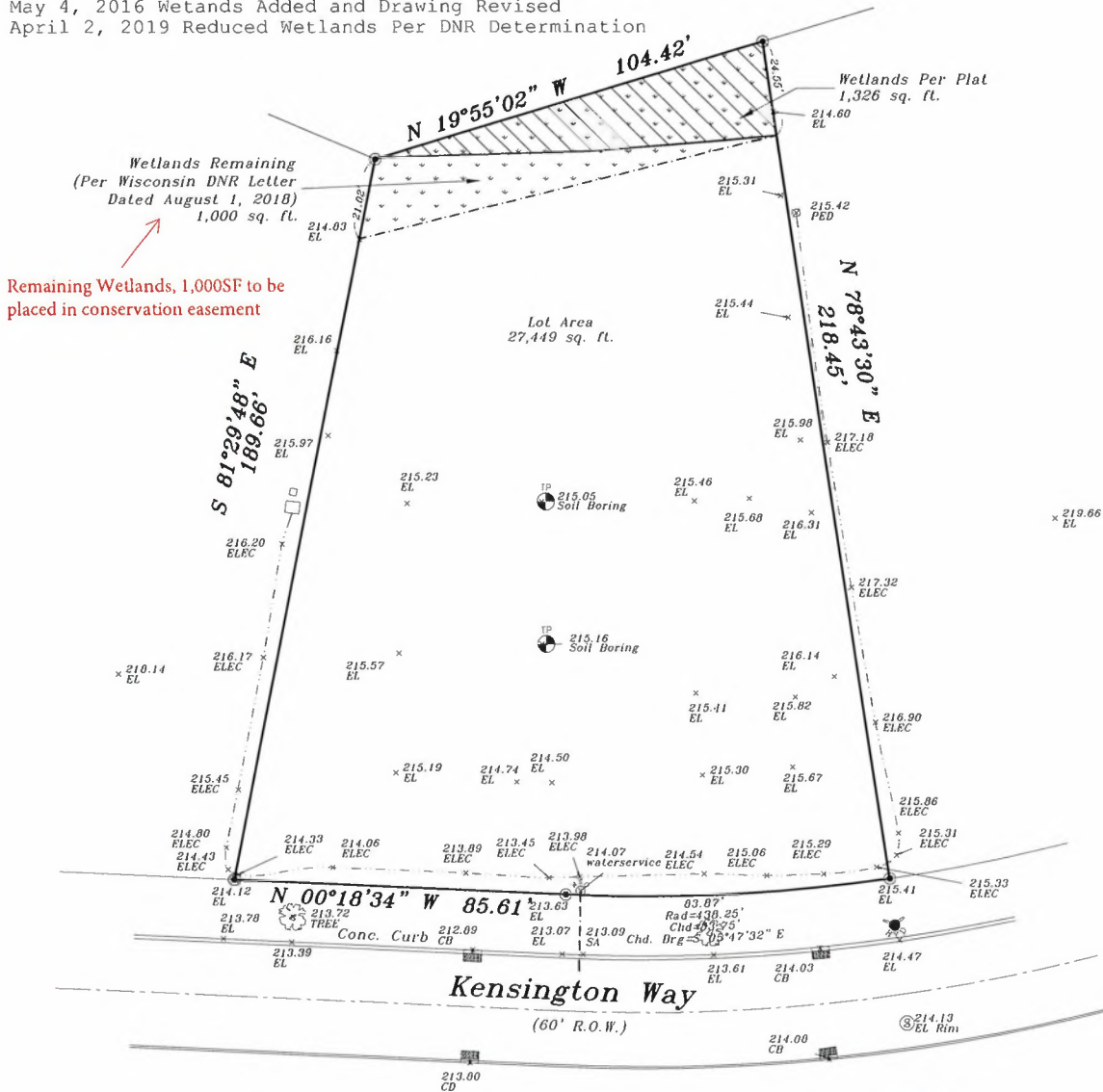
# PLAT OF SURVEY

**LOCATION:** 7570 Kensington Way, Franklin, Wisconsin

**LEGAL DESCRIPTION:** Lot 59 in WYNDHAM HILLS ADDITION NO. 1, being a subdivision of a part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 9, and the Northeast 1/4 of the Southeast 1/4 of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

April 15, 2016 (Drawing Only)  
 April 20, 2016 Drawing Revised (new plan - not staked)  
 May 4, 2016 Wetlands Added and Drawing Revised  
 April 2, 2019 Reduced Wetlands Per DNR Determination

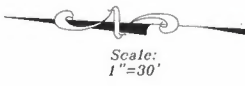
Survey No. 106646



Wetlands Remaining  
 (Per Wisconsin DNR Letter  
 Dated August 1, 2018)  
 1,000 sq. ft.

Remaining Wetlands, 1,000SF to be placed in conservation easement

Prop. Fin. Yd. Gr. 218.0'  
 Prop. T.O.W. 218.67



Proposed finished yard, 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner and/or the builder.

**METROPOLITAN SURVEY SERVICE, INC.**

PROFESSIONAL LAND SURVEYORS AND CIVIL ENGINEERS  
 9415 West Forest Home Avenue, Suite 202  
 Hales Corners, Wisconsin 53130

PH. (414) 529-5380 FAX (414) 529-9787  
 email address: survey@metropolitansurvey.com

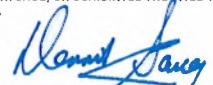
- ⊙ — Denotes Iron Pipe Found
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—x—x—x— Denotes Proposed Silt Screen

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED   
**Dennis C. Sauer**  
 Professional Land Surveyor S-2421



CONSERVATION EASEMENT

Greg Marso

This Conservation Easement is made by and between the **City of Franklin**, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Greg Marso, a an individual, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

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

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, [*The 1,326SF of wetlands per the original plat along with the 1,000SF of additional remaining wetlands per NRPP dated 9-21-22*], which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

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

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

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

WHEREAS, [No Mortgage Holder], mortgagee of the protected property ("Mortgagee"), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent".

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

Grantee's rights hereunder shall consist solely of the following:

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

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

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1. above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

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

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

To Grantor:  
 Greg Marso  
 Attn:  
 2305 Crissey Road  
 Sylvania, OH 43560

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

In witness whereof, the Grantor has set *[his/her/their/its]* hand[s] *[and seal[s]]* on this date of \_\_\_\_\_, 20\_\_.

*[Grantor]*

By: \_\_\_\_\_  
*[Name and if applicable, Title]*

STATE OF WISCONSIN            )  
   ) ss  
 \_\_\_\_\_ COUNTY            )

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

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

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

**Acceptance**



**MORTGAGE HOLDER CONSENT**

The undersigned, (*[name of mortgagee]*), a *[Wisconsin]* banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the **protected** property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on \_\_\_\_\_, 20\_\_\_\_, as Document No. \_\_\_\_\_, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property.

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

*[Name of Mortgagee]*  
a *[Wisconsin]* Banking Corporation

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

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

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

STATE OF WISCONSIN        )  
  )ss  
COUNTY OF MILWAUKEE    )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ *[Name]*, as \_\_\_\_\_ *[Title]* of \_\_\_\_\_ *[name of mortgagee]*, a *[Wisconsin]* banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

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

Notary Public, State of *[Wisconsin]*

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

**Exhibit A**



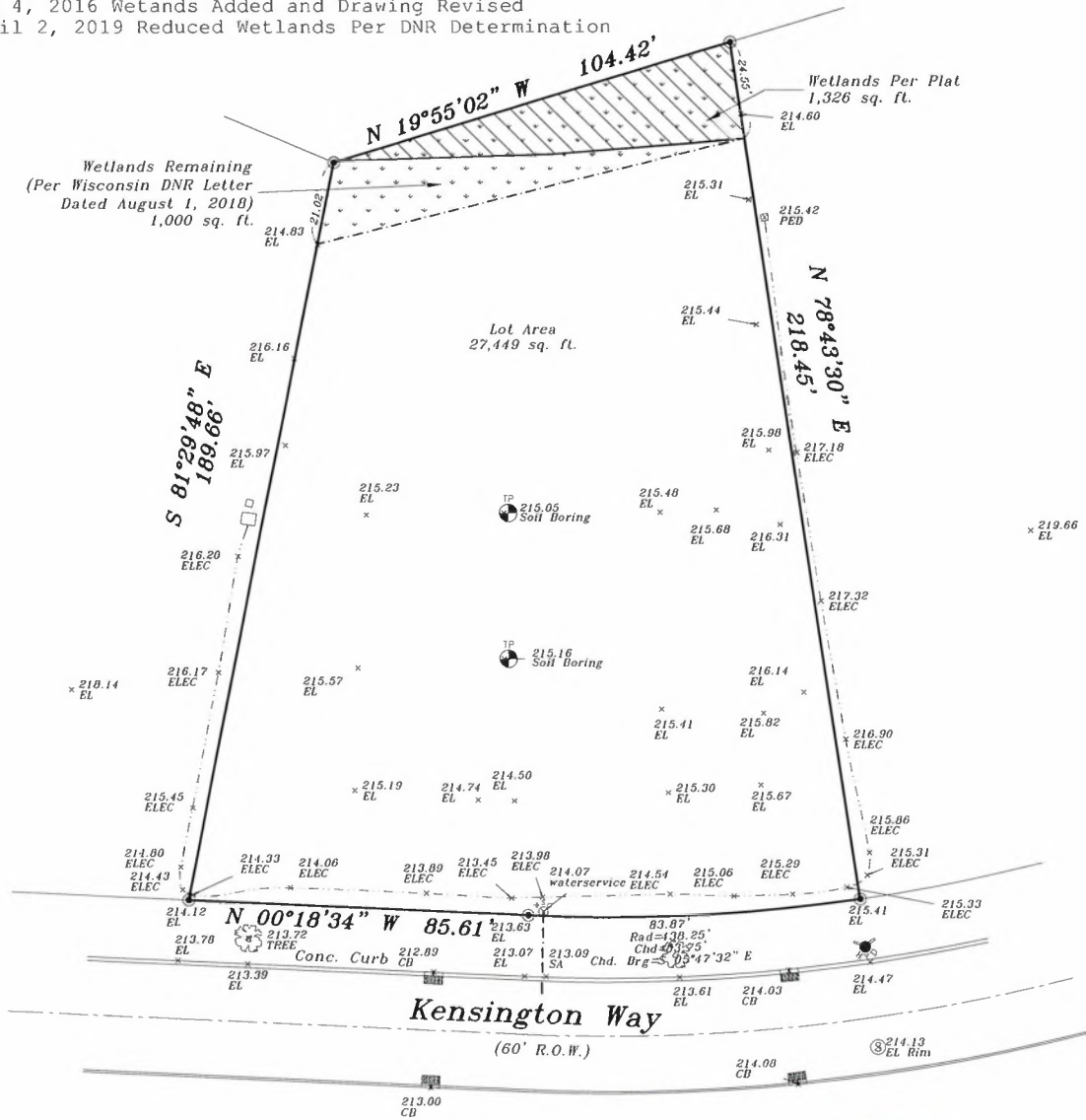
# PLAT OF SURVEY

LOCATION: 7570 Kensington Way, Franklin, Wisconsin

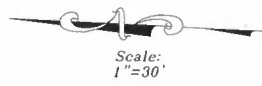
LEGAL DESCRIPTION: Lot 59 in WYNDHAM HILLS ADDITION NO. 1, being a subdivision of a part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 9, and the Northeast 1/4 of the Southeast 1/4 of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

April 15, 2016 (Drawing Only)  
April 20, 2016 Drawing Revised (new plan - not staked)  
May 4, 2016 Wetlands Added and Drawing Revised  
April 2, 2019 Reduced Wetlands Per DNR Determination

Survey No. 106646



Prop. Fin. Yd. Gr.	Prop. T.O.W.
210.0'	210.67



Proposed finished yard, 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner and/or the builder.

**METROPOLITAN SURVEY SERVICE, INC.**  
 PROFESSIONAL LAND SURVEYORS AND CIVIL ENGINEERS  
 9415 West Forest Home Avenue, Suite 202  
 Hales Corners, Wisconsin 53130

PH. (414) 529-5380 FAX (414) 529-9787  
 email address: survey@metropolitansurvey.com

- — Denotes Iron Pipe Found
- — Denotes Iron Pipe Set

000.0 — Denotes Proposed Grade

—x—x—x— Denotes Proposed Sill Screen

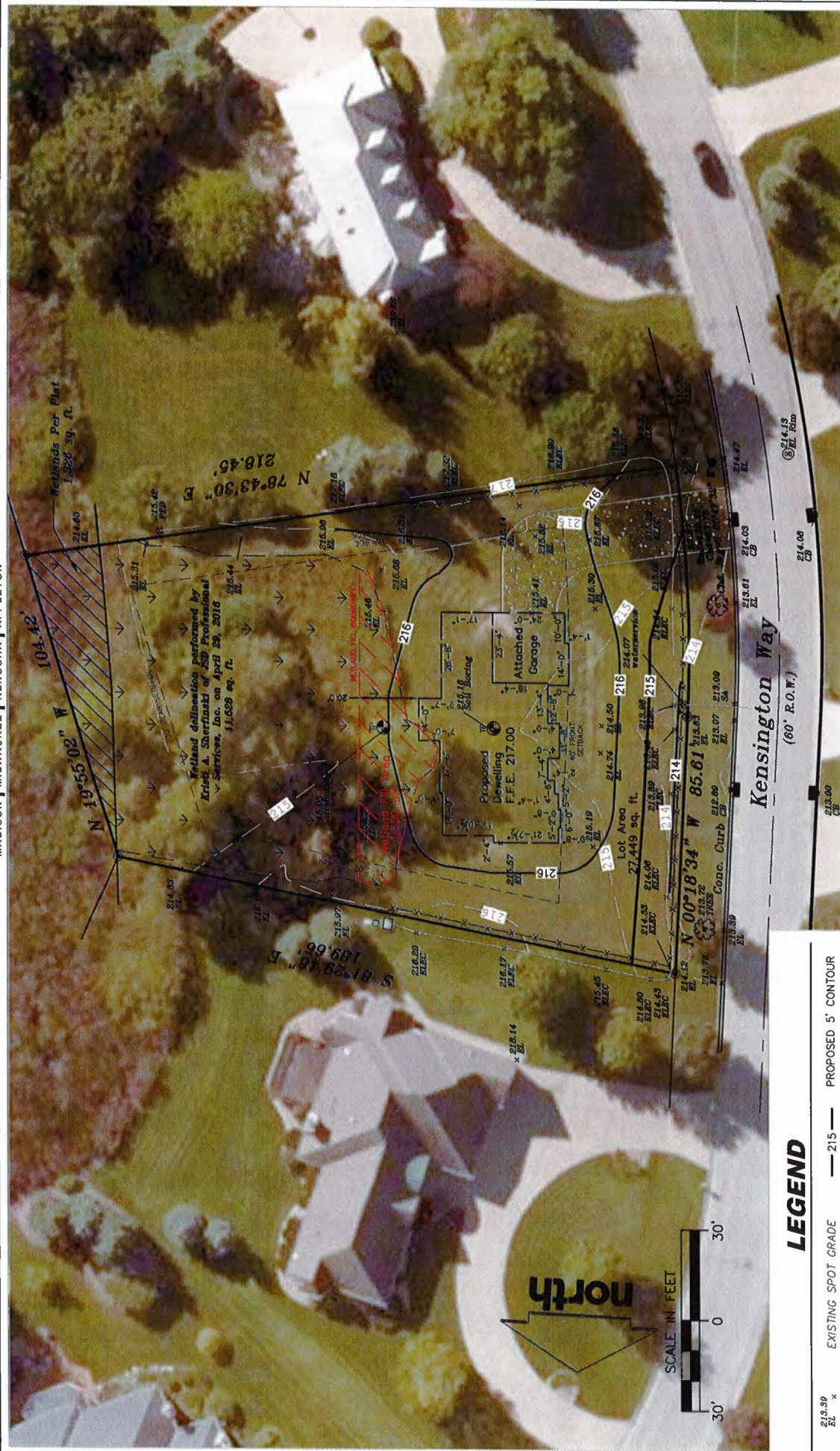
I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

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SIGNED \_\_\_\_\_  
**Dennis C. Sauer**  
 Professional Land Surveyor S-2421



MADISON | MILWAUKEE | KENOSHA | APPLETON



Wetlands Per Plat  
1,328 sq. ft.

Fielded delineation performed by  
Eric J. Sherndick, L.S.P. Professional  
Surveyor, Inc. on April 29, 2016  
11,638 sq. ft.

Proposed Dwelling  
F.F.E. 217.00

Attached Garage  
23'-5" x 14'-0" 10'-0" SETBACK

Lot Area  
27,449 sq. ft.

Kensington Way  
(60' R.O.W.)



north

**LEGEND**

- 213.39 EL. x EXISTING SPOT GRADE
- 215 EXISTING 5' CONTOUR
- 216 EXISTING 1' CONTOUR
- PROPOSED 5' CONTOUR
- PROPOSED 1' CONTOUR
- PROPOSED WETLAND FILL REGION
- EXTERIOR PROPERTY LINE

**PROJECT:** WYNDHAM HILLS LOT 59  
**FRANKLIN, WI**  
[www.jsdinc.com](http://www.jsdinc.com)

**PROJECT NUMBER:** 16-7320  
**DRAWN BY:** APM  
**CHECKED BY:** JLU  
**DATE:** 2017-01-24

**SHEET NUMBER:** EX

**SHEET TITLE:** 40' SETBACK EXHIBIT



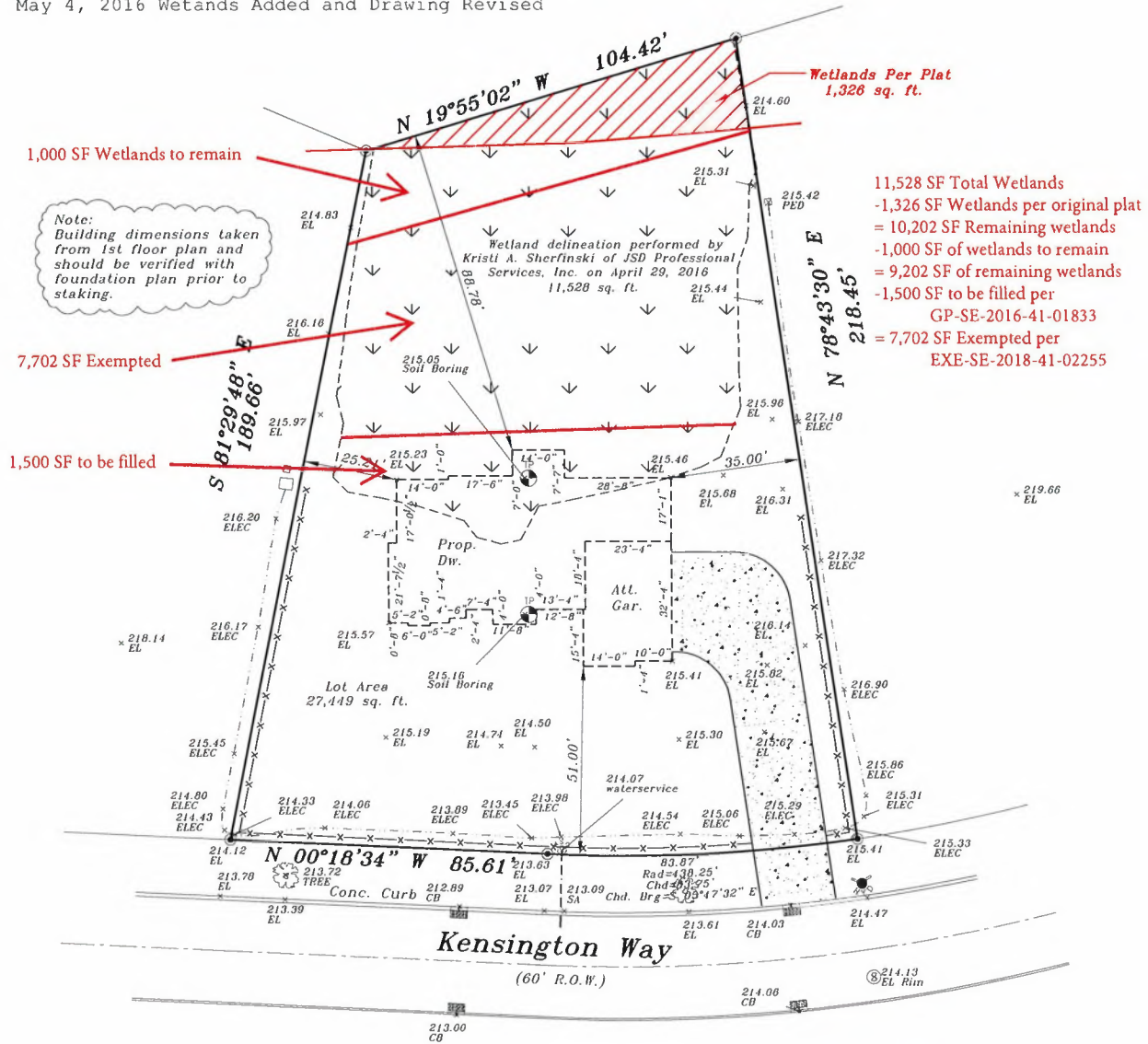
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April 15, 2016 (Drawing Only)  
 April 20, 2016 Drawing Revised (new plan - not staked)  
 May 4, 2016 Wetlands Added and Drawing Revised

Survey No. 106646



1,000 SF Wetlands to remain

7,702 SF Exempted

1,500 SF to be filled

Wetlands Per Plat  
1,328 sq. ft.

11,528 SF Total Wetlands  
 -1,326 SF Wetlands per original plat  
 = 10,202 SF Remaining wetlands  
 -1,000 SF of wetlands to remain  
 = 9,202 SF of remaining wetlands  
 -1,500 SF to be filled per  
 GP-SE-2016-41-01833  
 = 7,702 SF Exempted per  
 EXE-SE-2018-41-02255

Note:  
Building dimensions taken from 1st floor plan and should be verified with foundation plan prior to staking.

Prop. Fin. Yd. Gr. 218.0'  
 Prop. T.O.W. 218.67'

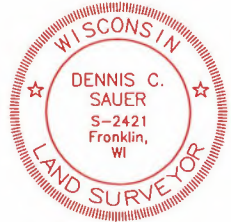
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● — Denotes Iron Pipe Found  
 ○ — Denotes Iron Pipe Set

000.0 — Denotes Proposed Grade

—x—x—x— Denotes Proposed Silt Screen



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SIGNED   
**Dennis C. Sauer**  
 Professional Land Surveyor S-2421

**Natural Resource Impacts**

Total				
	Permit	Exemption	Remaining	Total
Wetland	1500	7702	2326	11528
Buffer	2800	0	2560	5360
SB	2000	0	2150	4150
Temporary Disturbance				
	Permit	Exemption	Remaining	Total
Wetland	0	0	0	0 No temporary disturbances
Buffer	0	0	0	0
SB	0	0	0	0
Permanent Disturbance/Impact				
	Permit	Exemption	Remaining	Total
Wetland	1500	7702	0	9202
Buffer	2800	0	2560	5360
SB	2000	0	2150	4150



DEPARTMENT OF CITY DEVELOPMENT  
9229 W. LOOMIS ROAD  
FRANKLIN, WISCONSIN

GM Responses in red below

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## City of Franklin - Department of City Development

Date: January 19, 2024

To: Greg Marso

From: Department of City Development

RE: Natural Resource Special Exception – Staff Comments – 7570 S KENSINGTON  
WAY – Round 2

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Department comments are as follows for the Natural Resource Special Exception (NRSE) materials submitted by Greg Marso, date stamped by the City of Franklin on October 24, 2022, and additional materials submitted December 27, 2023.

### **Unified Development Ordinance (UDO) Requirements:**

#### **Natural Resource Special Exception (NRSE)**

1. Please submit conservation easements for areas of natural resources to be preserved – in this case the remaining wetland (§15- 4.0103.B.1.d, §15-7.0201.H). Conservation easements require Common Council approval. An easement template is attached for you. **See Attachment 20 & 21**
2. A wetland delineation confirmation letter was provided for the application, dated June 27, 2016. Wetland delineations may not be older than five years so this is therefore no longer valid as of June 27, 2021 (§15-4.0102.G). Please provide updated wetland information. **In Progress- Original Assured Wetland Delineator is working with DNR on this**

#### **Natural Resource Protection Plan (NRPP) - Division 15-7.0200**

3. Please provide information about the total area of wetland setbacks and buffers to be filled for the wetland permitted under permit GP-SE-2016-41-01833. See attached drawing which highlights areas for which information is needed. **See attachment 27 and attachments 12 & 12.1 for combined totals**



Attachment 27

PLAT OF SURVEY

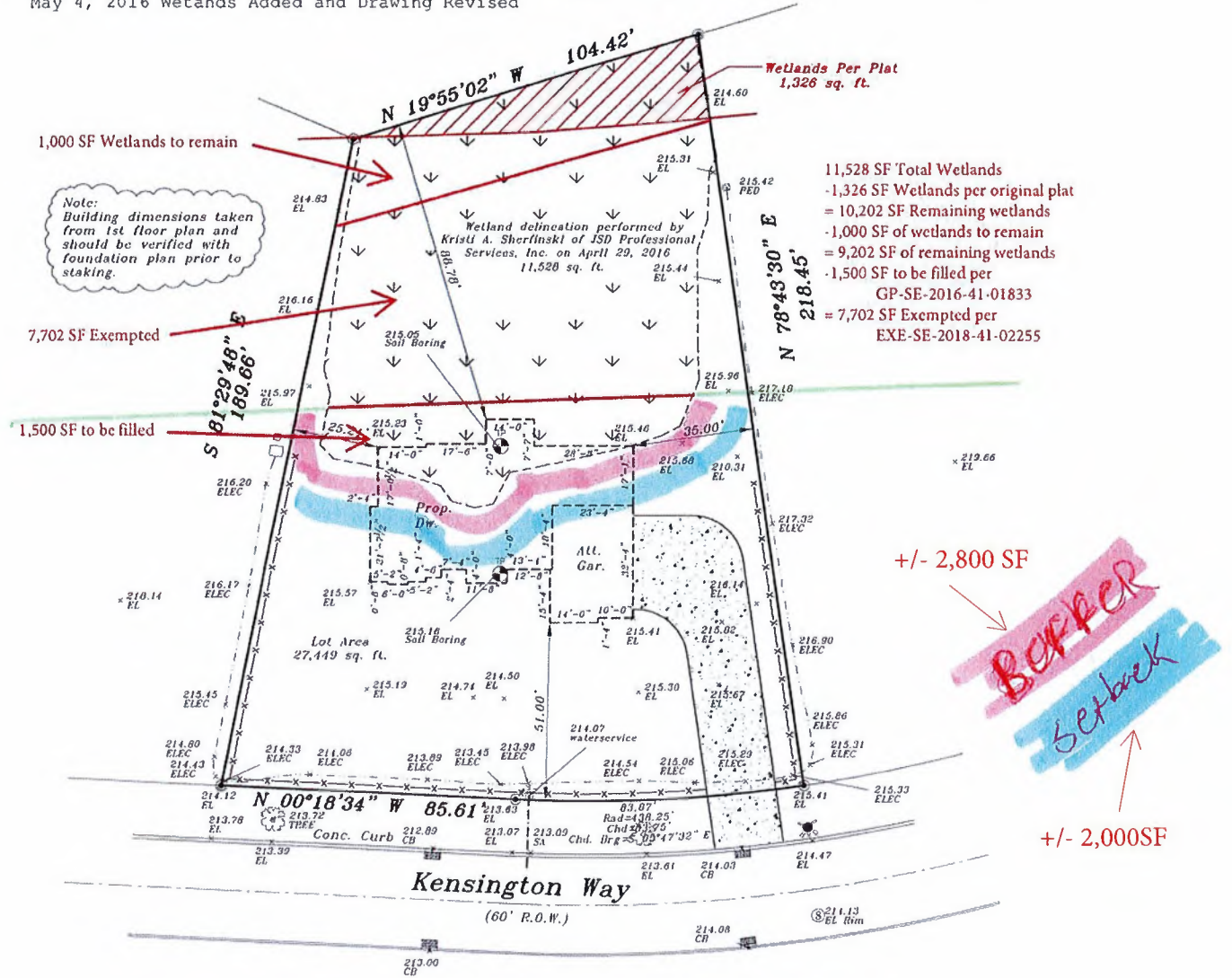
12/29/23  
Subm. # 91

LOCATION: 7570 Kensington Way, Franklin, Wisconsin

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Survey No. 106646



Note: Building dimensions taken from 1st floor plan and should be verified with foundation plan prior to staking.

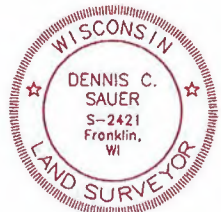
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- 1,000 SF of wetlands to remain  
= 9,202 SF of remaining wetlands  
- 1,500 SF to be filled per GP-SE-2016-41-01833  
= 7,702 SF Exempted per EXE-SE-2018-41-02255

+/- 2,800 SF  
**Buffer**  
**Setback**  
+/- 2,000SF

Prop. Fin. Yd. Gr.	Prop. T.O.W.
210.0'	210.67'



Proposed finished yard, 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner and/or the builder.



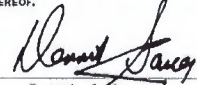
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SIGNED   
Dennis C. Sauer  
Professional Land Surveyor S-2421

<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 3-19-24</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A NATURAL RESOURCE SPECIAL EXCEPTION BY GREG MARSO, APPLICANT AND PROPERTY OWNER (7520 W KENSINGTON WAY)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  M.3.  District 2</p>

This easement is a requirement of approval for the subject property as noted in Standards, Findings and Decision of the Common Council.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution 2024-\_\_\_\_\_, authorizing certain officials to accept a Conservation Easement from Greg Marso, with the condition that any minor technical corrections may be made by the City Attorney and Department of City Development staff (BY GREG MARSO, APPLICANT AND PROPERTY OWNER, 7520 W KENSINGTON WAY)

RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A NATURAL RESOURCE SPECIAL EXCEPTION BY GREG MARSO, APPLICANT AND PROPERTY OWNER (7520 W KENSINGTON WAY)

WHEREAS, the City of Franklin Common Council having approved a Certified Survey Map upon the application of Greg Marso on March 19, 2024, conditioned in part upon Common Council approval of a Conservation Easement to protect the wetland on the site; and

WHEREAS, 15-4.0103.B.1.d, §15-7.0201.H, and §15-4.0102.K of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Greg Marso in the form and content as annexed hereto, subject to any changes consistent with this Resolution and as may approved upon further review by the City Engineering Department, Department of City Development and the Office of the City Attorney, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

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

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO  
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW  
AND APPROVAL OF AN NRSE FOR GREG MARSO.

Page 2

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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



CONSERVATION EASEMENT

Greg Marso

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WITNESSETH

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

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

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Grantee's rights hereunder shall consist solely of the following:

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

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





The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF FRANKLIN

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

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

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF MILWAUKEE )

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

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

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

This instrument was drafted by the City of Franklin.

Approved as to contents:

\_\_\_\_\_  
[Planner Name] Date  
[Planner Title]  
Department of City Development

Approved as to form only:

\_\_\_\_\_  
Jesse A. Wesolowski Date  
City Attorney

**MORTGAGE HOLDER CONSENT**

The undersigned, (*[name of mortgagee]*), a *[Wisconsin]* banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the **protected** property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on \_\_\_\_\_, 20\_\_\_\_, as Document No. \_\_\_\_\_, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property.

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

*[Name of Mortgagee]*  
a *[Wisconsin]* Banking Corporation

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

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

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

STATE OF WISCONSIN        )  
  )ss  
COUNTY OF MILWAUKEE    )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ *[Name]*, as \_\_\_\_\_ *[Title]* of \_\_\_\_\_ *[name of mortgagee]*, a *[Wisconsin]* banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

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

Notary Public, State of *[Wisconsin]*

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

DRAFT

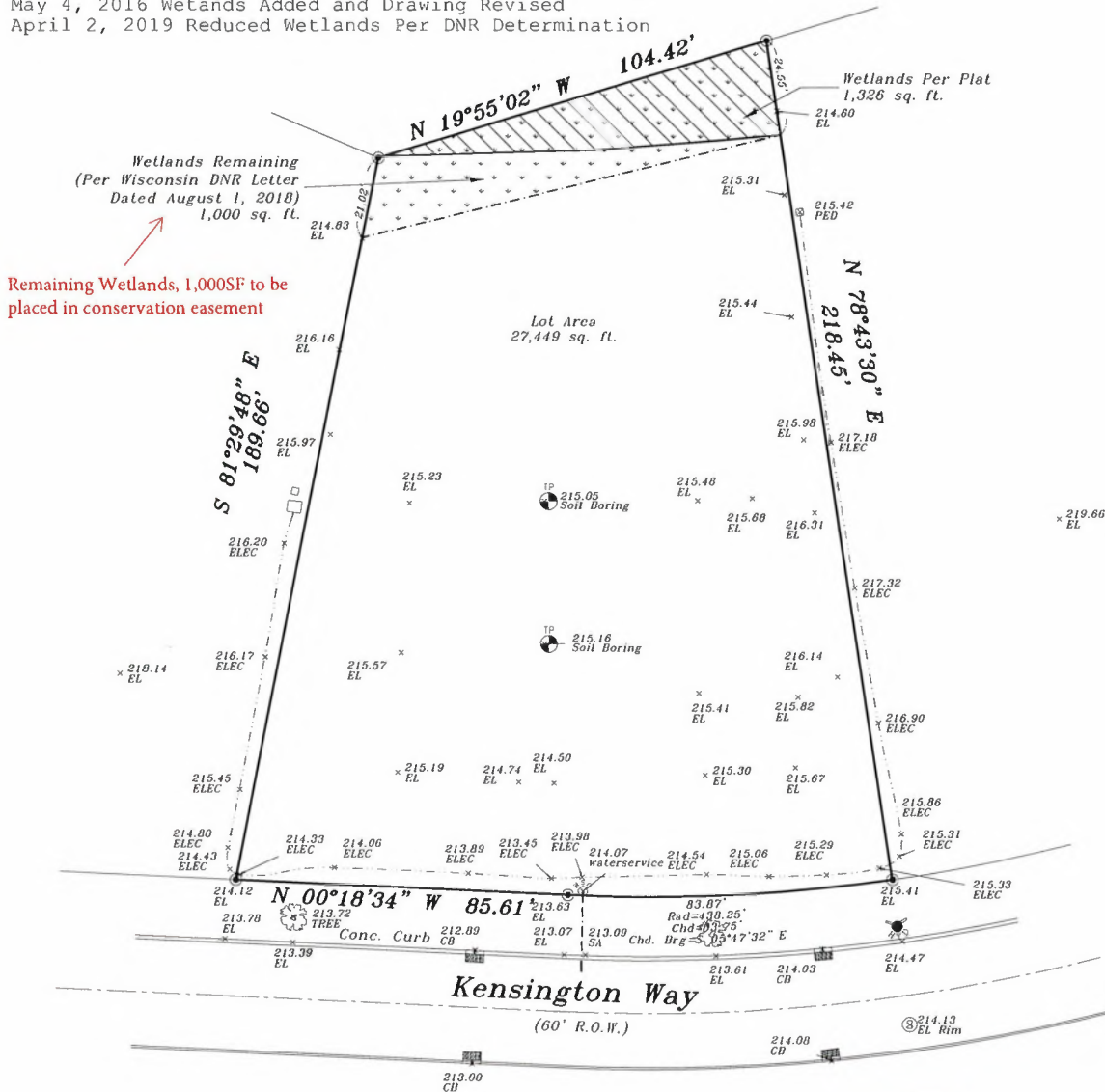
# PLAT OF SURVEY

**LOCATION:** 7570 Kensington Way, Franklin, Wisconsin

**LEGAL DESCRIPTION:** Lot 59 in WYNDHAM HILLS ADDITION NO. 1, being a subdivision of a part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 9, and the Northeast 1/4 of the Southeast 1/4 of Section 8, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

April 15, 2016 (Drawing Only)  
April 20, 2016 Drawing Revised (new plan - not staked)  
May 4, 2016 Wetlands Added and Drawing Revised  
April 2, 2019 Reduced Wetlands Per DNR Determination

Survey No. 106646



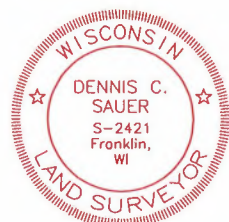
Wetlands Remaining  
(Per Wisconsin DNR Letter  
Dated August 1, 2018)  
1,000 sq. ft.

Remaining Wetlands, 1,000SF to be  
placed in conservation easement

Prop. Fin. Yd. Gr.	Prop. T.O.W.
210.0'	210.67

Proposed finished yard, 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner and/or the builder.

Scale: 1"=30'



**METROPOLITAN SURVEY SERVICE, INC.**

PROFESSIONAL LAND SURVEYORS AND CIVIL ENGINEERS  
9415 West Forest Home Avenue, Suite 202  
Hales Corners, Wisconsin 53130  
PH. (414) 529-5380 FAX (414) 529-9787  
email address: survey@metropolitansurvey.com

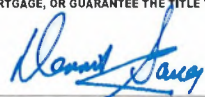
- — Denotes Iron Pipe Found
- — Denotes Iron Pipe Set

000.0 — Denotes Proposed Grade

—x—x—x— Denotes Proposed Silt Screen

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED   
**Dennis C. Sauer**  
Professional Land Surveyor S-2421



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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  03/19/2024</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>CONCEPT REVIEW FOR A MIXED-USE DEVELOPMENT LOCATED AT 9661, 9745, AND 9821 W. LOOMIS ROAD, 9710, 9760, AND 9824 W. ST. MARTINS ROAD, 9530 W. PUETZ ROAD, AND 9355 W. BREWOOD PARK DRIVE</b></p> <p style="text-align: center;"><b>(UNITED FINANCIAL GROUP, INC., APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  M.4.</p> <p style="text-align: center;"><b>Aldermanic District No. 2</b></p>

On February 26, 2024, the applicant submitted an application for Concept Review. The concept for review includes a mixed-use development further described in the attached staff report and applicant's project materials.

A Concept Review is an informal high-level perspective presentation of a potential land use project by a developer to the Common Council. While not required, the Concept Review provides developers the opportunity to present a potential new development to perhaps obtain comments from Common Council members, prior to undertaking more detailed applications processes. The Concept Review is strictly optional by the request of a developer. No comments made at a Concept Review meeting are in any way binding upon any actions by the City during a subsequent required applications process. The Common Council does not entertain any motions or take any actions upon the potential project at a concept review meeting.

**COUNCIL ACTION REQUESTED**

No action requested. No action to be taken.



**CITY OF FRANKLIN**  
**REPORT TO THE COMMON COUNCIL**  
**Meeting of March 19, 2024**  
**Concept Review**

**RECOMMENDATION:** No action requested, no action to be taken.

**Project name:** Crossroads/PDD No. 31 Concept Review  
**Property Owner:** CROSSROADS AT FRANKLIN LLC and UPLP-PUETZ ROAD LLC  
**Applicant:** United Financial Group, Inc.  
**Agent:** Ryan McMurtie, United Financial Group, Inc.  
**Property Address/TKN:** See table below  
**Aldermanic District:** District 2  
**Zoning District:** See table below  
**Staff Planner:** Nick Fuchs, Planning Associate  
**Submittal date:** 02-26-2024  
**Application number:** PPZ24-0033

**Introduction**

The applicant is seeking conceptual review of a proposed mixed-use development generally located south of W. Brenwood Park Drive, north of W. Puetz Road and east of W. St. Martins Road and W. Loomis Road. The development area consists of eight properties totaling about 52.509 acres. See below.

Tax Key No.	Address	Zoning	Acreage	Owner
840 9993 000	9824 W. St. Martins Road	PDD No. 36	0.770	Crossroads at Franklin LLC
840 9994 001	9821 W. Loomis Road	PDD No. 36	0.851	Crossroads at Franklin LLC
840 9997 001	9760 W. St. Martins Road	PDD No. 36	3.910	Crossroads at Franklin LLC
840 9997 002	9745 W. Loomis Road	PDD No. 36	3.919	Crossroads at Franklin LLC
840 9997 003	9661 W. Loomis Road	PDD No. 36	3.894	Crossroads at Franklin LLC
840 9998 000	9710 W. St. Martins Road	PDD No. 36	1.355	Crossroads at Franklin LLC
840 9999 001	9530 W. Puetz Road	PDD No. 36 & FW	15.178	Crossroad at Franklin LLC
840 9999 002	9355 W. Brenwood Park Drive	PDD No. 31 & FW	22.632	UPLP-Puetz Road LLC

It should be noted that the applicant intends to request Tax Incremental Financing (TIF) for this project. Details of that request have not yet been provided. It is staff's understanding this TIF request was previously discussed with former Director of Administration Peggy Steeno.

**Background**

The subject properties are the location of a previous approval for a comprehensive commercial development of a Meijer superstore. The review process extended over several months before final adoption of a rezoning of the property to PDD-36 under Ordinance 2012-2091. The Meijer corporation was seeking review of a Natural Resource Features Special Exception, but the end result was that the applicant ultimately was tabled and never culminated in an approval for the location of the building footprint in a wetland area. The proposed development ultimately was abandoned because of traffic-related improvements required by the WisDOT. But the approved development remains in place.

## **Site Plan**

The applicant has discussed this project in two parts; the Crossroads site, which are the PDD No. 36 zoned properties on the western side of the development, and the redesign of the PDD No. 31 parcel, which is the easternmost property.

### PDD No. 36 (Crossroads Area)

Two conceptual plans are included in the packet. The plan dated August 12, 2021 includes two buildings, each with 150 dwelling units (300 total). The remainder of the site includes: a community amenity building; a splash pad; an area for a seasonal market and ice rink; a fire pit and outdoor education classroom; an outdoor amphitheater, band shell, and lawn seating; and a community dog park.

The plan dated March 13, 2023, within the same development area as above, includes three apartment buildings with a total of 251 units, two 15,000 square foot retail buildings, and a dog park.

The applicant has referenced revising the conceptual plan to include the retail buildings as directed by staff. The applicant has also indicated that civic uses could still be considered, if preferred by the City, as long as a TID could still be created.

Staff suggests the Plan Commission provide their feedback and direction regarding these two concepts and proposed uses.

### PDD No. 31 (9355 Brenwood Park Drive)

There are also two plans included in the packet for this area of the development. One is the original site plan, dated October 30, 2012, which included 286 senior apartment dwelling units within a variety of buildings.

The updated plan, dated March 13, 2023, includes 337 dwelling units, also primarily for persons 55 years of age or older.

The original plan included extending a road from Brenwood Park Drive and Highland Park Avenue south to W. Puetz Road. The new plan, with the inclusion of the Crossroads Area, has a road extending south and then west to W. Loomis Road.

### Site Conditions and Natural Resources

According to the applicant, portions of the development site are contaminated and they are currently working with their engineer and the DNR to complete a remediation plan.

At a minimum, the site includes a stream and 75-foot setback, floodplain, and wetlands and associated wetland buffers and wetland setbacks.

Staff anticipates recommending that the site be designed to avoid impacts to protected natural resource features.

#### Required Process

The process for development will likely include amendments to PDD No. 31 and 36, a Certified Survey Map, and Site Plan approvals.

Note these properties are designated as Mixed Use and Areas of Natural Resource Features on the City of Franklin 2025 Comprehensive Master Plan

#### Staff Comments

The Planning Department received some preliminary comments from staff regarding this development.

The Economic Development Department noted that historical citizen commentary desired dining opportunities to be developed within the retail area. Furthermore, tenant owned townhouses would be desirable.

The Engineering Department noted the applicant will be required to submit complete Engineering plans and storm water management plans for review and approval if the project moves forward.

The Fire Department stated that the proposal includes 588 additional residential units, with 337 of them primarily for persons 55 years of age or older. It was noted that historically, residential occupancies like these generate the majority of calls-for-service for fire and emergency medical services. A concern was expressed related to current Fire Department staffing levels, response activity and fire/EMS station locations, the cumulative effect of this and several other residential developments will pose a formidable challenge to maintaining industry standard emergency response to fire and medical emergencies in the City. If approved, additional Fire and EMS staff will be needed to avoid degradation of service levels throughout the City.

#### **Staff Recommendation:**

This item does not have a recommended motion and no official action is to be taken.

It is recommended that sufficient feedback be provided to allow the applicant to determine whether to proceed or not with detailed development plans and the required applications.



February 22nd, 2024

Mr. Nick Fuchs  
Planning Department  
City of Franklin  
9229 W. Loomis Rd.  
Franklin, WI. 53132

RE: **Project Narrative – Concept Review**  
**9760 W. St. Martins Rd. & PDD NO. 31 (Parcel #8409999002)**

Mr. Nick Fuchs:

The following is a project narrative for the latest iteration of the Crossroads Redevelopment Concept Plan (9760 W. St. Martins Rd.) and proposed redesign of PDD NO. 31 (Parcel #8409999002).

**Project Team:**

*United Financial Group, Inc.*  
Role: Applicant/Construction Manager  
660 W. Ridgeview Drive  
Appleton, WI. 54911  
(920) 968-8137  
Contact: Ryan McMurtrie  
Email: [RMcMurtrie@UFGGroup.net](mailto:RMcMurtrie@UFGGroup.net)

*Trio Engineering*  
Role: Civil Engineer  
4100 N. Calhoun Rd. Suite 300  
Brookfield, WI. 53045  
(262) 790-1480  
Contact: Josh Pudelko, M S., P.E.  
Email: [JPudelko@Trioeng.com](mailto:JPudelko@Trioeng.com)

*Potter Lawson, Inc.*  
Role Architect  
749 University Row Unit 300  
Madison, WI. 53705  
(608) 274-2741  
Contact: Doug Hursh  
Email: [Dough@PotterLawson.com](mailto:Dough@PotterLawson.com)

*Saiki Design*  
Landscape Architect  
1110 S. Park St.  
Madison, WI 53715  
(608) 251-3600  
Contact: Jared Vincent  
Email: [JVincent@SaikiDesign.com](mailto:JVincent@SaikiDesign.com)

*Crossroads at Franklin LLC*  
Role: Owner  
327 N. Roger St  
Kimberly, WI. 54136  
(920) 968-8100  
Contact: Ryan McMurtrie  
Email: [RMcMurtrie@UFGGroup.net](mailto:RMcMurtrie@UFGGroup.net)

*Puetz Road LLC*  
Role. Owner  
660 W Ridgeview Dr  
Appleton, WI. 54911  
(920) 968-8100  
Contact: Ryan McMurtrie  
Email: [RMcMurtrie@UFGGroup.net](mailto:RMcMurtrie@UFGGroup.net)

### **Introduction:**

United Financial Group, Inc. (UFG) is seeking feedback from the Planning Department and Common Council on the Crossroads Redevelopment Concept Plan (≈30-acres) and proposed redesign of PDD NO. 31 (22.63 acres) included with this communication (3.13.23 Concept Plan). Both sites are in Aldermanic District 1 and are directly east of the intersection of two state highways, STH 36 (W. Loomis Road) and STH 100 (W. St. Martins Road).

### **Historical timeline:**

For nearly three decades, UFG has exemplified strategic foresight and meticulous stewardship in the City of Franklin. In 1997, UFG acquired the 22.63-acre site directly south of the intersection of Brenwood Park Dr. and W. Highland Park Ave. with an acute understanding of its potential. UFG subsequently purchased the land to the northeast for Foresthill Highlands 55+ Senior Community in 1998, which we developed in phases from 2002 – 2020 and continue to own and operate. The senior buildings with elevators and underground parking (Buildings #100 - #600) were constructed from 2002 – 2014. The senior townhomes (Buildings #700 – #1300) were constructed from 2014 – 2020.

We obtained approvals to construct 286 units (154 age-restricted senior apartments and 132 market-rate apartments) in 2012 as PDD NO. 31 (attached). However, we deliberately delayed bringing the envisioned development to fruition because of the uncertainty associated with the future use of the ≈30-acre site (Crossroads Site) to the west.

Given the significance of its location and the possibilities it held, UFG approached the City in the summer of 2020 to inquire about the potential use of the Crossroads Site and was informed gas station operators and personal storage facilities were the primary users that had expressed interest. This was concerning given our vision of PDD NO. 31 seamlessly integrating with the surrounding community. As a result, we were forced to adopt a defensive posture to protect our investments.

UFG contacted the listing broker for the Crossroads site after meeting with the City and determined it had been in receivership for nearly a decade. In the face of ambiguity, we made a strategic and decisive move to begin negotiations and contract the purchase of the site in the fall of 2020. The offer was contingent on the seller being able to deliver a clean Phase 1 Environmental Site Assessment. Unfortunately, environmental contamination was discovered during the due diligence process, which complicated the acquisition. UFG and the seller were able to amend the contract to provide for the eventual acquisition of the site in June of 2021. We are currently working on refining our remedial action plan with our consultant (Giles Engineering Associates, Inc.) and the DNR.

This acquisition was a preemptive strategy that reflects our unwavering commitment to preserving the integrity of our vision and ensuring the development of the corner site aligns seamlessly with our long-term goals.

UFG worked to develop a concept plan for the Crossroads Site which was presented to planning staff on July 16<sup>th</sup>, 2021. A neighborhood meeting was held on September 8<sup>th</sup>, 2021 to elicit additional feedback on the 8.12.21 Concept Plan (attached). The proposal was then presented to the Common Council as part of a Concept Review on October 19<sup>th</sup>, 2021 and received positive feedback.

UFG met with the Director of Administration (Peggy Steeno) in the spring of 2022 to discuss the need for the creation of a TID given the blighted nature of the site and engaged Baker Tilly as a consultant to help with the process. UFG proposed a Pay-go TIF to ensure the City could benefit from the tax increment linked with a catalytic development without the risk associated with providing up-front funding.

UFG also hired Lexington Realty to complete a site analysis to project how the rents for luxury apartments at the Crossroads site would contrast with those of other comparable developments in the vicinity. Given the blighted and substandard properties near the Crossroads site, the median household income of the surrounding area, and the remote location relative to comparable properties, the analysis estimated rents would be 18% - 22% below those achieved at Velo Village.

The 8 12.21 Concept Plan used the land adjacent to the W. Loomis Road and St. Martin Road Intersection for Civic uses. However, City staff directed UFG to incorporate private retail users at the corner to provide for the creation of a mixed-use TID. The 3 13.23 Concept Plan included with this submittal has been revised accordingly.

**Overall Concept Plan Description:**

UFG is excited to present a comprehensive proposal that seamlessly integrates high-end apartments and vibrant retail spaces within an area ripe for transformation. This mixed-use development encapsulates our dedication to crafting spaces that harmonize with nature, invigorate local economies, and inspire communal bonds. The primary goal was to create a development that would:

- Serve as a catalyst for the redevelopment of the surrounding area
- Define the southern gateway to the City of Franklin
- Provide connectivity between West Loomis Road and W. Highland Park Ave. to ensure a cohesive development and eliminate the need for a right-in/right-out on W. St. Martin Rd
- Preserve and integrate open spaces and natural features within the development pattern to respect the Crossroads Trade Area Regulating Plan that was the product of an inclusive public input strategy in 2004
- Provide public access to the wetlands with a walking path that would weave together the public and private aspects of the development
- Effectively relate to the single-family neighborhoods to the east and south

**Crossroads Redevelopment Concept Plan Description (≈30-acres)**

- Community Gateway Retail
  - o The two single-story 15,000 sf retail buildings have been located to ensure maximum visibility and accessibility, promote foot traffic and patronage, and provide the opportunity for Gateway Signage and extensive landscaping features at the intersection
  - o Users that would activate the corner, exist synergistically with the proposed multi-family components (no 24-hour users), and offer experiences not currently provided within the City would be targeted. Coffee houses, wine bars, high-end pet stores and Tavern/Dog Parks would be ideal.

- Central Commons
  - The central commons area could be allocated to the retail users, used for public events such as seasonal market/pop-up art exhibits, or a different public amenity such as a floodable ice-skating rink, outdoor amphitheater, or firepits with seat walls
- High-end multifamily (251 total units)
  - Building A: 3 and 4-story building containing 149 units
  - Building B 3-story building containing 42 units
  - Building C: 3-story building containing 60 units
  - Each building would contain gathering and fitness areas, but the core amenity package would be in the eastern 3-story wing of Building A to take advantage of wetland views and provide Building F and the townhomes on the adjacent 22.6-acre site with walkable access
  - The buildings have been positioned to effectively relate to the adjacent streets and retail components and provide for walkability while shielding the surface parking.
  - Paragon Place Product type ([www.ParagonPlaceProperties.com](http://www.ParagonPlaceProperties.com))

**Proposed redesign of PDD NO. 31 (22.6-acres)**

- High-end age-restricted 55+ Senior Housing (240 total units)
  - Building D: 3 and 4-story building containing 180 units
  - Building E: 3-story building containing 60 units
  - The core amenity package (>15,000 sf) would be in building D to provide most of the 55+ residents with direct access to the indoor pool, extensive fitness centers, community room, club room, golf simulator, guest suite, internet café and maker space.
  - Highlands Product type ([highlandscommunities.com/wi/menomonee-falls/highlands-at-aero-park/](http://highlandscommunities.com/wi/menomonee-falls/highlands-at-aero-park/))
- High-end multifamily (97 total units)
  - Building F 3-story building containing 72 units
  - TH 1: 3-story single-backed townhome building containing 9 units
  - TH 2: 3-story single-backed townhome building containing 9 units
  - TH 3 3-story single-backed townhome building containing 7 units
  - Paragon Place Product type ([www.ParagonPlaceProperties.com](http://www.ParagonPlaceProperties.com))
- In contrast with the currently approved plan, the large age-restricted building has been transferred to the west side of the site to take advantage of the wetland views and provide a more logical transition from the single-family neighborhood to the east
  - The proposed public street no longer connects W Highlands Park Avenue with W Puetz Rd. This was done consciously to reduce traffic on W Puetz Rd so the rural nature of the street could be preserved
- A large stormwater feature has been positioned at the eastern border to serve as an attractive focal point and buffer to the single-family home located at 9114 W Puetz Rd

**Concluding Statements:**

UFG is a family-owned, multi-generational organization with more than 40 years of experience owning and operating residential apartment communities. UFG currently has a portfolio of more than 3,500 units within the state of Wisconsin, including Foresthill Highlands, a 334-unit age-restricted 55+ community (*opened in 2002*) located directly northeast of this site. This proposed development, as is true with all UFG developments, would be wholly owned by the McMurtrie-Salmon families with all construction and property management services provided by United Financial Group, Inc

Thank you for taking the time to review and consider our proposal.

Sincerely,

*Ryan McMurtrie*

Ryan McMurtrie  
President & CEO



Planning Department 9229 West Loomis Road Franklin, Wisconsin 53132 (414) 425-4024 <a href="http://franklinwi.gov">franklinwi.gov</a>		APPLICATION DATE: <u>February 23rd 2024</u> STAMP DATE <u>city use only</u>
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## COMMON COUNCIL REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME Gary Milske		NAME Ryan McMurtre	
COMPANY Crossroads at Franklin LLC		COMPANY United Financial Group, Inc	
MAILING ADDRESS 327 N Roger St		MAILING ADDRESS 660 W Ridgeview Dr	
CITY/STATE Kimberly/Wisconsin ZIP 54136		CITY/STATE Appleton/Wisconsin ZIP 54911	
PHONE (920) 968-8100		PHONE (920) 968-8137	
EMAIL ADDRESS GMilske@yahoo.com		EMAIL ADDRESS RMcMurtre@UFGGroup.net	

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS (9661 & 9745 W Loomis Road), (9780, 9710, and 9824 W St. Martins Road), (9530 W Puetz Road)	TAX KEY NUMBER 8409999001 8409998000 8409997001 8409993001 8409994002, 8409997002 8409997003
PROPERTY OWNER Crossroads at Franklin LLC	PHONE (920) 968-8100
MAILING ADDRESS PO Box 1901	EMAIL ADDRESS RMcMurtre@UFGGroup.net
CITY/STATE Appleton/Wisconsin ZIP 54912	DATE OF COMPLETION office use only

### APPLICATION TYPE

**Please check the application type that you are applying for**

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

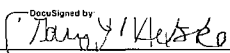
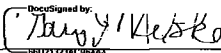
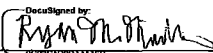
Most requests require Plan Commission review and Common Council approval  
 Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments

### SIGNATURES

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

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

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

PROPERTY OWNER SIGNATURE 	APPLICANT SIGNATURE 
NAME & TITLE By Gary Milske, Sole Member      DATE 2/22/24	NAME & TITLE Gary Milske, Sole Member      DATE 2/22/24
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE 
NAME & TITLE      DATE	NAME & TITLE Ryan McMurtre, President & CEO      DATE 2/22/24

## CITY OF FRANKLIN APPLICATION CHECKLIST

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

## CONCEPT REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details)
- \$250 Application fee payable to the City of Franklin
- Three (3) complete collated sets of application materials to include
  - Three (3) project narratives
  - Three (3) copies of the Preliminary Site/Development Plan of the subject property(ies) and immediate surroundings on 8 ½" X 11" or 11" X 17" paper (i.e., a scaled map identifying the subject property and immediate environs, including existing and proposed parcels, existing and proposed structures, existing and proposed land uses, existing and proposed zoning, existing and proposed infrastructure and utilities [approximate locations only], and existing and proposed site conditions/site constraints [i.e. approximate locations of public road access, rights-of way, natural resources/green space and drainage issues/concerns, etc.])
  - Three (3) colored copies of building elevations on 11" X 17" paper if applicable
- Email or flash drive with all plans / submittal materials

## COMPREHENSIVE MASTER PLAN AMENDMENT APPLICATION MATERIALS

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

## PLANNED DEVELOPMENT DISTRICT (PDD)

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

## REZONING

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

**SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION MATERIALS**

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

**UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION MATERIALS**

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

Planning Department 9229 West Loomis Road Franklin, Wisconsin 53132 (414) 425-4024 <a href="http://franklinwi.gov">franklinwi.gov</a>	
APPLICATION DATE: <u>February 23rd 2024</u> STAMP DATE      city use only	

## COMMON COUNCIL REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME <u>United Apartments, Inc</u>	NAME <u>Ryan McMurtre</u>
COMPANY <u>Puetz Road LLC</u>	COMPANY <u>United Financial Group, Inc</u>
MAILING ADDRESS <u>660 W Ridgeview Dr</u>	MAILING ADDRESS <u>660 W Ridgeview Dr</u>
CITY/STATE <u>Appleton/Wisconsin</u> ZIP <u>54911</u>	CITY/STATE <u>Appleton/Wisconsin</u> ZIP <u>54911</u>
PHONE <u>(920) 968-8100</u>	PHONE <u>(920) 968-8137</u>
EMAIL ADDRESS <u>MGorwitz@UFGroup.net</u>	EMAIL ADDRESS <u>RMcMurtre@UFGroup.net</u>

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS <u>W Puetz Road</u>	TAX KEY NUMBER <u>8409999002</u>
PROPERTY OWNER <u>Puetz Road LLC</u>	PHONE <u>(920) 968-8100</u>
MAILING ADDRESS <u>660 W Ridgeview Dr</u>	EMAIL ADDRESS <u>RMcMurtre@UFGroup.net</u>
CITY/STATE <u>Appleton/Wisconsin</u> ZIP <u>54911</u>	DATE OF COMPLETION      office use only

### APPLICATION TYPE

**Please check the application type that you are applying for**

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

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

### SIGNATURES

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

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

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

PROPERTY OWNER SIGNATURE 	APPLICANT SIGNATURE 
NAME & TITLE <u>By: United Apartments, Inc. Manager By Marshal T Gorwitz President</u> DATE <u>2/22/24</u>	NAME & TITLE <u>United Apartments, Inc. By: Marshal Gorwitz President</u> DATE <u>2/22/24</u>
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE 
NAME & TITLE      DATE	NAME & TITLE <u>Ryan McMurtre, President &amp; CEO</u> DATE <u>2/22/24</u>

## CITY OF FRANKLIN APPLICATION CHECKLIST

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

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**Project Metrics:**

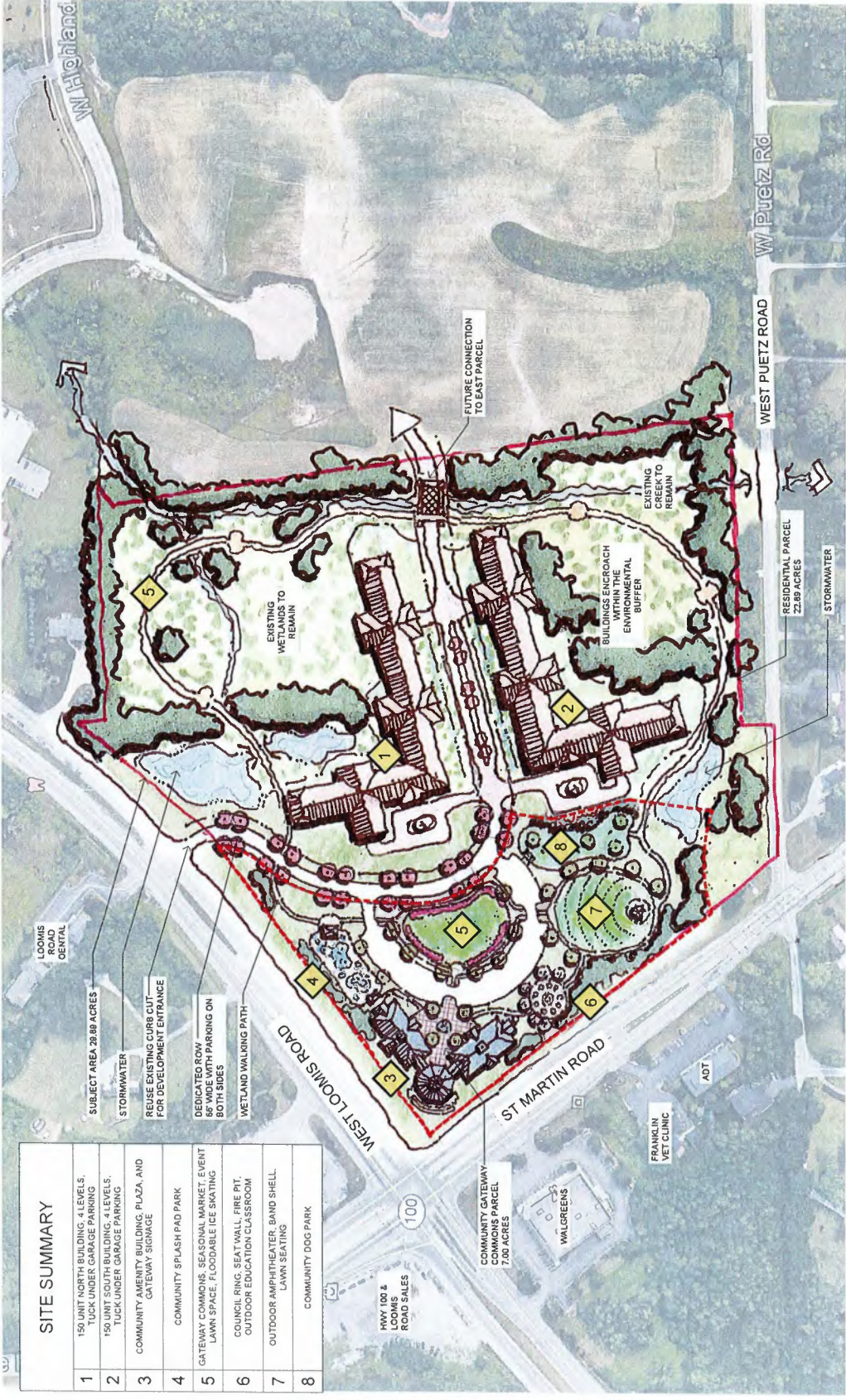
<b>WEST</b>	
Building A: Mix 3 and 4-Story	149 units
Covered parking = 140 stalls (Ratio = 0.94)	Surface stalls = 121 stalls
Total Parking Ratio = 1.75	
Building B: 3-Story	
Covered parking = 47 stalls (Ratio = 1.12)	Surface Stalls = 37 stalls
Total Parking Ratio = 2.00	
Building C: 3-Story	
Covered parking = 67 stalls (Ratio = 1.12)	Surface stalls = 49 stalls
Total Parking Ratio = 1.93	
<b>TOTAL = 251 units</b>	
<b>EAST</b>	
Building D: Mix 3 and 4-Story (+55)	180 units
Covered parking = 181 stalls (Ratio = 1.01)	Surface stalls = 82 stalls
Total Parking Ratio = 1.46	
Building E: 3-Story (+55)	
Covered parking = 63 stalls (Ratio = 1.05)	Surface stalls = 33 stalls
Total Parking Ratio = 1.60	
Building F: 3-Story	
Covered parking = 80 stalls (Ratio = 1.11)	Surface stalls = 57 stalls
Total Parking Ratio = 1.90	
Building TH1: 3-Story	
Parking = 2 stalls/unit	9 units
Building TH2: 3-Story	
Parking = 2 stalls/unit	9 units
Building TH3: 3-Story	
Parking = 2 stalls/unit	7 units
<b>TOTAL = 337 units</b>	
<b>SITE TOTAL = 588 units</b>	



**CROSSROADS SITE PLAN**  
 Crossroads Franklin - Master Plan - 2022.34.00  
 March 13, 2023







SITE SUMMARY	
1	150 UNIT NORTH BUILDING, 4 LEVELS, TUCK UNDER GARAGE PARKING
2	150 UNIT SOUTH BUILDING, 4 LEVELS, TUCK UNDER GARAGE PARKING
3	COMMUNITY AMENITY BUILDING, PLAZA, AND GATEWAY SIGNAGE
4	COMMUNITY SPLASH PAD PARK
5	GATEWAY COMMONS, SEASONAL MARKET, EVENT LAWN SPACE, FLOODABLE ICE SKATING
6	COUNCIL RING, SEAT WALL, FIRE PIT, OUTDOOR EDUCATION CLASSROOM
7	OUTDOOR AMPHITHEATER, BAND SHELL, LAWN SEATING
8	COMMUNITY DOG PARK



August 12th, 2021



**UNITED FINANCIAL GROUP, INC.**  
660 W Ridgeway Dr, Appleton, WI 54911  
DEVELOPER

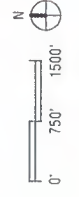
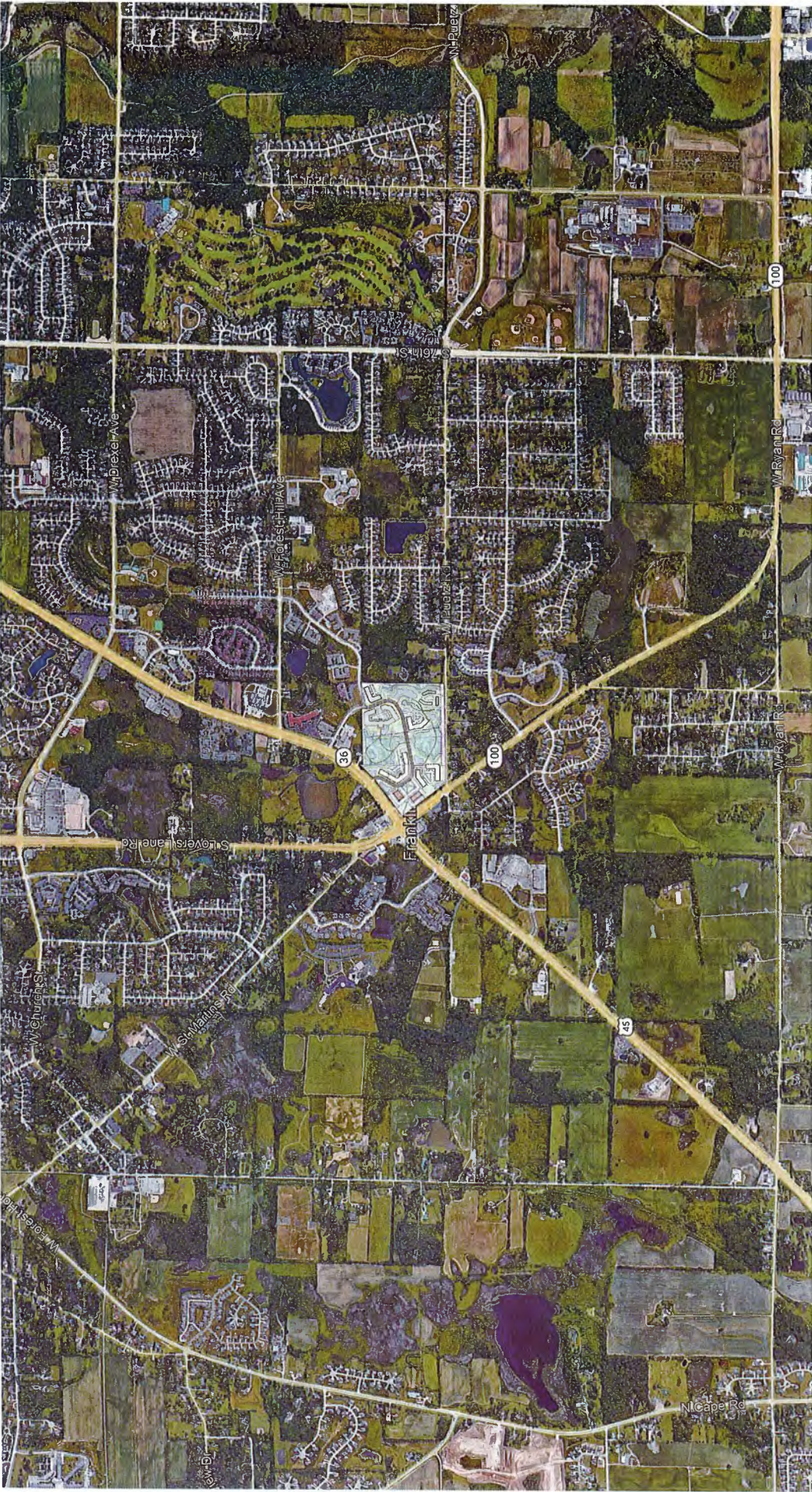
# SKETCH PLAN CONCEPT CROSSROADS PARCELS

Franklin, Wisconsin









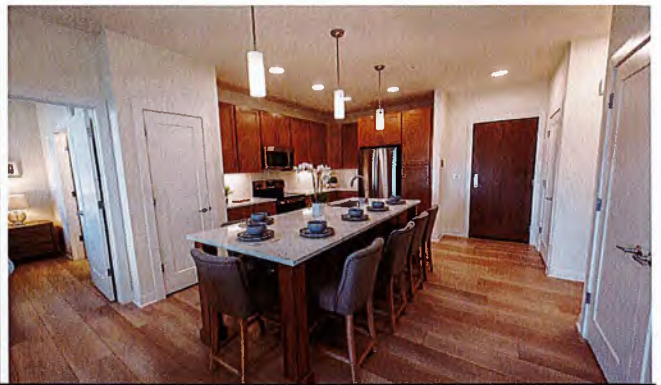
Site Context - Option 1  
Crossroads Franklin - 2022.34.00  
March 03, 2023







BRAND NEW



**HIGHLANDS**  
AT AERO PARK LLC  
Apartments & Townhomes 55+



APARTMENTS AND  
TOWNHOMES



[AEROPARKHIGHLANDS.COM](http://AEROPARKHIGHLANDS.COM)





BRAND NEW



PARAGON PLACE  
AT BEAR CLAW WAY



APARTMENTS, TOWNHOMES  
& ROW HOUSES



[PARAGONPLACEBEARCLAWWAY.COM](http://PARAGONPLACEBEARCLAWWAY.COM)





<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b>  03/19/2024</p>
<p align="center"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p align="center"><b>A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A CAR DETAILING USE UPON PROPERTY LOCATED AT 8853 S. 27TH STREET</b>  <b>(BFS LLC, APPLICANT)</b></p>	<p align="center"><b>ITEM NUMBER</b>  M. 5.  <b>Ald. Dist. #4</b></p>

At its March 7<sup>th</sup>, 2024 regular meeting, the Plan Commission recommended approval of the attached special use resolution for a car detailing use upon property located at 8853 S. 27th Street. The vote was 6-0-0, six 'ayes', no 'noes' and no absents.

Fiscal impact: not applicable.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2024-\_\_\_\_\_, imposing conditions and restrictions for the approval of a special use for a car detailing use upon property located at 8853 S. 27th Street.

(BFS LLC, applicant)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*[draft 02-27-2024]*

RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS  
FOR THE APPROVAL OF A SPECIAL USE FOR A CAR DETAILING USE UPON  
PROPERTY LOCATED  
AT 8853 S 27<sup>TH</sup> STREET,  
(BFS LLC, APPLICANT)

---

WHEREAS, BFS LLC, having petitioned the City of Franklin for the approval of a Special Use within an B-4 South 27<sup>th</sup> Street Mixed Use District under Standard Industrial Classification Title No. 7542 “Carwashes”, to operate a car detailing business with proposed hours of operation Monday through Friday, from 8:00 a.m. to 6:00 p.m., located at 8853 S. 27<sup>th</sup> Street, bearing Tax Key No. 855-9944-000, more particularly described as follows:

A TRACT LAND BEING PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWN 5 NORTH, RANGE 21 EAST, LOCATED IN THE CITY OF FRANKLIN, COUNTY OF RACINE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 00 DEGREES 09 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 1030.61 FEET , ALONG THE EAST LINE OF SAID SECTION TO A POINT; THENCE SOUTH 88 DEGREES 20 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 80.03 FEET , TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE WEST FRANKLIN TERRACE AND 26<sup>TH</sup> STREET RIGHT OF WAY INTERSECTION; THENCE SOUTH 00 DEGREES 09 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 102.00 FEET , ALONG THE WEST RIGHT OF WAY LINE OF SAID 27<sup>TH</sup> STREET, TO A POINT; THENCE SOUTH 88 DEGREES 20 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 657.78 FEET , TO A POINT; THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 102.00 FEET , PARALLEL TO SAID EAST LINE OF SAID ¼ SECTION, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID WEST FRANKLIN TERRACE; THENCE NORTH 88 DEGREES 20 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 657.78 FEET , ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 7th day of March, 2024, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive

Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

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

1. That this Special Use is approved only for the use of the subject property by BFS LLC, successors and assigns, as a car detailing use, which shall be developed in substantial compliance with, and operated and maintained by BFS LLC, pursuant to the application materials City file-stamped January 18, 2024 and annexed hereto and incorporated herein as Exhibit A.
2. BFS LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the BFS LLC car detailing business, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon BFS LLC and the car detailing use for the property located at 8853 S 27th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. All signage shall comply with the requirements of Chapter 210 of the Municipal Code and must receive a Sign Permit from the City Development Department prior to installation.

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



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

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

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

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

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

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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



**CITY OF FRANKLIN  
REPORT TO THE PLAN COMMISSION**

**Item C.3.**

**Meeting of March 7, 2024**

**Special Use Amendment**

---

**RECOMMENDATION:** City Development staff recommends approval of this special use amendment request to add SIC Code 7542 “Carwashes” as a permitted use on this property.

---

**Project name:** BFS LLC, Special Use  
**Property Owner:** Puschnig Enterprises, LLC  
**Applicant:** Nelson R. Blas, BFS LLC  
**Property Address/TKN:** 8853 S. 27<sup>th</sup> Street / 792 0272 000  
**Aldermanic District:** District 4  
**Zoning District:** B-4 – South 27<sup>th</sup> Street Mixed-Use District  
**Staff Planner:** Luke Hamill, Associate Planner  
**Application number:** PPZ23-0139

---

**INTRODUCTION:**

Special Use Amendment request to allow for a car detailing business, which is considered a special use in the B-4 zoning district, under SIC Code 7542 “Carwashes”. There are no exterior changes proposed.

**PROJECT ANALYSIS:**

SIC Code 7542 “Carwashes” requires a special use permit in the B-4 Zoning District. The property currently has an approved Special Use under SIC Code 7538, “General Automotive Repair Shop”. The applicant is not proposing any exterior improvements at this time.

SIC Code 7542 includes conventional carwashes, but also includes car detailing as part of its use:

**7542 Carwashes**

*Establishments primarily engaged in washing, waxing, and polishing motor vehicles, or in furnishing facilities for the self-service washing of motor vehicles.*

The applicant is not proposing a self-serving carwash. The businesses scope of services is to provide local car dealerships detailing services and maintenance.

The applicant has submitted a substantially complete application for a special use permit, allowing for Section § 15-3.0701 of the Unified Development Ordinance sets out the General Standards for Special Uses. City Development staff does not anticipate adverse impacts to adjacent properties because the proposed special use is very similar to the current property owners business.

## **SITE COMPLIANCE**

Pursuant to the Unified Development Ordinance (UDO) Section 15-5.30701A.7, a special use shall conform to the applicable regulations of the zoning district in which it is located, the B-4 South 27<sup>th</sup> Street Mixed Use Zoning District in this case. Staff visited the site and noticed the following non-compliance issues:

1. Parking stalls are not marked by paint lines, UDO 15-5.0202F
2. Parking area is not curbed, UDO §15-5.0202E

*Staff recommends the installation of curb stops, and striping of parking spaces, per UDO §15-5 0202F*

## **STAFF RECOMMENDATION**

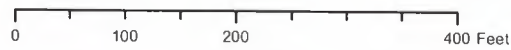
City Development Staff recommends approval of this Special Use Amendment request to add SIC Code 7542 “Carwashes” as a permitted use on this property.



8853 S. 27th Street  
TKN 855 9944 000



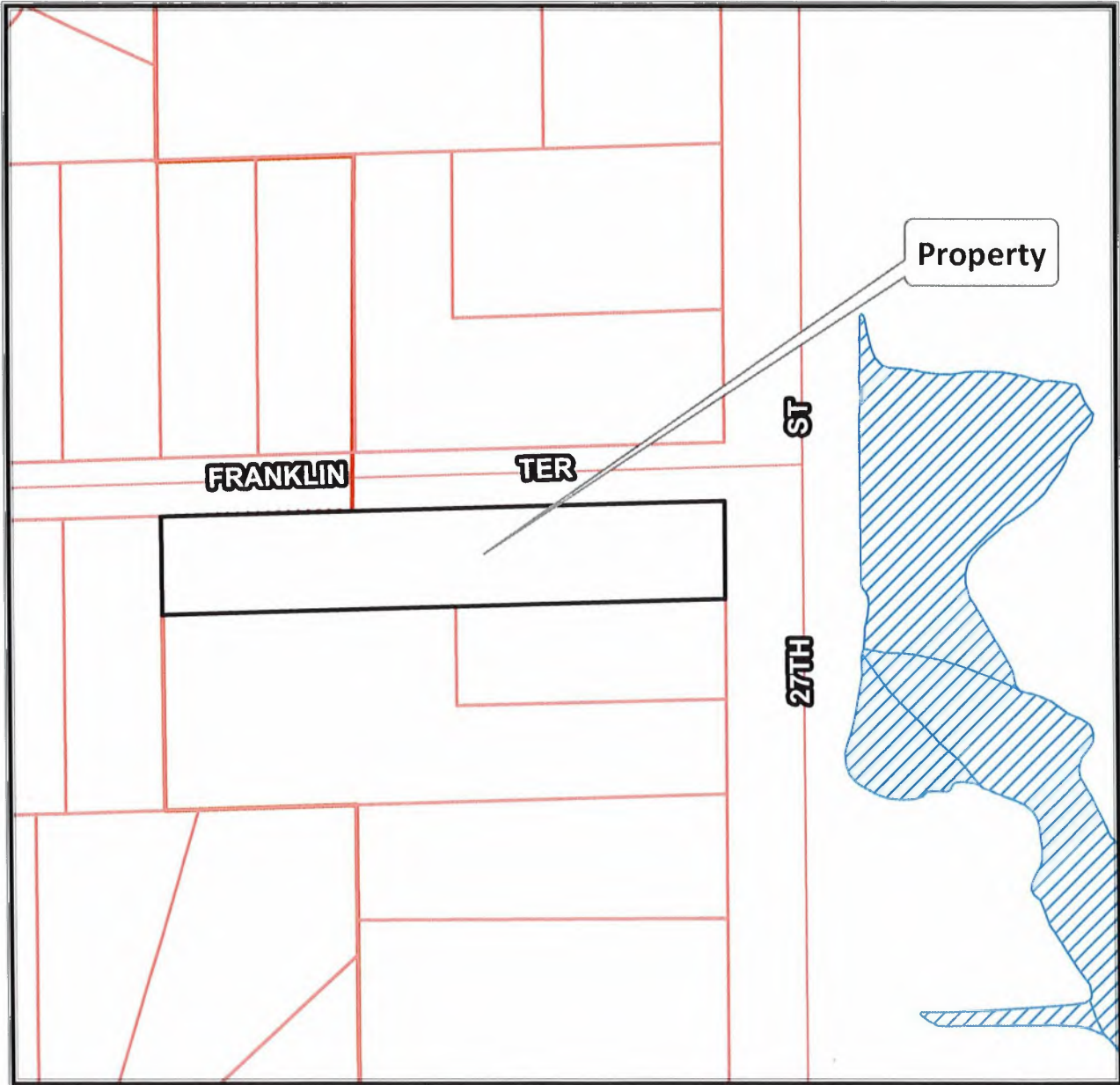
**Planning Department**  
**(414) 425-4024**



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



8853 S. 27th Street  
TKN 855 9944 000



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



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



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



APPLICATION DATE: 1/11/24  
 STAMP DATE: \_\_\_\_\_ city use only

## COMMON COUNCIL REVIEW APPLICATION

### PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME: <u>NELSON R. BLAS</u>	NAME:
COMPANY: <u>BFS LLC</u>	COMPANY:
MAILING ADDRESS: <u>6932 S. Howell Ave. 53154</u>	MAILING ADDRESS:
CITY/STATE: <u>Oak creek Wisc</u> ZIP: <u>53154</u>	CITY/STATE: ZIP:
PHONE: <u>414-391-1231</u>	PHONE:
EMAIL ADDRESS: <u>NBBFSLLC@YAHOO.COM</u>	EMAIL ADDRESS:

### PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: <u>8853 S. 27th ST</u>	TAX KEY NUMBER:
PROPERTY OWNER: <u>STEVEN PUSCHNIG</u>	PHONE:
MAILING ADDRESS: <u>8771 S 27th ST</u>	EMAIL ADDRESS:
CITY/STATE: <u>Franklin</u> ZIP: <u>WI 53132</u>	DATE OF COMPLETION: _____ office use only

### APPLICATION TYPE

Please check the application type that you are applying for

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

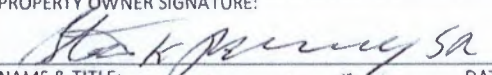
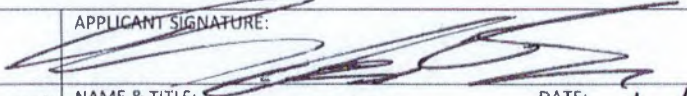
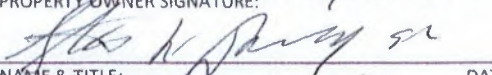
Most requests require Plan Commission review and Common Council approval.  
 Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments.

### SIGNATURES

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

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

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

PROPERTY OWNER SIGNATURE: 	APPLICANT SIGNATURE: 
NAME & TITLE: <u>Steven Puschnig owner</u> DATE: <u>1-11-24</u>	NAME & TITLE: <u>Nelson R. Blas</u> DATE: <u>1/10/24</u>
PROPERTY OWNER SIGNATURE: 	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE: <u>Steven Puschnig owner</u> DATE: <u>1-11-24</u>	NAME & TITLE: DATE:



## CITY OF FRANKLIN APPLICATION CHECKLIST

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

### CONCEPT REVIEW APPLICATION MATERIALS

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

### COMPREHENSIVE MASTER PLAN AMENDMENT APPLICATION MATERIALS

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

### PLANNED DEVELOPMENT DISTRICT (PDD)

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- Application fee payable to the City of Franklin... [select one of the following]
  - \$6,000: New PDD
  - \$3,500: PDD Major Amendment
  - \$500: PDD Minor Amendment
- Word Document legal description of the subject property.
- Three (3) complete collated sets of application materials to include ...
  - Three (3) project narratives.
  - Three (3) folded full size, of the Site Plan Package, drawn to scale copies, on 24" x 36" paper, including Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc. (See Sections 15-7.0101, 15-7.0301, and 15-5.0402 of the UDO for information that must be denoted or included with each respective plan.)
- One (1) colored copy of the building elevations on 11" X 17" paper, if applicable.
- One (1) copy of the Site Intensity and Capacity Calculations, if applicable (see division 15-3.0500 of the UDO)
- Email or flash drive with all plans / submittal materials.
  - PDD and Major PDD Amendment requests require Plan Commission review, a public hearing, and Common Council approval.
  - Minor PDD Amendment requests require Plan Commission review and Common Council approval.

### REZONING

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



SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- Application fee payable to the City of Franklin... [select one of the following]
  - \$1,500: New Special Use > 4000 square feet.
  - \$1,000: Special Use Amendment. ✓
  - \$750: New Special Use < 4000 square feet.
- Word Document legal description of the subject property.
- One copy of a response to the General Standards, Special Standards, and Considerations found in Section 15-3.0701(A), (B), and (C) of the UDO available at [www.franklinwi.gov](http://www.franklinwi.gov).
- Three (3) complete collated sets of application materials to include ...
  - Three (3) project narratives.
  - ~~Three (3)~~ folded copies of the Site Plan package, drawn to scale at least 24" X 36", The submittal should include only those plans/items as set forth in Section 15-7.0101, 15-7.0301 and 15-5.0402 of the UDO that are impacted by the development. (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc.
- ~~One (1)~~ colored copy of the building elevations on 11" X 17" paper, if applicable.
- Email or flash drive with all plans / submittal materials.
- Additional information as may be required.
  - Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval.

UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION MATERIALS

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



8341 South 27th Street Franklin, WI 53132 • (414)-304-1894 • ssautofranklin.com

To Whom it may concern,

I, Steven Puschnig Sr., owner of 8853 South 27th Street Franklin, WI 53132. Am allowing Nelson Blas to apply for a special use permit for Wholesale Automotive Detailing at the subject property. Feel free to contact me for any information you may need.

Steven Puschnig Sr.  
(414)-305-0990

A handwritten signature in black ink, appearing to read "Steven Puschnig Sr.", written in a cursive style.

NELSON BLAS

A handwritten signature in black ink, appearing to read "Nelson Blas", written in a cursive style.

(414) (391-1231)

## **BFS LLC PROJECT NARRATIVE**

**Location of Business: 8853 South 27<sup>th</sup> Street, Franklin Wi 53132**

**Date: January 15, 2024**

**Here are 3 project narratives:**

- 1. General automotive repair to vehicles to include replacing parts, engine maintenance and repair, servicing mechanical parts and replacement of.**
- 2. General cleaning, vacuuming, and dusting of vehicle interiors.**
- 3. Washing of windows, spot cleaning of stains on upholstery.**

**Subject Property:**

**I am purchasing this property at 8853 South 27<sup>th</sup> Street, Franklin Wi 53132 from the current owner that has been operating an automotive repair and detailing business out of the facility the past 20+ years. This property is already set up and in basic move in condition for me to continue operating the existing facility just under new ownership. My current business has been in business for 5+ years, but in a rented non-owned building. My operation employees normally 5 people, and during peak season of April-August an additional 2-3 people.**

**The business itself is low volume, strictly whole sale in nature. Normally we have on average 10 vehicles a day, and at peak up to 13 vehicles per day. Noise levels and traffic in and out of the facility is minimal, with normal hours of operation 8am-6pm daily M-F.**

**The special use permit will allow the business to provide more jobs and a better experience for clients that I serve. It will allow the business to increase its revenue and provide additional employee benefits by increasing the profitability of each vehicle serviced and cleaned.**

**The property itself will be kept in good order, visually pleasing to the public. I plan on enhancing the exterior appearance with fresh paint and upgrade the grounds with shrubs and flowers to improve the overall street appearance of the property.**

**I plan on being a long term property owner and being a active part in the community I do business in. My fiancé and I are also hoping to purchase a residence in the city to be close to where I work, and be all-in with the community by where we live and work.**

### Legal Description

A TRACT LAND BEING PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 24, TOWN 5 NORTH, RANGE 21 EAST, LOCATED IN THE CITY OF FRANKLIN, COUNTY OF RACINE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 00 DEGREES 09 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 1030 61 FEET , ALONG THE EAST LINE OF SAID SECTION TO A POINT; THENCE SOUTH 88 DEGREES 20 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 80.03 FEET , TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE WEST FRANKLIN TERRACE AND 26<sup>TH</sup> STREET RIGHT OF WAY INTERSECTION; THENCE SOUTH 00 DEGREES 09 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 102 00 FEET , ALONG THE WEST RIGHT OF WAY LINE OF SAID 27<sup>TH</sup> STREET, TO A POINT; THENCE SOUTH 88 DEGREES 20 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 657.78 FEET , TO A POINT; THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 102.00 FEET , PARALLEL TO SAID EAST LINE OF SAID  $\frac{1}{4}$  SECTION, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID WEST FRANKLIN TERRACE; THENCE NORTH 88 DEGREES 20 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 657.78 FEET , ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.



Date: February 20, 2024  
To: Nelson R. Blas, BFS LLC  
From: Department of City Development. Luke Hamill, Associate Planner.  
RE: Staff Comments, 8853 S 27<sup>th</sup> Street / 855 9944 000

---

Please be advised that city staff has reviewed the above application received on January 18, 2024, for a proposed Special Use Amendment to include SIC Code 7542 on lot located at 8853 S 27<sup>th</sup> Street / 855 9944 000. The following comments are for your review and consideration.

**Special Use Amendment**

The current zoning of the site is B-4 South 27<sup>th</sup> Street Mixed Use District.

1. Will the detailing include washing of vehicles? If so, can you explain how it will not have an adverse impact on public facilities, i.e sewer?

Response: At times vehicles may receive a light wash with soap and water. No chemicals are used, and most do not even receive a wash. If a vehicle comes in that is very dirty I just run it through a car wash on the way back to the dealership. Its cheaper and quicker for me to do that. My whole sale business focus is service, interior repair, interior detailing. I average 10 cars a day, and perhaps 3-4 receive a water rinse at most. It will have no impact on public sewers.

2. In the Standards of Review document, please revise answer C.2 as that standard is asking why this site specifically achieves the proposed use of the document over other potential sites.

Response: This site specifically achieves the purpose as it has been operating as the same type of business as mine for the last 20+ years. It has been an auto repair and detailing shop all this time. As such, I can move in and begin operations immediately. It is also on the same street as my wholesale customers, as I service a number of the dealerships on south 27<sup>th</sup> street.

3. Vehicles need to be parked on concrete or asphalt. No vehicles can be parked on grass.

Response: It is understood and agreed too that no vehicles will be parked on the grass.

**DIVISION 15-3.0700**

**SPECIAL USE STANDARDS AND REGULATIONS**

**SECTION 15-3.0701**

**GENERAL STANDARDS FOR SPECIAL USES**

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

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

***Response:***

Yes, BFS LLC will be in harmony with the City of Franklin zoning and regulation ordinances.

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

***Response:***

BFS LLC will not have adverse or detrimental effect to any property, community, or neighborhood.

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

***Response:***

BFS LLC proposed/ special use will not effect any neighboring properties or interfere with zoning regulations.

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

***Response:***

*All facilities have been provided adequately.*

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

***Response:***

BFS LLC proposed/special use will not cause traffic congestion on main /residential streets.

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

***Response:***

BFS LLC and its proposed/special use will not harm/damage any natural, scenic, or historic importance.

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

***Response:***

BFS LLC will comply with all propose/special use regulations of the district in which it is located.

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

***Response:***

BFS LLC shall establish compliance with special standards

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

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

***Responses***

BFS LLC will provide value to the area and provide auto repair/auto cleaning/detailing to near by business's and community possibly creating more jobs.

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

*Response:*

This site specifically achieves the purpose as it has been operating as the same type of business as mine for the last 20+ years. It has been an auto repair and detailing shop all this time. As such, I can move in and begin operations immediately. It is also on the same street as my wholesale customers, as I service a number of the dealerships on south 27<sup>th</sup> street.

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

*Response:*

BFS LLC will not cause adverse effects to buildings or landscaping. The building and landscaping will remain the same.

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

*Response:*

BFS LLC will not establish or encourage incompatible uses in surrounding areas. BFS LLC is taking over existing business location.



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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 19, 2024
Reports & Recommendations	A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 8930 South 116th Street, TKN 845 9996 000	ITEM NO. Ald. Dist. 6 26.

**BACKGROUND**

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

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

**ANALYSIS**

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

**FISCAL NOTE**

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

**RECOMMENDATION**

Motion to adopt Resolution No. 2024- \_\_\_\_\_ a resolution for acceptance of a storm water facilities maintenance agreement and a storm water management access easement for 8930 South 116th Street, TKN 845 9996 000.

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 -

A RESOLUTION FOR ACCEPTANCE OF A  
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A  
STORM WATER MANAGEMENT ACCESS EASEMENT  
FOR 8930 SOUTH 116TH STREET, TKN 845 9996 000

---

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

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

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

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

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

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

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

**STORM WATER FACILITIES  
MAINTENANCE AGREEMENT**

**MARSHALL RESIDENCE**  
8930 S. 116th Street, Franklin, Wisconsin  
(Tax Key: 845 9996 000)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between PAUL E. MARSHALL, hereinafter called the "Owner", and the CITY OF FRANKLIN, hereinafter called the "City".

**WITNESSETH:**

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

That part of the West 1/2 of the Northeast 1/4 of Section 19, in Township 5 North, Range 21 East, in the City of Franklin, bounded and described as follows:

Commencing at a point on the West line of said 1/4 Section, which is 1333.48 feet, Due South of Northwest Corner of said 1/4 Section; thence S88°51'00" E, 1323.09 feet to a point on the North and South 1/8 line of said 1/4 Section; thence S 00°01'22" W on said 1/8 line, 310.18 feet to a point; thence N 88°51'45" W, 1322.96 feet to a point in the West line of said 1/4 Section; thence Due North along the West line of said 1/4 Section, 310.48 feet to the place of beginning, said land being in the City of Franklin, Milwaukee County, Wisconsin.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

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

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

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

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

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated January 16, 2024 and the erosion control plan dated January 16, 2024, which were prepared by The Sigma Group and approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.



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

the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

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

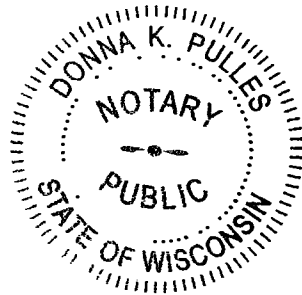
IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

OWNER:

Paul E. Marshall (SEAL) *no seal*  
Paul E. Marshall

STATE OF WISCONSIN )  
 )ss.  
MILWAUKEE COUNTY )

Personally came before me this 1<sup>st</sup> day of March, 2024, the above named Paul E. Marshall, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Donna K. Pulles  
Notary Public, Milwaukee County, WI  
( )  
My commission expires: 7-28-26

**CITY OF FRANKLIN**

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

**COUNTERSIGNED:**

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

STATE OF WISCONSIN )  
 )ss.  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named John R. Nelson, Mayor, and Shirley J. Roberts, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the Resolution File No. \_\_\_\_\_, adopted by its Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
( )  
My commission expires: \_\_\_\_\_

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

Form approved: \_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

## EXHIBIT "A"

### RAIN GARDEN INSPECTION AND MAINTENANCE

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

**Referring to Planting Plans & Photos:** It is especially important to refer to planting plans and photos that show what types of vegetation should be present, and where maintenance crews should or should not mow.

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

**Inspection Focus:** Inspections should focus on the growth and condition of vegetation, including any weeds or invasives; soil conditions (especially sediment build-up or clogging); and stormwater flow paths and erosion. Maintenance of any items identified in the inspections should be completed within 7 days of the inspection.

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

- Identifying any bare areas in the rain gardens
- Identifying any low or eroded areas in the engineered soil
- Identifying any structural component issues

**Manual Weed Control:** Depending on establishment and condition of planting bed, as many as 12 weeding visits could occur during the typical six month growing season of mid-April through mid-October. The weeds are growing most aggressively from early May through mid-July (before native warm season grasses have filled out). During this period, visits may need to be weekly. Ornamental landscapes will typically require more visits than naturalized ones, but to begin with, naturalized landscapes will require more visits. As naturalized landscapes are established, the frequency of manual weed control will taper off.



**EXHIBIT "B"**  
**DEPICTION OF THE FACILITIES**

[See attached Plat of Survey]



**EXHIBIT "C"**

**LEGAL DESCRIPTION OF AREA**

That part of the West ½ of the Northeast ¼ of Section 19, in Township 5 North, Range 21 East, in the City of Franklin, bounded and described as follows:

Commencing at a point on the West line of said ¼ Section, which is 1404.40 feet, Due South of Northwest Corner of said ¼ Section; Thence North 87° 14' 07" East, 76.53 feet; Thence North 76° 40' 21" East, 97.75 feet; Thence North 86° 24' 00" East, 56.92 feet; Thence South 89° 05' 12" East, 509.98 feet; Thence North 45° 43' 48" East, 47.17 feet; Thence South 89° 26' 36" East, 99.41 feet; Thence South 37° 17' 56" East, 96.98 feet; Thence North 90° 00' 00" East, 15.57 feet; Thence South 0° 00' 00" East, 68.00 feet; Thence North 90° 00' 00" West, 48.00 feet; Thence North 0° 00' 00" East, 68.00 feet; Thence North 90° 00' 00" East, 15.57 feet; Thence North 37° 17' 56" West, 81.96 feet; Thence North 89° 26' 36" West, 88.59 feet; Thence South 45° 43' 48" West, 47.21 feet; Thence North 89° 05' 12" West, 514.50 feet; Thence South 86° 24' 00" West, 55.42 feet; Thence South 76° 40' 21" West, 97.84 feet; Thence South 87° 14' 07" West, 78.09 feet to a point on the West line of said 1/4 Section; Thence Due North along the West line of said 1/4 Section, 12.01 feet to the place of beginning.

The foregoing Green Infrastructure Easement contains 14,954.15 square feet of land, more or less.

**STORM WATER MANAGEMENT  
ACCESS EASEMENT**

MARSHALL RESIDENCE  
8930 S. 116th Street, Franklin, Wisconsin  
(Tax Key: 845 9996 000)

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City" or "Grantee," and PAUL E. MARSHALL, hereinafter called "Grantor"

**WITNESSETH**

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantee's payment of One Dollar (\$1 00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the W 1/2 of the NE 1/4 of Section Nineteen (19), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit "C" attached hereto (the "Easement Area"), and the following terms and conditions shall apply to the Property and the Grantee and the Grantor as stated herein.

- 1 That said Facilities shall be maintained and kept in good order and condition by the Grantor, at the sole cost and expense of the Grantor
- 2 That in and during whatever maintenance or repair work is or becomes necessary in maintaining said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Grantor, be replaced in substantially the same condition as it was prior to such disturbance. However, the Grantee shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantee, its agents or employees in connection with said work involved in maintaining said Facilities, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefor shall be borne by them in proportion to their respective degrees of negligence, provided further, however, that these provisions are subject to the legal defenses available under law which the Grantee or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
- 3 That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvements such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.



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

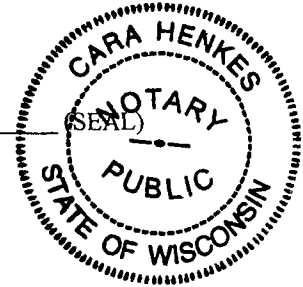
- 14 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin
- 15 Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by the City recording in the office of the Register of Deeds for Milwaukee County, Wisconsin a release in recordable form, with directions for delivery of same after recording to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate
- 16 The easement and rights created herein, together with the obligations herein imposed, are appurtenant to and running with the land, and shall inure to the benefit of and be binding upon Grantor and the City and their respective successors, grantees and assigns, and all parties claiming by, through or under them, including but not limited to, all present and future owners, purchasers, mortgagees, tenants and occupants of, and any persons acquiring an interest in, the Property

*[The remainder of this page is blank. Signature page follows ]*

IN WITNESS WHEREOF, the Grantor and Grantee have executed the foregoing instrument, effective as of the 23 day of February, 2024

GRANTOR

*Paul E. Marshall*  
ne seal  
Paul E. Marshall



STATE OF WISCONSIN )  
  )ss.  
MILWAUKEE COUNTY )

Personally came before me this 23 day of February, 2024, the above named Paul E Marshall, to me known to be the person who executed the foregoing instrument and acknowledged the same

*Cara Henkes*  
Notary Public, Milwaukee County, WI  
(Cara Henkes)  
My commission expires 07/07/2025

GRANTEE:  
CITY OF FRANKLIN

By \_\_\_\_\_ (SEAL)  
Name John R Nelson  
Title Mayor

COUNTERSIGNED  
By \_\_\_\_\_ (SEAL)  
Name Shirley J. Roberts  
Title City Clerk

STATE OF WISCONSIN )  
  )ss  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named John R Nelson, Mayor, and Shirley J Roberts, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the Resolution File No. \_\_\_\_\_, adopted by its Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
( \_\_\_\_\_ )  
My commission expires \_\_\_\_\_

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

MORTGAGE HOLDER CONSENT

The undersigned, BMO Bank N.A. (formerly known as BMO Harris Bank N.A.), a national banking association ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on May 19, 2021, as Document No. 11116408, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

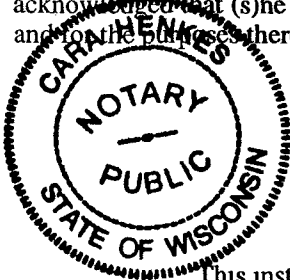
IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed, as of the 23 day of February, 2024.

MORTGAGEE:  
BMO Bank N.A.,  
a national banking association

By: Carolann Matzek  
Name: Carolann Matzek  
Title: AVP, Branch Mgr

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF Milwaukee

On this, the 23 day of February, 2024, before me, the undersigned, personally appeared Carolann Matzek, the AVP of BMO Bank N.A., a national banking association, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes herein contained.



Cara Henkes  
Print Name: Cara Henkes  
Notary Public, State of Wisconsin  
My commission expires: 07/07/2025

This instrument was drafted by the City of Franklin.

Approved as to contents

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

Approved as to form only

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



Exhibit A

(Description of the Property)

That part of the West 1/2 of the Northeast 1/4 of Section 19, in Township 5 North, Range 21 East, in the City of Franklin, bounded and described as follows:

Commencing at a point on the West line of said 1/4 Section, which is 1333.48 feet, Due South of Northwest Corner of said 1/4 Section, thence S88°51'00" E, 1323.09 feet to a point on the North and South 1/8 line of said 1/4 Section, thence S 00°01'22" W on said 1/8 line, 310.18 feet to a point, thence N 88°51'45" W, 1322.96 feet to a point in the West line of said 1/4 Section, thence Due North along the West line of said 1/4 Section, 310.48 feet to the place of beginning, said land being in the City of Franklin, Milwaukee County, Wisconsin.

Exhibit B

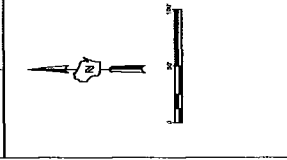
(Depiction of the Facilities)

[See attached Plat of Survey]

**LEGEND**

1	Proposed Right-of-Way
2	Proposed Easement
3	Proposed Structure
4	Proposed Foundation
5	Proposed Foundation
6	Proposed Foundation
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FRANKLIN WI  
 8930 S 116TH STREET  
 PLAT OF SURVEY



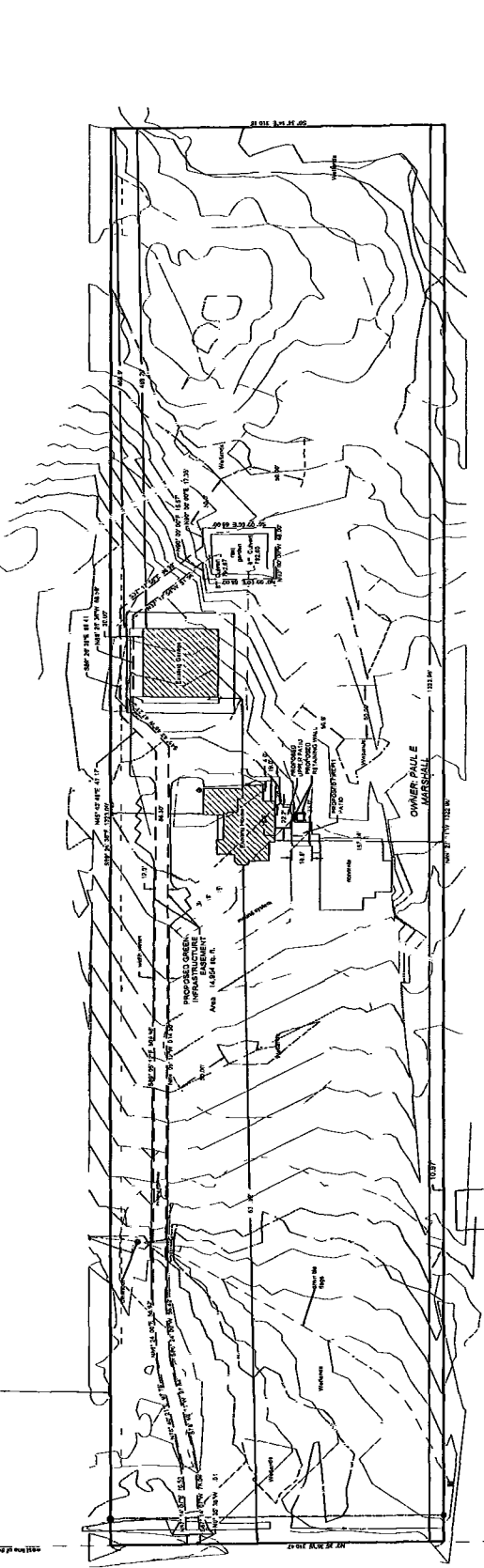
U.S. RESURVEY DATE BY	
DRAWING NO.	2008-001
DRAWN BY	JAC
DATE	10/09/03
PROJECT NO.	42008
CHECKED BY	MAS
APPROVED BY	
SHEET NO.	1 OF 1

**Land description (abstract):**  
 That part of the West 1/2 of the Northwest 1/4 of Section 16, in Township 5 North, Range 21 East, in the City of Franklin, bounded and described as follows:  
 333.06 feet to a point on the West line of said 1/2 Section, Thence S 00° 12' 30" W an equal 1/2 acre, 310.78 feet to a point, Thence N 88° 51' 14" W  
 332.06 feet to a point in the West line of said 1/2 Section, Thence Dine North along the West line of said 1/2 Section, 310.48 feet to the place of beginning, and  
 and being in the City of Franklin, Madison County, Wisconsin.

**Additional Landmarks:**  
 From North 20 feet  
 From East 30 feet  
 From West 30 feet

**Proposed Green Infrastructure Elements:**  
 This part of the West 1/2 of the Northwest 1/4 of Section 16, in Township 5 North, Range 21 East, in the City of Franklin, bounded and described as follows:  
 Commencing at a point on the West line of said 1/2 Section, which is 1024.40 feet, East South of Northwest Corner of said 1/2 Section, Thence North 87° 41' 00"  
 East 152.25 feet to a point, Thence South 87° 41' 00" East 152.25 feet to a point, Thence South 87° 41' 00" East 152.25 feet to a point, Thence South 87° 41' 00" East 152.25 feet  
 East Thence South of 87° 41' 00" East 152.25 feet Thence North 87° 41' 00" West 152.25 feet to a point, Thence North 87° 41' 00" West 152.25 feet to a point, Thence  
 North 89° 50' 2" West 51.40 feet Thence South 89° 50' 2" West 51.40 feet Thence South 89° 50' 2" West 51.40 feet Thence South 89° 50' 2" West 51.40 feet to the  
 place of beginning, Thence 720 feet to a point on the West line of said 1/2 Section, Thence Dine North along the West line of said 1/2 Section, 310.78 feet  
 to the place of beginning.

**The Green Infrastructure Element:**  
 14,854.18 square feet of land, more or less.



**GENERAL NOTES:**  
 1. THE DRAWING IS FOR INFORMATION ONLY. THE DRAWING IS BASED ON FIELD LOCATIONS AND RECORDS FURNISHED BY MUNICIPALITIES AND UTILITY COMPANIES. THE LOCATION AND ACCURACY OF WHICH CANNOT BE GUARANTEED. THERE MAY BE ADDITIONAL UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA. THE FIELD LOCATIONS OF ALL UTILITIES, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.  
 3. DRAWING IS BASED ON FIELD TOPOGRAPHY BY THE SIGMA GROUP ON AUGUST 7, 2003. CONTOURS ARE SHOWN AT 2-FOOT INTERVALS. A DATUM OF SURVEY PREPARED BY BERNHARDT SURVEYING INC. ON 10/09/03 IS USED. THE DATUM IS 1000 FEET ABOVE MEAN SEA LEVEL.  
 4. DATUM FOR THE PROJECT IS 1000 FEET ABOVE MEAN SEA LEVEL. BENCHMARK FOR THE SURVEY IS THE CENTER OF SECTION 9-21 ELEVATION 1003.3.  
 5. CONTRACTOR TO VERIFY EXISTING CONDITIONS. CONTACT ENGINEER WITH DISCREPANCIES.

**Notes:**  
 1. The drawing is based on field topography by the Sigma Group on August 7, 2003. Contours are shown at 2-foot intervals. A datum of survey prepared by Bernhardt Surveying Inc. on 10/09/03 is used. The datum is 1000 feet above mean sea level.  
 2. The contractor shall be responsible for verifying the location and depth of all utilities prior to construction.  
 3. Drawing is based on field topography by the Sigma Group on August 7, 2003. Contours are shown at 2-foot intervals. A datum of survey prepared by Bernhardt Surveying Inc. on 10/09/03 is used. The datum is 1000 feet above mean sea level.  
 4. Datum for the project is 1000 feet above mean sea level. Benchmark for the survey is the center of section 9-21 elevation 1003.3.  
 5. Contractor to verify existing conditions. Contact engineer with discrepancies.

DATE: 10/09/03  
 DRAWN BY: JAC  
 CHECKED BY: MAS  
 APPROVED BY: [Signature]

S 116th Street  
 ONAGER VALLEY MARSHALL

DATE: 10/09/03  
 DRAWN BY: JAC  
 CHECKED BY: MAS  
 APPROVED BY: [Signature]

DATE: 10/09/03  
 DRAWN BY: JAC  
 CHECKED BY: MAS  
 APPROVED BY: [Signature]

Exhibit C

(Description of Easement Area)

That part of the West ½ of the Northeast ¼ of Section 19, in Township 5 North, Range 21 East, in the City of Franklin, bounded and described as follows.

Commencing at a point on the West line of said ¼ Section, which is 1404.40 feet, Due South of Northwest Corner of said ¼ Section, Thence North 87° 14' 07" East, 76.53 feet, Thence North 76° 40' 21" East, 97.75 feet, Thence North 86° 24' 00" East, 56.92 feet; Thence South 89° 05' 12" East, 509.98 feet, Thence North 45° 43' 48" East, 47.17 feet; Thence South 89° 26' 36" East, 99.41 feet; Thence South 37° 17' 56" East, 96.98 feet, Thence North 90° 00' 00" East, 15.57 feet, Thence South 0° 00' 00" East, 68.00 feet, Thence North 90° 00' 00" West, 48.00 feet; Thence North 0° 00' 00" East, 68.00 feet, Thence North 90° 00' 00" East, 15.57 feet, Thence North 37° 17' 56" West, 81.96 feet; Thence North 89° 26' 36" West, 88.59 feet, Thence South 45° 43' 48" West, 47.21 feet; Thence North 89° 05' 12" West, 514.50 feet, Thence South 86° 24' 00" West, 55.42 feet, Thence South 76° 40' 21" West, 97.84 feet, Thence South 87° 14' 07" West, 78.09 feet to a point on the West line of said 1/4 Section, Thence Due North along the West line of said 1/4 Section, 12.01 feet to the place of beginning.

The foregoing Green Infrastructure Easement contains 14,954.15 square feet of land, more or less.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 19, 2024
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Subdivider of Cape Crossing Subdivision, at approximately 12200 W. Ryan Road, TKN 890 1074 000	ITEM NO. Ald. Dist. 6 M.7.

**BACKGROUND**

Pursuant to the approval of Cape Crossing subdivision, the Subdivider, Cape Crossing, LLC, is ready to proceed with phase 2 of the subdivision. The Development Agreement for the first phase of the subdivision was approved October 18, 2022. The subdivision is on property located at approximately 12200 W. Ryan Road with phase 2 being the north portion of the site (TKN 890 1074 000). It is necessary to enter into a development agreement at an estimated cost of \$1,207,008.00.

The final plat for phase 2 (Cape Crossing Addition No. 1) is currently under review with the City.

When proposed, the phase 1 plat (Cape Crossing) included the dedication of land in the southeast corner of the subdivision, known as Outlot 4 (26,309+/- square feet) to the City. The intention was for the City to accept this land dedication for use within the S. 116<sup>th</sup> Street trail project. However at the September 9, 2022 Common Council meeting a motion carried that directed Staff to further review the conditions (item 17 of the resolution) and bring back to Council.

*17. The subdivider must revise sheet 2, note 5, to indicate dedication of Outlot 4 to the City of Franklin. The subdivider may obtain a credit or credit refund of the total park impact fee obligation per UDO Section 15-5.01 10F.4.b.*

This item was brought back to the October 4, 2022 Common Council with the discussion of the S. 116<sup>th</sup> Street trail project and a motion carried –

*“Do nothing at this time. The property (Outlot 4) will become the City’s ownership. The site may be used for a contractor’s field office and DPW’s consequent access area for trail maintenance.”*

The phase 1 Development Agreement for this subdivision included the dedication of Outlot 4 noted in Exhibit “E”, additional subdivision requirements number 16 –

*Subdivider shall prepare final plat of Phase 1 to dedicate land on the southeast corner of the entire subdivision known as Outlot 4 (26,309 +/- square feet) to City. Upon recording of dedication of Outlot 4, an amount of \$13,680.00 shall be credited to Subdivider from applicable Park Impact fees for this subdivision. Such credited amount shall be processed by way of a refund to the Subdivider of parks, playgrounds, and land for athletic fields impact fees paid by the Subdivider, by way of City check payable to the Subdivider sent by way of U.S. Postal Service Mail, within 90 days of the receipt by the City of such payment by the Subdivider, until the aforesaid amount of \$13,680.00 has been received by the City and refunded in its entirety.*

The subdivider is amenable to completing this dedication process in the final plat for phase 2, meaning Outlot 4 of the Cape Crossing subdivision will be dedicated to the City with the phase 2 final plat.

**ANALYSIS**

This agreement provides for the necessary public improvements required for phase 2 of the Cape Crossing subdivision. Included in the agreement is the extension of public roads, storm sewer, sanitary sewer, and water main throughout the site.

Staff worked on an analysis concerning the value of Outlot 4. The assessors data for 2022 for the larger parcel (not the farmhouse) was used and extrapolated for the 26,309 square feet of Outlot 4.

<b>Land Class</b>	<b>Acres</b>	<b>Value</b>	<b>Value/Acre</b>	<b>Value/SF</b>	<b>Value of Outlot 4</b>
Agriculture	74.79	\$18,000.00	\$240.67	\$0.0055	\$145.36
Undeveloped	5.00	\$13,000.00	\$2,600.00	\$0.0597	\$1,570.33

However, the Assessor’s office confirmed that the value of agriculture land is set by the state and not indicative of the true value of the land. Staff has asked the developer for a copy of the closing statement, but internet sources have reported that the April 2022 sale price was \$1.9 million. The Plat documents that the entire parcel (including the farmhouse) consists of 84.0074 acres. Note that the farmhouse is actually a liability to the developer as it will need to be razed. Extrapolating \$22,617/acre price for the 26,309 square feet computes a value of \$13,660.06. The developer had previously submitted a value of \$13,680. Staff concludes that the \$13,680 appears to be a reasonable fair market value for the property.

**OPTIONS**

It is recommended that the Common Council approve the enclosed standard form of the phase 2 development agreement with specific items contained in Exhibit “E”.

The agreement remains in negotiations subject to the provisions, including but not limited to the insurance coverage. Insurance certificates were requested and will be reviewed for conformance with current City requirements.

**FISCAL NOTE**

Municipal services and contingencies are accepted with percentages and are included in bond.

When the final plat for phase 2 of the subdivision is approved and recorded, the dedication of Outlot 4 will occur and the amount of \$13,680.00 shall be credited to the Subdivider from applicable Park Impact fees for the subdivision.

**RECOMMENDATION**

Motion to adopt Resolution No. 2024- \_\_\_\_\_ a resolution authorizing certain officials to execute a subdivision development agreement with the subdivider of Cape Crossing subdivision, at approximately 12200 W. Ryan Road, TKN 890 1074 000, subject to potential changes to the agreement, with the final form and content to be approved by the City Engineer and the City Attorney.

Engineering: TAB

RESOLUTION NO. 2024- \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A  
SUBDIVISION DEVELOPMENT AGREEMENT WITH THE SUBDIVIDER OF  
CAPE CROSSING SUBDIVISION, AT APPROXIMATELY  
12200 W. RYAN ROAD, TKN 890 1074 000

-----  
WHEREAS, the Subdivider, Cape Crossing, LLC, is ready to proceed with phase 2 of the Cape Crossing subdivision and it is necessary to enter into a Subdivision Development Agreement for this phase of the subdivision; and

WHEREAS, the final plat for phase 2 (Cape Crossing Addition No. 1) is currently under review with the City; and

WHEREAS, the final plat shall include the dedication of land in the southeast corner of the subdivision, known as Outlot 4 (26,309 +/- square feet) to City; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned subdivision development known as Cape Crossing; and

WHEREAS, the developer of the subdivision is willing to proceed with the installation of the improvements provided for in the Subdivision Development Agreement; and

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

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Subdivision Development Agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Alderman \_\_\_\_\_.

Passed and adopted by the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

**CITY OF FRANKLIN**

**WISCONSIN**

**SUBDIVISION DEVELOPMENT AGREEMENT**

**FOR**

**CAPE CROSSING SUBDIVISION ADDITION NO. 1 (Phase 2)**

**March 2024**

**SUBDIVISION DEVELOPMENT AGREEMENT  
FOR  
CAPE CROSSING SUBDIVISION ADDITION NO. 1 (Phase 2)**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between, Cape Crossing LLC, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH.

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

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2)(m) of the Wisconsin Statutes and Division 15-9 0300 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time; and

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

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

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

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



State of Wisconsin The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

- 4 The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs") Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) ONE MILLION TWO-HUNDRED SEVEN THOUSAND EIGHT AND 00/100 DOLLARS as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of \$1,207,008.00 representing the estimated costs for the Public Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13 below
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that

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

7. The following special provisions shall apply.
  - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
  - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
  - (c) To the extent necessary to accommodate public utilities easements on the Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines
  - (d) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer
  - (e) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement
8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction

Period This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.

- 10 If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided, however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
  
11. Except as otherwise provided in Paragraph 12. below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with
  - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider,
  - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors,
  - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period,
  - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
  - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright
  
- 12 Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
  
- 13 The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5 above. Notwithstanding anything to

the contrary in the foregoing provisions of this Paragraph which may be more restrictive, the Subdivider's obligations under said guaranty shall expire upon the day after 14 months after the date the public improvements for which the security is provided are substantially completed and upon substantial completion of the public improvements, the amount of the Letter of Credit shall be no more than the amount equal to the total cost to complete any uncompleted public improvements plus 10 percent of the total cost of the completed public improvements, pursuant to Wis Stat. § 236.13(2)(am)1.c.

14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

<p>A General/Commercial Liability</p> <p><i>To be provided by the Developer and Developer's subcontractors, UPI LLC. and Super Western, Inc</i></p>	<p>\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage; \$4,000,000 per general aggregate (Cape Crossing, LLC \$1,000,000/\$2,000,000; UPI LLC \$1,000,000/\$2,000,000; Super Western, Inc. \$2,000,000/\$4,000,000)</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>B. Automobile Liability</p> <p><i>To be provided by the Developer and Developer's subcontractor, Super Western, Inc</i></p>	<p>\$1,000,000 combined single limit (Cape Crossing, LLC \$1,000,000; Super Western, Inc \$1,000,000)</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>C Contractor's Pollution Liability</p> <p><i>To be provided by the Developer's subcontractors, UPI LLC and Super Western, Inc.</i></p>	<p>\$1,000,000 per occurrence; \$2,000,000 aggregate (UPI LLC \$2,000,000/\$2,000,000; Super Western, Inc. \$5,000,000)</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability</p>	<p>\$10,000,000 per occurrence for bodily injury, personal injury, and property (Cape Crossing, LLC \$10,000,000)</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>E Worker's Compensation and Employers' Liability</p>	<p>Statutory (Cape Crossing, LLC \$1,000,000)</p> <p><i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i></p>
<p>F. Professional Liability (Errors</p>	<p>\$2,000,000 single limit. (Pinnacle Engineering</p>

& Omissions)	Group, Inc. \$5,000,000)
<i>To be provided by the Developer's subcontractor, Pinnacle Engineering Group, Inc</i>	

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

- 15 The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
- 16 The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236 13(2)(a), 236.13(2)(b), 236 13(2)(c), 236 13(2)(d) and 236 13(2m) of the Wisconsin Statutes
- 18 Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary

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

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





IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by John R. Nelson, Mayor, and Shirley J. Roberts, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF \_\_\_\_\_  
Cape Crossing LLC

By Bryan Lindgren

Title. Managing Member Cape Crossing LLC

Party of the First Part

STATE OF WISCONSIN )  
 )ss.  
WAUKESHA COUNTY )

Personally came before me this \_\_\_\_ (day) of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_ of \_\_\_\_\_ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said \_\_\_\_\_ by its authority.

*or*

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name(s) of person(s)) as \_\_\_\_\_ (type of authority, e g , officer, trustee, etc.) of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
( \_\_\_\_\_ )  
My commission expires. \_\_\_\_\_

CITY OF FRANKLIN

By: \_\_\_\_\_  
Name John R. Nelson  
Title Mayor

COUNTERSIGNED

By \_\_\_\_\_  
Name. Shirley J Roberts  
Title City Clerk

Party of the Second Part

STATE OF WISCONSIN )  
 )ss  
 \_\_\_\_\_ COUNTY )

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

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

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

Form approved:

\_\_\_\_\_  
Jesse A Wesolowski, City Attorney

**INDEX OF EXHIBITS  
TO  
SUBDIVISION DEVELOPMENT AGREEMENT  
FOR  
CAPE CROSSING SUBDIVISION ADDITION NO. 1 (Phase 2)**

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

**EXHIBIT "A"**  
**TO**  
**SUBDIVISION DEVELOPMENT AGREEMENT**  
**FOR**  
**CAPE CROSSING SUBDIVISION ADDITION NO. 1 (Phase 2)**

<b>LEGAL DESCRIPTION OF SUBDIVISION</b>
---

**LEGAL DESCRIPTION of Addition No. 1**

All of Outlot 11 of Cape Crossing, a recorded subdivision, being part of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Containing 1,034,496 square feet (23.7488 acres) of land.



**EXHIBIT "B"**  
**TO**  
**SUBDIVISION DEVELOPMENT AGREEMENT**  
**FOR**  
**CAPE CROSSING SUBDIVISION ADDITION NO. 1 (Phase 2)**

<p>GENERAL DESCRIPTION  OF  REQUIRED SUBDIVISION  IMPROVEMENTS</p>
--

Description of improvements required to be installed to develop the Cape Crossing Subdivision.

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

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

- |    |  |    |
|----|--|----|
| 1  | Grading of all lots and blocks within the Subdivision in conformance with the approved grading plan  | *S |
| 2  | Grading of the streets within the Subdivision in accordance with the established street grades and the City approved street cross-section and specifications.  | *S |
| 3  | Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications.   | *S |
| 4. | Sanitary sewer main and appurtenances in the streets and/or easement in the Subdivision, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Subdivision and drainage area | *S |
| 5  | Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City.  | *S |
| 6  | Water main and fittings in the streets and/or easement in the Subdivision, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area             | *S |

- |     |  |        |
|-----|--|--------|
| 7   | Laterals and appurtenances from water main to the street line, one for each lot, as determined by the City Engineer together with curb stop as specified by the City   | *S     |
| 8   | Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require  | *S     |
| 9   | Paved streets with curb and gutter in the Subdivision to the approved grade and in accordance with the City specifications.  | *S     |
| 10  | Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications   | *S     |
| 11  | Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Subdivision as approved by the City.   | *S     |
| 12  | Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City.   | (N A.) |
| 13  | Street trees   | *C     |
| 14  | Protective fencing adjacent to pedestrian ways, etc  | (N A ) |
| 15  | Engineering, planning and administration services as approved  | *S     |
| 16. | Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and management areas in accordance with the master drainage plan and/or approved system plan. | *S     |
| 17  | Street lighting and appurtenances along the street right-of-way as determined by the City.   | *C     |
| 18  | Street signage in such locations and such size and design as determined by the City  | *C     |
| 19  | Title evidence on all conveyances.   | *S     |

**EXHIBIT "C"**  
**TO**  
**SUBDIVISION DEVELOPMENT AGREEMENT**  
**FOR**  
**CAPE CROSSING SUBDIVISION ADDITION NO. 1 (Phase 2)**

<b>GENERAL SUBDIVISION REQUIREMENTS</b>
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I GENERAL

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

II LOT SIZE AND UNIT SIZE

- A Lots
  - 1 All lots shall be as shown on the final approved plat.
- B Units
  - 1 The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

III. WATER SYSTEM

- A Availability
  - 1 Each and every lot in the Subdivision shall be served by a water main
  - 2 The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer
  - 3 Laterals shall be laid to each and every lot Size shall be approved by the City Engineer
  - 4 Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water
- B Construction

1. All construction shall be in accordance with the specifications of the City.
2. Inspection of the work shall be at the Subdivider's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed

IV. SANITARY SEWER SYSTEM

A. Components

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

B. Availability

1. Each and every building in the Subdivision shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
3.
  - a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Subdivision as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District
  - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Subdivision as described in Section IV B. 3.(a) above, the City is hereby granted the right to install said extensions within the Subdivision at the expense of the Subdivider. All costs for installing sewer systems outside of the boundaries of the Subdivision shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis Stat. § 66.0701 Special assessments by local ordinance, and §207.15. Special assessments, of the Municipal Code

V. STORM DRAINAGE

A. Components

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

B. Endwalls

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

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer
2. The aesthetic design of said structures shall be approved by the Architectural Board
3. The structural design of said structures shall be done by a licensed Engineer or Architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer

2. However, if the Subdivider of the Subdivision will, in the opinion of the City Engineer, cause water problems downstream from the Subdivision which will reasonably require special consideration, the Subdivider shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

VI STREETS

A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.
2. Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Subdivision whenever possible except as noted in Exhibit "E".

B. Names

The names of all streets shall be approved by the City Engineer

C. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office



- 2 All streets shall be constructed with 8” of stonebase and 4” of A/C binder course prior to Subdivision certification. The 2” A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade. Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Subdivider’s contractor prior to the installation of the final lift of asphalt pavement.

All associated costs with this work will be the responsibility of the Subdivider.

- 3 The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Subdivider.

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider until

- a) The plat is recorded; and
- b) The streets have been provisionally approved by the City.

VII EASEMENTS

A Drainage

- 1 All drainage easements dedicated to the public shall be improved as follows:
  - a) Storm sewer or open channel, unless otherwise agreed upon by the Subdivider and the City.
  - b) Side slopes no steeper than 4:1.
  - c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
- 2 Pedestrian Path
  - a) The pedestrian path shall be constructed by the Subdivider in accordance with the plans and specifications approved by the City Engineer.
  - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII PERMITS ISSUED

A Building Permits

1. No building permits shall be issued until:
  - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
  - b) Storm water management facilities have been rough grade certified and approved
  - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed
  - d) The plat has been recorded
  - e) All Subdivision rear lot monuments have been set
2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B Occupancy Permits

1. No temporary occupancy permits shall be issued until.
  - a) Streets have been paved except for the final lift of asphalt.
  - b) The gas, telephone and electrical services have been installed and are in operation.
  - c) The water system is installed, tested and approved.
  - d) The site is stabilized and all storm water management facilities have been re-certified and approved
  - e) All Subdivision front lot monuments have been set.

IX DEED RESTRICTIONS

- A A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.
- B The time of completion of improvements

- 1 The Subdivider shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement.
2. Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Subdivision improvements, a fee equal to two-and-one-fourth percent ( $2\frac{1}{4}\%$ ) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00, a fee equal to one-and-three-fourth percent ( $1\frac{3}{4}\%$ ) of such cost, if the cost is in excess of \$250,000 00, but not in excess of \$500,000 00; and one-and-one-fourth percent ( $1\frac{1}{4}\%$ ) of said cost in excess of \$500,000.00 At the demand of the Subdivider or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Subdivider Evidence of cost shall be in such detail and form as required by the City Engineer

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

**EXHIBIT "D"**  
**TO**  
**SUBDIVISION DEVELOPMENT AGREEMENT**  
**FOR**  
**CAPE CROSSING SUBDIVISION ADDITION NO. 1 (Phase 2)**

**ESTIMATED IMPROVEMENT COSTS**

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

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

DESCRIPTION	COSTS
Erosion Control	\$73,358.00
Sanitary System	\$245,632.00
Water System	\$203,583 00
Storm Sewer System	\$135,417.00
Paving (including sidewalk)	\$289,850.00
Street Trees (0 x \$400/lot)	Not inc., inc in Phase 1 DA
Street Lights (1) @ approximately \$5,000/ea.	\$5,000.00
Street Signs	\$3,000 00
Underground Electric, Gas and Telephone	Not inc
Storm Water Management Grading	\$50,000.00
SUBTOTAL	\$1,005,840 00
Engineering/Consulting Services	Not inc
Municipal Services (7% of Subtotal)	Not inc
Contingency Fund (20% of Subtotal)	\$201,168 00
TOTAL.	\$1,207,008 00

Total One Million Two-Hundred Seven Thousand Eight and 00/100 Dollars

APPROVED BY: \_\_\_\_\_ Date \_\_\_\_\_  
Glen E Morrow, City Engineer

**EXHIBIT "E"**  
**TO**  
**SUBDIVISION DEVELOPMENT AGREEMENT**  
**FOR**  
**CAPE CROSSING SUBDIVISION ADDITION NO. 1 (Phase 2)**

<b>ADDITIONAL SUBDIVISION REQUIREMENTS</b>
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1. The Subdivider agrees that it shall pay to the City of Franklin for one (1) public street light fixtures and poles as provided by WE-Energies. The LED fixtures shall be oval- high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted
2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8 0204A through F of the Unified Development Ordinance.
3. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H 1. through 5. of the Unified Development Ordinance.
4. The Subdivider agrees to pay the City for street trees planted by the City at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer
8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.



- 9 The Subdivider shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing
- 10 The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance
11. The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association
12. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association
- 13 Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.
- 14 Construction Requirements.
  - a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.
  - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way
  - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
  - d) All traffic shall enter the site from Ryan Road
15. The Subdivider shall provide for the connection to the existing Ryan Road and install any necessary curb and gutter and pavement.

**EXHIBIT "F"**  
**TO**  
**SUBDIVISION DEVELOPMENT AGREEMENT**  
**FOR**  
**CAPE CROSSING SUBDIVISION ADDITION NO. 1 (Phase 2)**

<b>CONSTRUCTION SPECIFICATIONS</b>
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The following specifications shall be used for the construction of the various improvements.

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 19, 2024
Reports & Recommendations	Authorization to Bid Electric Service Upgrades at Lions Legend Park, 8030 South Legend Drive, TKN 802 9995 001	ITEM NO. Ald. Dist. 2 A 8.

**BACKGROUND**

Pursuant to Municipal Code section 19-11, Common Council must authorize the solicitation of bids for public construction that exceeds \$25,000.

The Independence Celebration has a chronic lack of electrical supply to meet the needs for the celebration vendors, booths, etc. The Civic Celebrations Commission is aware of the issues and has asked Staff to facilitate a solution to the annual issue.

DPW Staff has spoken with contractors that routinely help DPW with all things electric/lighting related and have determined an estimated cost to correct the issue by upgrading the electric service.

During the 2023 Independence Celebration, Civic Celebrations Commission had to utilize four portable generators to supply sufficient electrical service for the event and spent approximately \$5,000 on fuel for the generators over the course of the event. This is in addition to DPW Staff time needed to assist in set up and removal of the generators.

**ANALYSIS**

The work will include:

- installation of a new 800-amp cabinet near the existing WE Energies service pedestal at the Lions Legend Park Pavilion,
- installation of three new ancillary cabinets (200-amp, 1-phase panel) with receptacles for cord and plug connections and concrete bases,
- Bore (underground) new conduit and wiring between the three ancillary cabinets and main cabinet

**OPTIONS**

- A. Direct Staff to proceed to advertise and bid the electric service upgrades at Lions Legend Park. Note that the bids will return to Common Council for awarding the contract. Or
- B. Refer back to Staff with further direction.

Note that pursuant to Municipal Code section 19-9, Staff will discuss this project at the Board of Public Works meeting April 9, 2024, for recommendation prior to returning to Common Council to award a contract.

**FISCAL NOTE**

The estimated construction cost to complete this work is \$120,000.00

Anticipated Contract Cost	(\$120,000.00)
Anticipated contribution from Civic Celebrations Commission	\$30,000.00
Focus on Energy Rebate	\$37,710.00
(46-0331-5834.9693) Street Light Replacement	\$55,000.00
<b>Total Remaining</b>	<b>\$2,710.00</b>

Approximately \$8,500.00 was paid to WE Energies in 2023 in preparation for the electrical service upgrade.

**RECOMMENDATION**

Authorize Staff to advertise and bid electric service upgrades at Lions Legend Park.

Engineering Department: GEM



# City of Franklin Property Viewer

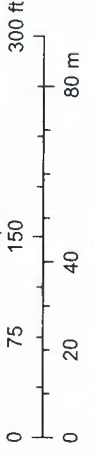


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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/19/2024
REPORTS & RECOMMENDATIONS	Authorize Amendment No. 1 to the Memorandum of Understanding Between the City of Franklin and the Franklin School District to Allow for Colocation of Equipment for the Fiber Optic WAN Project.	ITEM NUMBER M. 9.

**Background**

A Memorandum of Understanding between the Franklin School District and the City of Franklin was signed in February 2023. It permitted the sharing of fiber optic conduit for the construction of the City's WAN and WiscNet Internet connectivity. The agreement stipulated maintenance and repair procedures as well as the sharing of planned and existing conduit by both parties. The requirement for network equipment colocation is not considered in the initial agreement.

**Issues and Recommendations:**

The City of Franklin has been collaborating with TPx for several months to provide a firewall and routing solution that will work with the recently built fiber optic ring. The main objective of the project is to provide a second fiber connection that links all facilities to the WiscNet NAP at the Franklin School District ECC facility, in addition to facilitating secure private intergovernmental WAN communications between City of Franklin offices. This building houses the School District's primary data center. Routers had to be placed in the same data center as the WiscNet fiber patch panel, after the physical architecture and required network equipment were identified.

An amendment was written and the original Memorandum of Understanding was changed. The appendix details the insurance, physical security, connectivity, and physical space requirements for the equipment, as well as the necessity of equipment colocation. Colocation is the practice of storing equipment in the data center of a third party. The "colocation client" is the company that owns the equipment and is requesting remote site floorspace and connectivity. The "colocation host" is the company that owns the data center and is making the space available to others. In current scenario, the City of Franklin is the location "client" requesting access to place City-owned equipment in the School District's data center.

Under the terms of the MOU Amendment, either party may ask the other for colocation services in a reciprocity arrangement. Any electrical adjustments required to convert the floor or wall space into a suitable location for network equipment storage are the client's responsibility. Two Fortinet Fortigate firewalls, a WiscNet Internet router, two Cisco Meraki switches (HA failover), two UPS, and an environmental alerting monitor are all required for the Fiber Optic WAN project. The equipment will be kept in a TrippLite wall-mounted rack that is completely enclosed and locked with a key.

If colocation is not established at the WiscNet fiber's network point of access, the network architecture will need to be significantly altered, changing the ring topology to a hub-and-spoke configuration. This would lead to a decrease in the network's resilience and failover.

**COUNCIL ACTION REQUESTED**

Motion to approve Amendment No. 1 to the Memorandum of Understanding between the City of Franklin and the Franklin School District to allow for colocation of equipment for the Fiber Optic WAN Project.



**AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING  
PARTNERSHIP ON SHARING OF FIBER CONDUIT  
AND TERMINATION PANELS**

This Amendment No. 1 to Memorandum of Understanding (“MOU”) between the City of Franklin (“City”) and Franklin Public Schools (“School District”) outlines an agreement for the sharing of fiber conduit and termination panels.

**WHEREAS**, the board of the School District and the City have determined that it is in the best interests to create a publicly stated Amendment No. 1 to Memorandum of Understanding for the sharing of fiber conduit and termination panels; and

**WHEREAS**, it is recognized that colocation of equipment is necessary at the point of WiscNet Internet distribution at the building located at 8255 W Forest Hill Avenue, Franklin, WI 53132, commencing at the date and time of WiscNet services handoff; and

**WHEREAS**, floorspace and electric services being provided require complete separation and distribution of the IP networks, where separate equipment is connected to the fiber distribution points to create completely independent networks.

**NOW, THEREFORE, IT IS HEREBY AGREED:**

1. The above recital is hereby incorporated and made a part of this MOU.
2. The Scope of Work is as follows:
  - a. To allow network routers, switches, and security devices to connect at the fiber demarcation point. Provide access as a primary or backup network access connection. To offer full network redundancy and failover, it is recommended that equipment be placed as close to the fiber demarcation point as possible.
  - b. Parties agree that floorspace being offered for colocation services does not constitute a lease, sublease, license, or easement. Up to 24 rack units of space, floor space, or wall space will be reserved for colocation services by either party.
  - c. The City agrees with reciprocity, where the School District may deploy equipment in any of its environmentally controlled facilities if needed.
  - d. The Provider shall use reasonable efforts to deliver the space to the Requestor for space within 60 to 90 days from anticipated use.
  - e. The School District will provide the City with 90 days' notice if it intends to make large-scale changes to the data center (e.g., move a wall, add an extension, or significantly change the layout), as this would require changing the racking (either wall-mounted or floor) or the location of the City’s equipment. This notice will allow the City to coordinate activities before any construction.
  - f. The term of this MOU amendment shall be ten years from the date of complete execution.
  - g. Termination of colocation services must be provided 120 days before the closure of a data center. This will allow for sufficient changes to the physical network architecture and the implementation of alternative forms of network access.
  - h. Requestor shall maintain the following insurance coverages during the period when this MOU is in effect:

- i. Worker's compensation within statutory limits, if applicable; and Commercial general liability insurance, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate.
  - ii. The Host shall be named as an additional insured under all policies taken out under this paragraph, proof of which shall be provided to the Host.
  - iii. Requestor will be responsible for providing adequate insurance to cover any of its own organization's equipment
3. This MOU and any disputes arising hereunder shall be governed by the laws of the State of Wisconsin without reference to its conflicts of law principles.
4. The Hosting Party is located where the equipment and network access will reside, and client equipment shall be located.
5. The facility should include the following:
  - a. Space –floor space for standard server or telecommunication racks or wall space to install a side-mounted rack.
  - b. Electrical Power – access will be granted to the electrical panel, where up to two electrical circuits will be dedicated. The Colocation Party ("Client") will be responsible for all costs associated with making the electrical circuits function per electrical code to the Colocation Party's ("Client's") equipment rack. All adjustments needed to continue proper operations for the equipment will be the responsibility of the Colocation Party.
  - c. Air Conditioning – temperate control systems will be in place throughout the entire data center.
  - d. Physical Security – reasonable security and perimeter access controls will be in place for the data center. Only authorized personnel are allowed access to the data center per the security policies of the hosting organization.
  - e. The hosting party shall ensure the collocated equipment is accessible to the Internet.
  - f. The hosting party will provide access to the data center for emergencies within 24-48 hours. All-access to the data center and equipment must be prescheduled within 5-7 business days for anticipated maintenance or alternations.
  - g. A full inventory manifest of all collocated equipment must be provided before installation. The hosting provider has 5-7 business days to review the equipment and address any questions before deployment.
6. The Colocation Party ("Client") is responsible for thoroughly inspecting and guaranteeing the equipment's integrity before deployment. This will reduce the likelihood of needing access to the equipment immediately after deployment.
7. The Client will provide a list of authorized personnel who can request work on the collocated systems.
8. The Client is responsible and accountable for all vendors and contractors working on the on-premise equipment. Client IT personnel must be present whenever vendors are working on the equipment. All vendors and Client personnel must follow Host visitor processes when on the Host site.
9. The Client will provide racking equipment that contains air circulation fans and is fully locked from both the front and sides. Access to the rack is not possible without a physical key.



10. The Client will provide all conduits, cable ladders, and cable management guides for cabling between the rack and patch panels.
11. The Client will provide two rack-mounted UPS for all located equipment. The UPS must contain SNMP/Web management cards to report its running condition. The UPS must contain an LCD front display panel indicating the current run status of the UPS.
12. The Client will create independent IP networks that do not rely on the Hosting Provider's network or security perimeter equipment. An outage on behalf of the Client will not impact the equipment of the Hosting Provider.
13. The Client will provide an environmental monitoring system, indicating the rack's current temperature status, humidity, and physical security access state. The Client is responsible for monitoring the environmental state of the rack at all times.
14. The Client shall abide by all guidelines, policies, rules, standards, and procedures regarding the data centers' safety, security, operations, and facilities.
15. The Client is fully responsible for all equipment and its operational state. The Hosting Provider will not access or change the equipment upon the Client's request.
16. The Client shall be responsible for insuring all equipment at the colocation site, including but not limited to fire, theft, and liability insurance.
17. The Colocation Party shall be held free from any liabilities and agrees to indemnify the Hosting Provider, its affiliates, officers, employees, agents, and representatives from any damages, costs, expenses, claims, and liabilities of any kind or nature resulting from negligence, fault, or breach by the Client or its affiliates, officers, employees, agents, and representatives under this agreement.

**CONTROLLING TERMS AND PROVISIONS**

The terms above and provisions shall control any conflicting term or provision of the Memorandum of Understanding between the Parties dated February 9, 2023. Except as amended herein, the City and School District hereby represent and warrant that the Memorandum of Understanding remains in full force and effect and is hereby reaffirmed and ratified by both the City and School District and that the terms and provisions of the Memorandum of Understanding not in conflict herewith, and as they otherwise apply to the provision of services under the Memorandum of Understanding, shall apply to the work services to be provided by the Parties hereunder.

**WITNESSING THIS**, the Common Council of the City of Franklin and the Board of Education of Franklin Public Schools have authorized this MOU to be signed by their appropriate officers.

Date: \_\_\_\_\_  
City of Franklin

Date: \_\_\_\_\_  
Franklin Public Schools

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

By: \_\_\_\_\_  
Mike Spragg, School Board President

Attest: \_\_\_\_\_  
Shirley J. Roberts, City Clerk

**MEMORANDUM OF UNDERSTANDING  
(MOU)**

Dated: 2/9/2023

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the City of Franklin ("CITY"), and the Franklin School District ("SCHOOL DISTRICT"), hereinafter referred to as a "Party" or "Parties."

**BACKGROUND:**

The SCHOOL DISTRICT created and utilized its own fiber network using WiscNet as the SCHOOL DISTRICT'S Internet Service Provider since 2008. The CITY is currently in the process of constructing its own fiber network across the City of Franklin to serve all City operations and facilities. It has been determined that there are certain portions of each Parties' infrastructure that should be shared with the other Party to substantially benefit both Parties and provide considerable costs savings to both the CITY and the SCHOOL DISTRICT and ensure the most efficient network connection through the shared infrastructure (hereinafter "Network").

Initially, the SCHOOL DISTRICT will allow the CITY to connect to its fiber infrastructure to enable the CITY to establish its own WiscNet Connection. The SCHOOL DISTRICT shall not be providing the CITY with fiber internet or infrastructure, other than access to the fiber optic conduit and handholes, as specified herein.

In the future, as needed for potential new school(s) and SCHOOL DISTRICT facilities, the CITY will allow the SCHOOL DISTRICT to connect to the CITY'S infrastructure to enable the SCHOOL DISTRICT to have service at the new schools with minimal fiber buildout at that time.

In addition, the shared services will serve the Parties in providing desired redundancies.

**PURPOSE:**

The purpose of this MOU is to develop a mutually beneficial agreement between the Parties for the common goal of delivering high-speed internet speeds, currently 10 gigabit per second, to their respective institutions and for interoperability connections between all entities involved through the use and maintenance of a shared fiber optic infrastructure ("Infrastructure")

1) Infrastructure

- a) During the term of this MOU, the CITY shall be allowed to connect its own fiber-optic cables to SCHOOL DISTRICT owned infrastructure (handholes/conduit), and the SCHOOL DISTRICT shall be allowed to connect its own fiber-optic cables to CITY owned infrastructure (handholes/conduit). Further, both Parties shall be given the non-exclusive use of the other Party's fiber optic conduit, as defined herein.

The CITY will be responsible, at its sole expense, for the construction and maintenance of fiber-optic cables as outlined in **Exhibit A**, illustrated with blue and pink dashed lines, including all costs of acquiring right-of-way, licenses, permits, and all costs of connection to the Infrastructure. The SCHOOL DISTRICT

agrees to allow the CITY to access and utilize duct space within the SCHOOL DISTRICT'S existing duct for the CITY fiber installation, illustrated with a green dashed line on **Exhibit A** The installation, connection, and maintenance of the CITY'S cables to the handholes near Schlueter Parkway & W Drexel Avenue, and S 51<sup>st</sup> Street and W Puetz Road shall be at the CITY'S sole expense

The CITY shall allow the SCHOOL DISTRICT to access and utilize duct space within the CITY'S existing duct for the SCHOOL DISTRICT fiber installation for new a school(s) and SCHOOL DISTRICT facilities, illustrated with a pink dashed line on **Exhibit A** The installation, connection, and maintenance of the SCHOOL DISTRICT'S cables to the handholes on Ryan Road, West of the CITY DPW Facility heading west on 76<sup>th</sup> Street to the future schools shall be at the SCHOOL DISTRICT'S sole expense

The SCHOOL DISTRICT and CITY each agree to make the necessary reasonable changes in their respective Infrastructure to allow the other Party's approved connections to be functional.

For future connections and adjustments, the SCHOOL DISTRICT and CITY, separately, and respectively, and as set forth above, will be responsible, at the Party's own respective sole expense, for the construction and maintenance of fiber-optic cable laterals including all costs of acquiring right-of-way, licenses, permits, and costs of the approved connection Each Party will notify the other Party of future needs, requesting consideration of approval from the other Party, and neither Party shall withhold consent to reasonable access requests

During the term of this MOU, the SCHOOL DISTRICT shall allow access of its fiber optic conduit for use by the CITY, as illustrated with a green dashed line in Exhibit A, and the CITY shall allow access of its fiber optic conduit for use by the SCHOOL DISTRICT, as illustrated with a pink dashed line in **Exhibit A** The Parties agree that only the minimum necessary connections as set forth above, to enter the other entities' system, will be maintained so that the duct space is not compromised and the duct does not become unnecessarily occupied

## 2) MAINTENANCE

- a Each Party shall be responsible for the performance and cost(s) of the entity's own maintenance, repair, and updates to their respective infrastructure, including but not limited to locating, engineering assistance, break-fix charges, relocation costs, enhancements and dedicated fiber optic expansion The Parties agree that they shall perform such maintenance, repair, and updates as reasonably necessary, and in a reasonable manner and time frame, for the efficient operation of the Network The owner of the duct outlined in **Exhibit A** shall be responsible for maintenance thereof

## 3) TERM OF AGREEMENT and MEETINGS

- a This MOU will be effective as of the date of the last Party's signature to this MOU, and shall remain in effect for twenty-five (25) years from the date of the last signature ("Term")

- b At least thirty-six (36) months prior to the expiration of the initial Term of this MOU the Parties shall meet to review renewal options
- c Annual meetings are to be conducted between the Parties on a mutually agreed upon date, or more frequently if determined necessary by the Parties. The purpose of the meetings will be to review items such as bandwidth speeds and necessary upgrades to the Network or infrastructure, as well as to discuss any other matters related to the purpose of the MOU that the Parties wish to address

#### 4) TERMINATION OF MOU

- a Either Party may, after twenty-five (25) years from the effective date of this MOU, opt to terminate this MOU for any reason upon thirty-six (36) months written notice to the other Party
- b In the event either Party should (i) neglect, refuse, or fail to perform under the material provisions of this MOU, or (ii) disregard applicable laws, or (iii) violate any material provision of this MOU, the other Party may at any time upon thirty-six (36) months written notice to the offending Party, without prejudice to any other right or remedy which it may have for damages resulting therefrom, treat the same as a material breach of this MOU and terminate this MOU. Nothing herein shall be construed as limiting or otherwise modifying a Party's right to pursue specific performance of any obligation set forth in this MOU
- c In the event a Party opts to terminate this MOU, the remaining Party reserves the right to utilize the fiber assets and any other necessary components of the Network/Infrastructure that have been relied upon for connectivity until the date of termination of this MOU (i.e., at least thirty-six (36) months from the date of written notice of termination). The purpose of this requirement is to enable the remaining Party to coordinate an acceptable replacement and connectivity solution without disruption
- d Upon the date of termination, the terminating Party will no longer be able to utilize assets contributed to the Network or infrastructure by the remaining Party

#### 5) REPRESENTATIONS AND WARRANTIES

- a Each Party shall
  - maintain its status as a government entity or Non-Profit Organization,
  - maintain WiscNet membership for ISP connectivity, and
  - pay all individual WiscNet fees for ISP connectivity

#### 6) UNPLANNED OUTAGES

- a Unplanned outages may occur from time to time due to various circumstances and will be repaired as soon as reasonably possible by the Party responsible for the outage or the portion of the Network causing the outage. No Party shall be held liable, financially or otherwise, to the other Party for any unplanned outages that may occur, unless such outages are the result of a Party's negligence or willful conduct. It is in the best interest of both Parties to maintain maximum uptime for the Networks and connections. Repairs shall be completed as soon as reasonably possible with the

expectation that most repairs will be completed within twenty-four (24) hours of written notice that the outage has occurred

7) PLANNED OUTAGES

- a A Party planning an outage or potential outage that would affect connectivity of the other Party shall provide thirty (30) days' prior notice via email to the other Party when possible, but in the event of emergent need, such email notice shall be provided not less than sixty (60) hours prior to the planned outage This includes but is not limited to, equipment upgrades, equipment maintenance, fiber optic network upgrades, and fiber optic network maintenance
- b Planned outages must be coordinated for a specific time and date, preferably after normal business hours No planned outage may occur without the Party providing email notice under Section 7)a and receiving acknowledgement and confirmation from the other Party that such notice has been delivered, which the other Party shall provide upon receipt The notice requirements under Section 8)b shall not apply to notices required under this section

8) CONTACTS and NOTICES

- a Each Party shall provide at least two (2) contacts who will serve as "all hours" contacts for the Network/infrastructure Contact information including names, phone numbers and email addresses shall be kept current and provided to the other Party. In the event a contact changes, the Party shall provide the information of the new contact to the other Party via email
- b Unless otherwise provided in this MOU, all notices, demands, requests, consents, approvals, or other instruments required or permitted to be given by any Party pursuant to this MOU shall be in writing and shall be deemed to have been properly given if sent by commercial courier or certified mail, postage prepaid, with return receipt requested, to the other Party at its address for notices Any notices, demands, requests, consents, approvals, or other instruments sent to any Party under this Section 8)b., shall also be given via email as a courtesy, but any failure to do so shall not deem such instruments to have not been served correctly if otherwise properly sent under this Section 8)b The addresses for notice shall be as follows

Franklin School District  
Assistant Superintendent for Business and Operations  
8255 W Forest Hill Avenue, Franklin, WI 53132

City of Franklin  
Director of Administration  
9229 W Loomis Road, Franklin, WI 53132

Notice shall be deemed given two (2) business days after mailing or sent by commercial courier The addresses for notices may be changed by the Parties from time to time by delivery of written notice to the other Party

9) STANDARD TERMS and CONDITIONS

- a Each Party represents and warrants the use by its employees, officers, agents, and end users of the Network and any internet access device shall comply with all



applicable laws, ordinances, rules, regulations and restrictions, including without limitation those related to privacy and electronic communications. Each Party agrees to cooperate with the other in complying with any requirements applicable to their respective rights and obligations under this MOU that are imposed by any governmental agency, regulatory agency, or authority. Any non-compliant Party shall meet with the other Party at a special meeting to discuss and attempt remedying the non-compliance. A non-compliant Party shall lose connectivity to joint assets and benefits if compliance is not achieved within a reasonable time period. Nothing in this paragraph shall prevent either Party from exercising its right to terminate for breach under Section 4) of this MOU.

- b. Each Party ("Indemnifying Party" for purposes of this paragraph) releases and agrees to indemnify, defend, and hold harmless the other Party, including the other's employees, officers, governing bodies and members thereof, and agents, from and against any claim against the other Party directly resulting from or in connection with
  - I. any injury, loss or damage to any person, tangible property or facilities of any third party including reasonable attorneys' fees and costs to the extent the same arise out of or result from (1) the negligent acts or omissions of the Indemnifying Party, and/or (2) a material breach of this MOU by the Indemnifying Party, and/or
  - II. any claims, liabilities or damages directly arising out of any violation of the Indemnifying Party of any regulation, rule, statute or order of any local, state or federal governmental agency, court or other governing authority in connection with the performance of the Indemnifying Party's obligations under this MOU
  - III. The Parties agree to promptly provide each other with written notice of any lawsuit, judicial, administrative or other dispute resolution action or proceeding or claim of which it becomes aware and which may result in an indemnification obligation of the other Party under this MOU
- c. Nothing contained in this MOU is intended to be a waiver or estoppel of the Parties or their insurers to rely upon the limitations, defenses, and immunities contained in Wisconsin law, including, without limitation, within Wisconsin Statutes Section 893.80 (as may be amended and updated from time to time). To the extent that indemnification is available and enforceable, the Parties or their insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by law. Under no circumstances shall a Party be required to indemnify the other Party for the other Party's own negligence or intentional conduct.
- d. Each Party shall, during the term of this MOU, procure and maintain general liability insurance coverage, at its own cost, in amounts commercially and reasonably adequate to cover liability for damages arising out of the Parties' respective use, repair and maintenance of the Network. If requested, either Party shall promptly provide the other with copies of certificates of insurance and policy endorsements. Each such policy shall name the other Party as additional insureds under said policy on a primary and noncontributory basis. The policy shall also provide for waiver of subrogation and a thirty (30) day notice of cancellation.

10) MISCELLANEOUS.

- a If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this MOU shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law
- b This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other representations, warranties, or agreements except as herein provided.
- c This MOU may be executed in one or more counterparts, each of which shall be deemed an original
- d The terms and conditions of this MOU shall be binding upon and benefit the Parties hereto and their respective successors
- e Nothing in this MOU shall be construed as creating a joint venture or partnership between the Parties.
- f The Parties may not assign this MOU or any rights, interest or obligations herein Neither Party may permit the use of the Network or infrastructure by another person or entity without the prior written consent of the other Party
- g Any failure by either Party to insist upon the performance of any provision of this MOU shall not constitute a waiver of any rights under the MOU or future performance of that provision
- h This MOU shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin Any legal action regarding the terms of this MOU shall be brought and maintained in the Circuit Court for Milwaukee County, Wisconsin.
- i This MOU may be modified, changed, altered or amended only by express, written agreement between the Parties
- j The persons signing on behalf of each Party hereby warrant and represent that they have authority to execute this MOU on behalf of the Party for whom they have signed

FRANKLIN SCHOOL DISTRICT

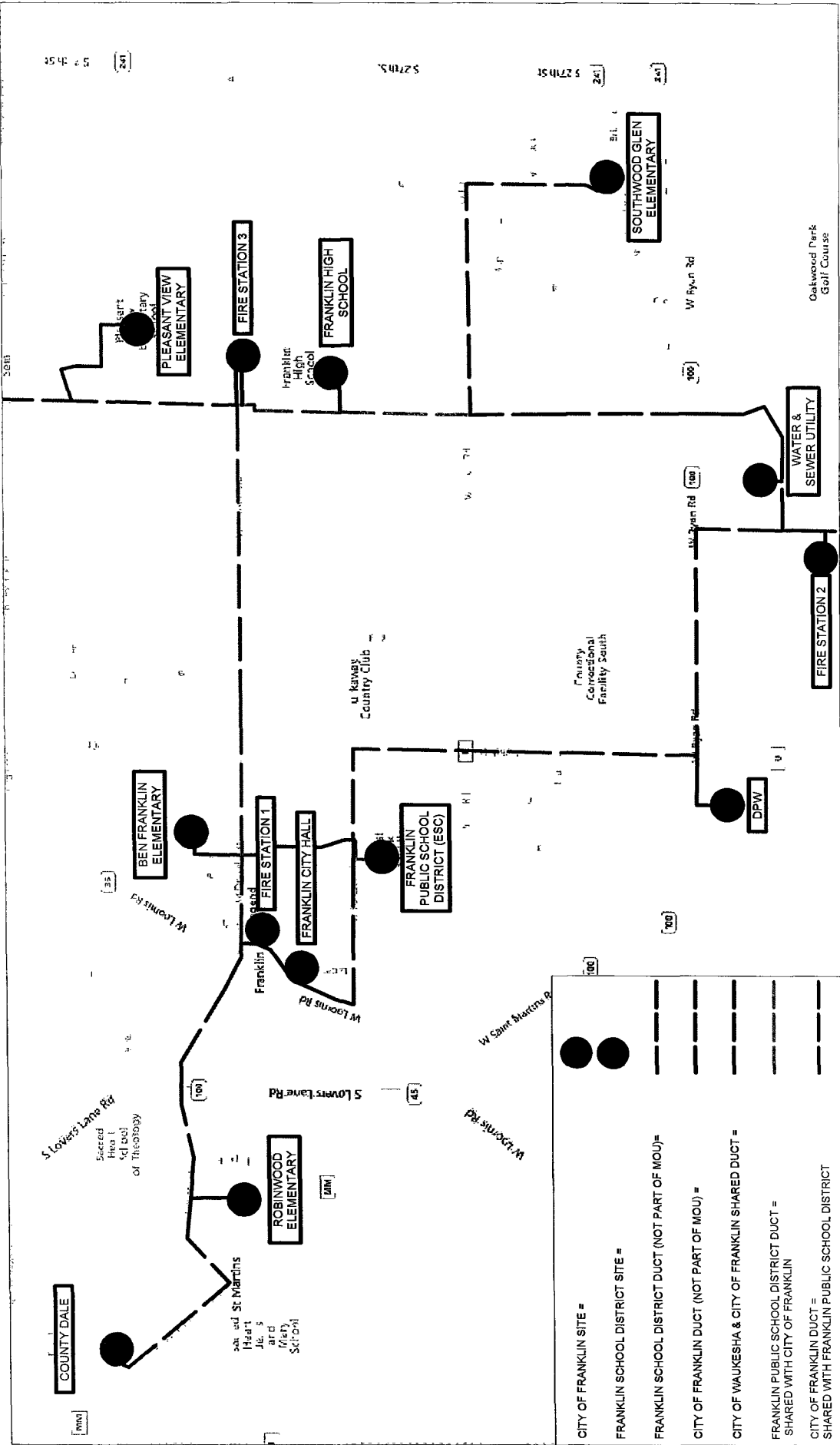
Signature Andrew Chroy Date 2/9/23  
Name/Position ANDREW CHROY, Asst Supt of Business & Operations

CITY OF FRANKLIN

Signature Stephen R Olson Date 2/9/23  
Name/Position Stephen R Olson, Mayor

Signature Karen L Kastenson Date 2/9/23  
Name/Position Karen L Kastenson, City Clerk

Signature Thomas S Bakalarski Date 2/9/23  
Name/Position Thomas S Bakalarski, Interim Comptroller and Treasurer



- CITY OF FRANKLIN SITE =
- FRANKLIN SCHOOL DISTRICT SITE =
- FRANKLIN SCHOOL DISTRICT DUCT (NOT PART OF MOU) =
- CITY OF FRANKLIN DUCT (NOT PART OF MOU) =
- CITY OF WAUKESHA & CITY OF FRANKLIN SHARED DUCT =
- FRANKLIN PUBLIC SCHOOL DISTRICT DUCT = SHARED WITH CITY OF FRANKLIN
- CITY OF FRANKLIN DUCT = SHARED WITH FRANKLIN PUBLIC SCHOOL DISTRICT

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>March 19, 2024</b>
Reports and Recommendations	<b>Motion to approve the Director of Health and Human Services to purchase immunization program equipment.</b>	ITEM NUMBER <i>M. 10.</i>

**Background:** The Franklin Health Department (FHD) currently utilizes refrigeration and freezer units for COVID 19 and other vaccines as part of the FHD Immunization program and service delivery. The FHD's existing equipment is growing in age and with that brings data monitored concerns for the equipment's shortening lifespan and reliability. For that reason, updated equipment is critical to prevent temperature excursions and safety of products.

**Analysis:** In order to determine the best possible units for the department, multiple assessments were made which included that of potential manufacturers, space and layout of vaccine room, as well as discussion with public health nursing and immunization program staff from other regional health departments regarding efficiency, safety, and best practice. After determining the ideal units, a price and product sizing analysis was done to determine which manufacturers would meet FHD needs. The FHD contacted the regional Public Health Nurse Network for potential manufacturers and six manufacturers were identified. After review of all available information, the selection was determined based on product detail and pricing.

Vaccine Refrigerator (2): \$8,810 total  
Vaccine Freezer (1): \$1,261 total  
Total cost including units, shipping, and removal: \$12,332

**Fiscal Note:** The Franklin Health Department received an Immunization Grant Award with funds which will cover the cost of this equipment invoice.

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services recommends a motion to approve the purchase of immunization program equipment.





**Quotation #** DAIQ34281-02

**Date:** 03/11/24  
**Expiration Date:** 5/10/2024

**Quote To:**  
 City of Franklin  
 Amy Kremski  
 Phone. 414-424-7533  
 Email: akremski@franklinwi.gov

**Local Sales Rep:**  
 Connor Theis  
 847-431-4860  
 connor.theis@daiscientific.com

**MAKE ORDER OUT TO:**

**D.A.I. SCIENTIFIC EQUIPMENT**  
 25677 HILLVIEW CT  
 MUNDELEIN, IL 60060  
 Phone: 800-816-8388 FAX: 847-719-6221  
 Email: customerservice@daiscientific.com

**We are pleased to quote the following:**

Part Number	Description	Qty	Unit Price	Ext. Price
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**PH-DAI-HC-16G**

- Plus Series Pharmacy/Vaccine Glass Door Refrigerator
- \* Unit comes with environmentally friendly, natural hydrocarbon (HC) refrigerants.
  - \* 16 Cu. Ft. capacity
  - \* One swing glass door, right hinged
  - \* Microprocessor Temperature Controller with digital temperature display
  - \* Visual and audible alarms with remote alarm contacts
  - \* Adjustable operating temperature range: 2° - 8°C
  - \* Five total shelves (3 adjustable, plus 2 additional)
  - \* Keyed door lock
  - \* LED interior lights
  - \* Probe access port (3/8")
  - \* Vaccine storage power cord warning label
  - \* Pharmacy refrigerator toolkit and temperature logs
  - \* Two year parts and labor warranty, plus an additional three year compressor parts warranty
  - \* Exterior dimensions. 25" W x 29 3/4" D x 79" H with casters, (75 1/2" without casters)

25677 Hillview Court, Mundelein, IL 60060  
 800-816-8388 847-719-6220 847-719-6221 fax  
 Email: customerservice@daiscientific.com  
[www.daiscientific.com](http://www.daiscientific.com)

Part Number

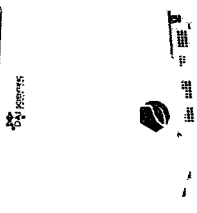
Description

Qty

Unit Price

Ext. Price

- \* 115V, 60 Hz, 3 Amps, 1/5 HP
- \* UL/C-UL listed



**PH-DAI-HC-UCBI-0420**

Plus Series Pharmacy/Vaccine Undercounter Freezer - Front Vent/Built In  
 \* Unit comes with environmentally friendly, natural hydrocarbon (HC) refrigerants  
 \* Manual defrost freezer  
 \* Front ventilation allows hot compressor air to vent out the front (under the door).  
 This allows the unit to be placed in a tight area.

- \* 4.2 Cu. Ft. capacity
- \* One solid swing door, right hinged
- \* Microprocessor Temperature Controller with digital temperature display
- \* Visual and audible alarms with remote alarm contacts
- \* Adjustable operating temperature range: -15°C – -25°C
- \* Two fixed shelves
- \* Keyed door lock
- \* Leveling legs
- \* Pharmacy refrigerator/freezer toolkit and temperature logs
- \* Vaccine storage power cord warning label
- \* Two year parts and labor warranty, plus an additional three year compressor parts warranty
- \* Pyxis®, Omnicell® and AcuDose RX® compatible
- \* Exterior dimensions 23 3/4" W x 24 1/2" D x 33 3/8" H
- \* 115V, 60 Hz, 1.5 Amps, 1/8 HP
- \* UL/C-UL listed

1

\$1,261.00

\$1,261.00

**FREIGHT TO DOCK & INSIDE/WHITE GLOVE DELIVERY & REMOVAL OF  
 OLD EQUIPMENT BY SMOOTH MOVES**

1

\$2,261.00

25677 Hillview Court, Mundelein, IL 60060  
 800-816-8388 847-719-6220 847-719-6221 fax  
 Email: [customerservice@daiscientific.com](mailto:customerservice@daiscientific.com)  
[www.daiscientific.com](http://www.daiscientific.com)

**Part Number** **Description** **Qty** **Unit Price** **Ext. Price**  
**Terms** **Net 30** **FOB:** **Factory PP & Add**

If purchase will be exempt from state tax at the ship to address please include a copy of the state exempt certificate with purchase order. PLEASE NOTE: Freight charges, lift gate charges, "In-Room" charges, installation, or tax are not included in this quotation unless noted above.

**Total** **\$12,332.00**

We have the following payment options:

1. Net 30 day terms based on credit application
2. Credit card
3. Financing with CIT Bank. This way you can purchase your equipment today without impacting your cash flow. Flexible terms (12-60 months). Find the monthly payment that works for your business. Click on this link and apply online in 3 minutes: <https://daiscientific.directcapital.com>

25677 Hillview Court, Mundelein, IL 60060  
800-816-8388 847-719-6220 847-719-6221 fax  
Email [customerservice@daiscientific.com](mailto:customerservice@daiscientific.com)  
[www.daiscientific.com](http://www.daiscientific.com)

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 3/19/2024
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Presentation by Communities of Crocus</b>	<b>ITEM NUMBER</b> M. 11.
<p><b>Background</b> The founders of Communities of Crocus (COC), Amy Hansel and Emily Peters, are both parents of children with autism and Down syndrome. They are determined to create a space in Wisconsin where their children and others with similar disabilities will be supported and able to reach their fullest potential within a natural environment.</p> <p><b>Our Mission</b> Create supportive homes of choice for adults with autism and similar intellectual and developmental disabilities (IDDs) that give them a sense of pride, accomplishment, and dignity through providing services and housing within a natural environment.</p> <p><b>Our Vision</b> Provide independent apartments and community homes within a supportive wraparound neighborhood where adults with autism and others with similar intellectual and developmental disabilities have purpose through living and engaging with others.</p> <p><b>Why a Crocus Flower?</b> The Crocus flower symbolizes rebirth and a never-ending cycle of life. It signifies the arrival of spring, the promise of new beginnings and exciting new events.</p> <p>The Communities of Crocus symbolize Hope, Life, and Choice. The end of loneliness and the beginning of togetherness, a transition from living in a community to being a part of one. A place to engage and connect, participate and support, grow and flourish, and live uninhibited and free.</p> <p>The Purple Crocus stands for PRIDE / SUCCESS / DIGNITY.</p> <p>For more information, please visit us at <a href="http://www.communitiesofcrocus.org">www.communitiesofcrocus.org</a>.</p> <p><b>RECOMMENDATIONS</b> Place on file.</p>		

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 3-19-24
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Request Common Council authorization to allow the Fire Department to solicit competitive bids for the installation of replacement of source-capture vehicle exhaust systems at all three fire stations.</b>	<b>ITEM NUMBER</b> M.10.

On September 20, 2022 the Council authorized the fire department to accept a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) to replace the aging diesel exhaust source-capture systems at the city's three fire stations. These systems are specifically designed to attach to fire apparatus and remove toxic diesel exhaust particulates from the interior of the fire stations.

The system specifications and bid documents have been completed and reviewed by the City Attorney and staff (attached).

The fire department is requesting authorization to solicit competitive bids for the installation of new source capture vehicle exhaust systems with the bidding and procurement process in compliance with all requirements defined in state statutes and municipal codes and ordinances.

**COUNCIL ACTION REQUESTED**

**Motion to approve Fire Department authorization to solicit competitive bids for the installation of replacement source-capture vehicle exhaust systems at all three fire stations in accordance and compliance with all applicable state and local statutes and ordinances.**

**CONTRACT DOCUMENTS**  
**FOR**  
**CITY OF FRANKLIN FIRE DEPARTMENT**  
**SOURCE CAPTURE EXHAUST SYSTEM REPLACEMENT PROJECT**

**MARCH 2024**

**ADVERTISEMENT FOR BIDS  
CITY OF FRANKLIN FIRE DEPARTMENT  
SOURCE CAPTURE EXHAUST SYSTEM REPLACEMENT PROJECT**

NOTICE IS HEREBY GIVEN that bids for the installation of replacement source capture vehicle exhaust systems at the three (3) City of Franklin, WI fire stations will be received online at Quest CDN. This project will include the design, manufacture and installation of a turn key, rail-based vehicle exhaust extraction system which allows fire department vehicles with under carriage exhaust to be connected with magnetic nozzle connections. Additional project components include the mechanical installation of associated hardware including exhaust fans, control panels, low voltage control sensors, electrical line voltage wiring and the removal and disposal of all components of currently installed systems. This project is funded through a Department of Homeland Security Assistance to Firefighters Grant.

**Important Dates:**

Release of Documents – **March 27, 2024**

Last Day for Questions and Site Visits – **April 18, 2024**

Bids Due – **April 25, 2024 @ 10:00AM CST**

Anticipated Award Date – **May 7, 2024**

Project Completion – **August 30, 2024**

Questions for this project can be directed to Chief James Mayer (414) 425-1420 or [jmayer@franklinwi.gov](mailto:jmayer@franklinwi.gov)

Bids will be received online at QuestCDN until 10 00 AM. CST on April 25, 2024, at which time all bids will be publicly opened and total base bids read aloud in the Common Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132. Because scoring of project technical specifications will be required, the final award will not be announced at the bid opening.

Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital documents for \$22 00 by inputting Quest project number XXXXXX on the website's projects search page. Please contact QuestCDN Customer Support at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com), for assistance in membership registration, downloading and working with digital project information. A certified check or bid bond, payable without condition to the City of Franklin in an amount not less than five percent (5%) of the bid, shall be submitted with each bid as a guarantee that if the bid is accepted, a proper contract and bond as surety will be executed and filed within ten (10) days after the acceptance of the bid. If such bidder fails to execute and file such contract and bond, the amount of the check or bid bond shall be forfeited as liquidated damages. Bidders must use Surety2000 service online or submit certified checks or bid bonds online through QuestCDN. If submitting certified checks or bid bonds online through QuestCDN, the certified checks or bid bonds must also be delivered to the City Clerk prior to opening bids. No other method of providing surety is permitted.

No bid shall be withdrawn after the opening of bids without the consent of the City of Franklin for a period of ninety (90) days after the time of opening of bids. Each bidder agrees upon submission of bid that if the same be accepted within said time period, the bidder shall be bound by the terms of acceptance hereinafter contained.

Bids shall include the furnishing and installation of all labor, materials, equipment, tools, supplies, etc., for complete performance of the work as described.

All bids must be prepared as described in the Instructions to Bidders. To submit an online bid, which is required for this project, you must download the project bid document file from QuestCDN which will add you to the plan holders list and gain you access to Online Bidding. Electronic bids must be submitted on Quest vBid [www.questcdn.com](http://www.questcdn.com) for a non-refundable fee of \$64.00 (\$22.00 download fee, \$42 00 online bid fee).

Plans and specifications for this project were prepared by City of Franklin Fire Department staff and approved by the Director of Administration, City of Franklin, Wisconsin. Published by authority of the Common Council of the City of Franklin, Wisconsin.

Shirley J Roberts, City Clerk

**INSTRUCTIONS TO BIDDERS**  
**2024 CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE**  
**VEHICLE EXHAUST SYSTEMS REPLACEMENT**

- 1) Description of Project: The City of Franklin, WI Fire Department is seeking proposals from qualified vendors and/or manufacturers to supply and install a turn-key direct source capture exhaust system in each of its three fire stations. These systems will be replacing existing systems that have been in use for over 15 years. This project is funded through a FY2021 Department of Homeland Security Assistance to Firefighters Grant for \$234,700. Specifications and all contract documents are provided herein. Bidders shall provide a detailed proposal with all required sections as specified. Any exceptions to the specifications presented herein must be clearly described on the exception page(s), otherwise, it will be considered that all systems offered will be in strict compliance with these specifications. Systems that fail to meet the minimum specifications will not be considered and/or accepted.

The existing source capture vehicle exhaust systems will be replaced at following locations:

- Fire Station 1 – 8901 W Drexel Avenue
- Fire Station 2 – 9911 S. 60<sup>th</sup> Street
- Fire Station 3 – 4755 W Drexel Avenue

**Important Dates:**

Release of Documents – **March 27, 2024**

Last Day for Questions and Site Visits – **April 18, 2024**

Bids Due – **April 25, 2024 @ 10:00AM CST**

Anticipated Award Date – **May 7, 2024**

Project Completion – **August 30, 2024**

Questions for this project can be directed to.

Chief James Mayer  
City of Franklin Fire Department  
jmayer@franklinwi.gov  
414-425-1420

- 2) Preparation of Proposal. Bids will be received online at QuestCDN until 10:00 a.m. CST on April 25, 2024, at which time all bids will be publicly opened and total base bids read aloud in the Common Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132. Because scoring of project technical specifications will be required, the final award will not be announced at the bid opening.

Complete digital project bidding documents are available at [www.franklinwi.gov](http://www.franklinwi.gov) and/or [www.questcdn.com](http://www.questcdn.com). You may download the digital documents for \$22.00 by inputting Quest project number XXXXXX on the website's projects search page. Please contact QuestCDN Customer Support at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com), for assistance in membership registration, downloading and working with digital project information. No bid will be accepted which does not contain an adequate or reasonable price for each and every item named in the bidding schedule on the contract bid upon.

- 3) Bid Security. No proposal will be considered unless accompanied by a certified check, bank draft, or bid bond as defined in the Advertisement for Bids, payable to the Owner, as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and performance and payment bonds within the (10) days from the date of the award of the contract. On failure of the successful bidder to execute the contract and required bonds, he shall forfeit the deposit as agreed liquidated damages, and the acceptance of the proposal will be contingent upon the bidder agreeing to the provision. Bidders must use Surety2000 service online or submit certified checks or bid bonds online through QuestCDN. **If submitting certified checks or bid bonds online**

**through QuestCDN, the certified checks or bid bonds must also be delivered to the City Clerk prior to opening bids. No other method of providing surety is permitted.**

The bid security of the three (3) lowest formal bidders for each contract will be held until the contract is executed and approved and then returned to the bidders. The balance of the bid securities submitted will be returned within ten (10) days after the opening of bids.

4) Prequalification Data:

The bidder shall submit a statement with a bid that demonstrates the business has been in operation performing similar projects in excess of 10 years. Bidders shall also submit owner references for a minimum of three similar projects.

Other relevant information – Bidder may present other information as desired. Include a list of subcontractors being used if applicable.

Any bidder may be required by the Owner to submit additional data to satisfy the Owner that such bidder is responsive, responsible, and prepared to fulfill the contract if it is awarded to him.

5) Examination of Site and Specifications

- (a) Bidder shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the work to be performed.

The contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the contractor did not disclose prior to bidding. The successful contractor must employ, as far as possible, such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractors.

- (b) The bidder is expected to base the bid on materials and equipment complying fully with the contract drawings and specifications, and in the event bidder names or includes in the bid materials or equipment which do not conform, bidder will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in the contract price.
- (c) Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer, as to the correctness of any quantities listed in the proposal and shall not, after submission of their proposal, dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- (d) Before submitting a proposal, each contractor should read the complete contract document including Advertisement, Instructions to Bidders, General Conditions, Special Conditions, the Form of Contract and the Specifications, all of which contain provisions applicable not only to the successful bidder but also to any of its subcontractors.

- 6) Interpretation of Proposed Contract Documents: If any person contemplating submitting a bid for any contract on this project is in doubt as to the true meaning of any part of the contract drawings, specifications or other sections of the contract document, that person may submit to the Owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the contract document or contract drawings will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents or contract drawings.

7) Bidding Requirements:

- (a) If the work included in the proposal covers general construction, and if the proposal forms include alternates, each bidder must bid on each alternate. This is not required if the proposal forms cover furnishing of equipment, and a bidder is unable to quote an alternate.

(b) Each bidder shall submit only one bid.

(c) Each bidder must submit with his proposal special data, if any, in respect to items of equipment, alternates, or other items which any section of the contract document requires to be submitted with each proposal

- 8) Approximate Quantities: In cases where any part of all of the bidding is to be received on a unit price basis, the quantities stated in the proposal will not be used in establishing final payment due the successful contractor. The quantities stated on which unit prices are so invited are approximate only, and each bidder shall make his own estimate from the contract drawings of the quantities required on each item and calculate his unit price bid of each item accordingly. Bids will be compared on the basis of number of units stated in the Bidding Schedule. Such estimate quantities, while made from the best information available, are approximate only. Payment on the contract will be based on actual number of units installed on the completed work.
- 9) Conditions in Contractor's Proposal. A bidder shall not stipulate in the proposal any conditions not contained in the form of proposal contained in the contract document
- 10) Standard Manufacturer: Wherever the terms "standard", "recognized", or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the Owner that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances, and that the performance of such materials, equipment or supplies has been satisfactory. Manufacturers who have been engaged in the business of manufacturing said materials, equipment or supplies for a period of over twelve months prior to the date fixed for opening bids shall, unless a longer period of time is specifically stated in the specifications, prima facie be deemed to have been engaged in such business for a reasonable length of time.
- 11) Major Equipment: In cases where the proposal form under the paragraph titled "Major Equipment Items" includes a tabulation of the major items of equipment to be furnished and installed on this proposal, each bidder shall state in the space provided, the installed price for each item of equipment of the manufacturer named. In addition, he may state in the spaces provided, the names of alternate manufacturers who offer equipment on this project, and the installed price for such equipment. Prior to the award of a construction contract, the Owner will determine the source of all items of major equipment to be incorporated in the project, based on the details, expected performance, and the installed prices of the items offered in the proposal accepted.
- 12) Guarantees: The attention of all bidders is directed to the conditions that on any contract which includes equipment items the contractor and his surety will be held responsible by the Owner, that all items of equipment purchased and installed under this contract fully meet the type, quality, design and the performance guarantee defined in the Major Equipment and Project Specifications, and in actual operation actually perform the functions for which installed. Further, that the Owner may withhold final payment until such performance and operation are demonstrated

In view of such a contract requirement, the attention of all bidders is directed to Paragraph 25 in the General Conditions of the contract regarding "guarantees". It is suggested that the successful contractor purchase all items of equipment under adequate guarantees or bonds from the manufacturers to protect the obligation of the contract to the Owner on items of equipment.

- 13) Material Substitution: If restrictions of any governmental authority prohibit the purchase or use of certain items that are required by the contract drawings and specifications, substitution for such items will be determined by the Owner after the award of a construction contract

Each contractor shall base his bid on furnishing all items exactly as shown on the contract drawings and as described in the contract specifications. The successful contractor will not be authorized to make any



substitution on his own initiative, but in each and every instance must obtain a properly authorized contract supplement to his contract before installing any work in variance with the contract requirements

- 14) License or Royalty Fees. If the project is designed so as to require or permit the use of a process or processes (as distinguished from article, apparatus, or equipment) for which licenses or royalty fees will be charged, such fees for the use of such processes will be paid directly by the Owner to the patentee, licensee or owner of such a process, and bidders shall not include such fees in their bids. If by the acceptance of a bid, the Owner shall have determined to use any patented process, the Owner will enter into a separate contract with the patentee, licensee or owner of the process, and the Owner will make payment therefore to the owner or licensee, of such patented process. This provision, however, does not apply on royalties for patented items incorporated in the work. Attention of bidders is directed to Paragraph 33 of the General Conditions of the Contract
- 15) Material Tests. Attention of bidders is directed to the material tests which will be required on this contract. All laboratory tests shall be made by a testing laboratory employed by the contractor and approved by the Owner. The cost of tests shall be paid by the contractor. The contractor shall supply the shipping to the laboratory all material to be tested, whether indicated herein or requested by the Owner. The cost of these materials and cost of tests shall be merged in the prices stated on items which make up the total base bid.
- 16) Supplemental Unit Prices. On a lump sum proposal or partial lump sum proposal, if the bidding schedule includes a supplementary schedule of unit prices for fixing cost basis for changes, the Owner reserves the right to reject any or all of such supplemental unit prices which it deems to be excessive or unreasonable
- 17) Withdrawal of Proposals: Any bidder may withdraw his proposal at any time prior to the scheduled closing time for the receipt of proposals, but no proposal may be withdrawn after the scheduled closing time for the receipt of proposals within the period of time stated in the Advertisement for Bids
- 18) Signing of Proposals
  - (a) Proposals which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.
  - (b) Proposals which are signed for a co-partnership should be signed by all of the co-partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the proposal a power of attorney, evidencing authority to sign the proposal.
  - (c) Proposals which are signed for a corporation should have the correct corporate name thereof signed in handwriting or in typewriting, and the signature of the president or other authorized officer of the corporation should be manually written below the written or typewritten corporate name following the word "By \_\_\_\_\_".
  - (d) For any legal entity, the authority of the person signing for such legal entity shall be attached to the proposal
- 19) Definition of Award. The contract shall be deemed to have been awarded when formal notice of award has been duly served upon the intended awardee (i.e., the bidder to whom the Owner contemplates awarding a contract) by some officer or agent of the Owner duly authorized to give such notice
- 20) Execution of Contracts and Bonds. Each contract must be executed in three (3) original counterparts and no more. There shall be executed original counterparts of the contractor's performance bond (and labor and materials bond, if required), in equal number to the executed original counterpart of the contract. One copy of such executed documents will be retained by the Owner, the other two will be delivered to the contractor. The successful contractor must provide compensation insurance, public liability, and property damage insurance, and other insurance, all as outlined in the general conditions of the contract. The costs of executing the bonds and contract insurance, including all notarial fees and expense, are to be paid by the contractor to whom the contract is awarded

- 21) Payment: Contractors will be paid in cash, at intervals stated in the General Conditions of the Contract. Partial payments in accordance with the terms of the contract may be made to the successful contractor for materials and equipment for the project suitably stored at the site of the project, as defined in the General Conditions of the Contract.
- 22) Commencement and Completion of Work: Upon award of a contract, the Owner shall determine the date on which the contractor shall commence work. This date will not be prior to the time stated in the proposal form. Attention of all bidders is also directed to the number of calendar days stated in the proposal acceptance by the Owner.
- 23) Makeup of Contract Document: The attention of bidders is directed to the makeup of this contract document. The specifications governing work to be performed on this project and included in this document are composed of two parts - Project Specifications and General Specifications.

The General Specifications define and describe the major construction materials and construction methods for this project.

Materials and construction methods defined and described in the Project Specifications shall govern in cases of any variances between the General Specifications and Project Specifications. Whenever more than one construction material and/or construction method is defined and described in the General Specifications, the particular material and/or method to be used on this project shall be the one stated in the Project Specifications.

The Project Specifications/Conditions and General Conditions, together with the contract drawings and proposal forms, define and describe the work to be performed on this project.

- 24) Proposal Evaluation: Proposal responses will be evaluated and scored according to the following evaluation criteria. Proposals that significantly deviate from the Fire Department's expectations or requirements may be found non-responsive without further evaluations. Contractors who cannot commit to completing the work in the required timeframe may be deemed non-responsive.

<b>CRITERIA</b>	<b>POINTS</b>
<b>Compliance with Project Technical Specifications / Warranty</b>	<b>30%</b>
<b>Qualifications, Experience and References</b>	<b>25%</b>
<b>Service (Proximity of Service Centers / Average Service Call Response)</b>	<b>25%</b>
<b>Cost</b>	<b>20%</b>

Cost Formula: Cost scores are determined by giving the proposal with the lowest total cost the maximum number of cost points available. The remaining proposals are rated by applying the following formula:

$$[1 - (B-A)/A] \times C = \text{Final Cost Score}$$

A—the lowest bidder's cost

B—the bidder's cost being scored

C—the maximum number of cost points available

Note. If the formula results in a negative number (which will occur when the bidder's cost is more than twice the lowest cost), zero points shall be assigned.

**PROPOSAL  
CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE  
VEHICLE EXHAUST SYSTEMS REPLACEMENT**

The work associated with this proposal includes

The design, manufacture and installation of a turn key, rail-based vehicle exhaust extraction system which allows fire department vehicles with under carriage exhaust to be connected with magnetic nozzle connections. Additional project components include the mechanical installation of associated hardware including exhaust fans, control panels, low voltage control sensors, electrical line voltage wiring and the removal and disposal of all components of currently installed systems

The undersigned having become familiar with the local conditions affecting the cost of the work and with the contract documents including the Advertisement for Bids, Instructions to Bidders, General Conditions of the Contract, the form of proposal, form of bond, etc., plans, drawings, specifications and addenda and exhibits issued and attached to the official contract document on file in the Office of the City Clerk of the City of Franklin, hereby proposed to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, equipment, expendable and otherwise, and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work described in the following bidding schedule the work associated with the installation of CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE VEHICLE EXHAUST SYSTEMS REPLACEMENT all in accordance with the contract specifications issued thereto for the sums set forth in the following bidding schedule

AFFIDAVIT OF ORGANIZATION AND AUTHORITY

STATE OF WISCONSIN    ) ss  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn on oath deposes and says that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them

(Fill out applicable paragraph )

(1) CORPORATION

The bidder is a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
and its president is \_\_\_\_\_, and its secretary is \_\_\_\_\_, and it does  
have a corporate seal.

(2) PARTNERSHIP

The bidder is a partnership consisting of \_\_\_\_\_, \_\_\_\_\_ and  
\_\_\_\_\_, partners doing business under the name of \_\_\_\_\_

(3) SOLE TRADER

The bidder is an individual and is operating under a trade name, such trade name is as follows:

\_\_\_\_\_

(4) ADDRESS

The business address of the bidder is as follows:

\_\_\_\_\_

Its telephone number is \_\_\_\_\_

(INCLUDE AREA CODE)

**PROPOSAL CONDITIONS  
CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE  
VEHICLE EXHAUST SYSTEMS REPLACEMENT**

1 Total Lump Sum Proposal

It is expressly understood and agreed that the foregoing total lump sum bid is the basis for establishing the amount of the bid security and evaluation of bids.

It is further understood that all items included in the project, whether identified or implied in the drawings, notes, graphics, and specifications are intended to provide a full and complete functioning system.

The undersigned has carefully checked the contract drawings and specifications before preparing this proposal and accepts the detail as sufficient to provide a full project to Owner in accordance with the plans and specifications

2 Bid Security

Accompanying this proposal is a (certified check) (bank draft) (bid bond) (Surety2000) in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payable to (which protects) the City of Franklin, Wisconsin, and which, it is agreed, will be retained by the City of Franklin, Wisconsin, as liquidated damages if the undersigned fails to execute the contract in conformance with the FORM OF CONTRACT incorporated in the contract documents, and furnish a performance bond and payment bond as specified within ten (10) days from the notification of the award of the contract to the undersigned

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City to reject any or all proposals. It is further understood and agreed that this proposal may not be withdrawn for a period of sixty (60) days from the opening thereof

3. Completion

The undersigned further agrees to fully complete all work covered by this proposal on the point of final acceptance by the Owner by **August 30, 2024**.

DATE \_\_\_\_\_

NAME OF FIRM

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

BIDDING SCHEDULE

<u>ITEM NO.</u>	<u>BID QUANTITY</u>	<u>UNIT</u>	<u>UNIT DESCRIPTION AND UNIT PRICE, WRITTEN</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	1	Lump Sum	CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE VEHICLE EXHAUST SYSTEMS REPLACEMENT	_____	_____
			Unit price _____ dollars and _____ cents each		

**TOTAL BID (Item 1)**

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(Amount in Words) ( \$ \_\_\_\_\_ )  
(Figures)

The foregoing total shall be construed to be a lump sum contract price.



QUALIFICATIONS

The bidder shall submit a statement with bid that demonstrates the business has been in operation performing similar projects for at least 10 years

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Each Bidder shall be required to supply, with their bid, a list of a minimum of 10 and a maximum of 15 fire departments within a 30-mile radius where they have provided a similar system. The list must include the departments name, primary contact name, phone number, address and e-mail address

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

Other Qualification information included? \_\_\_\_\_yes \_\_\_\_\_no

SWORN STATEMENT OF BIDDER  
AS REQUIRED BY  
SECTION 66.29(7) WISCONSIN STATUTES

I, being first duly sworn at \_\_\_\_\_, \_\_\_\_\_,  
City State

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications and other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title, if any)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number of Bidder)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County My commission expires \_\_\_\_\_

State of \_\_\_\_\_

## GENERAL SPECIFICATIONS

### 1) DEFINITIONS

The following terms used in these contract documents are respectively defined as follows.

- (a) "Project"  
The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to the within contract of contracts.
- (b) "Owner"  
The contracting party initiating the project as set forth in the contract acting through its authorized representative in accordance with specific duties delegated to such representative.
- (c) "Contractor"  
The person, persons, firm, or corporation to whom the within contract is awarded by the Owner, and who is subject to the terms of said contract Also, the agents, employees, workmen or assignees of the contractor
- (d) "Subcontractor"  
A person, firm, or corporation other than the contractor supplying labor and materials or labor only on work at the site of the project
- (e) "Work"  
All materials, labor, supervision, use of tools, and equipment necessary to complete the project in full compliance with the terms of the contract.
- (f) "Engineer"  
City Engineer of Franklin or other engineers appointed by the Owner for the supervision of construction of the project
- (g) "Surety"  
The person, firm, or corporation that has executed as surety the contractor's performance bond, securing the performance of the within contract. Also, the person, firm, or corporation that has executed as surety the contractor's payment bond which guarantees payment to all persons supplying labor and material utilized in the prosecution of the work included in the within contract.
- (h) "Notice"  
Where in any section of the contract document there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the Owner) when written notice shall be delivered to the City Engineer, or shall have been placed in the United States mail, addressed to the Chief Executive Officer of the Owner, at the place where the bids or proposals for the contract were opened: (as to the contractor) when a written notice shall be delivered to the Chief Representative of the contractor at the site of the project to be constructed under the contract, or when such written notice shall have been placed in the United States mail addressed to the contractor at the place stated in the proposal as the address of his permanent place of business; (as to the surety) on the performance bond when a written notice is placed in the United States mail, addressed to the surety at the home office of such surety and when two (2) copies of such notice shall have been filed with the Owner.

### (2) INTENT OF CONTRACT DOCUMENTS

The sections of the contract document and the contract drawings are complementary, and what is called for by any one shall be as binding as if called for by all The intention of the contract document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the contract

In interpreting the contract documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the contract documents, shall be construed in accordance with such well known meanings recognized by architects, engineers, and the trade.

Any work shown on the contract drawings and not covered in the contract specifications or included in the contract specifications and not shown on the contract drawings, shall be executed by the contractor as though both shown on the contract drawings and included in the contract specifications. If the contract drawings and the specifications should be contradictory in any part, the contract specifications shall govern.

(3) CONTRACT DRAWINGS AND SPECIFICATIONS.

All work shall be executed in strict conformity with the contract drawings and specifications, and the contractor shall do no work without proper drawings and instructions.

Unless otherwise provided in the special conditions of the contract and/or in the contract specifications, the Owner will furnish the contractor all copies of the drawings and specifications reasonably necessary to carry out the work, free of charge.

Figured dimensions on the contract drawings shall be taken as correct, but shall be checked by the contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and his decision thereon shall be final. All notes on the contract drawings shall be followed. Correction of errors or omissions on the contract drawings or the contract specifications may be made by the Engineer when such correction can reasonably be considered necessary for the proper execution and completion of the work.

(4) EXISTING UTILITIES AND PIPING.

The location of existing piping and underground utilities such as sanitary sewers, gas mains, storm sewers, water mains, electric duct lines, telephone lines, etc., as shown on the contract drawings have been determined from information available from the records of the parent utility companies or from actual field surveys. However, the Owner does not assume responsibility for the possibility that during construction, utilities other than those shown may be encountered or that actual locations may be different from those shown on the contract drawings.

At the locations wherein, detailed positions of these facilities become necessary to the new construction, the contractors shall, at their own expense, furnish all labor and tools to either verify and substantiate the record drawing locations, or definitely establish the position of the facilities.

Any pipe or service inadvertently damaged shall be repaired or replaced to the Owner's satisfaction at the contractor's expense. All pipe so crossed shall be supported across the trench excavation to the Engineer's satisfaction.

It shall be the responsibility of the contractor to make all necessary arrangements with the utility companies to locate their facilities including service laterals in the field during construction operations and to relocate any portions of their facilities as required to permit the installation of work included in these contracts.

(5) SHOP DRAWINGS.

After the approval of the source and purchase of items of materials and equipment, the contractor, as soon as possible, shall submit shop or setting drawings and schedules for every item of equipment or material to be incorporated in the work which is fabricated or manufactured off the site, including, but not limited to those pertaining to structural and reinforcing steel, electrical, plumbing, carpentry, heating and ventilation to the Engineer. The contractor shall make any corrections in the drawings required by the Owner or the Engineer and resubmit same without delay, together with drawings first submitted. Six (6) final copies of all corrected and approved shop or setting drawings shall be submitted to the Engineer, who, after checking, will retain three (3) copies and return three (3) copies to the contractor.

The Engineer's approval of shop drawings of equipment and materials shall extend only to determining the conformity of such equipment and materials with the general features of the contract drawings and contract specifications prepared by the Engineers. It shall be the responsibility of the contractor to determine the

correctness of all dimensions and minor details of such equipment and materials so that they will fit into the completed work, and so that when incorporated in the work, correct operation will result.

(6) SCHEDULE OF EQUIPMENT ITEMS:

As soon as possible after the execution of the contract on all contracts incorporating manufactured items, the contractor shall submit to the Owner for approval, the name of the manufacturer of each item proposed to be purchased, together with a complete description of the item and catalog cuts. No final purchase of major equipment shall be made until the written approval of the Owner is obtained, and no deviation from the selected manufacturers as stated in the contract will be accepted.

(7) "OR EQUAL" CLAUSE:

Whenever in any section of the contract documents any article, material, or equipment is defined by describing a proprietary product, by using the name of a manufacturer or vendor, the term "or equal", if not inserted shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency as approved by the Engineer.

(8) SCHEDULE OF VALUES:

Promptly following the execution of the contract documents, the contractor shall prepare and transmit to the Owner an original and three (3) copies of values and milestones suitable for partial payments, if any. The breakdown when approved will be used primarily in determining payment due the contractor on periodical estimates.

(9) INSPECTION:

The Owner and his representative shall at all times have access to the work wherever and whenever it is in preparation or progress, and the contractor shall provide proper facilities for such access and inspection.

The Owner shall have the right to reject materials and workmanship which are defective or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the Owner may remove them and charge the expense to the contractor.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work, or at any other time to make an examination of work already completed by removing or tearing out same, the contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the contractor or his subcontractors, he shall defray all the expense of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and materials necessarily involved in the examination and replacement, plus 15%, will be allowed the contractor.

All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Owner.

If any authorized agent of the Owner shall point out to the contractor, his foreman or agent, any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work be at once discontinued, but the right of final acceptance or rejection of the work will not be waived by reason thereof, nor by any other act of the Owner or its agents.

The Contractor shall execute the work only in the presence of the Engineer or Inspectors during the working hours of the day, unless provision has been made for work on other shifts. The presence of the Engineer or Inspector shall in no way relieve the contractor of the responsibility of his contract or be any warrant for furnishing of bad material or poor workmanship.

The inspection and supervision of the work by the Engineers is intended to aid the contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the contractor from any of his contract obligations.

- (10) SUPERINTENDENCE  
The contractor will give his personal superintendence to the work, or have at the site of the work at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the contractor.
- Insofar as is practicable and excepting in the event of discharge by the contractor or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the contract
- (11) LABOR:  
The contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this contract. The Owner shall have the authority to order the removal from the work any contractor's employee who refuses or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, abusive, threatening, or disorderly in his conduct, any such person shall not again be employed on this project
- (12) INSPECTION AND TESTING OF MATERIALS  
Attention of the contractors is directed to the material tests required on this contract. All laboratory tests shall be made by a testing laboratory employed by the Contractor and approved by the Owner. The cost of tests shall be paid by the contractor. Unless otherwise provided in the special conditions of the contract and/or in the contract specifications, the contractor shall furnish the materials to be tested, incidental materials and labor required at the site in connection with the tests, the cost of which shall be considered as included in the price or prices set forth in the contract for contract items
- (13) PROTECTION OF WORK:  
The contractor shall continuously maintain adequate protection of all his work from damage until the final acceptance of this project and shall protect the Owner's and adjacent property from injury arising in connection with this contract.
- The contractor shall be responsible for any and all damage to public or private property that may be caused by his operations in the performance of his contract, and the contractor shall defend any suit that may be brought against himself and/or the owner on account of damage inflicted by his operations and shall pay any judgments awarded to cover such damage.
- (14) COST OF SERVICES:  
The cost of all power, lighting and heating required during construction shall be paid by the contractor and its costs merged in the contract price
- (15) USE OF JOB SITE:  
The contractor shall confine his equipment, apparatus, the storage of materials, and operations of his workmen to limits indicated by the law, ordinances, permit, or directions of the Owner and shall not encumber the premises with his materials.
- The contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires, and smoke
- (16) USE OF PRIVATE LAND  
The contractor shall not use any vacant lot or private land as a plant site, depository for materials, as spill site, or for any other purpose without the written authorization of the Owner of the land (or his agent), a copy of written authorization shall be filed with the Owner.
- (17) ACCESS TO PRIVATE PROPERTY & SCHEDULE OF CONSTRUCTION OPERATIONS  
Prior to commencement of any work under this contract, the contractor shall confer with the Engineer and other representatives of the Owner and prepare a detailed schedule of construction operations



This schedule shall be subject to the approval of the Owner, and the Owner reserves the right to subsequently modify the schedule should he deem it necessary

All construction work shall be prosecuted in a fashion which will cause a minimum of interference with pedestrian and vehicular traffic. Access to alleys and private driveways shall also be provided as soon as possible

At the close of each day's construction work, at least one lane of traffic shall be maintained on all streets

(18) SUBCONTRACTS

The contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.

The contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this contract obligation shall be in addition to the liability imposed by law upon the contractor

Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Owner

The contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the general and special conditions of the contract, the contract drawings and specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner

(19) ASSIGNMENT OF CONTRACT

No assignment by the contractor of any construction contract, or any part thereof, or of the funds to be received thereunder by the contractor, will be recognized unless such assignment has had the written approval of the Owner and the surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve the contractor of the obligations incurred by him under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth

"It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials "

(20) OTHER CONTRACTS

The Owner may award other contracts for additional work at the site of the project (or other locations) and the contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor

(21) OWNER'S RIGHT TO DO WORK

If the contractor neglects to prosecute the work to be performed on this contract properly, or fails to perform any provision of this contract, the Owner, after three days written notice to the contractor and his surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the contractor.

(22) TERMINATION FOR BREACH

In the event that any of the provisions of this contract are violated by the contractor or by any of his subcontractors, the Owner may serve written notice upon the contractor and the surety of its intention to terminate this contract. Such notice shall contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice upon the contractor, such violation shall cease and satisfactory arrangements for correction be made, the contract shall upon expiration of said ten (10) days cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the contractor, and the surety shall have the right to take over and perform the contract,

provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or force account and at the expense of the contractor and his surety shall be liable to the Owner for any excess cost thereby occasioned the Owner

In cases where the contractor has failed to complete minor items of work within the time set for completion of the contract, but limited to cases where the value of such uncompleted work does not exceed five percent (5%) of the total construction cost of the work, then the Owner shall have the privilege, without terminating this contract, of completing said items of work and then deducting from the sums due the contractor under this contract the total cost which the Owner incurs in completing such minor items of work. In such cases the Owner may complete such minor items of work by force account or by employing some other contractor to complete such minor items of work. In the event the Owner desires to adopt this procedure, he shall deliver to the contractor a written statement, enumerating and describing the items not completed or imperfectly completed and shall in such statement demand that the contractor complete the work in conformity with the contract and within a time to be fixed in such statement by the Owner, and then if the contractor refuses to comply, or if he neglects to comply within the time stated, the Owner may proceed as herein above set forth. The time within which the contractor shall be required to complete the items set forth in such statement must depend on the amount of time reasonably required for the performance of the work in question but shall not in any event be less than ten (10) days, nor more than thirty (30) days

(23) MATERIALS AND WORKMANSHIP

Unless otherwise stipulated in the contract specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract shall be new and of the best grade of their respective kinds for the purpose. The contractor shall furnish to the Owner for his approval the name of manufacturers of machinery, mechanical, or other equipment which he contemplates installing, together with their performance capacities and other pertinent information

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers, and the trades.

When required by the contract specifications or when called for by the Owner, the contractor shall furnish the Owner for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. All materials, parts, and workmanship shall be guaranteed by the contractor and the surety for a period of two (2) years from the date of final acceptance, and this guarantee must be covered in the surety bond for the contract

No material of any kind shall be installed in the project until it has been inspected by the Engineer. All material rejected shall be immediately removed from the site of the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

At any time during the course of construction of this project when, in the opinion of the Engineer, provisions of the contract drawings, specifications, or contract conditions are being violated by the contractor or his employees, the Engineer shall have the right and authority to order all construction to cease or materials to be removed, until arrangements satisfactory to the Engineer are made by the contractor for resumption of the work in compliance with the provisions of the contract. It shall not be construed as a waiver of defects if the Engineer shall not order the work stopped or more material removed, as the case may be.

(24) CUTTING AND PATCHING

Not used.

(25) GUARANTEES

All work to be performed under this contract shall be constructed in compliance with the contract drawings, the contract specifications, and standard construction codes, and must be guaranteed by the contractor and his surety for a period of eighteen (18) months from the date of final acceptance by the Owner against

defective workmanship and material of any nature. On all items of equipment to be incorporated in the completed project, the contractor and his surety must guarantee that the type, quality, design and performance will fully meet the requirements of the contract specifications.

In placing orders for equipment, the contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the contract drawings and specifications and that the manufacturer will repair or otherwise make good any defects in work or materials which may develop within a period of eighteen (18) months from the date of final acceptance. Furthermore, the contractor shall require that the manufacturer agree in writing, at the time the order for equipment is placed, that he will be responsible for the proper functioning of the equipment in cooperation with the contractor, and that whenever necessary during the installation period or tuning-up period following construction period, the manufacturer will cooperate as may be necessary for initial successful operation and will supply, without additional cost to the Owner, such superintendence and mechanical labor as may be necessary to make any adjustments, and to supply additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on the approved shop drawings. Two (2) copies of each guarantee of agreement shall be furnished to the Owner by the Contractor.

(26) FINAL TESTS

After completion of the work to be performed on this contract, the contractor shall make any and all tests required by municipal or state regulations and where so provided in said regulations shall furnish the Owner with certificates of inspection by the municipal or state regulatory bodies. The contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the Owner or the public and all tests needed to determine complete and faithful compliance with all provisions of this contract.

(27) CLEANING UP AND FINAL INSPECTION.

The contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the completion of the work, he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding and surplus materials and shall leave the completed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several contractors, if more than one is employed on the project in proportion to the amounts as shall be determined by the Owner to be just.

On or before completion of the work the contractor shall, without charge, tear down and remove all buildings and other structures built by him for facilitating the carrying out of the work and shall remove all rubbish of all kinds from the grounds which he has occupied and shall leave the work clean and in good condition.

All sewers, conduits, pipes, and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction, and as the work or any part thereof approaches completion, the contractor shall systematically and thoroughly clean and make any needed repairs to them. He shall furnish at his own expense suitable tools and labor for removing all water and clearing out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work in the opinion of the Engineer, fall short of first-class work shall be promptly corrected by the contractor at his own expense. Cleaning and repairs shall be arranged, as far as practicable, to be completed upon finishing the construction work. Notice to begin final cleaning and repairing, if such is needed, will be given by the Engineer who at the time will make his final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

(28) CONTRACTOR'S INSURANCE

The contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph. Certificates of insurance, together with duplicates of the policies, fully executed by officers of the insurance company shall be filed with the Engineer and Owner for approval. The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been so obtained and approved. The contractor shall also submit the original insurance policies for inspection and approval of the Owner before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or to be changed without ten (10) days notice in advance to the Owner and consented to by the Owner and the policy shall so provide.

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,  CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit  CITY shall be named as an additional insured on a primary, non-contributory basis.
C. Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate  CITY shall be named as an additional insured on a primary, non-contributory basis.
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property \$2,000,000 minimum aggregate per person, per aggregate  CITY shall be named as an additional insured on a primary, non-contributory basis.
D Worker's Compensation and Employers' Liability	Statutory  Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.
E. Professional Liability	\$2,000,000 single limit

Upon the execution of this AGREEMENT, CONTRACTOR shall supply Owner 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 Owner, and naming Owner as an additional insured as required above

(29) PROOF OF CARRYING INSURANCE

The contractor shall furnish to the Owner satisfactory proof of carriage of the insurance required in a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Owner. The contractor shall also submit the original insurance policies for inspection and approval of the Owner before work is commenced. Said policies shall not thereafter be canceled, permitted to expire or be changed without notice of ten (10) days in advance to the Owner and consented to by the Owner.

(30) CONTRACT SECURITY:

The contractor shall furnish performance and payment bonds in an amount at least equal to 100 percent (100%) of the contract price as security for the faithful performance of this contract and the payment bond must contain binding provision that the surety will guarantee the payment of all persons performing labor and furnishing materials in connection with this contract

(31) DAMAGE CLAIMS TO BE PAID BY CONTRACTOR-OWNER TO BE HELD HARMLESS.

The contractor, in performance of this contract, shall put up and maintain barriers and lights as will effectively prevent the happening of any accident in consequence of any depressions, holes, or the accumulation of any obstruction or hazards of any nature whatsoever made or suffered upon the premises, public sidewalks, or highways, or areas within the immediate vicinity of said construction, and shall hold the Owner safe and harmless for the happening of any accident claimed or alleged to be the result of any negligence that is the proximate result of the doing or performing of any work or service in connection with the immediate vicinity. The contractor and his surety will assume such liabilities and will pay on demand any and all damage or damages occasioned as herein specified.

The contractor shall well and truly save, indemnify and keep harmless the Owner against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said contractor, or the agents, employees, or workmen of said contractor in any respect whatsoever.

(32) CLAIMS AND PAYMENTS FOR LABOR, MATERIAL AND WORK

The contractor shall save the Owner harmless from all claims or demands of any subcontractor employed by the contractor or from any claims or demands of any person, firm or corporation furnishing any material, apparatus, fixtures, services, machinery or labor to the contractor herein for the doing of the work referred to herein, and it is expressly understood and agreed that the liability or whatsoever kind or nature, including those referred to and established by Section 289.16 and 289.53 of the Wisconsin Statutes of 1955 and acts supplementary thereto. Further, the contractor shall pay all claims for work and labor performed and materials furnished in or about the work herein referred to and surety shall undertake that the contractor will pay all claims for work or labor performed and materials furnished and that the said contractor shall pay to each and every person or party entitled thereto all claims for work or labor performed and materials furnished for, on, in or about said building or under this contract

(33) DEFENSE OF CLAIMS OR SUITS BY REASON OF PATENT INFRINGEMENT

The contractor shall pay for all royalties and patents for any patented product used by him or incorporated in the work, shall defend all claims or suits for infringement or any patent right brought against himself or the Owner, and shall save the Owner harmless from loss on account thereof; the contractor shall indemnify and save harmless the Owner and its officers and agents from all damages, judgments, claims, and expenses arising from the infringement of any letters patent, or patent right, or because of any royalty, fee, or license for the use, arrangement or operation of any tools, machinery, appliances, devices, or materials which may be used by the contractor or furnished by him in fulfillment of the requirements of this contract. In the event of any claim or action at law on account of such patents or fees, it is agreed that the Owner may retain out of the monies which are or which may become due the contractor under this contract, a sum of money sufficient to protect itself against loss and to retain the same until said claims are paid or satisfactorily adjusted

(34) PERMITS, SURVEYS AND COMPLIANCE WITH LAWS

The contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the work and/or required by municipal, state, and federal regulations and laws, unless specifically provided otherwise in the special conditions of the contract and/or in the contract specifications

The contractor shall give all notices, pay all fees and comply with all federal, state, and municipal laws, ordinances, rules, and regulations, and building and construction codes bearing on the conduct of the work. This contract, as to all matters, not particularly referred to and defined therein, shall not withstanding be subject to the provisions of all pertinent ordinances of the municipality within whose limits the work is constructed which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein

(35) ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded (or hazards eliminated) in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

The contractor shall put up and maintain such barriers and supply such watchmen as will effectively prevent accidents and, in addition, during night hours he shall put up and maintain sufficient lights and flares to warn and safeguard the public against accidents. The contractor who is executing the work on this project shall not unnecessarily impede or interfere with traffic on public highways or streets, and the Owner is to be the sole judge as to what constitutes unnecessary interference with traffic or as to what constitutes a hazard in traffic. The contractor shall confer with him and keep local police and fire departments fully informed as to streets or alleys which are to be closed to traffic for construction purposes.

(36) SANITARY CONVENIENCE.

The contractor shall provide and maintain on the construction work at all times suitable sanitary facilities for use of those employed on this contract without committing any public nuisance. Pit type toilets shall be of proper design and flytight. All toilet facilities shall be subject to approval of local and state departments of health.

(37) NOTICE TO START WORK.

The contractor shall notify the engineer or project manager in writing forty-eight (48) hours before starting work at the site of this contract of his intention to do so. In case of a temporary suspension of work, he shall give a similar notice before resuming work.

(38) WORK IN BAD WEATHER.

No construction work shall be done during stormy, freezing or inclement weather except as can be done satisfactorily and in a manner to secure first class construction throughout and then only subject to permission of the Owner.

(39) MEASUREMENT OF WORK.

(a) Unit Price Basis.

If any or all of the work to be performed under this contract is on a lump sum price basis. Unless part of an approved schedule of values, payment shall not be made until unit is fully assembled, constructed, installed, and functioning.

(40) OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS & MAKE APPLICATION THEREOF.

The Owner may withhold from payments to the contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover

- (a) Payments that may be earned or due for just claims for labor or materials furnished in and about the work,
- (b) For defective work not remedied,
- (c) For failure of the contractor to make proper payments to the subcontractors;
- (d) Reasonable doubt that this contract can be completed for the balance then unpaid,
- (e) Evidence of damage to another contractor, and
- (f) Liquidated damages due to failure to meet contract completion dates

The Owner will disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom.



The Owner will render to the contractor a proper accounting of all such funds disbursed in behalf of the contractor

The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all subcontractors, materials suppliers, and employees of the contractor have been paid in full.

(41) CHANGES – PAYMENT

The Owner, upon proper action by its governing body, may authorize changes in the work to be performed or the materials to be furnished pursuant to the provisions of this contract

Adjustments, if any, in the amounts to be paid to the contractor by reason of any such changes shall be determined by one or more of the following methods.

- (a) By unit prices contained in the contractor's original bid and incorporated in his construction contract;
- (b) By a supplemental schedule of prices contained in the contractor's original bid and incorporated in this construction contract,
- (c) By an acceptable lump sum or unit price proposal by the contractor, and
- (d) On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance), plus a specified percentage of the cost of such labor, materials, and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials, and insurance and shall in no event exceed a specified limit

No claim for an addition to the contract price will be valid unless authorized as aforesaid

In cases where a lump sum proposal is submitted by the contractor in excess of Five Hundred Dollars (\$500 00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated, the Owner reserves the right to request a proposal for the same changed items from other contractors. If a proposal for such added work is obtained from other contractors at a lesser amount, the Owner reserves the right to make an award of such work to another contractor, unless the contractor on this contract agrees to do the added work or changed work for the price named by the other contractor.

It shall be expressly understood and hereby agreed to by the contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and resident engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

(42) DEDUCTION FOR UNCORRECTED WORK

If the Owner deems it expedient to accept work injured or not done in accordance with the contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work

(43) FINAL ACCEPTANCE OF THE WORK

The contract shall be deemed as having been finally accepted by the Owner when its governing body, by formal resolution, accepts the work

(44) CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment on this contract by the Owner nor any provision in these contract documents shall relieve the contractor or surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law or within the guarantee period of one year from final acceptance of the work performed under this contract, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials

(45) OWNER'S RIGHT TO USE UNCOMPLETED WORK

The Owner shall have the right to take possession of and use portions of the work prior to final acceptance without waiving rights against the contractor or his surety for defects in the work or failure to complete same in its entirety

**PROJECT SPECIFICATIONS  
CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE  
VEHICLE EXHAUST SYSTEMS REPLACEMENT**

INDEX

GENERAL

All specifications in the preceding sections and included in this section of the documents are designated as project specifications. These specifications define and describe the specific construction materials, minor equipment items, and construction methods for this project. In these Project Specifications, reference is made to the general specifications included in or referred to in the preceding section of the document. These General Specifications supplement the Project Specifications.

Unless otherwise stated under a separate item or items in the Project Specifications, the unit bid and contract price on this project shall include the furnishing of all labor, materials, equipment, tools, traffic control, and services required for the furnishing and installation complete in place and ready for use of all work required on this project in strict conformance with the contract drawings, the General Specifications and the Project Specifications.

PROJECT SCHEDULE

An award of contract is anticipated to occur by April 25, 2024. The contractor shall promptly supply signed contracts, proof of insurance, and all other required contract documents. The contractor shall expeditiously prepare required permits, shop drawings, schedules, and all other submittals required. The intent is to have final completion on or before August 30, 2024. Contractor shall submit a proposed schedule change prior to award of contract if additional time may be needed.

ITEM DESCRIPTIONS

See Contract Attachments and Drawing Sections for item descriptions. These descriptions define and describe specific project requirements and are written to be consistent with all project specifications.

**CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE  
VEHICLE EXHAUST SYSTEMS REPLACEMENT**

**CONTRACT ATTACHMENTS**



ARTICLE III.

SPECIAL CONTRACT REQUIREMENTS

A. Component Parts of the Contract

Each contract consists of the following component parts, all of which are fully a part of this contract as if herein set out verbatim, or, if not attached, as if attached hereto:

- 1) Addenda Nos \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.
- 2) Special Conditions of the Contract.
- 3) General Conditions of the Contract
- 4) Project Specifications
- 5) General Specifications.
- 6) Contract Attachments and Drawings
- 7) Instructions to Bidders.
- 8) Advertisement for Bids.
- 9) Contractor's Proposal.
- 10) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

B. Starting and Completion

The Contractor agrees to commence work under this contract on a date to be specified in a written order from the Owner and to complete fully all the work included in this contract to the point of final acceptance by **August 30, 2024 unless otherwise approved by Owner at Award of Contract.**

C. Liquidated Damages for Delay

The Contractor guarantees that he can and will complete the work within the time limit stated in the contract documents, or within the time as extended as provided elsewhere in this contract. Inasmuch as the damage and loss to the City which will result from the failure of Contractor to complete the work within the stipulated time, will be most difficult or impossible of accurate assessment, the damages to the City for such delay and failure on the part of the Contractor shall be liquidated in the sum of Six Hundred Dollars (\$600.00) for each calendar day, Sunday's and holidays included, by which the Contractor shall fail to complete the work of any part thereof in accordance with the provisions hereof, and such liquidated damages shall be considered as a penalty



IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed in three original counterparts, the day and year first written above

(SEAL)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

Attest

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the Corporation named as Contractor herein above, that \_\_\_\_\_ who signed the foregoing contract on behalf of the contractor was then \_\_\_\_\_ of said Corporation, that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers

\_\_\_\_\_  
Signature

(Corporate Seal)

CITY OF FRANKLIN

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

By \_\_\_\_\_  
Shirley J Roberts, City Clerk

(SEAL)

Provisions have been made to pay the liability that will accrue under this contract

By \_\_\_\_\_  
Danelle Brown, Director of Finance & Treasurer

Attest:

\_\_\_\_\_  
Title

Approved as to form \_\_\_\_\_, 2024

\_\_\_\_\_  
Jesse A Wesolowski, City Attorney

## INSTRUCTIONS FOR EXECUTION OF PERFORMANCE BOND AND PAYMENT BOND

The penal amount of the performance and payment bonds for a unit price contract shall be the summation of the correct and checked extension of the unit prices with the estimated number of units.

The form of bonds attached hereto shall be used for each contract. This form contemplates one corporate surety only. In case co-sureties will be furnished, proper forms therefore shall be obtained.

If the principal is an individual, his full name and residence shall be inserted in the body thereof, and he shall sign the bond with his usual signature on the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the body of the bond with the recital that they are partners composing a firm, naming it.

If the principal is a corporation, the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, the fact shall be stated in which case a scroll or adhesive seal shall appear following the corporate name. This also applies to execution by the surety.

The date of the bond must not be prior to the date of the contract for which it is given.

A power of attorney authorizing the execution of the bond by an attorney-in-fact, or a agent, shall be attached to the executed counterpart of the bond. If the bond is executed by an out-of-state agent, the executed counterpart of the bond shall be countersigned by a licensed resident agent.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are held and firmly bound unto  
\_\_\_\_\_ in the full and just sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the UNITED  
STATES OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, heirs,  
executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

WHEREAS, the principal has entered into a certain written contract, dated the \_\_\_\_ day of \_\_\_\_\_, 2024, with the **CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN** for the **CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE VEHICLE EXHAUST SYSTEMS REPLACEMENT** complete, as described in the foregoing contract and article of agreement

NOW, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said principal shall in all respects well and truly keep and perform the said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures, or equipment furnished for the purpose of constructing the work provided in said contract and shall defend, indemnify and save harmless said \_\_\_\_\_ against any and all liens, encumbrances, damages, claims, demands, expenses, costs, and charges of every kind except as otherwise provided in said specifications and other contract documents, arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of eighteen (1) months from the date of final acceptance, then this obligation shall be null and void, otherwise it shall remain in full force and effect

And said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications

IN WITNESS WHEREOF, we have hereunto set our hands and seals the \_\_\_\_\_ day of \_\_\_\_\_, 2024

Witness \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)  
(In Individual or Firm)

Attest \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Principal)  
\_\_\_\_\_ (Seal)  
(If Corporation)

\_\_\_\_\_  
(Surety) \_\_\_\_\_ (Surety)

Approved \_\_\_\_\_, 2024  
\_\_\_\_\_  
\_\_\_\_\_  
(Title)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, hereafter called  
Principal, and \_\_\_\_\_ a corporation duly organized and existing  
under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to transact business within  
the State of Wisconsin, hereafter called Surety, are jointly and severally held and firmly bound unto the **CITY OF  
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN**, hereafter called Owner, in the penal sum of  
\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) lawful money of the United States, for the payment whereof unto Owner  
Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Owner has awarded to Principal a contract for the **CITY OF FRANKLIN FIRE  
DEPARTMENT SOURCE CAPTURE VEHICLE EXHAUST SYSTEMS REPLACEMENT** WHEREAS,  
Principal is required under the terms of the contract to furnish a bond for the Material and Laborers in the contract

NOW, THEREFORE, if said Principal as Contractor in said contract, or subcontractor, fails to pay for any  
materials, provisions, fuel, lubricants, other supplies, equipment, or tools, used in, upon, for or about the performance  
of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the  
Unemployment Insurance Act with respect to such work or labor, or for insurance premiums for such work said  
Surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought  
upon this bond, a reasonable attorney's fee, to be fixed by the court

PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made  
pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor  
shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety,  
and notice of such alterations or extensions of the contract is hereby waived by the Surety.

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to  
the benefit of Principal, Surety, and Owner and their respective heirs, executors, administrators, successors, and  
assigns

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Seal \_\_\_\_\_ By \_\_\_\_\_  
Principal  
Signature

\_\_\_\_\_ Attest \_\_\_\_\_  
Seal \_\_\_\_\_ By \_\_\_\_\_  
Surety  
Signature

\_\_\_\_\_ Attest \_\_\_\_\_  
(Surety's Mailing Address)  
\_\_\_\_\_  
(Telephone No.)

(Attach Notarial Acknowledgement of Surety)

Approved as to form this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.

By \_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

Approved by the City of Franklin

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

By \_\_\_\_\_  
Danielle Brown, Director of Finance & Treasurer



**Resolution--Authorization to execute contract**

Whereas, it is for the best interests of this corporation to enter into a contract \_\_\_\_\_ [specify nature of contract].

Resolved, that \_\_\_\_\_ [specify authorized officer] of this corporation is authorized and empowered on behalf of the corporation to enter into a contract with \_\_\_\_\_ [name of other party to contract] in consideration of \$ \_\_\_\_\_ upon the terms and conditions contained in the proposed contract, a copy of which is attached as Exhibit \_\_\_\_\_, and made a part of this resolution or on such terms and conditions as may be agreed upon between owner and \_\_\_\_\_ [name of other party to contract], for \_\_\_\_\_ [specify object of contract], at \_\_\_\_\_ [location]].

I, \_\_\_\_\_, \_\_\_\_\_ [secretary etc.] of \_\_\_\_\_ [corporation], a Wisconsin corporation, certify that the foregoing is a full, true, and correct copy of the resolution of the board of directors of the corporation, duly and regularly passed and adopted at a meeting of the board duly called and held in all respects as required by law, and by the bylaws of the corporation, at its office, on \_\_\_\_\_, at which meeting a quorum of the board was present.

Executed by me as \_\_\_\_\_ [secretary, etc.] of the corporation on \_\_\_\_\_ 2024.

\_\_\_\_\_  
*Signature*

[Seal]

**CITY OF FRANKLIN FIRE DEPARTMENT SOURCE CAPTURE  
VEHICLE EXHAUST SYSTEMS REPLACEMENT  
PROJECT TECHNICAL SPECIFICATIONS**

**1. Applicable codes, regulations and guidelines**

A All workmanship and materials shall be in accordance with applicable codes, regulations and guidelines. The following codes, regulations and guidelines are to be considered part of these specifications and are a minimum standard of evaluation for this hazardous material exhaust system

- NIOSH
- Underwriters Laboratory (UL)
- National Fire Protection Agency (NFPA)
  - National Electric Code (NEC)
  - NFPA 1500 – 2002 Edition
- Air Movement and Control Association International, Inc (AMCA)
- International Mechanical Code (IMC)
- Uniform Mechanical Code (UMC)
- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)

Comply

Exception

Exception Details \_\_\_\_\_  
\_\_\_\_\_

B. Manufacturer must be an ISO 9001 2000 Certified Company with Certification issued to a United States Facility

Comply

Exception

Exception Details \_\_\_\_\_  
\_\_\_\_\_

**2. System description / Quantity of vehicles to be connected**

**Fire Station 1 – 8901 W. Drexel Ave.**

The project includes the design, manufacture and installation of a vehicle exhaust extraction system which allows seven (7) vehicles with under carriage exhaust to be connected with magnetic nozzle connections

Components

- (3) 75ft Rail Based Systems complete with (2) rails having two vehicle connections per rail & (1) rail having one vehicle connection
- (2) 30ft Rail Based Systems complete with one vehicle connection for back-in operation
- Exhaust fan complete with silencer & back-draft damper
- Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included
- Removal and disposal of all components of currently installed system

**Fire Station 2 – 9911 S. 60th St.**

The project includes the design, manufacture and installation of a vehicle exhaust extraction system which allows six (6) vehicles with under carriage exhaust to be connected with magnetic nozzle connections

Components

- (3) 80ft Rail Based Systems complete with two vehicle connections per rail
- Exhaust fan complete with silencer & back-draft damper
- Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included
- Removal and disposal of all components of currently installed system

**Fire Station 3 – 4755 W. Drexel Ave.**

The project includes the design, manufacture and installation of a vehicle exhaust extraction system which allows five (5) vehicles with under carriage exhaust to be connected with magnetic nozzle connections.

Components

- (2) 70ft Rail Based Systems complete with one rail having two vehicle connections and one with a single vehicle connection
- (2) 30ft Rail based systems complete with one vehicle connection for back-in bays
- Exhaust fan complete with silencer & back-draft damper
- Control panel and low voltage control sensors for system activation
- All mechanical installation and electrical line voltage wiring included
- Removal and disposal of all components of currently installed system

Comply

Exception

Exception Details \_\_\_\_\_  
\_\_\_\_\_

**3. Functional Requirement of Exhaust Extraction System:**

A The exhaust removal system must provide virtually 100% complete evacuation of all vehicle emissions (particulate, gasses and fumes) at the source from start up to exit of the apparatus from the fire station. Independent certification documents shall be provided and attached to the bid proposal

Comply

Exception

Exception Details \_\_\_\_\_  
\_\_\_\_\_

B The exhaust system shall not block doorways, exits, and aisles in the apparatus bay, which could endanger the welfare of fire department members or visitors

Comply

Exception

Exception Details. \_\_\_\_\_  
\_\_\_\_\_

C Rail-based systems that minimize hanging hose loops and minimize moving parts are strongly preferred. A track based, sliding balancer track type or flex track type system are highly undesirable

Comply

Exception

Exception Details \_\_\_\_\_  
\_\_\_\_\_

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D. All components used along the rail and in system shall be of non-rusting material. Components shall be set at heights to not impede movement of apparatus

Comply  Exception

Exception Details \_\_\_\_\_

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E Upon emergency vehicle(s) starting, the exhaust ventilation fan shall be automatically energized by the output pressure generated by any internal combustion engine and evacuate the toxic exhaust fume.

Comply  Exception

Exception Details. \_\_\_\_\_

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F The nozzle must release and disconnect near the threshold of the exit door regardless of the speed the vehicle may exit the door.

Comply  Exception

Exception Details: \_\_\_\_\_

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G Systems which limit the exiting speed are not acceptable as they can limit emergency response time

Comply  Exception

Exception Details. \_\_\_\_\_

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H. The system will not detach itself from the apparatus for any reason during a power failure other than normal exiting of the apparatus bay.

Comply  Exception

Exception Details. \_\_\_\_\_

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I Systems that require additional or alternate power source to eliminate detaching during power failure are not acceptable due to additional maintenance requirements.

Comply  Exception

Exception Details \_\_\_\_\_

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J To protect the apparatus electrical system from any possible damage, the system bid shall not incorporate any type of electromagnetic device that requires the apparatus to be utilized as an electrical ground for the system's operation

Comply  Exception

Exception Details: \_\_\_\_\_

- K. The system will not incorporate any electromagnetic or magnetic devices that require either fastening or drilling into the side body panels or tailpipes of the fire apparatus, which could affect vehicle warranty

Comply  Exception

Exception Details \_\_\_\_\_

- L. The nozzle release mechanism must be external on the system to insure safe disconnect of nozzle from tailpipe.

Comply  Exception

Exception Details: \_\_\_\_\_

- M The upper hose assembly must be rated for a minimum 600°F continuous, 700°F intermittent temperature to ensure the exhaust fume does not deteriorate the hose and leak. The lower hose assembly must be rated for a minimum 900°F continuous, 1221°F intermittent temperature

Comply  Exception

Exception Details \_\_\_\_\_

- N For system flexibility and safety, the system must be provided with a safety disconnect breakaway device that allows the lower hose and upper hose assemblies to separate. The lower hose assembly and nozzle must be capable of being disconnected and moved to a different location with ease and without the use of tools

Comply  Exception

Exception Details: \_\_\_\_\_

- O The upper and lower hose sections must be capable to swivel 360 degrees, (if swivel is incorporated in design) allowing free flowing system operation, thus allowing no tension on the hose attachment and the hose release features.

Comply  Exception

Exception Details \_\_\_\_\_

- P Systems that utilize adaptors which mate with magnetic type nozzle connection in order to secure the nozzle to exhaust pipe in a fastening mode must be metal to metal connection.

Comply  Exception

Exception Details: \_\_\_\_\_

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Q Systems which require disconnection of nozzle from vehicle when working on vehicle's fuel system, recharging batteries or whenever there is a risk of inflammable dust or explosive gases, are not acceptable

Comply  Exception

Exception Details \_\_\_\_\_

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R For safety of fire department members, systems which require tailpipes or their adapters to protrude beyond the outside edge of the chassis are no acceptable due to NFPA 1901, 2009 requirements

Comply  Exception

Exception Details: \_\_\_\_\_

---

S Tailpipe Adapters (if used) must be bolted onto the exhaust system, welded on adapters will not be acceptable The tailpipe adapters need to be made of stainless steel to prevent rusting & corrosion. They must also be available in multiple sizes and clamped onto the apparatus

Comply  Exception

Exception Details \_\_\_\_\_

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T The transition from the magnetic nozzle to the flexible hose (if used) shall be one-piece welded construction to prevent leaks of exhaust fumes The transition shall be made of stainless steel for durability

Comply  Exception

Exception Details \_\_\_\_\_

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U The nozzle construction shall not use a rubber connection to the vehicle's tailpipe (or tailpipe adapter) Nozzle must be available in multiple sizes and constructed of a material that is rustproof and capable of withstanding chemical corrosion from road materials

Comply  Exception

Exception Details \_\_\_\_\_

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4. **Warranty:**

A The bidder shall guarantee all materials, equipment, and workmanship for a period of five (5) years from the date of final acceptance of the completed project against original defects of material and workmanship, or



excessive wear or deterioration. Defects shall be made good on site, at the bidder's expense, with no cost or obligation to the owner. The bidder shall guarantee the work of any contractors used in the supply of this bid

Comply  Exception

Exception Details \_\_\_\_\_

**5. Service Capabilities**

A Training to be provided by bidder at the time of installation to the fire department members on the use and operation of the Vehicle Exhaust Extraction System to all three duty shifts

Comply  Exception

Exception Details. \_\_\_\_\_

B The Bidder must have an experienced service technician able to respond and be onsite within 24 hours to a service request. Bidder must have full time service technician as an employee of the distributor that has been factory trained to perform the service work of the system. Certification shall be included with bid

Comply  Exception

Exception Details \_\_\_\_\_

C Bidder shall supply physical address, phone number and e-mail address for the equipment's service center located in Wisconsin

Service Center location: \_\_\_\_\_

Service Center address: \_\_\_\_\_

Service Center Phone #: \_\_\_\_\_

Service Center Contact \_\_\_\_\_

Service Center e-mail address: \_\_\_\_\_

Comply  Exception

Exception Details \_\_\_\_\_

D The Bidder must stock parts for the proposed equipment within the service center location located in Wisconsin.

Comply  Exception

Exception Details \_\_\_\_\_

***These specifications must be certified by the bidder and returned with bid with response noted in each box. If boxes are not fully checked, the bid will be considered non-responsive and disqualified in its entirety.***

Bidder \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE  3/19/2024
REPORTS AND RECOMMENDATIONS	Authorization to release funds to make the following Police Department 2024 approved Budget purchases.	ITEM NUMBER  M.13.

The following items were approved for purchase during the 2024 Police Department Budget process.

**CAPITAL OUTLAY**

*Auto Equipment (41-0211-5811)*

- **Squads** (replacement) - \$237,375  
Squad purchase, set up, refinishing the doors white, graphics, and DMV registration.

*Software (41-0211-5843)*

- **ESInet for Next Gen 9-1-1 (NG911)** - \$57,000  
ESInet (Emergency Services IP Network) will replace the antiquated CAMA analog trunks currently used for 911. ESInet supports Next Generation Core Services (NGCS) and enables proper NGCS such as location, routing, and delivery.

**OPERATING BUDGET**

*Office Supplies (01-0211-5312)*

- **Squad Tablets** (Replacement) - \$46,530  
Patrol PC (Advanced Electronic Design Inc) Rhino Tab tablets, docking stations, ethernet expansion cards, wireless routers, antennas, and printers. Includes 4 years of support/maintenance of the tablets and 3 years of support maintenance on the docking stations.

**COUNCIL ACTION REQUESTED**

Motion to approve the purchase of the above-listed Police Department 2024 Capital & Operating Budget items.

CHIEF OF POLICE – Chief Liermann

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  03/19/24</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Department of City Development Annual Report: 2023</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  A. 14.</p>

The attached report summarizes the department's activities during 2023 related to development review, zoning enforcement, staff support to City boards and commissions, long-range planning, and department initiatives. It also outlines the department's goals for 2024. Such report is also scheduled for the March 21, Plan Commission meeting.

**COUNCIL ACTION REQUESTED**

A motion to accept and place on file.

OR

A motion as the Common Council may determine appropriate.

## Department of City Development Annual Report: 2023

**Prepared for:**

Mayor John R. Nelson  
City of Franklin Common Council  
City of Franklin Plan Commission

**Prepared by:**

Department of City Development

March 12, 2024

### Introduction

The City of Franklin's Department of City Development oversees planning and zoning activities. It is responsible for administering the Unified Development Ordinance (UDO) and implementing the Comprehensive Master Plan. The Department's role includes disseminating this information to the public and coordinating with other City departments, boards, commissions, public officials, and applicants to ensure the timely review of projects.

This report summarizes the department's activities during 2023 related to development review, zoning enforcement, staff support to City boards and commissions, long-range planning, and department initiatives. It also outlines the department's goals for 2024.

It's worth noting that the Planning Manager position was vacant for most of 2023 and the second half of 2022, except from May to August 2023. Without a Planning Manager, department staff reports to the Director of Administration, Hersh, and Principal Planner Martínez, the acting Zoning Administrator (for more information, see the attached council action sheet).

The department hired a new Associate Planner and part-time Planning Associate in 2023. A Planning Intern worked with the department from April to December 2023; the Intern position was filled again in February 2024. This new planning staff has contributed tremendously to faster application processing; however, the department still has one administrative staff for clerical duties.



## Development Review

City Development staff are the go-to source for property development information and interpretations of the UDO and other property-related parts of the Municipal Code. Staff planners held 85 pre-application meetings with prospective applicants. Additionally, staff processed 148 inquiries from the City's website, not including phone calls and customer service at the department's counter.

The following provides a step-by-step process of a development review:

- 1 Pre-Application Meeting Applicant contacts the department to schedule a pre-application meeting with a planner
- 2 Application Submission Applicant applies
- 3 Initial Review for Completeness The planner reviews the application for completeness. If incomplete, the planner contacts the applicant for additional information.
- 4 Routing for Departmental Review Once complete, the planner routes the application to other City departments for review.
- 5 Compliance and Compatibility Review The planner reviews the application for compliance with the UDO, compatibility with adjacent land uses, and consistency with the comprehensive plan.
- 6 Compilation of Comments The planner compiles comments from other departments.
- 7 Review Comments Memo The planner sends the applicant a memorandum with review comments.
- 8 Addressing Staff Comments Applicant addresses staff comments.
- 9 Board/Commission Meeting Scheduling The application is scheduled for a board/commission meeting and public hearing (if required).
- 10 Report Preparation Department staff prepares reports and other packet materials for the meeting.
- 11 Review and Decision The respective board/commission reviews the application and decides to approve, conditionally approve, deny, or holdover/table the request.
- 12 Conditions of Approval Addressing The planner follows up with the applicant to address conditions of approval before the next permitting stage (typically issuance of building permits, land disturbance permits, or certificate of occupancy).

It's important to note that this development review process serves as a reference and may vary depending on the type of application and specific circumstances.

The number of zoning and land division applications reviewed in 2023 increased by 15% compared to the previous year. As of February 14, 2024, 91% of applications had been completed, and half of the still pending applications were received in the last two months of 2023.

**Development applications, zoning complaints, and commission meetings in 2023:**

Activity	2022	2023 Actual	2023 Completed*	2023 Pending*	2023 Forecast**
Site Plans/Concept Plans	34	48	42	6	40
Plat Reviews	10	7	5	2	8
Certified Survey Maps	6	3	2	1	8
Special Uses	8	15	13	2	10
Rezoning	5	1	1	0	6
UDO/PDD Amendments	2	2	2	0	4
Zoning Permits/Certificates	90	95	92	3	92
Sign permits	34	56	50	6	36
Variances	20	15	13	2	18
Zoning Complaints	180	147	125	22	160
Board & Commission Meetings	83	75	75	0	78
Total (Applications)	209	242	220	22	222
<b>Total (Applications/Complaints)</b>	<b>389</b>	<b>389</b>	<b>345</b>	<b>44</b>	<b>382</b>

(\*) Completed or pending as of February 14, 2024

(\*\*) A forecast prepared in mid-2023 for the 2024 budget

It's worth noting that the forecast prepared in mid-2023 was accurate compared to the actual total of applications and complaints, with only a 1.8% difference.

The project tracker table compiled by staff with all applications submitted in 2023 is available upon request.

**Zoning Enforcement**

Zoning-related complaints filed with the department decreased 22% compared to the previous year. It is important to note that a significant commitment of staff time is required in the research and resolution of most zoning enforcement actions.

Most complaints (71%) were related to noise from Planned Development District (PDD) No. 37 (The Rock Sports Complex). Most of these complaints were closed as staff didn't find a violation. Staff sent

two notices of violations to the operator violation of hours of operation and technical issues with the sound meters

**Zoning complaints received in 2023 by type and status:**

Type of Complaint	Complaints received	Complaint status*		
		Closed	Notice sent	Open
Noise (PDD 37)	105	103	2	-
Noise	2	-	-	2
Quarry	15	15	-	-
Accessory Structure	5	1	1	3
Outdoor storage	5	-	-	5
Use without permit	3	-	1	2
Structure without permit	2	2	-	-
Tree removal	4	1	-	3
Lighting	1	-	-	1
Animals	1	-	-	1
Parks	1	1	-	-
Floodplain	1	-	1	-
Miscellaneous	2	2	-	0
<b>Total</b>	<b>147</b>	<b>125</b>	<b>5</b>	<b>17</b>
<b>%</b>		<b>85%</b>	<b>3%</b>	<b>12%</b>

(\*) Complaints status as of February 14, 2024

This table doesn't include the floodplain management Community Assistance Visit (CAV)

The staff has reviewed and closed 85% of complaints and sent notices of violation for 3%, but 12% remain open. A review of open complaints is a department goal for 2024.

For information on quarry complaints, please visit the Quarry Monitoring Committee page on the City's website. You can access detailed quarterly reports prepared by the quarry monitoring consultant there.

An enforcement list of all zoning complaints received in 2023 is available upon request, such a list doesn't include quarry complaints and CAV cases.

**Floodplain Management – Community Assistance Visit (CAV)**

The Federal Emergency Management Agency provides National Flood Insurance Program (NFIP) benefits to anyone in one of the 23,000 participating NFIP communities. Homes and businesses in high-risk flood areas with mortgages from government-backed lenders must have flood insurance (FEMA gov). On August 2, 2022, the Wisconsin Department of Natural Resources (DNR) contacted the City of Franklin regarding their annual Community Assistance Visit (CAV) for floodplain management. The CAV is intended as a review and enforcement program for floodplain violations. The DNR and FEMA identified potential floodplain violations in the City of Franklin that must be resolved to maintain

participation in the Flood Insurance Program, as ongoing violations of floodplain protections represent a danger to health and safety. They can be resolved through permitting and review or removal.

To remain eligible for the NFIP, Franklin must create a work plan to resolve these violations, bring each site into compliance, and prevent future encroachments. Planning is coordinating the City’s response to these requirements. To date, a proposed work plan has been accepted by DNR, site visits have been completed for most sites, and proposed remedy plans are being drafted for those found to violate floodplain regulations. A full update on the project status will be provided to the Common Council later this spring, 2024.

**Staff support to boards and commissions**

The Department of City Development is responsible for providing planning, zoning, and development-related support to the Mayor and Common Council and primary staff support to the Plan Commission, the Board of Zoning and Building Appeals, the Environmental Commission, the Quarry Monitoring Committee, and the Parks Commission. The Department also assists the City Attorney’s Office with the Community Development Authority and the Economic Development Department with the Economic Development Commission.

**Meetings attended by City Development staff in 2023:**

Board or Commission	Meetings
Plan Commission	19
Board of Zoning and Building Appeals	7
Quarry Monitoring Committee	4
Environmental Commission	9
Parks Commission	10
Common Council	19
Committee of the Whole	2
Economic Development Commission	4
Community Development Authority	1
<b>Total</b>	<b>75</b>

Department staff is anticipated to continue supporting these boards and commissions in 2024.

**Quarry Monitoring Committee**

The department continued to staff the Quarry Monitoring Committee, coordinate the activities of the City’s quarry monitoring consultant, and respond to citizen concerns and complaints about the quarry during 2023. The Planning Department also helped prepare a quarry monitoring contract with Stantec Consulting Services Inc. and reported annual reclamation data to the Wisconsin DNR.

## **Parks Commission**

The Planning Department provides administrative support to the Parks Commission, including agenda building, packet production, records management, assistance with minutes, public notices, room setup, and other tasks to keep the Commission running smoothly

The department also provides support to the Commission by coordinating its work, including

- Special requests related to park pavilion or other park facility rentals,
- Requests to host public events in City of Franklin parks,
- Small donations of equipment and amenities such as memorial benches,
- Requests for new facilities, amenities, or parks,
- Park and trail development plans,
- Use of Park Impact Fees,
- Implementation of the Comprehensive Outdoor Recreation Plan,
- Development of Park Rules and policies, and
- other areas subject to their review as enabled by §10-7 of the Municipal Code and Wis Stat § 27 08

Planning staff attend all Parks Commission meetings to provide support, updates, and additional information to the Commission. The Department also serves as the Commission's point of contact with the public outside meeting times.

## **Environmental Commission**

The Planning Department staff provides administrative support to the Environmental Commission, attends all Commission meetings, and serves as the Commission's point of contact with the public outside meeting times. The department also provides support to the Commission by coordinating its work, including

- Policy recommendations to Common Council and other Commissions,
- Review of Natural Resource Special Exception (NRSE) applications and other natural resource reviews,
- Promoting public participation in events concerning environmental issues,
- Providing the public with information and education about environmental issues, and
- other areas subject to their review as enabled by §10-14 of the Municipal Code

## **Long-range Planning & Department Initiatives in 2023**

In addition to the zoning and land division-related responsibilities noted earlier in this report, the Department of City Development has the duty of helping guide the City's long-range planning activities. Below is a summary of accomplishments in 2023:

- UDO Rewrite: City Development staff and the project consultant presented the following Articles to the UDO Rewrite Task Force: Subdivision Standards, Administrative Procedures, PDDs, Nonconformities, and Natural Resource Protection

- Staff prepared an application form specific to floodplain land use permits, which provides clear information for applicants on the approval process and submittal requirements
- Water Tower Park Planning staff coordinated Parks Commission input into preliminary site designs and provided zoning and design review
- The Planning Intern compiled all rezoning and comprehensive plan amendments from 2010 to July 2023 and provided them to the GIS department to update the zoning and future land use layers, such an update is still in progress
- Update the City's Rural and Urban areas map (approval sought in March 2024)
- Amendment of Franklin Industrial Park PDD Ordinance to allow for administrative review of signs (approved in February 2024)
- Budget amendment for planning consulting services to charge applicants for staff or outside consultant hours Implementing this change is conditioned upon an update to the UDO fee schedule, which is listed as a goal for 2024

## **Goals for 2024**

### **Long-range Planning & Department initiatives**

- Continue the UDO Rewrite project draft and Final UDO (Step 5) and Adoption and Implementation (Step 6)
- Staff anticipates preparing a Request for Proposal (RFP) to update the City's Comprehensive Master Plan and Comprehensive Outdoor Recreation Plan
- Amend the UDO to comply with the Religious Land Use and Institutionalized Persons Act (RLUIPA)
- Update the UDO fee schedule
- Prepare the Housing Affordability Report
- Update forms for Natural Resource Special Exception applications
- Implementation of Parks Facilities rental and reservation permitting software
- Consolidation of Parks and Environmental Commissions
- Develop updated plans for Park Impact fee use
- Continued work on the development of the Water Tower Park
- Present a midyear status update on these goals to the Plan Commission

### **Development review**

- Continue to review pending and upcoming development applications

### **Zoning Enforcement**

- Continue implementation and enforcement of the CAV
- Review open complaints and take necessary enforcement actions



APPROVAL	REQUEST FOR COUNCIL ACTION	<del>MEETING DATE</del> 11/21/2023
REPORTS & RECOMMENDATIONS	Operations Update for the Department of City Development	ITEM NUMBER B.9.

In the absence of a Planning Manager (effective 9/30/23), the following responsibilities will be re-assigned while a successor is hired and trained:

- The Department of City Development staff, Principal Planner Régulo Martínez-Montilva, Associate Planner Marion Ecks, Planner Nick Fuchs, Planning Intern Anna Kissel, newly hired Associate Planner Luke Hamill, and Planning Secretary Gail Olsen will report to the Director of Administration.
- Régulo Martínez-Montilva will be acting Zoning Administrator. Duties of the Zoning Administrator are listed in the Unified Development Ordinance (UDO) Sec. 15-9.0101, as well as administration of the City of Franklin Floodplain Zoning Ordinance.
- Régulo Martínez-Montilva, Marion Ecks, Nick Fuchs, and Luke Hamill will share responsibilities for Plan Commission and Common Council items based on the agenda and the projects they are assigned.
- Régulo Martínez-Montilva, Marion Ecks, Nick Fuchs, and Luke Hamill will assume management of professional services with planning consultants, including but not limited to responding to zoning inquiries and reviewing development applications.
- The Director of Administration, along with the aid of Régulo Martínez-Montilva, will assume management of the UDO rewrite project with Houseal-Lavigne Associates.

The above is not a comprehensive list of duties that will need to be performed in the interim period but provides a framework for the Department of City Development to show continuity and areas of responsibility.

### COUNCIL ACTION REQUESTED

Accept and place on file.

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  03/19/24</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Resolution redefining the rural and urban areas as provided in Ordinance No. 85-860 regulating truck parking and raising animals</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  A.15.</p>

At its February 8, 2024, regular meeting, the Plan Commission recommended approval of the attached resolution. The vote was 4-0-2, four ‘ayes’, no ‘noes’ and two absents.

This item was previously presented before this Common Council on February 21, 2024, the Council tabled it to this meeting and requested the Rural-Urban map in a larger size. This packet now includes the Rural-Urban map in tabloid size (11x17 inches) and a full size map will be available at the Council Chambers.

See attached staff report for more information about the proposed update to the city’s rural-urban map.

Fiscal impact: no allocation of funds is anticipated for adopting the attached resolution besides public notice required per Municipal Code. The Planning Department budget has funds allocated for official notices (GL No. 01-0621-5421).

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2024-\_\_\_\_\_, redefining the rural and urban areas as provided in Ordinance No. 85-860 regulating truck parking and raising animals.



# CITY OF FRANKLIN REPORT TO THE COMMON COUNCIL

Meeting of March 19, 2024

## Rural and Urban Areas Map Update

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**RECOMMENDATION:** City Development Staff recommends approval of the proposed update to the map entitled “Rural and Urban Areas of the City of Franklin”.

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**Project Name:** Rural and Urban Areas Map Update.  
**Location :** Citywide  
**Applicant:** City of Franklin, Department of City Development  
**Planner:** Régulo Martínez-Montilva, AICP, CNUa

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Note: underlined text is for addressing questions from previous meeting.

### **INTRODUCTION:**

The “Rural and Urban Areas of the City of Franklin” map has not been updated for over 30 years, the last revision was in 1986. Below is a brief timeline since the adoption of the original map:

- 1985 - Adoption of the “Rural and Urban Areas of the City of Franklin” map (Ord. 85-860) .
- 1986 - Map revision (Resolution 86-2680).
- 1990 - Sanitary Sewer Service Area map for the City of Franklin prepared by SEWRPC (Southeastern Wisconsin Regional Planning Commission).
- 1998 - Adoption of the Unified Development Ordinance (UDO).
- 2004 - Proposed Rural and Urban Areas map revision, not approved.
- 2009 - Adoption of the 2025 Comprehensive Master Plan.

The Rural and Urban Areas map is used to regulate parking of trucks and equipment as well as raising and keeping animals per Municipal Code Section 183-68, these activities may be permitted in rural areas subject to the provisions in this section. This map should not be confused with an urban growth boundary map or a sanitary sewer service area map.

It’s worth noting that in areas designated as “rural”, raising and keeping animals is an allowed use but an animal permit is required per Municipal Code Section 183-68C(2)(a):

*Permit required Before any animal can be raised or kept on a parcel of land in a rural area, the owner of the land, his or her agent or lessee shall apply to the Building Inspector for a permit to raise or keep animals on such lands He or she shall state his or her name and address and his or her purpose for raising or keeping such animals The permit shall be renewed annually*

Pursuant to Municipal Code Section 183-68C(2)(d)[2], the section above is not for regulating agricultural or commercial ventures:

*Any commercial ventures, such as riding academies and stables, kennels, etc., shall be subject to the regulations established by the Unified Development Ordinance and/or other ordinances*

For example, livestock for agricultural production is a permitted use in agricultural zoning districts (A-1 and A-2) without the need of an animal permit.

The table below outlines the conditions for raising and keeping animals, Municipal Code Section 183-68C(2):

<b>Species</b>	<b>Minimum Land Area (acres)</b>	<b>Special Regulations</b>
Poultry	3	Not more than 20 fowl for each acre of lot area
Hogs	20	Pens and feeding areas shall be located not less than 500 feet from an urban area. Maximum number of hogs allowed shall be 20
Horses	3	Stables and grazing areas shall be located not less than 150 feet from any urban area. There shall be a limit of one horse per acre
Goats and sheep	20	Pens and feeding areas shall be located not less than 500 feet from an urban area. Limit one per acre
Other domestic animals	3	Stables and grazing areas shall be not less than 150 feet from an urban area
Rabbits	3	Hutches shall be located not less than 100 feet from an urban area
Other fur-bearing animals	20	Pens and feeding areas shall be located not less than 150 feet from an urban area

Per Municipal Code Section 183-68C(2)(c)[5]: “This subsection does not apply to dogs, tiny horses weighing less than 200 pounds at maturity or cats, which are regulated by Chapter 80, Animals, Article II, Dogs, Tiny Horses and Cats”. Additionally, this subsection does not apply to wild animals as listed in Municipal Code Section 80-29, for example lions, tigers, hyenas, elephants, alligators (full list in Municipal Code).

**Why does the Urban and Rural Areas map need an update?**

- According to Municipal Code Section 183-68, “this map may be revised from time to time, by resolution passed by the City Council, to redefine the rural and urban areas as it becomes necessary”.
- The 1986 version is out of date, for example the Velo Village Apartments development is still considered “rural” per current map.
- Owners/lessees may obtain a permit to raise animals in neighborhoods that have now an urban or suburban character but are still considered “rural” per current map, for example Stonewood, Ryanwood Manor and other subdivisions.

- This map update is listed as part of the Top 20 changes to development regulations suggested by City Development staff in 2015.

### **How are the proposed boundaries defined?**

According to the Unified Development Ordinance (UDO), an urban area is “a delineated sanitary sewer service area in conformance with an adopted areawide water quality management plan”. Therefore, City Development staff is proposing the following:

#### **Add to urban areas:**

- Areas served or close to public sanitary sewer and public water service.
- New residential subdivisions and Planned Development Districts.

#### **Keep as rural areas:**

- Areas not served by public sanitary sewer and public water service.
- Rural oriented districts or with urban development constraints, specifically: A-1 Agricultural district, A-2 Prime agricultural district, C-1 Conservancy district, FC Floodplain conservancy district, FFO Floodplain fringe overlay district, FW Floodway district, P-1 Park district, RC-1 Conservation residence district.

### **Legal non-conforming uses**

An animal permit is required before raising and keeping animal in rural areas per Municipal Code § 183-68C(2)(a), the Department of City Development reviews and issues animal permits, such permits must be renewed annually. In 2023, the department issued one animal permit for a legal non-conforming use in the urban area, this map update won't affect this use since the parcel is already located in the urban area per the 1986 map.

### **Notice of change**

Pursuant to Municipal Code § 183-68C(2)(c), “upon the Council's change of an area from rural to urban, the City Clerk shall cause to be published a Class 2 notice stating the change and that a permit is required for those persons wishing to keep their animals”.

### **Attachments**

- Draft resolution redefining the rural and urban areas with proposed map as Exhibit A.
- Map depicting the current urban areas, proposed urban areas and parcels within 100 feet of sanitary gravity main for reference. This map is not part of the draft resolution.

### **STAFF RECOMMENDATION:**

City Development Staff recommends approval of the proposed update to the map entitled “Rural and Urban Areas of the City of Franklin”.



STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 02-14-24]

RESOLUTION NO. 2024-\_\_\_\_\_

RESOLUTION REDEFINING THE RURAL AND URBAN AREAS  
AS PROVIDED IN ORDINANCE NO. 85-860 REGULATING TRUCK PARKING  
AND RAISING ANIMALS

WHEREAS, Section 13.19(2) of Ordinance 85-860 provides that the defined rural and urban areas can from time to time be altered by resolution as the circumstances change; and

WHEREAS, the Common Council adopted Resolution 86-2680, redefining the rural and urban areas on October 19, 1986; and

WHEREAS, the Franklin Plan Commission having reviewed the proposed map on February 8, 2024, incorporated herein as Exhibit A, and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council has determined that it would be in the best interests of the City to revise the map defining the rural and urban areas of the City as defined in the attached map.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the rural and urban areas shall be redefined per the attached map as provided for in Ordinance 85-860, Section 13.19(2).

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

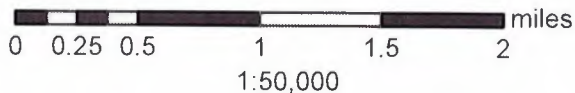
ATTEST:

\_\_\_\_\_  
Shirley Roberts, City Clerk

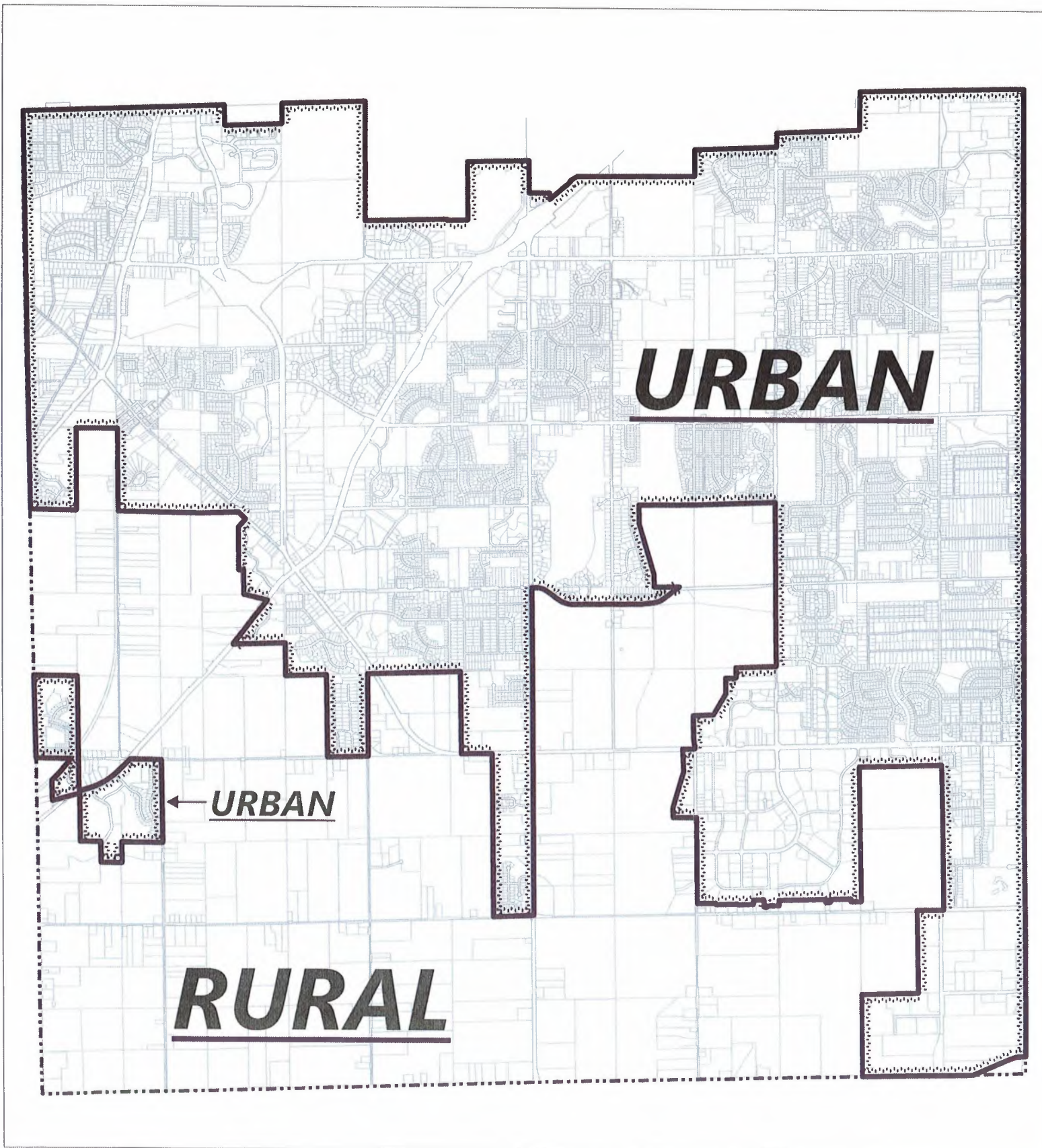
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



RURAL AND URBAN AREAS OF THE  
CITY OF FRANKLIN  
MILWAUKEE COUNTY, WISCONSIN



DATED: 5-21-1985  
REVISED: 2-19-1986  
-- -20--





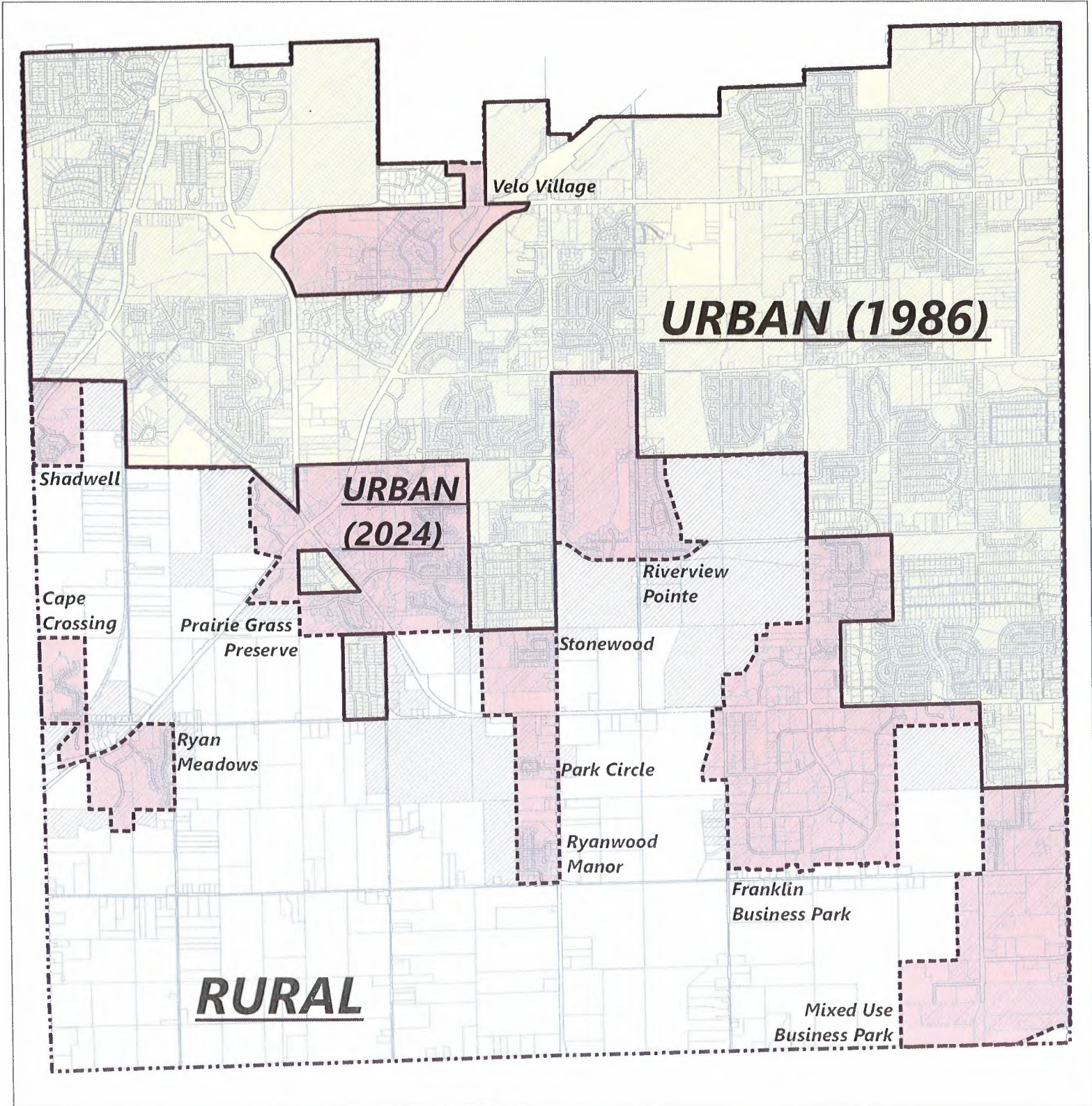
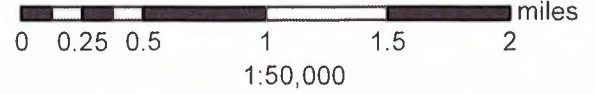
# RURAL AND URBAN AREAS OF THE CITY OF FRANKLIN MILWAUKEE COUNTY, WISCONSIN

**DRAFT**



## Legend

- Urban areas (1986) Resolution 89-2680
- Urban areas (2024) Proposed update
- Parcels within 100 feet of a sanitary gravity main



STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION No. 86- 2680

RESOLUTION REDEFINING THE RURAL AND URBAN AREAS  
AS PROVIDED IN ORDINANCE 85-860 REGULATING TRUCK PARKING  
AND RAISING ANIMALS

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WHEREAS, Section 13.19(2) of Ordinance 85-860 provides that the defined rural and urban areas can from time to time be altered by resolution as the circumstances change, and

WHEREAS, the Franklin Plan Commission has recommended to the Common Council that the rural areas be adjusted in the vicinity of W. Rawson Ave. and S. 76th Street, and

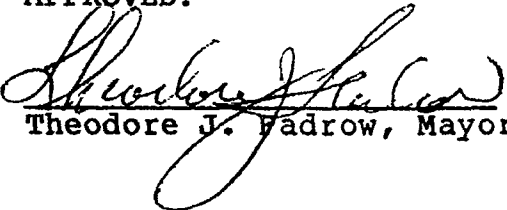
WHEREAS, the Common Council has determined that it would be in the best interests of the City to revise the map defining the rural and urban areas of the City as defined in the attached map.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the rural and urban areas shall be redefined per the attached map as provided for in Ordinance 85-860, Section 13.19(2)

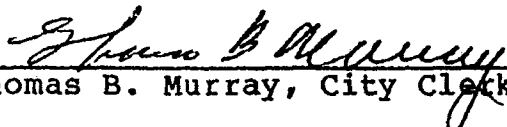
Introduced at a regular meeting of the Common Council of the City of Franklin on the 19th day of February, 1986 by Alderman Romanowicz.

Passed and adopted by the Common Council on the 19th day of February, 1986.

APPROVED:

  
Theodore J. Padrow, Mayor

ATTEST:

  
Thomas B. Murray, City Clerk

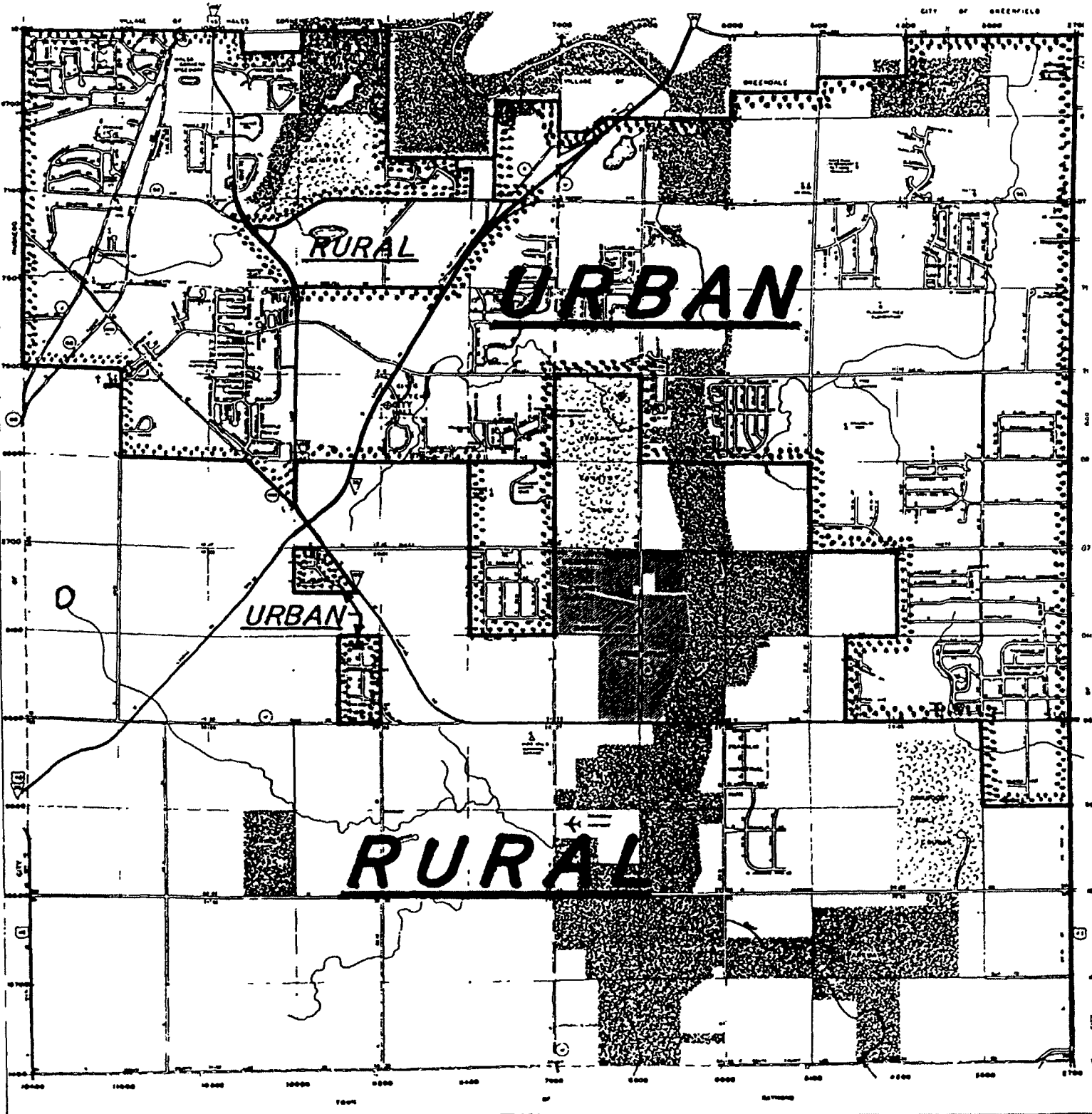
Prepared by:  
Gregory P. Gregory  
City Attorney

AYES 6 NOES 0 ABSENT 0

RURAL AND URBAN AREAS OF THE  
CITY OF FRANKLIN

MILWAUKEE COUNTY, WISCONSIN

DATED: 5-21-85  
REVISED: 2-19-86



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APPROVAL	COMMITTEE OF THE WHOLE DISCUSSION	MTG. DATE 3-19-24
REPORTS & RECOMMENDATIONS	A Resolution to Enter Into an Agreement with Foth Infrastructure and Environment, LLC For the Design of the DPW Campus Utilities in the Vicinity of S. 80 <sup>th</sup> Street, S. 76 <sup>th</sup> Street, and W. Ryan Road for [\$55,000] [\$85,000]	ITEM NO. Ald Dist. 1 M.16.

**BACKGROUND**

On March 4, 2024, Common Council moved to use excess American Rescue Plan Act (ARPA) funds for utility projects in the vicinity of S. 80<sup>th</sup> Street, S. 76<sup>th</sup> Street and W. Ryan Road. The discussion also included the possibility of extending a sanitary sewer to the far reaches of the southwest corner of S. 76<sup>th</sup> Street and W. Ryan Road and staff was instructed to visit with the affected property owners concerning this option.

This council action is for the design of the discussed project.

**ANALYSIS**

Since March 4, 2024, Staff met with four property owners to discuss the extension of the sanitary sewer. Staff met with the Paap, Burch, Skarie, and MAPL Storage property owners and all are acceptable to this project, although unlikely that any will choose to connect at this time. All properties were notified of the intent to assess a portion of the project (thanks to allocation of ARPA funds), yet each property would receive a deferment until the property connected to the sanitary sewer. In addition, no on-site septic disposal permit, repair, replacement or septic holding tank would be permitted for these properties. Should an on-site system fail, connection to the sanitary sewer extension would be required and payment(s) for the assessment would commence.



Foth is a qualified civil engineering firm that has performed other utility design projects for the City and is the only firm of this type that has an office, let alone headquarters, within the City of Franklin. Staff is comfortable with Foth's engineering staff and has reviewed the scope and fee for this work and find it to be reasonable.

Foth has been asked to provide a scope and fee for two scenarios:

1. Provide design and bidding services for:
  - a. Watermain upsizing (blue) from 8-inch to 16-inch diameter along S. 80<sup>th</sup> Street.



- b. DPW Sewer (orange) along W. Ryan Road to abandon the DPW sewage holding tank.
  - c. Zuern Sewer (green) along S. 80<sup>th</sup> Street to abandon the GEN3 Ventures (dba Zuern) sewage holding tank and connect to the existing sewer in the Park Circle development.
  - d. Hideaway Sewer (yellow) to serve the future DPW storage building, the Munoz residence/property, the Franklin Food & Beveridge (dba Hideaway Restaurant), Paap residence, and the MAPL Storage commercial property.
2. Provide design and bidding services for everything included in Scenario 1 plus:
    - a. Sewer Extension to the SE Corner of S. 76<sup>th</sup> Street and W. Ryan Road (red) to serve the Burch residence, the Skarie residence, and the MAPL Storage residential property.

Scenario 2 will undoubtedly cost more than Scenario 1. Should the available ARPA funds not fully cover a 50% assessment coverage, the funds can be used and participation might be less (for example, only 45% assessment coverage). Staff still needs to return to Common Council with a proposed ordinance that allows for the indefinite deferment for the sanitary sewer serving properties along S. 76<sup>th</sup> Street. Staff is planning to bid the Sewer Extension to the SE Corner of S. 76<sup>th</sup> Street and W. Ryan Road (red) as an alternate so the decision to construct/not construct could be made at the time of award for the construction.

Note that the contract for Foth includes a clause that is not in the standard template. Paragraph VII.B. allows for the Client (City) to hold the Contractor (Foth) harmless for negligence caused by the City. This follows a paragraph where Foth holds the City harmless for the same issues. This clause is not uncommon, but Staff asked for comment from the City's insurance carrier and received the response *"that if you can avoid having this language included it would be better for the City That said, I understand the argument that in fairness it should go both ways In the end it doesn't achieve a whole lot when both sides agree to indemnify each other for their sole negligence The legal and court system are already set up to do that Maybe see if it can be removed, but I wouldn't let it hold up the project if it is a big issue "*

The other change to the standard template is the Professional Liability (Errors and Omissions) is kept at \$2,000,000 but Foth requests "single limit" be changed to "per claim and in the aggregate." In summary, Staff has no issue with these changes for this and all future projects, but will keep the standard template as it is.

### **OPTIONS**

1. Authorize Foth to complete design services for Scenario 1 (without properties at the southwest corner of 76<sup>th</sup>/Ryan).
2. Authorize Foth to complete design services for Scenario 2 (complete project with all properties). Remember that the decision to construct the sewer extension can be made at the time of awarding a construction bid.
3. Other direction to Staff.

**FISCAL NOTE**

The remaining ARPA funds of roughly \$2 million need to be encumbered by December 31, 2024 and spent by December 31, 2026. If not, any remaining funds will have to be paid back to the US Treasury. Future budget amendments may be needed based on the outcome of spending. It is anticipated that the entirety of this project can be constructed by the end of 2024.

The efforts to design Scenario 1 is expected to be \$50,000-\$55,000 and the efforts to design Scenario 2 is expected to be \$80,000-\$85,000.

The more exact fiscal impact to the City budget can be outlined when the project is bid.

A budget amendment is needed for this unplanned project.

**RECOMMENDATIONS**

(Option 2) Authorize Resolution 2024-\_\_\_\_\_, a resolution to enter into an agreement with Foth Infrastructure and Environment, LLC for the design of the DPW Campus Utilities in the vicinity of S. 80th Street, S. 76th Street, and W. Ryan Road for [\$55,000] [\$85,000]. And

Direct Staff to bid this project and return with a recommendation to award contract for construction in 2024. And

Direct Staff to return with a budget amendment in the amount of [\$55,000] [\$85,000] for the design of this project. And

Direct Staff to return with an ordinance allowing indefinite deferment of sewer assessments for the properties along S. 76<sup>th</sup> Street.

Engineering - GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC FOR THE DESIGN OF THE DPW CAMPUS UTILITIES IN THE VICINITY OF S. 80<sup>TH</sup> STREET, S. 76<sup>TH</sup> STREET, AND W. RYAN ROAD FOR [\$55,000] [\$85,000]

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WHEREAS, the City of Franklin recognizes the critical need for upgrading and improving its sewer and water utility infrastructure to ensure the health, safety, and well-being of its residents;; and

WHEREAS, the American Rescue Plan Act (ARPA) provides funding to support economic recovery and infrastructure development in response to the COVID-19 pandemic, including investments in water and sewer systems; and

WHEREAS, after careful consideration and evaluation of available consultants, the Common Council has identified Foth Infrastructure & Environment, LLC. as the most qualified and suitable consultant to undertake the sewer and water utility design project.

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 design of the DPW Campus Utilities in the vicinity of S. 80th Street, S. 76th Street, and W. Ryan Road for [\$55,000] [\$85,000]; 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 March, 2024 between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Foth Infrastructure and Environment, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 7044 South Ballpark Drive Ste 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 design services for the proposed DPW Campus Utilities in the vicinity of S. 80th Street, S. 76th Street, and W. Ryan Road.

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 **Scenario 2 of** survey, design and bidding services for the improvements listed on Attachment A as described in CONTRACTOR's proposal to CLIENT dated March 13, 2024 annexed hereto and incorporated herein as Attachment A.

- A. 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.
- B. 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.
- C. 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 **\$ 55,000.00**. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

## III. MODIFICATION AND ADDITIONAL SERVICES

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

## IV. ASSISTANCE AND CONTROL

- A. 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, Dan Snyder 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 <b><u>per claim and in the aggregate</u></b>

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. **To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.**
- C. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality 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 March 25, 2024

**IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee

County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

#### **X. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

#### **XI. MISCELLANEOUS PROVISIONS**

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

**XII. CONTROLLING TERMS AND PROVISIONS**

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

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

CITY OF FRANKLIN, WISCONSIN

Foth Infrastructure & Environment, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: John R Nelson

PRINT NAME: \_\_\_\_\_

TITLE: Mayor

TITLE: \_\_\_\_\_

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

Ballpark Commons Office Building  
7044 South Ballpark Drive, Suite 200  
Franklin, WI 53132  
(414) 336-7900  
foth.com

March 13, 2024

City of Franklin Engineering Department  
9229 W Loomis Rd.  
Franklin, WI 53132

Re Design Proposal for DPW Campus Utilities in the vicinity of S. 80<sup>th</sup> Street, S. 76<sup>th</sup> Street, and W. Ryan Road.

Attn Mr. Glen Morrow P.E.  
City Engineer/Director of Public Works/Utility Manager

Dear Glen,

Per your request, we have prepared our proposal to design the DPW Campus Utilities project. This project includes relaying about 650 linear feet of water main along S 80<sup>th</sup> Street and extending about 1800 linear feet of new sanitary sewer south of Ryan Road along S 80<sup>th</sup> Street and in an easement. In addition, the project, as shown on the attached map, will include the design of either about 500 linear feet (Scenario 1) or 1400 linear feet (Scenario 2) of sanitary sewer along the east side of the DPW site. Our proposed services are listed below.

1. Field Survey (We will utilize the existing survey data along existing S. 80<sup>th</sup> Street that was previously completed for a portion of the project).
2. Wetland Delineation for the portion of the project south of existing S. 80<sup>th</sup> Street and east of the DPW campus.
3. Design
4. Plan and Specification Preparation
5. Final Opinion of Probable Cost
6. WDNR Sewer and Water Permitting
7. Bidding Phase Services (bid ad preparation, bidding questions, addenda preparation, bid opening/review and recommendation)

We propose to provide the above services on a time and material basis in accordance with our current rate table (Attached) with an estimated fee of \$50,000.00 to \$55,000.00 for Scenario 1 or \$80,000-\$85,000 for Scenario 2.

We will start work on the project immediately upon authorization from the City. It is our understanding that the City intends to utilize surplus ARPA fund for this project. It is also understood that the project must be awarded prior to the end of 2024.

Easement description preparation and staking has been included in our proposal for the area east of the DPW Campus. Geotechnical services have not been included.

Mr. Glen Morrow, P.E.  
City of Franklin  
March 13, 2024  
Page 2

Construction phase engineering services, if requested, will be covered by a separate proposal.

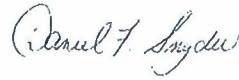
Thank you for the opportunity to provide our services. Please call us if you have any questions.

Sincerely,

Foth Infrastructure & Environment, LLC



Thomas J. Ludwig, P.E.  
Principal Engineer / Client Director  
Licensed in WI



Daniel F. Snyder, P.E.  
Lead Civil Engineer/Project Manager  
Licensed in WI



**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC**  
**2024 STANDARD HOURLY RATE SCHEDULE**

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
Principal II	\$259.00	Project Scientist III	\$173 00
Principal I	\$248 00	Project Scientist II	\$152 00
Project Manager V	\$248.00	Project Scientist I	\$131 00
Project Manager IV	\$236 00	Technician IX	\$181 00
Project Manager III	\$224.00	Technician VIII	\$171 00
Project Manager II	\$208.00	Technician VII	\$160.00
Project Manager I	\$190 00	Technician VI	\$150.00
Project Engineer VII	\$248.00	Technician V	\$140 00
Project Engineer VI	\$236 00	Technician IV	\$129 00
Project Engineer V	\$224 00	Technician III	\$119 00
Project Engineer IV	\$197 00	Technician II	\$109.00
Project Engineer III	\$184.00	Technician I	\$88 00
Project Engineer II	\$172.00	Construction Manager III	\$188 00
Project Engineer I	\$159 00	Construction Manager II	\$157.00
Staff Engineer IV	\$162 00	Construction Manager I	\$137 00
Staff Engineer III	\$152.00	Land Surveyor V	\$212 00
Staff Engineer II	\$142.00	Land Surveyor IV	\$197 00
Staff Engineer I	\$131.00	Land Surveyor III	\$181.00
Planner V	\$214 00	Land Surveyor II	\$166 00
Planner IV	\$194.00	Land Surveyor I	\$150 00
Planner III	\$173.00	Project Administrator II	\$106 00
Planner II	\$152 00	Project Administrator I	\$85 00
Planner I	\$131 00	Administrative Assistant	\$64 00

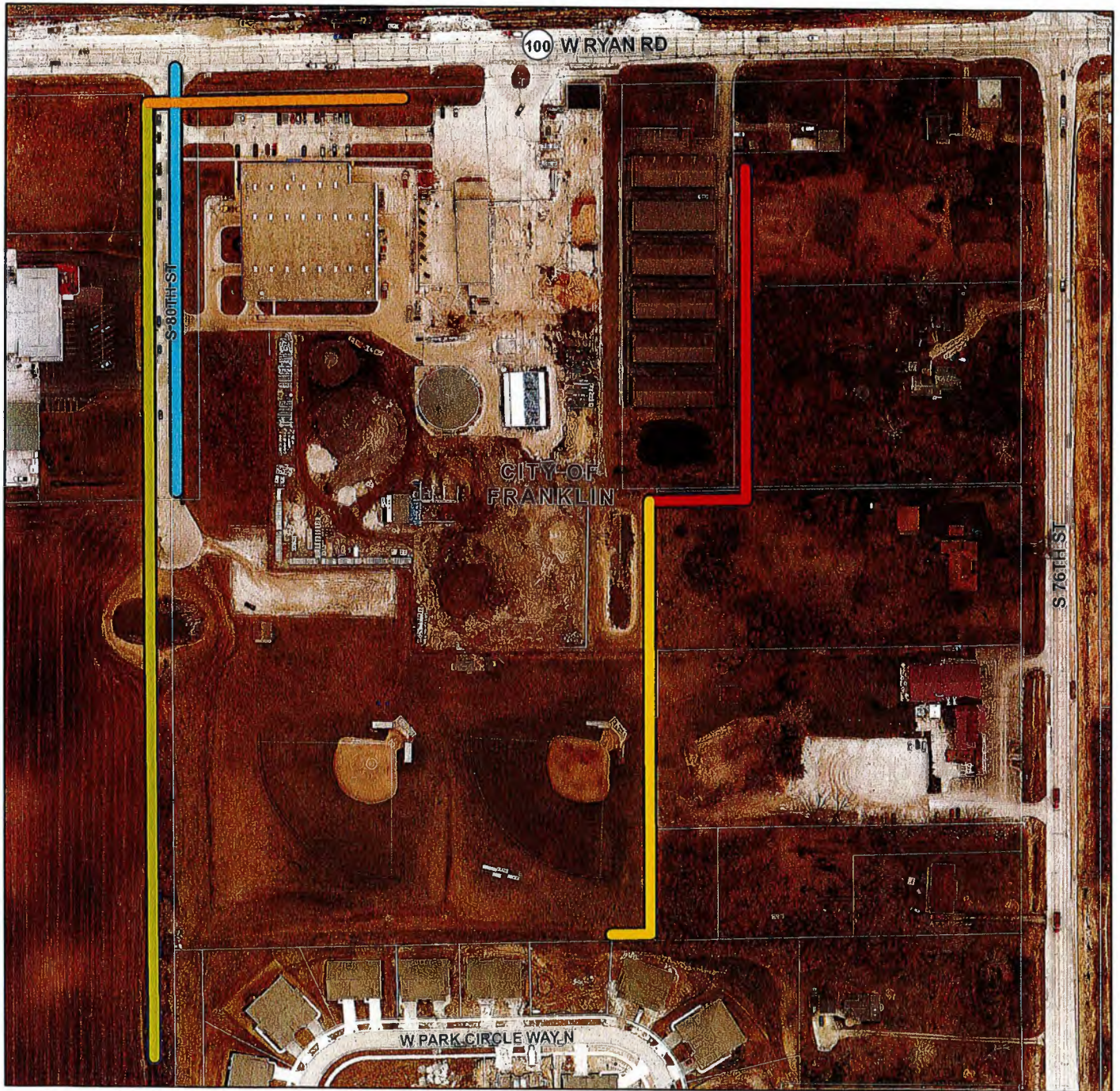
**REIMBURSABLE EXPENSES**

- 1 All equipment, field services vehicles, materials and supplies used in the performance of work on this project will be billed at cost
- 2 Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate
- 3 Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%

**ADJUSTMENTS TO FEE SCHEDULE**

- 1 Fee schedule effective January 1, 2024 Rates subject to change annually on January 1









# CITY OF FRANKLIN PROPOSED DPW AREA UTILITIES


MARCH 2024



## SCENARIO 1 - Provide design and bidding services for:

-  Watermain upsizing from 8" to 16" diameter along S. 80th Street.
-  DPW Sewer along W. Ryan Road to abandon the DPW sewage holding tank.
-  Zuern Sewer along S. 80th Street to abandon the GEN3 Ventures (dba Zuern) sewage holding tank and connect to the existing sewer in the Park Circle development.
-  Hideaway Sewer to serve the future DPW storage building, the Munoz residence/property, the Franklin Food & Beverage (dba Hideaway Restaurant), Paap residence, and the MAPL Storage commercial property.

## SCENARIO 2 - Provide design and bidding services for everything included in SCENARIO 1 plus:

-  Sewer Extension to the SE corner of S. 76th Street and W. Ryan Road to serve the Burch residence, the Skarie residence, and the MAPL Storage residential property.



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE  03/19/24
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>A RESOLUTION TO RATIFY AND RE-APPROVE RES NO. 2019-7537, CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF PARCEL "A" OF CERTIFIED SURVEY MAP NO. 3411, AND UNPLATTED LANDS, BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE, APPLICANTS) (AT 6708 AND 6720 SOUTH NORTH CAPE ROAD), TO PROVIDE THE FINAL AND LAST APPROVAL OF THE CERTIFIED SURVEY MAP AND TO ALLOW FOR THE RECORDING OF THE CERTIFIED SURVEY MAP</b>	<b>ITEM NUMBER</b>  <i>A.17.</i>
<p>On September 2, 2019 the applicants received conditional approval for a two lot Certified Survey Map via Resolution No. 2019-7537. The CSM was to shift the interior property line of properties located at 6708 and 6720 S. North Cape Road. The property owners wished to shift this boundary 12.4-foot further north in order to locate the existing driveway entirely on the 6720 S. North Cape Road property.</p> <p>Both Franklin UDO §15-7.0705 and Wis. Stat. §236.34(2) require that the CSM be “offered for record within 12 months after the date of the last approval.” Due to staff turnover, the resolution approving the CSM lapsed without the CSM being recorded. A small number of technical issues must be resolved; State law requires that the CSM receive a new approval by Common Council prior to recording.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Resolution No. 2024-_____, a resolution to ratify and re-approve Resolution No. 2019-7537, a resolution conditionally approving a 2 Lot Certified Survey Map, being part of Parcel “A” of Certified Survey Map No. 3411, and unplatted lands, being a part of the Northwest ¼ of the Southeast ¼ of Section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE, APPLICANTS) (AT 6708 AND 6720 SOUTH NORTH CAPE ROAD), to provide the final and last approval of the Certified Survey Map and to allow for the recording of the Certified Survey Map.</p>		

## RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION TO RATIFY AND RE-APPROVE RESOLUTION NO. 2019-7537, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF PARCEL "A" OF CERTIFIED SURVEY MAP NO. 3411, AND UNPLATTED LANDS, BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE, APPLICANTS) (AT 6708 AND 6720 SOUTH NORTH CAPE ROAD), TO PROVIDE THE FINAL AND LAST APPROVAL OF THE CERTIFIED SURVEY MAP AND TO ALLOW FOR THE RECORDING OF THE CERTIFIED SURVEY MAP

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being part of Parcel "A" of Certified Survey Map No. 3411, and unplatted lands, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the properties located at 6708 and 6720 South North Cape Road, bearing Tax Key Nos. 748-9964-001 (6708) and 748-9965-000 (6720), Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, applicants; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions, and the Common Council having approved the certified survey map pursuant to its adoption of Resolution No. 2019-7537 on September 2, 2019, a copy of which is annexed hereto; and

WHEREAS, Resolution No. 2019-7537 includes conditions provisions, all of which have been satisfied and met subsequent to the date of adoption of the Resolution, subject to any remaining technical corrections required thereto, and the provision therein in part provides "that upon the satisfaction of the above conditions within 365 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map"; for clarity purposes and for the record to provide the actual date of the final and last approval of the certified survey map, the Common Council having determined it reasonable and appropriate to adopt a resolution stating same.

DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE – CERTIFIED SURVEY MAP

RESOLUTION NO. 2024-\_\_\_\_\_

Page 2

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, as described above, as approved by Resolution No. 2019-7537, be and the same is hereby re-approved, subject to any technical corrections required by the original approval; that Resolution No. 2019-7537 be and the same is hereby ratified; and that this Resolution constitutes the final and last approval by the Common Council of the Certified Survey Map submitted by Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, as described above.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Denis J. and Sharon L. Balistreri (6708 South North Cape Road) and Melissa M. Burge (6720 South North Cape Road), 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:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

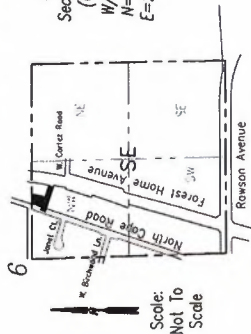
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

Ln# 1006433982

# Certified Survey Map

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

Revised this 11th Day of January, 2021.



## VICINITY SKETCH

Southeast 1/4, Section 6,  
Township 5 North,  
Range 21 East

## LEGEND

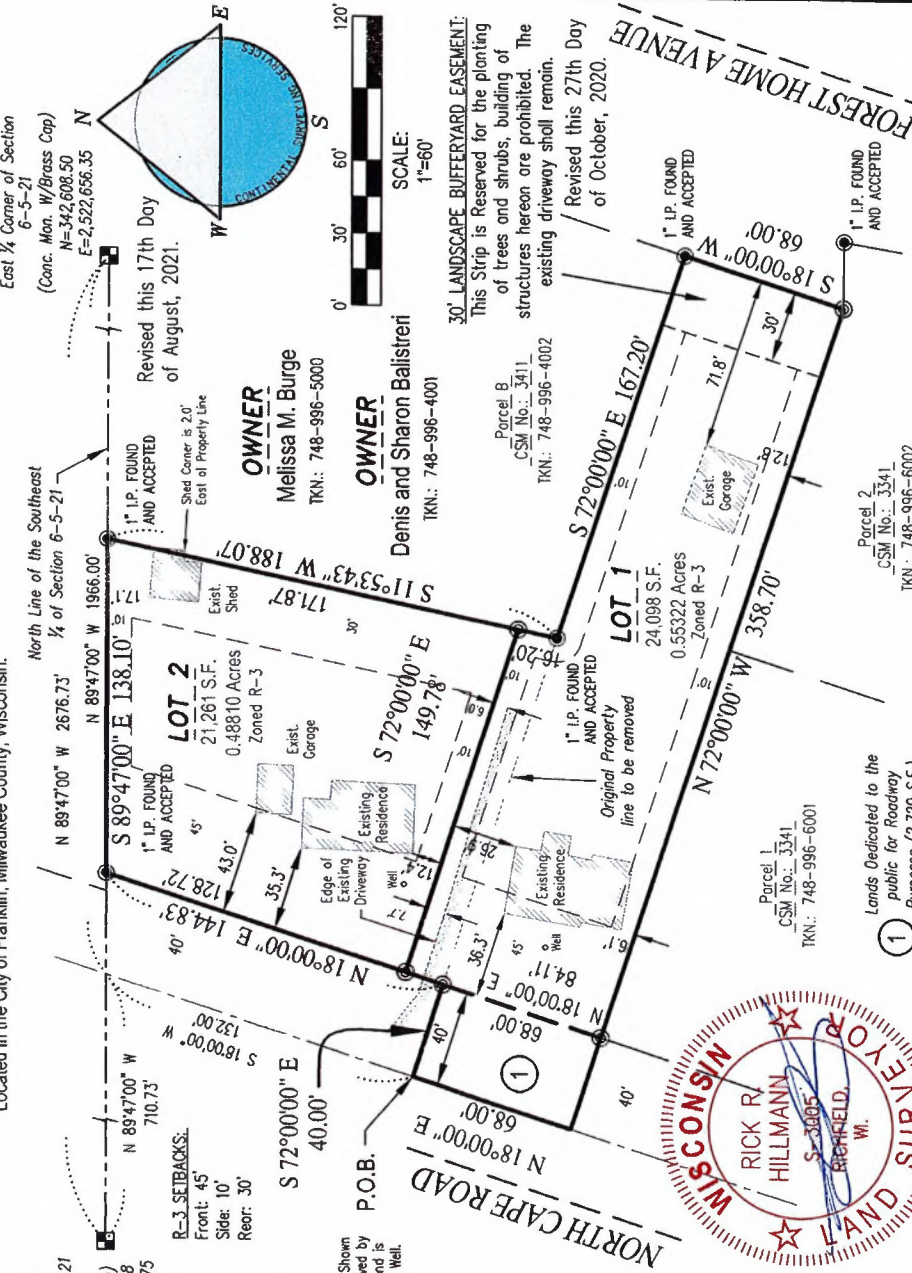
- 1" Iron Pipe Found
- ⊙ 20" x 1/4" Re-Bar Set (1.13 lb/foot)

Revised this 25th Day of November, 2019.



Main Office:  
2059 Hwy 175, Suite "A"  
Richfield Wj. 53076

Phone: (262) 389-9200  
Website: [www.ccssurveys.com](http://www.ccssurveys.com)  
Email: [survey@ccsurveys.com](mailto:survey@ccsurveys.com)



This instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 6th day of June, 2019

Project No.: 20190422\_MTG0001

Sheet 1 of 6



# Certified Survey Map

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

## SURVEYOR'S CERTIFICATE:

I Rick R. Hillmann, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin, now being more particularly bounded and described and follows:


Commencing at the East  $\frac{1}{4}$  Corner of said  $\frac{1}{4}$  Section, thence North 89°47'00" West on and along the North line of said  $\frac{1}{4}$  Section, 1,966.00 feet to a point on the Centerline of North Cape Road; thence South 18°00'00" West on and along said Centerline, 132.00 feet to the Point of Beginning of lands hereinafter described;

Thence South 72°00'00" East, 40.00 feet to a point on the Easterly line of North Cape Road said point is also the Southwest Corner of said Parcel A; thence North 18°00'00" East on and along said Easterly line, 144.83 feet to a point; thence South 89°47'00" East on and along the North line of said Parcel "A", 138.10 feet to the East Line of said Parcel "A"; thence South 11°53'43" West on and along said East Line, 188.07 feet to the Southeast Corner of Said Parcel "A" said Point is also the Southwest Corner of Parcel "B"; thence South 72°00'00" East on and along the South Line of said Parcel "B", 167.20 feet to a point on the West Line of Forest Home Avenue; thence South 18°00'00" West on and along said West line, 68.00 feet to a point on the North Line of Parcel 2 of Certified Survey Map No.: 3341; thence North 72°00'00" West on and along the North line of said Certified Survey Map and its Westerly Extension, 358.70 feet to a point on the Centerline of North Cape Road; thence North 18°00'00" East on and along said Centerline, 68.00 feet to the place of beginning of this description.

The gross area of said parcel contains 45,359 Square feet or 1.04132 Acres of land more or less.

That I have made such survey, land division and map by the direction of Melissa M. Burge and Denis and Sharon Balistreri, owners of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Unified Development ordinance of the City of Franklin in surveying, dividing and mapping same.

Dated this 6<sup>th</sup> day of JUNE, 2019.

  
Rick R. Hillmann PLS  
Professional Land Surveyor S-3005

**CONTINENTAL  
SURVEYING  
SERVICES LLC**



Main Office:  
2059 Hwy 175, Suite "A"  
Richfield Wl. 53076

Phone: (262) 389-9200  
Website: [www.cssturveys.com](http://www.cssturveys.com)  
Email: [survey@cssturveys.com](mailto:survey@cssturveys.com)

Revised this 17th Day  
of August, 2021.

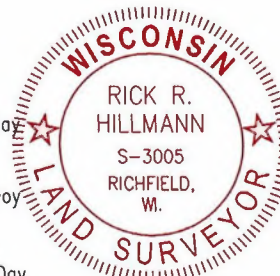
Revised this 11th Day  
of January, 2021.

Revised this 27th Day  
of October, 2020.

Revised this 25th Day of November, 2019.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor,  
S-3005 on this 6th day of June, 2019

Sheet 2 of 6




# Certified Survey Map

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest ¼ of the Southeast ¼ of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

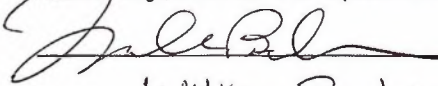
## OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and Unified Development ordinances of the City of Franklin, this 27 day of November, 2021.

  
 \_\_\_\_\_  
 Melissa M. Burge

STATE OF WISCONSIN            )  
   ) SS  
 County of Milwaukee            )

Personally came before me this 27<sup>th</sup> day of November, 2021, the above named Melissa M. Burge, to me known to be the person who executed the foregoing instrument and acknowledged the same.

  
 \_\_\_\_\_

Print Name William Barker

Notary Public, Milwaukee County, WI.

My Commission Expires: 12/4/2023



**CONTINENTAL  
 SURVEYING  
 SERVICES LLC**



Main Office:  
 2059 Hwy 175, Suite "A"  
 Richfield WI. 53076

Phone: (262) 389-9200  
 Website: [www.csssurveys.com](http://www.csssurveys.com)  
 Email: [survey@csssurveys.com](mailto:survey@csssurveys.com)

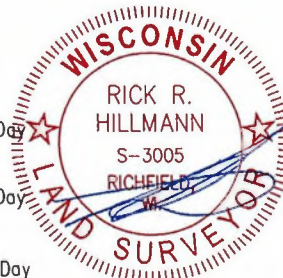
Revised this 17th Day  
 of August, 2021.

Revised this 11th Day  
 of January, 2021.

Revised this 27th Day  
 of October, 2020.

Revised this 25th Day of November, 2019.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 6th day of June, 2019



# Certified Survey Map

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

## OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and Unified Development ordinances of the City of Franklin, this 26 day of NOVEMBER, 2021.

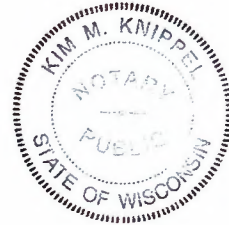
Denis Balistreri  
Denis Balistreri

Sharon Balistreri  
Sharon Balistreri

STATE OF WISCONSIN )  
County of Milwaukee)<sup>SS</sup>

Personally came before me this 26 day of November, 2021, the above named Denis and Sharon Balistreri, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Print Name Kim M. Knippel  
Notary Public, Kim M. Knippel County, WI.  
My Commission Expires: 11/6/2024



**CONTINENTAL SURVEYING SERVICES LLC**  
Main Office:  
2059 Hwy 175, Suite "A"  
Richfield WI. 53076  
Phone: (262) 389-9200  
Website: [www.csssurveys.com](http://www.csssurveys.com)  
Email: [survey@csssurveys.com](mailto:survey@csssurveys.com)



Revised this 17th Day of August, 2021.  
Revised this 11th Day of January, 2021.  
Revised this 27th Day of October, 2020.  
Revised this 25th Day of November, 2019.  
This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 6th day of June, 2019. Sheet 4 of 6





# Certified Survey Map \_\_\_\_\_

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

## MORTGAGE CERTIFICATE:

The section Titled "Mortgage Certificate" that is the section our customers will be executing and it should have the following

Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee or Summit Mortgage Corporate, A Minnesota Corporation, its successors and assigns on the 12th day of February, 2010, entered into a certain Mortgage instrument (the "Mortgage"), which Mortgage was recorded on 03/03/2010, as Doc #09850692 in the County of Milwaukee, State of Wisconsin

Mortgage Electronic Registration Systems, Inc.

P.O. Box 2026

Flint Michigan 48501-2026

MIN# 100061907000142034 MERS PHONE# 1-888-679- 6377

The signoff is

Mortgage Electronic Registration Systems, Inc., as Beneficiary

BY: *DAW*

ITS: Assistant Secretary

PRINT NAME: Donna Acree



The Louisiana Notary is the following:

STATE OF LOUISIANA

PARISH OF OUACHITA

On 11-22-, 2021, before me appeared Donna Acree, to me personally known, who did say that s/he/they is (are) the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., as Beneficiary and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association).

*M.B.*

MARY BLANCHE, NOTARY PUBLIC

LA ID No. 64436

LIFETIME COMMISSION

Mary Blanche  
Ouachita Parish, Louisiana  
Lifetime Commission  
Notary Public ID # 64436

**CONTINENTAL  
SURVEYING  
SERVICES LLC**



Main Office:  
2059 Hwy 175, Suite "A"  
Richfield Wl. 53076

Phone: (262) 389-9200  
Website: [www.csssurveys.com](http://www.csssurveys.com)  
Email: [survey@csssurveys.com](mailto:survey@csssurveys.com)

Revised this 17th Day of August, 2021.

Revised this 26th Day of May, 2021.

Revised this 11th Day of January, 2021.

Revised this 27th Day of October, 2020.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 6th day of June, 2019. Sheet 5 of 6



# Certified Survey Map \_\_\_\_\_

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

## COMMON COUNCIL CERTIFICATION OF APPROVAL:

I hereby certify that this Certified Survey Map was approved and Dedication Accepted under the Resolution File No. \_\_\_\_\_ adopted by the Common Council of the City of Franklin on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

\_\_\_\_\_  
Stephen Olson, Mayor

**CONTINENTAL  
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Website: [www.csssurveys.com](http://www.csssurveys.com)  
Email: [survey@csssurveys.com](mailto:survey@csssurveys.com)

Revised this 17th Day  
of August, 2021.

Revised this 11th Day  
of January, 2021.

Revised this 27th Day  
of October, 2020.

Revised this 25th Day of November, 2019.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor,  
S-3005 on this 6th day of June, 2019



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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 19, 2024
REPORTS & RECOMMENDATIONS	A Resolution to Authorize the Use of Excess American Rescue Plan Act funds for the Design of a Watermain from W. St. Martins Road to 8120 S. Lovers Lane in the amount of \$18,100	ITEM NO. Ald Dist. 2 A.18.

**BACKGROUND**

On March 4, 2024, Common Council moved to use excess American Rescue Plan Act (ARPA) funds for a watermain project along S. Lovers Lane from W. St. Martins Road to 8120 S. Lovers Lane. This council action is for the design of the discussed project.

**ANALYSIS**

In July 2020 the Board of Water Commissioners executed an agreement with Applied Technologies, Inc. to design the elevated storage tank and the entirety of the watermain from W. St. Martins Road, past the elevated storage tank site at 8120 S. Lovers Lane (Water Tower Park) and continuing north to a connection point at 7810 S. Lovers Lane. After bidding the entire project, all bids were rejected and rebid leaving out the southern watermain section from W. St. Martins Road to 8120 S. Lovers Lane. Applied Technology has demonstrated their ability to perform on this project and is the appropriate firm to reuse plans from the southern section and rebid using ARPA funding.

The Board of Water Commissioners are discussing this project at the March 19, 2024 meeting and are requested to “recommend to Common Council to use excess American Rescue Plan Act funds for the design of a watermain from W. St. Martins Road to 8120 S. Lovers Lane in the amount of \$18,100,” and “award the amendment for \$18,100 with Applied Technologies, Inc. contingent upon Common Council authorizing the funds from the excess ARPA funds.”

Once the project is bid, the construction contract with return to Common Council for award.

**OPTIONS**

Authorize excess ARPA funds to be spent on the design of the southern watermain (Contract C).

**FISCAL NOTE**

The remaining ARPA funds of roughly \$2 million need to be encumbered by December 31, 2024 and spent by December 31, 2026. If not, any remaining funds will have to be paid back to the US Treasury. Future budget amendments may be needed based on the outcome of spending. It is anticipated that the entirety of this project can be constructed by the end of 2024.

The more exact fiscal impact to the City budget can be outlined when the project is bid.

A budget amendment is needed for this unplanned project.

**RECOMMENDATIONS**

Authorize Resolution 2024-\_\_\_\_\_, a resolution to authorize the use of excess American Rescue Plan Act funds for the design of a watermain from W. St. Martins Road to 8120 S. Lovers Lane in the amount of \$18,100. And

Direct Staff to bid this project and return with a recommendation to award contract for construction in 2024. And

Direct Staff to return with a budget amendment in the amount of \$18,100 for the design of this project. And

Direct Staff to return with an ordinance allowing [full] [partial] water assessments for the [non-residential properties] [all properties] properties along this corridor.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION TO AUTHORIZE THE USE OF EXCESS AMERICAN RESCUE PLAN ACT FUNDS FOR THE DESIGN OF A WATERMAIN FROM W. ST. MARTINS ROAD TO 8120 S. LOVERS LANE IN THE AMOUNT OF \$18,100

---

WHEREAS, the City of Franklin recognizes the critical need for upgrading and improving its sewer and water utility infrastructure to ensure the health, safety, and well-being of its residents; and

WHEREAS, the American Rescue Plan Act (ARPA) provides funding to support economic recovery and infrastructure development in response to the COVID-19 pandemic, including investments in water systems; and

WHEREAS, there is a critical need in the City of Franklin to provide redundant feeds to elevated water storage tanks at 8120 S. Lovers Lane from the water distribution system at W. St. Martins Road; and

WHEREAS, the Franklin Board of Water Commissioners has recommended to Common Council to use excess American Rescue Plan Act funds for the design of a watermain from W. St. Martins Road to 8120 S. Lovers Lane in the amount of \$18,100.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize expenditures from the American Rescue Plan Act for the design and bidding of a watermain section from W. St. Martins Road to 8120 S. Lovers Lane in the amount of \$18,100.

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 \_\_\_\_\_

**AMENDMENT**

This Amendment 1 To Agreement dated July 21, 2020 between the City of Franklin Water Utility and Applied Technologies, Inc. to provide design and bidding services associated with the construction of an elevated water storage tower, transmission main and appurtenances along STH 100.

Description of Modifications. Engineer shall complete the work for the southern section of the watermain along STH 100 as outlined in Exhibit B attached hereto.

For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer \$18,100.

All provisions of the Agreement and Task Order not modified by this amendment or previous Amendments remain in effect.

The Effective Date of this Amendment is March 19, 2024.

CITY OF FRANKLIN WATER UTILITY

BY: \_\_\_\_\_

PRINT NAME: Gary R. Grobner

TITLE: President

DATE: \_\_\_\_\_

APPLIED TECHNOLOGIES, INC.

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: James A. Schubilske

TITLE: Secretary

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: \_\_\_\_\_

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> March 19, 2024
Reports & Recommendations	<b>A Resolution to Issue Change Order No. 1 for the Water Transmission Main (Contract A) along S. Lovers Lane in the Amount of \$63,075 To Dorner, Inc.</b>	<b>ITEM NO.</b> Ald. Dist. 2 M.19.

**BACKGROUND**

On December 19, 2023, Dorner, Inc. was awarded a contract to construct a watermain from Water Tower Park (8120 S. Lovers Lane Road) to 7910 S. Lovers Lane.

**ANALYSIS**

On February 19, 2024, after the contractor had mobilized, Wisconsin Department of Natural Resource issued a directive that the watermain drill path beneath the wetlands needed to be 4 feet lower. The engineering consultant prepared the plan while the standard for directional drilling was being developed. The draft guidance used while developing the plan showed six feet but was adopted at ten feet.

Deeping the drill path caused many cascading issues, such as lengthening the directional drilling to avoid removing a row of trees. Staff spent a lot of time discussing how to minimize the financial impact and ended up with the solution that was constructed in the field. The watermain project is now almost complete.

**OPTIONS:**

Approve Change Order No. 1 to pay for work already done. There is not an option on this project that is almost constructed.

**FISCAL NOTE**

Funds are in the 2023 and 2024 Capital Improvement Fund 46 budgets and all borrowing has been completed. The Dorner Contract is as follows:

<b>Cost</b>	<b>Item</b>
\$840,366.00	Initial Dorner Bid
\$63,075	Change Order No. 1 (3/19/24)
<b>\$903,441.00</b>	<b>Current Cost</b>

**RECOMMENDATION**

Adopt Resolution 2024-\_\_\_\_\_ a resolution to issue Change Order No. 1 for the Water Transmission Main (Contract A) along S. Lovers Lane in the Amount of \$63,075 To Dorner, Inc.

Department of Engineering GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION TO ISSUE CHANGE ORDER NO. 1 FOR THE  
WATER TRANSMISSION MAIN (CONTRACT A) ALONG  
S. LOVERS LANE IN THE AMOUNT OF \$63,075 TO DORNER, INC.

---

WHEREAS, Dorner, Inc. is constructing a watermain along S. Lovers Lane from Water Tower Park (8120 S. Lovers Lane Road) to 7910 S. Lovers Lane; and

WHEREAS, the project is a unit price contract and the contractor is paid for actual installed quantities; and

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) has recently adopted new regulations governing horizontal directional drilling methods for watermain installation in the vicinity of wetlands, necessitating modifications to the current project plans and specifications; and

WHEREAS, it is imperative for the City to comply with all applicable regulations and standards set forth by the WDNR to safeguard environmental quality and natural resources during construction activities; and

WHEREAS, Staff assessed the impact of the new WDNR regulations on the ongoing watermain construction project and has determined that changes were necessary to incorporate the required adjustments.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize change order 1 to Dorner Inc. for adjustments related to WDNR changes related to horizontal directional drilling.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute Change Order No. 1 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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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> March 19, 2024
Reports & Recommendations	<b>A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Sanitary Sewer, Storm Water Management Access, and Water Main at 9410 S. 76th Street and 7520 W. Ryan Road (TKNs 884 9997 000 and 884 9998 000)</b>	<b>ITEM NO.</b> Ald. Dist. 1  M. 20.

**BACKGROUND**

Pursuant to the approval of the Carma Labs development on the northeast corner of S. 76<sup>th</sup> Street and W. Ryan Road, easements are required to construct, maintain, and operate sanitary sewer and water main facilities. It is necessary to install sanitary sewer and water main easements on properties located at 9410 S. 76th Street and 7520 W. Ryan Road (TKNs 884 9997 000 and 884 9998 000).

Note that the water main easement document follows the existing boilerplate form as it was in-process prior to the water main easement discussion elsewhere on the agenda.

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

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

**ANALYSIS**

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

**FISCAL NOTE**

None

**RECOMMENDATION**

Motion to adopt Resolution No. 2024 - \_\_\_\_\_, a resolution for acceptance of a storm water facilities maintenance agreement and easements for sanitary sewer, storm water management access, and water main at 9410 S. 76th Street and 7520 W. Ryan Road (TKNs 884 9997 000 and 884 9998 000).

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES  
MAINTENANCE AGREEMENT AND EASEMENTS FOR SANITARY SEWER, STORM  
WATER MANAGEMENT ACCESS, AND WATER MAIN AT  
9410 S. 76TH STREET AND 7520 W. RYAN ROAD  
(TKNS 884 9997 000 AND 884 9998 000)

---

WHEREAS, easements are required to construct, maintain and operate public sanitary sewer and water main facilities on properties located at 9410 S. 76th Street and 7520 W. Ryan Road; and

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

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

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

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

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

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

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

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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

**STORM WATER FACILITIES  
MAINTENANCE AGREEMENT**

Carma Laboratories, Inc  
9410 South 76<sup>th</sup> Street  
Tax Key: 8849997000

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Carma Laboratories, Inc., hereinafter called the “Owner”, and the City of Franklin, hereinafter called the “City”.

WITNESSETH:

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

Lot 1, of the Certified Survey Map No. \_\_\_\_\_, of Certified Survey Maps of the Milwaukee County Registry.

Hereinafter called the “Property”.

WHEREAS, the Owner is developing the Property; and

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

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

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

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

- 1 The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated October 2023 and erosion control plan dated December 6<sup>th</sup>, 2023 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit “A”



and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.

3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
  - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15 8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

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

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

SEALED IN PRESENCE OF

\_\_\_\_\_, Owner

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

STATE OF WISCONSIN)ss  
\_\_\_\_\_ COUNTY)

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

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
( \_\_\_\_\_ )  
My commission expires: \_\_\_\_\_

CITY OF FRANKLIN

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

COUNTERSIGNED:

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

STATE OF WISCONSIN)ss  
MILWAUKEE COUNTY)

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

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

This instrument was drafted by the City Engineer for the City of Franklin.  
Form approved \_\_\_\_\_

Jesse A Wesolowski, City Attorney

EXHIBIT "A"

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

Name of Development \_\_\_\_\_

Responsible Party Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Inspector Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Basin Location General Address \_\_\_\_\_ Section No \_\_\_\_\_

Normal Pool  Yes  No

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

EXHIBIT A  
DESCRIPTION OF PROPERTY

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North,  
Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

STORM WATER FACILITIES MAINTENANCE AGREEMENT PROPERTY DESCRIPTION

Lot 1, of Certified Survey Map No \_\_\_\_\_ of Certified Survey Maps of the Milwaukee County Registry

SAVE DATE: 3/11/2024 11:04 AM PLOT DATE: 3/11/2024 11:08 AM

S:\Site\High\Plan\_Companies\200159\_Corvus\_Luba\_76th\_Street\Survey\DWG\200159\_SR.dwg



226 W WISCONSIN AVE  
APPLETON, WI 54911  
kapurinc.com

# EXHIBIT B DEPICTION OF EASEMENT

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 27 THE SOUTH LINE OF THE SW 1/4 OF SECTION 22 T 5N R.21E BEARING N88°35'30" E

### LEGEND

- = 1-1/4" O D IRON PIPE FOUND
- = 1-1/4" O D X 24" LONG IRON PIPE SET WEIGHING 1 68 LBS./LINEAL FT

## STORM WATER FACILITIES MAINTENANCE AGREEMENT EXHIBIT

WEST 1/4 CORNER SEC 22-05-21 CONC MON W/ SEWRPC BRASS CAP  
N 327,040.58  
E 2,533 379.47

N 89°18'43" E

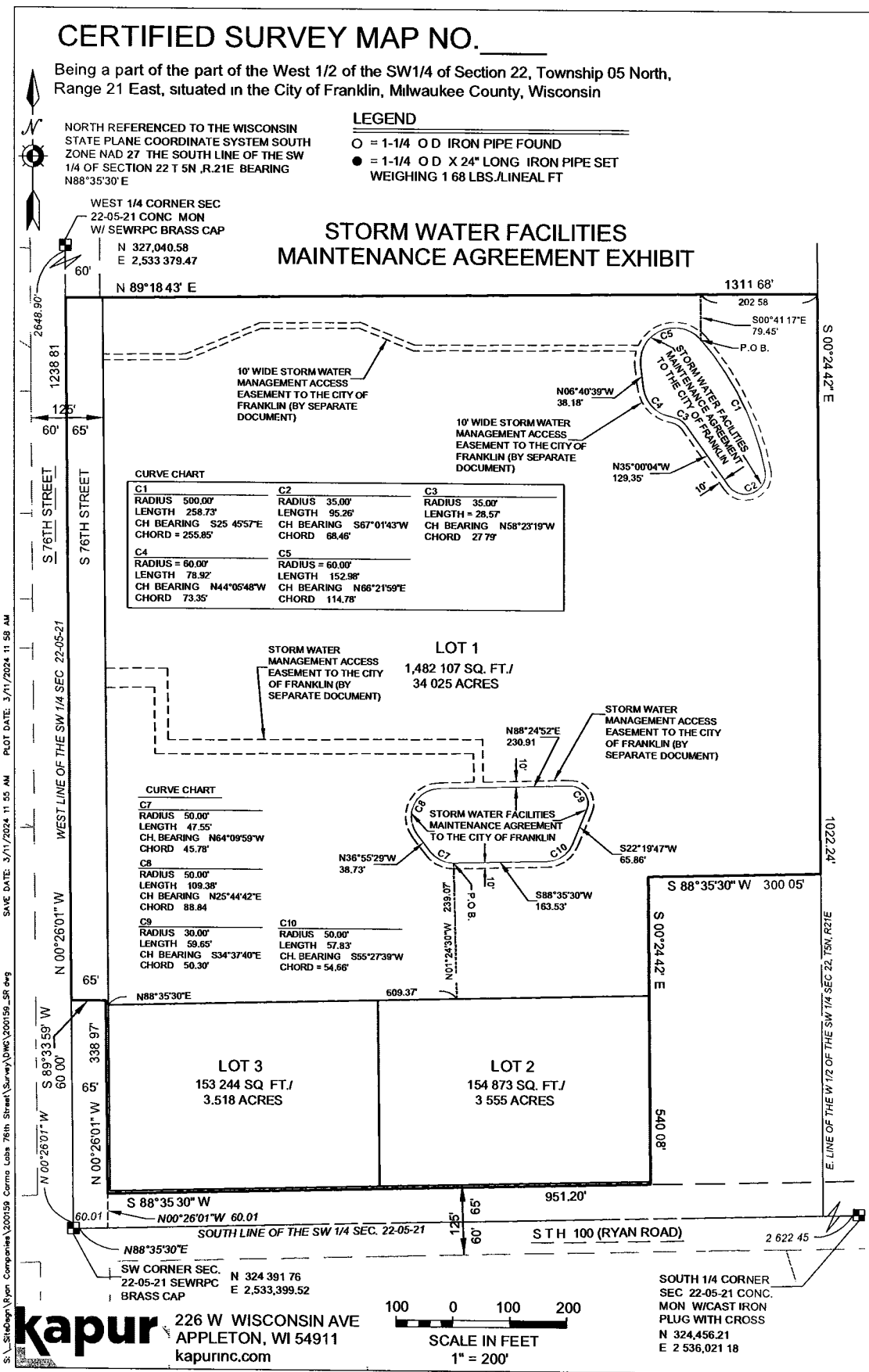
1311.68'

### CURVE CHART

C1	C2	C3
RADIUS 500.00'	RADIUS 35.00'	RADIUS 35.00'
LENGTH 258.73'	LENGTH 95.26'	LENGTH = 28.57'
CH BEARING S25°45'57"E	CH BEARING S67°01'43"W	CH BEARING N58°23'19"W
CHORD = 255.85'	CHORD 68.46'	CHORD 27.79'
C4	C5	
RADIUS = 60.00'	RADIUS = 60.00'	
LENGTH 78.92'	LENGTH 152.98'	
CH BEARING N44°05'48"W	CH BEARING N66°21'59"E	
CHORD 73.35'	CHORD 114.78'	

### CURVE CHART

C7	C8	C9	C10
RADIUS 50.00'	RADIUS 50.00'	RADIUS 30.00'	RADIUS 50.00'
LENGTH 47.55'	LENGTH 109.38'	LENGTH 59.65'	LENGTH 57.83'
CH BEARING N64°09'59"W	CH BEARING N25°44'42"E	CH BEARING S34°37'40"E	CH BEARING S55°27'39"W
CHORD 45.78'	CHORD 88.84'	CHORD 50.30'	CHORD = 54.66'



S:\\_Site\Bgn\Proj\Comp\200159\_Corner\_Lots\_76th\_Street\_Survey\DWG\200159\_SR.dwg SAVE DATE: 3/11/2024 11:55 AM PLOT DATE: 3/11/2024 11:58 AM

**kapur** 226 W WISCONSIN AVE  
APPLETON, WI 54911  
kapurinc.com

100 0 100 200  
SCALE IN FEET  
1" = 200'

SOUTH 1/4 CORNER SEC 22-05-21 CONC MON W/CAST IRON PLUG WITH CROSS  
N 324,456.21  
E 2 536,021 18



# EXHIBIT C DESCRIPTION OF EASEMENT

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North,  
Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

### STORM WATER FACILITIES MAINTENANCE AGREEMENT DESCRIPTION

Being a part of Lot 1 of Certified Survey Map No \_\_\_\_\_, of Certified Survey Maps of the Milwaukee County Registry and described as follows:

Commencing at the northeast corner of said Lot 1, thence South 89°18'43" West along the north line of said Lot 1, 202.58 feet thence South 00°41'17" East, at a right angle 79.45 feet to the Point of Beginning and a point of curvature thence Southeasterly along the arc of a curve to the right, 258.73 feet, said curve having a radius of 500.00 feet and a chord bearing South 25°45'57" East 255.85 feet to a point of curvature thence Southwesterly along the arc of a curve to the right 95.26 feet, said curve having a radius of 35.00 feet and a chord bearing South 67°01'43" West, 68.46 feet thence North 35°00'04" West 129.35 feet to a point of curvature, thence Northwesterly along the arc of a curve to the left 28.57 feet said curve having a radius of 35.00 feet and a chord bearing North 58°23'19" West, 27.79 feet to a point of reverse curvature, thence Northwesterly along the arc of a curve to the right, 78.92 feet said curve having a radius of 60.00 feet and a chord bearing North 44°05'48" West 73.35 feet thence North 06°40'39" West, 38.18 feet to a point of curvature thence Northeasterly along the arc of a curve to the right 152.98 feet said curve having a radius of 60.00 feet and a chord bearing North 66°21'59" East, 114.78 feet to the Point of Beginning

AND

Commencing at the southwest corner of said Lot 1 thence North 88°35'30" East along the south line of said Lot 1, 609.37 feet, thence North 01°24'30" West at a right angle 239.07 feet to the Point of Beginning and a point of curvature, thence Northwesterly along the arc of a curve to the right, 47.55 feet said curve having a radius of 50.00 feet and a chord bearing North 64°09'59" West, 45.78 feet thence North 36°55'29" West 38.73 feet to a point of curvature, thence Northeasterly along the arc of a curve to the right, 109.38 feet said curve having a radius of 50.00 feet and a chord bearing North 25°44'42" East, 88.84 feet, thence North 88°24'52" East, 230.91 feet to a point of curvature thence Southeasterly along the arc of a curve to the right, 59.65 feet, said curve having a radius of 30.00 feet and a chord bearing South 34°37'40" East, 50.30 feet, thence South 22°19'47" West, 65.86 feet to a point of curvature thence Southwesterly along the arc of a curve to the right, 57.83 feet, said curve having a radius of 50.00 feet and a chord bearing South 55°27'39" West, 54.66 feet thence South 88°35'30" West 163.53 feet to the Point of Beginning

Containing 69,417 square feet / 1.594 acres of land more or less

SAVE DATE: 3/11/2024 11:04 AM PLOT DATE: 3/11/2024 11:10 AM

S:\Stratbogn\Nyon\_Companies\202159\_Corona\_Labs\_78th\_Street\Survey\DWG\202159\_SB.dwg



226 W WISCONSIN AVE  
APPLETON, WI 54911  
kapurinc.com

## SANITARY SEWER EASEMENT

Carma Laboratories, Inc  
9410 South 76<sup>th</sup> Street  
Tax Key: 8849997000

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

### WITNESSETH

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

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a sanitary sewer, associated manholes, all as shown on the plan attached hereto as Exhibit "B."; any Lift Station with auxiliary power enclosed in an above ground enclosure.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the West 1/2 of the Southwest 1/4 of Section 22, Township Five (5), North, Range Twenty-one (21) East", in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns.)
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these

provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

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

12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a sanitary sewerage lift station, the City shall remove the lift station, manholes, piping and the enclosure and cause the prompt restoration to a smooth surface contour and neat condition restoring the Easement Area into a condition similar to the remaining parcel as described in Exhibit "A".
16. Upon completion of use of the Easement Area for the specific use as a sanitary sewerage lift station and the restoration of the Easement Area by the City, the Easement Area, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate

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

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

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

By: \_\_\_\_\_  
Name and Title

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

Before me personally appeared on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named

\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Name printed) (Title) (Development)

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

Notary Public: \_\_\_\_\_  
( )  
My commission expires \_\_\_\_\_

CITY OF FRANKLIN

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

By: \_\_\_\_\_  
Shirley J Roberts, City Clerk

STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

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

Notary Public: \_\_\_\_\_  
( )  
My commission expires \_\_\_\_\_

# EXHIBIT A DESCRIPTION OF PROPERTY

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North  
Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

## MUNICIPAL SANITARY SEWER EASEMENT PROPERTY DESCRIPTION

Lot 2 and Lot 3 of Certified Survey Map No \_\_\_\_\_, of Certified Survey Maps of the Milwaukee County Registry

SAVE DATE: 2/29/2024 11:16 AM PLOT DATE: 2/29/2024 11:20 AM

S:\Studio\Ryan Companies\200159 Corina Labs 76th Street\Survey\DWG\200159\_SR.dwg



226 W WISCONSIN AVE  
APPLETON, WI 54911  
kapurinc.com

THIS INSTRUMENT DRAFTED BY ERIK A. GUSTAFSON KAPUR AND ASSOCIATES, INC.



# EXHIBIT B DEPICTION OF EASEMENT

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

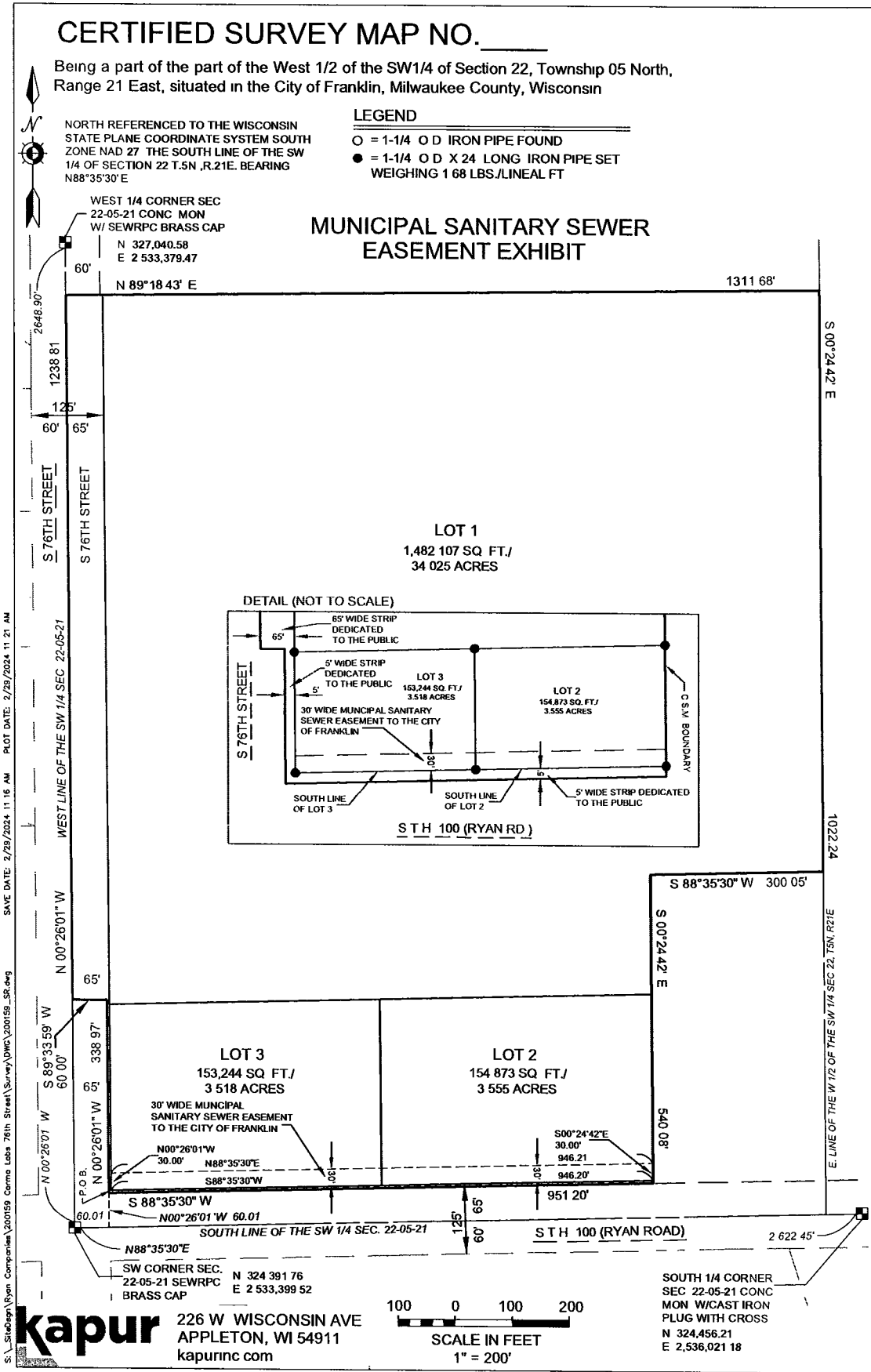
Being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North,  
Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

NORTH REFERENCED TO THE WISCONSIN  
STATE PLANE COORDINATE SYSTEM SOUTH  
ZONE NAD 27 THE SOUTH LINE OF THE SW  
1/4 OF SECTION 22 T.5N .R.21E. BEARING  
N88°35'30" E

### LEGEND

- = 1-1/4" O D IRON PIPE FOUND
- = 1-1/4" O D X 24" LONG IRON PIPE SET  
WEIGHING 168 LBS./LINEAL FT

## MUNICIPAL SANITARY SEWER EASEMENT EXHIBIT



S:\\_Subdgn\Ryan Companies\200159 Corne Labs 76th Street\Survey\DWG\200159\_SR.dwg SAVE DATE: 2/29/2024 11:16 AM PLOT DATE: 2/29/2024 11:21 AM

**kapur** 226 W WISCONSIN AVE  
APPLETON, WI 54911  
kapurinc.com

100 0 100 200  
SCALE IN FEET  
1" = 200'

SOUTH 1/4 CORNER  
SEC 22-05-21 CONC  
MON W/CAST IRON  
PLUG WITH CROSS  
N 324,456.21  
E 2,536,021.18

# EXHIBIT C DESCRIPTION OF EASEMENT

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North,  
Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

### MUNICIPAL SANITARY SEWER EASEMENT DESCRIPTION

Being a part of Lot 2 and Lot 3, of Certified Survey Map No \_\_\_\_\_, of Certified Survey Maps of the Milwaukee County Registry and described as follows:

Beginning at the southwest corner of said Lot 3 thence North 00°26'01" West, along the west line of said Lot 3, 30 00 feet, thence North 88°35'30" East, parallel with the south line of said Lots 2 and 3, 946 21 feet to the east line of said Lot 2 thence South 00°24'42" East along said east line, 30 00 feet to the southeast corner of said Lot 2 thence South 88°35'30" West along said south line of Lots 2 and 3 946 20 feet to the Point of Beginning

Containing 28 382 square feet / 0 652 acres of land more or less.

SAVE DATE: 2/29/2024, 11:16 AM PLOT DATE: 2/29/2024, 11:22 AM

S:\Stishugh\Ryan Companies\200159 Gamma Labs 76th Street\Survey\DWG\200159\_SS.dwg

**kapur** 226 W WISCONSIN AVE  
APPLETON, WI 54911  
kapunnc.com

THIS INSTRUMENT DRAFTED BY ERIK A. GUSTAFSON, KAPUR AND ASSOCIATES, INC.

## **STORM WATER MANAGEMENT ACCESS EASEMENT**

Carma Laboratories, Inc  
9410 South 76<sup>th</sup> Street  
Tax Key: 8849997000

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

### **WITNESSETH**

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the West ½ of the SW 1/4 of Section Twenty-Two (22), Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area")

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

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

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

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

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

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

\_\_\_\_\_  
Company Name

By. \_\_\_\_\_ (Seal)

Name & Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

ss

COUNTY OF \_\_\_\_\_

Before me personally appeared on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_

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

\_\_\_\_\_  
Secretary or Name printed

\_\_\_\_\_  
Notary Public  
( )  
My commission expires \_\_\_\_\_

CITY OF FRANKLIN

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

By \_\_\_\_\_  
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

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

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



EXHIBIT A  
DESCRIPTION OF PROPERTY

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the West 1/2 of the SW1/4 of Section 22 Township 05 North  
Range 21 East situated in the City of Franklin, Milwaukee County, Wisconsin

STORM WATER MANAGEMENT ACCESS EASEMENT PROPERTY DESCRIPTION

Lot 1, of Certified Survey Map No \_\_\_\_\_, of Certified Survey Maps of the Milwaukee County Registry

SAVE DATE: 3/11/2024 11:04 AM PLOT DATE: 3/11/2024 11:14 AM

S:\SR\Design\Plan Companies\200159 Corina Loba 76th Street\Survey\DWG\200159\_SR.dwg



226 W WISCONSIN AVE  
APPLETON, WI 54911  
kapurinc.com

# EXHIBIT B DEPICTION OF EASEMENT

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North,  
Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

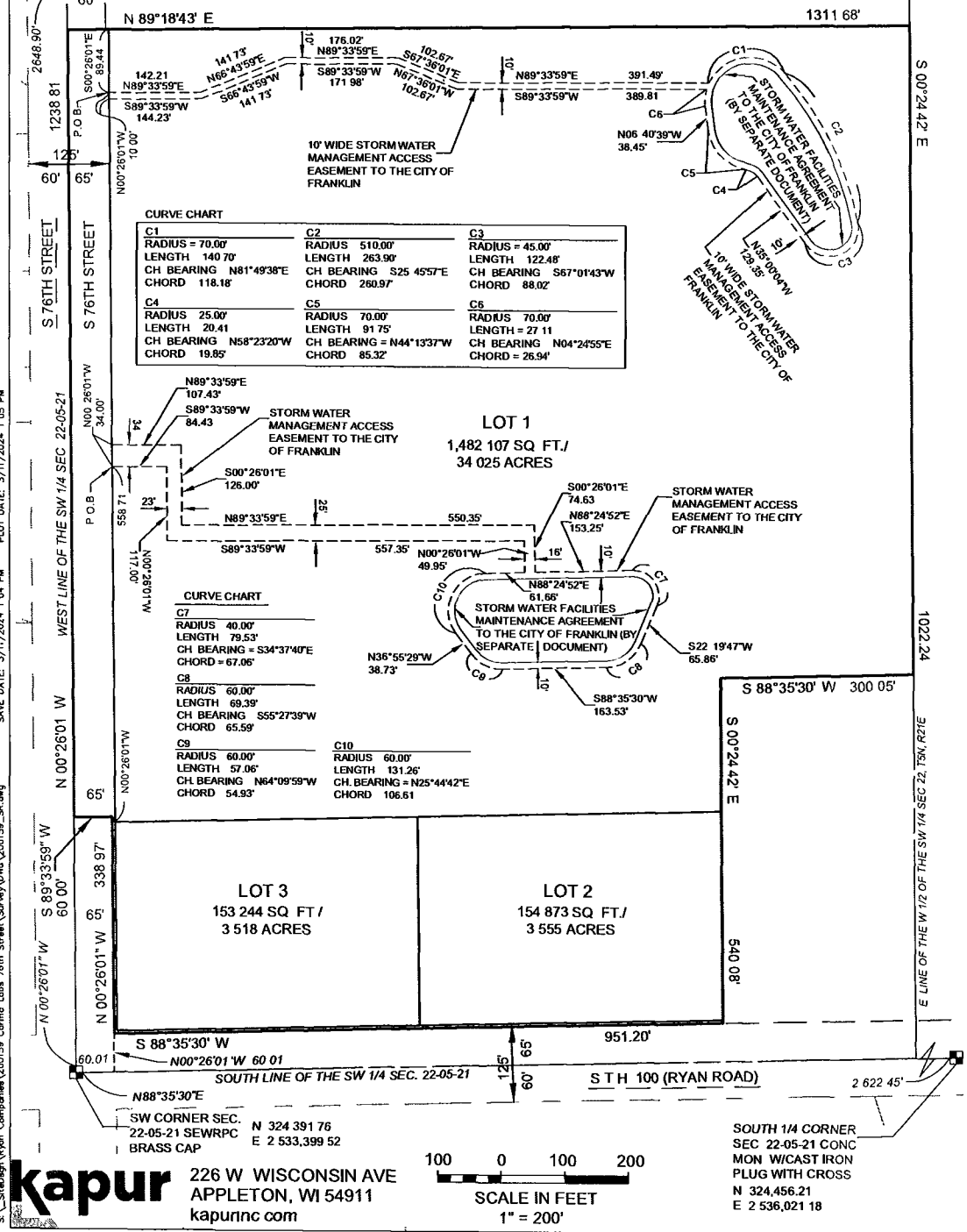
NORTH REFERENCED TO THE WISCONSIN  
STATE PLANE COORDINATE SYSTEM SOUTH  
ZONE NAD 27 THE SOUTH LINE OF THE SW  
1/4 OF SECTION 22 T.5N .R.21E. BEARING  
N88°35'30" E.

### LEGEND

- = 1-1/4" O D IRON PIPE FOUND
- = 1-1/4" O D X 24 LONG IRON PIPE SET  
WEIGHING 1 68 LBS./LINEAL FT

WEST 1/4 CORNER SEC  
22-05-21 CONC MON  
W/ SEWRPC BRASS CAP  
N 327 040.58  
E 2 533.379.47

## STORM WATER MANAGEMENT ACCESS EASEMENT EXHIBIT



<b>C1</b> RADIUS = 70.00' LENGTH 140.70' CH BEARING N81°49'38"E CHORD 118.18'	<b>C2</b> RADIUS 510.00' LENGTH 263.90' CH BEARING S25 49'57"E CHORD 260.97'	<b>C3</b> RADIUS = 45.00' LENGTH 122.46' CH BEARING S67°01'43"W CHORD 88.02'
<b>C4</b> RADIUS 25.00' LENGTH 20.41' CH BEARING N58°23'20"W CHORD 19.85'	<b>C5</b> RADIUS 70.00' LENGTH 91.75' CH BEARING = N44°13'37"W CHORD 85.32'	<b>C6</b> RADIUS 70.00' LENGTH = 27.11' CH BEARING N04°24'55"E CHORD = 26.94'

<b>C7</b> RADIUS 40.00' LENGTH 79.53' CH BEARING = S34°37'40"E CHORD = 67.06'	<b>C8</b> RADIUS 60.00' LENGTH 69.39' CH BEARING S55°27'39"W CHORD 65.59'	<b>C9</b> RADIUS 60.00' LENGTH 57.06' CH BEARING N64°09'59"W CHORD 54.93'	<b>C10</b> RADIUS 60.00' LENGTH 131.26' CH BEARING = N25°44'42"E CHORD 106.61'
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SAVE DATE: 3/11/2024 1 04 PM PLOT DATE: 3/11/2024 1 05 PM  
S:\StuDev\Ryan Companies\200159 Cerma Labs 76th Street\Survey\DWG\200159\_SR.dwg

**kapur** 226 W WISCONSIN AVE  
APPLETON, WI 54911  
kapurinc.com

100 0 100 200  
SCALE IN FEET  
1" = 200'

SOUTH 1/4 CORNER  
SEC 22-05-21 CONC  
MON W/CAST IRON  
PLUG WITH CROSS  
N 324,456.21  
E 2 536,021.18

THIS INSTRUMENT DRAFTED BY ERIK A. GUSTAFSON KAPUR AND ASSOCIATES, INC.

**EXHIBIT C  
DESCRIPTION OF EASEMENT**

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

Being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North,  
Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

**STORM WATER MANAGEMENT ACCESS EASEMENT DESCRIPTION**

Being a part of Lot 1, of Certified Survey Map No \_\_\_\_\_, of Certified Survey Maps of the Milwaukee County Registry and described as follows.

Commencing at the northwest corner of said Lot 1 thence South 00°26'01" East along the west line of said Lot 1, and the east line of S 76th Street 89 44 feet to the Point of Beginning, thence North 89°33'59" East, 142 21 feet thence North 66°43'59" East, 141 73 feet, thence North 89°33'59" East, 176 02 feet thence South 67°36'01" East 102 67 feet thence North 89°33'59" East, 391.49 feet to a point of curvature thence Northeasterly along the arc of a curve to the right, 140 70 feet, said curve having a radius of 70 00 feet and a chord bearing North 81°49'38" East 118 18 feet to a point of curvature thence Southeasterly along the arc of a curve to the right, 263 90 feet said curve having a radius of 510 00 feet and a chord bearing South 25°45'57" East 260 97 feet to a point of curvature thence Southwesterly along the arc of a curve to the right 122 48 feet, said curve having a radius of 45 00 feet and a chord bearing South 67°01'43" West, 88 02 feet; thence North 35°00'04 West, 129 35 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left, 20 41 feet, said curve having a radius of 25 00 feet and a chord bearing North 58°23'20" West, 19 85 feet to a point of reverse curvature thence Northwesterly along the arc of a curve to the right 91 75 feet said curve having a radius of 70 00 feet and a chord bearing North 44°13'37" West, 85 32 feet, thence North 06°40'39" West, 38 45 feet to a point of curvature thence Northeasterly along the arc of a curve to the right, 27 11 feet, said curve having a radius of 70 00 feet and a chord bearing North 04°24'55" East, 26 94 feet, thence South 89°33'59" West, 389 81 feet, thence North 67°36'01" West 102 67 feet thence South 89°33'59" West, 171 98 feet thence South 66°43'59" West, 141 73 feet, thence South 89°33'59" West, 144 23 feet to said west line of Lot 1 and said east line of S 76th Street thence North 00°26'01" West, along said west line of Lot 1 and said east line of S 76th Street 10 00 feet to the Point of Beginning

AND

Commencing at the southwest corner of said Lot 1 thence North 00°26'01" West along the west line of said Lot 1 and the east line of S 76th Street 588 71 feet to the Point of Beginning, thence continuing North 00°26'01" West, along said west line of said Lot 1 and said east line of S 76th Street 34 00 feet thence North 89°33'59" East, 107.43 feet thence South 00°26'01" East, 126 00 feet thence North 89°33'59" East 550 35 feet thence South 00°26'01" East, 74 63 feet thence North 88°24'52" East 153 25 feet to a point of curvature, thence Southeasterly along the arc of a curve to the right, 79 53 feet said curve having a radius of 40 00 feet and a chord bearing South 34°37'40" East 67 06 feet thence South 22°19'47" West 65 86 feet to a point of curvature thence Southwesterly along the arc of a curve to the right, 69 39 feet, said curve having a radius of 60 00 feet and a chord bearing South 55°27'39" West 65 59 feet; thence South 88°35'30" West 163 53 feet to a point of curvature thence Northwesterly along the arc of a curve to the right, 57 06 feet, said curve having a radius of 60 00 feet and a chord bearing North 64°09'59" West, 54 93 feet, thence North 36°55'29" West, 38 73 feet to a point of curvature, thence Northeasterly along the arc of a curve to the right 131.26 feet, said curve having a radius of 60 00 feet and a chord bearing North 25°44'42" East, 106 61 feet thence North 88°24'52" East, 61 66 feet, thence North 00°26'01" West, 49 95 feet, thence South 89°33'59" West, 557 35 feet, thence North 00°26'01" West, 117 00 feet thence South 89°33'59" West, 84 43 feet to said west line of said Lot 1 and said east line of S 76th Street and the Point of Beginning

Containing 116 016 square feet / 2 663 acres of land, more or less

SAVE DATE: 3/11/2024 11:04 AM PLOT DATE: 3/11/2024 11:16 AM

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226 W WISCONSIN AVE  
APPLETON, WI 54911  
kapurinc.com

**WATER MAIN EASEMENT**

Carma Laboratories, Inc  
9410 South 76<sup>th</sup> Street  
Tax Key: 8849997000

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

**WITNESSETH**

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

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the West 1/2 of the Southwest 1/4 of Section Twenty-Two (22), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

**UPON CONDITION**

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

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

- 14 If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
- 15 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
- 17 That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.



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

ON THIS DATE OF: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Name Printed

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name & Title Printed

STATE OF \_\_\_\_\_  
SS

COUNTY OF \_\_\_\_\_

Before me personally appeared on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above  
named \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Name printed) (Title) (Development)  
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as  
the voluntary act and deed of said corporation

\_\_\_\_\_  
Notary Public  
( )  
My commission expires \_\_\_\_\_

CITY OF FRANKLIN

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

By: \_\_\_\_\_  
Shirley J Roberts, City Clerk

STATE OF WISCONSIN  
SS  
COUNTY OF MILWAUKEE

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

\_\_\_\_\_  
Notary Public  
( )  
My commission expires \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF PROPERTY

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North,  
Range 21 East situated in the City of Franklin, Milwaukee County, Wisconsin

MUNICIPAL WATERMAIN EASEMENT PROPERTY DESCRIPTION

Lot 1 of Certified Survey Map No \_\_\_\_\_, of Certified Survey Maps of the Milwaukee County Registry

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226 W WISCONSIN AVE  
APPLETON, WI 54911  
kapurinc.com



EXHIBIT C  
DESCRIPTION OF EASEMENT

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North,  
Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

MUNICIPAL WATERMAIN EASEMENT DESCRIPTION

Being a part of Lot 1, of Certified Survey Map No \_\_\_\_\_, of Certified Survey Maps of the Milwaukee County Registry  
and described as follows.

Commencing at the northwest corner of said Lot 1, thence South 00°26'01" East along the west line of said Lot 1, and the east line of S 76th Street, 89 44 feet to the Point of Beginning, thence North 89°33'59" East, 11 05 feet, thence South 00°26'01" East, 5 00 feet thence North 89°33'59" East, 130 16 feet, thence North 66°43'59" East, 141 73 feet; thence North 89°33'59" East, 178 04 feet, thence South 67°36'01" East, 102 67 feet thence North 89°33'59" East, 298 69 feet; thence South 45°26'01" East, 84 85 feet, thence South 00°26'01" East, 443 48 feet thence South 44°33'59" West, 76 87 feet, thence South 89°33'59" West, 848 82 feet to said west line of Lot 1, and said east line of S 76th Street thence North 00°26'01" West, along said west line of Lot 3, and along said east line of S 76th Street, 20 00 feet, thence North 89°33'59" East, 112 38 feet thence North 00°26'01" West 13 50 feet thence North 89°33'59" East, 20 00 feet, thence South 00°26'01" East, 13 50 feet thence North 89°33'59" East 154 00 feet, thence North 00°26'01" West, 16 50 feet; thence North 89°33'59" East, 20 00 feet thence South 00°26'01" East 16 50 feet, thence North 89°33'59" East, 172.80 feet; thence North 00°26'01" West, 16 50 feet, thence North 89°33'59" East, 20 00 feet, thence South 00°26'01" East 16 50 feet thence North 89°33'59" East, 169 00 feet thence North 00°26'01" West 16 50 feet thence North 89°33'59" East, 20 00 feet thence South 00°26'01" East, 16 50 feet; thence North 89°33'59" East 152 36 feet, thence North 44°33'59" East, 60 31 feet, North 00°26'01" West, 45 86 feet, thence South 89°33'59" West, 15 00 feet, thence North 00°26'01" West, 20 00 feet thence North 89°33'59" East 15 00 feet North 00°26'01" West 280 00 feet thence South 89°33'59" West, 15 00 feet thence North 00°26'01" West 20 00 feet thence North 89°33'59" East 15 00 feet, North 00°26'01" West 61 06 feet thence North 45°26'01" West 68 28 feet, thence South 89°33'59" West, 104 17 feet, thence South 00°26'01" East, 19 39 feet thence South 89°33'59" West, 20 00 feet, thence North 00°26'01" West 19 39 feet thence South 89°33'59" West 170 27 feet, thence North 67°36'01" West 100.48 feet, thence South 00°26'01" East, 14 15 feet, thence South 89°33'59" West 20 00 feet, thence North 00°26'01" West, 15 00 feet thence South 89°33'59" West 151 98 feet, thence South 66°43'59" West 42 72 feet thence South 23°16'01" East, 23 12 feet thence South 66°43'59" West, 20 00 feet, thence North 23°16'01" West 23 12 feet, thence South 66°43'59" West, 79 02 feet thence South 89°33'59" West, 145.24 feet to said west line of Lot 1 and said east line of S 76th Street; thence North 00°26'01" West, along said west line of Lot 3, and along said east line of S 76th Street, 25 00 feet to the Point of Beginning

Containing 48,729 square feet / 1 119 acres of land more or less

SAVE DATE: 2/29/2024 4:17 PM PLOT DATE: 2/29/2024 4:23 PM

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  3/19/2024
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>FIREWORKS APPLICATION ADJUSTMENTS TO COMPLY WITH STATE LAW AND RECOMMENDED FEE REVISION</b>	<b>ITEM NUMBER</b>  M.21.

**BACKGROUND**

The licensing committee reviewed the fireworks permit on several agendas in 2022. Numerous items were noted, including 1) non-compliance with WI stat §167.10, specifically the requirement of one application per event, 2) updating the application submission deadline to be compliant with current Municipal Code §133-14A(4)(d)(2), and 2) the permit review fee seemed unreasonably low given today's expenses. The current application fee is \$50 (non-refundable).

**Chapter 133. Fire Prevention, Protection and Control**

**§ 133-17. Fees.**

- A. Fees shall be established for permits and shall be payable to the municipality. Fees are subject to change
- B. Permit fees The fees established in Table 133-17A apply to permits required by this code.

**Table 133-17A**

<b>Permit</b>	<b>Fee</b>
Bonfires	\$50 per fire
Open burning	\$15 per year
Blasting	\$100 per project
Fireworks	\$50 per event
Addition, alteration, or removal of 1 to 20 sprinkler heads or alarm components to an existing system	\$50 per project
Installation of any fire protection system, including fire sprinkler, fire alarm, wet chemical, clean agent, water mist, or other	\$100 per project; in addition to any plan review and inspection fees charged by authorized third party contracted plan review consultant

The licensing committee recommended to the council on Jan 3, 2023, to send the fireworks ordinance draft changes to the City Attorney with the draft application and to hold a discussion of extraordinary events for review until the clerk can set up a special meeting.

**FISCAL NOTE**

The Licensing Committee recommended increasing the Fireworks fee to adjust accordingly to cover the current wages of staff time and resources used when processing fireworks applications. The municipal code will need to be revised if the Council approves a revised application fee.

**RECOMMENDATION**

This remnant of the previous administration requires the council's attention and further direction. Since half of the Council was on the Common Council, it is now before the Council for review and direction. The council's input is requested due to the upcoming fireworks season.

**MOTION**

Motion to approve a revised application fee; council to determine the amount and to authorize the use of the draft permit application upon final review by the City Attorney.

TEMPORARY  
LIMITED EASEMENT  
OF ST. MARTIN OF  
TOURS CHURCH  
TRAIL

G.9. Alderman Nelson moved to authorize the Mayor and City Clerk to execute a temporary limited easement for Investigation of St. Martin of Tours Church Trail-7963 South 116th Street (TKN 798-9988-001), and Alderman Nelson, as the alderman would like to be involved in this and be made aware of things as they proceed. Seconded by Alderman Barber. All voted Aye; motion carried.

RESCHEDULING OF  
COMMON COUNCIL  
MEETINGS

G.10. Alder Barber moved to reschedule the Common Council meeting of February 21, 2023 to February 20, 2023 due to the Spring Primary Election and reschedule the Common Council meeting of April 4, 2023 to April 3, 2023 due to the Spring Election. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

CLOSED SESSION  
TID NO. 8  
SAPUTO CHEESE

G.11. Alderwoman Wilhelm moved to table until 1/17/23 meeting. Seconded by Alderman Nelson. All voted Aye; motion carried.

LICENSE COMM.  
RECOMMENDATIONS

H. Alderwoman Eichmann moved to approve the following licenses:

Grant 2022-2023 Operator License to: Abi Masloroff, Darren Phouthakhio;

To review and consider Police Incident Reports and to suspend rules to allow public input;

To send fireworks ordinance draft changes to City Attorney with draft application; and

To hold discussion of extra ordinary events for review until clerk can set up special meeting.

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

VOUCHERS AND  
PAYROLL

I. Alderman Holpfer moved to approve City vouchers with an ending date of January 2, 2023, in the amount of \$2,868,288.71 and Property Tax disbursements with an ending date of December 30, 2022 in the amount of \$11,500,000 and payroll dated December 30, 2022 in the amount of \$454,768.36 and payments of the various payroll deductions in the amount of \$436,211.39, plus City matching payments and estimated payroll dated January 13, 2023 in the amount of \$505,000 and payments of the various payroll deductions in the amount of \$300,000, plus City matching payments and approval to release temporary investment to ADM in the amount of \$9,500,000. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Barber moved to adjourn the meeting of the Common Council at 8:19 p.m. Seconded by Alderman Holpfer. All voted Aye; motion carried.



## FIREWORKS PERMIT APPLICATION

THIS APPLICATION MUST BE SUBMITTED AT LEAST 14 DAYS PRIOR TO THE DATE OF DISPLAY



**Applicant's Name or Group Name:** \_\_\_\_\_ **Date :** \_\_\_\_\_

**Date of Fireworks Display :** \_\_\_\_\_

The Attorney General's Office has determined that the permit must give a single specific date on which the fireworks may be used. A separate permit is required for each date and location. Pursuant to City of Franklin Municipal Code, fireworks are only permitted on Fridays and Saturdays, except for July 2,3,4, or 5, between the hours of 8 00 am and 10 30 pm

**Location of Fireworks Display:**

\_\_\_\_\_  
\_\_\_\_\_

**Property Owner's Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Public or Private Display?** \_\_\_\_\_ **# of Attendees?** \_\_\_\_\_

**Name of person(s) discharging fireworks:** \_\_\_\_\_

**The following fireworks will be displayed:**

State law requires this permit to specify the kind and quality of fireworks. The Wisconsin Department of Justice has determined that the term "Class C" does not satisfy the requirement. No mortar salutes shall be permitted

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that I am familiar with all Federal laws, State of Wisconsin Statutes, & local ordinances and municipal codes pertaining to the display of fireworks, and if granted said permit, do agree with and obey all provisions thereof

I as the applicant understand that the issuance of a permit creates no legal liability, expressed or implied, on the Franklin Fire Department or the City of Franklin, and I certify that the above information is accurate.

**Applicant's Signature.** \_\_\_\_\_ **Date** \_\_\_\_\_

**Fee: \$150 paid**

**Proof of indemnity bond or liability insurance provided**

**Permit Issued By.** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Wis.Stat §167.10(3)(f)2 allows the purchase of fireworks on dates.** \_\_\_\_\_

Pursuant to City of Franklin Municipal Code, a copy of this permit along with proof of indemnity bond or liability insurance shall be filed with the City Clerk at least 48 hours prior to the date of the fireworks display. Any violation of this permit is subject to penalties outlined in § 133.18 of the City of Franklin Municipal Code

**Franklin Fire Department :**  
8901 W. Drexel Ave., Franklin, WI 53132-9725  
414-425-1420 / fax: 414-425-7067

# FIREWORKS EVENT PERMIT APPLICATION

Note: Permits will only be granted upon approval from BOTH the Franklin Fire Department and the City of Franklin Licensing Committee.



## Submit Application to:

Franklin Fire Department  
8901 W. Drexel Ave.  
Franklin, WI 53132

Make checks payable to: **City of Franklin**  
Permit fee is **\$50.00** and is non-refundable.

For questions, or to contact a fire inspector, call Franklin Fire at (414) 425 1420 for assistance with completing this application

Complete sections A - D. It is mandatory that all applicable information be completed. Inaccurate information may result in suspension or revocation of this permit.

### SECTION A: Event Site Information

Date of event \_\_\_\_\_ Reason for display \_\_\_\_\_  
Site Name (if applicable) \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Owner's Name \_\_\_\_\_

### SECTION B: Applicant/Permit Holder Information

Organization Legal Name \_\_\_\_\_  
Trade Name (Doing Business As) \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Local Contact Person \_\_\_\_\_  
Local Contact Phone \_\_\_\_\_ Local Contact E mail \_\_\_\_\_

### SECTION C: Pyrotechnic Company (Responsible Party) Information

Contact person \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Contact Phone \_\_\_\_\_ Contact E-mail \_\_\_\_\_

### SECTION D: Attestation and Signature

By signing this application, you acknowledge and agree to comply with Franklin Municipal Code (Chapter 133), Wisconsin Administrative Codes and the NFPA 1123  
The statements made in this application are true to the best of my knowledge

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Responsible Party must provide proof of ATF licensure to store and transport explosives under 27 CFR § 555** [https://www.atf.gov/explosives/docs/report/publication\\_federal\\_explosives\\_laws\\_and\\_regulations\\_atf\\_p-54007/download](https://www.atf.gov/explosives/docs/report/publication_federal_explosives_laws_and_regulations_atf_p-54007/download)

**Responsible Party must provide Certificate of Insurance specific to the date of event indemnifying the City of Franklin as an additional insured in the amount of not less than \$1,000,000.**

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> <b>March 19, 2024</b>
Reports & Recommendations	<b>A Resolution to Award UPI, LLC a Contract to Construct 2024 Sump Pump Project in the Amount of \$1,415,839.00</b>	<b>ITEM NO.</b> <b>Ald. Dist. 2</b> <b>4.20.</b>

**BACKGROUND**

On November 7, 2023, the Common Council directed Staff to bid out Private Property Inflow and Infiltration (PPII) projects for Willow Pointe Estates and the Lake Pointe Estates.

**ANALYSIS**

The bids were organized with a base bid and eleven alternates. Two bids were received on December 4, 2023 and UPI LLC was the apparent lowest responsive and responsible bidder. Staff has been working with Milwaukee Metropolitan Sewerage District (MMSD) on how to finance 100% of the project with MMSD funds. It appears that with the 2024 allocation for PPII funds earmarked for the City of Franklin and awaiting MMSD Commission approval (in the works), all eleven alternates may be awarded.

Clark Dietz, the engineer for the project has prepared the bid evaluation and recommends that UPI be selected for the work. UPI also provided a letter holding their bid past the time allowed in the bid documents with the caveat of being flexible on the completion times- Staff is agreeable.

Staff is proposing to award the bid to UPI, contingent upon full funding approval from MMSD (expected by the end of April). UPI can proceed to prepare for the project and Staff can contact affected residents with update information and prepare them for the project this summer.

**OPTIONS:**

- A. Award project to UPI, contingent upon full funding from MMSD
- B. Other direction to Staff.

**FISCAL NOTE**

The 2024 Budget includes \$500,000 in Fund 61 PPII Storm Laterals. This is 100% funded with MMSD funds, but a budget amendment will be needed to cover the increased cost of the project-again fully reimbursable by MMSD.

Note that a contract amendment for the consultant to perform construction services is forthcoming (likewise fully funded with MMSD funding).

**RECOMMENDATION**

(Option A) Adopt Resolution 2024-\_\_\_\_ a resolution to award UPI, LLC a contract to construct 2024 Sump Pump Project in the amount of \$1,415,839.00, contingent on full funding by Milwaukee Metropolitan Sewerage District.

And direct Staff to return with a Budget Amendment to fully fund the project.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- \_\_\_\_\_

A RESOLUTION TO AWARD UPI, LLC A CONTRACT TO CONSTRUCT  
2024 SUMP PUMP PROJECT IN THE AMOUNT OF \$1,415,839.00

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WHEREAS, clear water discharges from sump pumps are a problem to sanitary sewer systems and of the many Franklin neighborhoods with this problem, Franklin decided to address this concern in two neighborhoods in 2024, notably the Willow Pointe Estates and the Lake Pointe Estates neighborhoods; and

WHEREAS, the City of Franklin advertised and solicited bids for the 2024 Sump Pump Project as part of the Milwaukee Metropolitan Sewerage District (MMSD) program to address Private Property Inflow and Infiltration (PPII); and

WHEREAS, two bids were received on December 4, 2023, and UPI, LLC. was the lowest responsive and responsible bidder; and

WHEREAS, UPI, LLC. is a responsible and qualified public works contractor; and

WHEREAS, the project is expected to be fully funded using MMSD funds earmarked for the City of Franklin in the PPII program; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 2024 Sump Pump Project to UPI, LLC; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with UPI, LLC on behalf of the City.

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

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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






**OVERVIEW OF PROPOSED STORM SEWER  
EXTENSION & PRIVATE PROPERTY  
LATERAL PROJECT (PPIII)**



WILLOW POINTE ESTATES

SHEET NUMBER <b>7</b>	DRAWING TITLE <b>STORM SEWER EXTENSION &amp; PRIVATE PROPERTY LATERAL OVERVIEW AREA</b>	PROJECT TITLE <b>CITY OF FRANKLIN - 2023 PPII SUMP DRAIN COLLECT</b>	 <p>250 N. WILLOW STREET MILWAUKEE, WI 53202 WWW.CLARKDIETZ.COM</p>
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**OVERVIEW OF PROPOSED STORM SEWER  
EXTENSION & PRIVATE PROPERTY  
LATERAL PROJECT (PPII)**



Lake Pointe Estates

DATE PLOTTED: 10/20/2023 2:38 PM

DRAWING TITLE <b>STORM SEWER EXTENSION &amp; PRIVATE PROPERTY LATERAL OVERVIEW AREA</b>	PROJECT TITLE <b>CITY OF FRANKLIN - 2023 PPII SUMP DRAIN COLLECT</b>	DRAWING NO. <b>F0520040</b>	<b>ClarkDietz</b> <small>8750 150 N. WILLOWHURST STREET SUITE 654 WILLOWHURST, VT 05097 PHONE 1-800-368-3333 WWW.CLARKDIETZ.COM</small>
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December 15th, 2023

Glen Morrow  
City Engineer  
City of Franklin  
9929 W Loomis Rd  
Franklin, WI 53132

Re: 2024 PPII Sump Pump Project

Dear Glen,

We reviewed and tabulated the bids received for the 2024 PPII Sump Pump Project and confirmed UPI Underground is the low bidder for this project. The bid tab for this project is attached.

The base bid totals received are as follows:

UPI Underground.:	\$ 1,006,624.00
Mid City Corp. :	\$ 1,180,075.00

The base bid + all eleven (11) alternate bids totals received are as follows:

UPI Underground.:	\$ 1,415,839.00
Mid City Corp. :	\$ 1,659,975.00

Clark Dietz recommends the City of Franklin award the 2024 PPII Sump Pump Project contract to UPI Underground for the base bid plus all eleven (11) alternates in the amount of \$1,415,839 with the assumption the MMSD funds are available to fully fund the project.

UPI Underground is an established contractor in the area and has performed well on other similar construction projects for MMSD and municipalities in Southeast Wisconsin.

If you have any questions or require additional information regarding this matter, please contact our office.

Sincerely,

Christopher Beyer, PE  
City Engineer  
Clark Dietz, Inc.

**Project M10005FR01  
2024 PPII Sump Pump**

Bid Opening Date and Time: December 4th, 2023 @ 11:00 am

				UPI		Mid City	
Item #	Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	3525	LF	\$ 96.00	\$ 338,400.00	\$ 116.00	\$ 408,900.00
2	8-Inch Storm Sewer, PVC	2860	LF	\$ 101.00	\$ 288,860.00	\$ 120.00	\$ 343,200.00
3	12-Inch Pipe Remove and Reinstall	16	LF	\$ 220.00	\$ 3,520.00	\$ 200.00	\$ 3,200.00
4	15-Inch Pipe Remove and Reinstall	8	LF	\$ 225.00	\$ 1,800.00	\$ 210.00	\$ 1,680.00
5	18-Inch Pipe Remove and Reinstall	24	LF	\$ 210.00	\$ 5,040.00	\$ 230.00	\$ 5,520.00
6	12-Inch Storm Sewer, RCP	12	LF	\$ 267.00	\$ 3,204.00	\$ 250.00	\$ 3,000.00
7	Sump Pump Connection	58	EA	\$ 585.00	\$ 33,930.00	\$ 750.00	\$ 43,500.00
8	Private Sump Pump Check Valve	10	EA	\$ 345.00	\$ 3,450.00	\$ 750.00	\$ 7,500.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neenah R-2564)	32	EA	\$ 3,245.00	\$ 103,840.00	\$ 3,750.00	\$ 120,000.00
10	Inlets 3-FT Diameter, Including Frame & Grate (Neenah R-2564 )	7	EA	\$ 3,740.00	\$ 26,180.00	\$ 4,250.00	\$ 29,750.00
11	Connection to Existing Storm Structure	26	EA	\$ 645.00	\$ 16,770.00	\$ 500.00	\$ 13,000.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	3880	SY	\$ 33.00	\$ 128,040.00	\$ 25.00	\$ 97,000.00
13	Remove & Replace Concrete Curb & Gutter	10	LF	\$ 70.00	\$ 700.00	\$ 100.00	\$ 1,000.00
14	Remove & Replace Concrete Sidewalk	295	SF	\$ 11.00	\$ 3,245.00	\$ 15.00	\$ 4,425.00
15	Remove & Replace Concrete Driveway	530	SY	\$ 89.00	\$ 47,170.00	\$ 180.00	\$ 95,400.00
16	HMA Pavement Patch	15	SY	\$ 165.00	\$ 2,475.00	\$ 200.00	\$ 3,000.00
<b>TOTAL</b>				<b>\$</b>	<b>1,006,624.00</b>	<b>\$</b>	<b>1,180,075.00</b>

Highlighted Yellow: Corrected Error



**Project M10005FR01  
2024 PPII Sump Pump**

Bid Opening Date and Time: December 4th, 2023 @ 11:00 am

				UPI		Mid City	
Item #	Alternate 1 Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	75	LF	\$ 96.00	\$ 7,200.00	\$ 116.00	\$ 8,700.00
7	Sump Pump Connection	1	EA	\$ 585.00	\$ 585.00	\$ 750.00	\$ 750.00
11	Connection to Existing Storm Structure	1	EA	\$ 645.00	\$ 645.00	\$ 500.00	\$ 500.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	50	SY	\$ 33.00	\$ 1,650.00	\$ 25.00	\$ 1,250.00
<b>TOTAL</b>				<b>\$ 10,080.00</b>		<b>\$ 11,200.00</b>	

				UPI		Mid City	
Item #	Alternate 2 Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	200	LF	\$ 96.00	\$ 19,200.00	\$ 116.00	\$ 23,200.00
2	8-Inch Storm Sewer, PVC	330	LF	\$ 101.00	\$ 33,330.00	\$ 120.00	\$ 39,600.00
7	Sump Pump Connection	4	EA	\$ 585.00	\$ 2,340.00	\$ 750.00	\$ 3,000.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neenah R-2564)	2	EA	\$ 3,245.00	\$ 6,490.00	\$ 3,750.00	\$ 7,500.00
11	Connection to Existing Storm Structure	1	EA	\$ 645.00	\$ 645.00	\$ 500.00	\$ 500.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	300	SY	\$ 33.00	\$ 9,900.00	\$ 25.00	\$ 7,500.00
15	Remove & Replace Concrete Driveway	50	SY	\$ 89.00	\$ 4,450.00	\$ 180.00	\$ 9,000.00
<b>TOTAL</b>				<b>\$ 76,355.00</b>		<b>\$ 90,300.00</b>	

				UPI		Mid City	
Item #	Alternate 3 Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	75	LF	\$ 96.00	\$ 7,200.00	\$ 116.00	\$ 8,700.00
2	8-Inch Storm Sewer, PVC	140	LF	\$ 101.00	\$ 14,140.00	\$ 120.00	\$ 16,800.00
7	Sump Pump Connection	2	EA	\$ 585.00	\$ 1,170.00	\$ 750.00	\$ 1,500.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neenah R-2564)	2	EA	\$ 3,245.00	\$ 6,490.00	\$ 3,750.00	\$ 7,500.00
11	Connection to Existing Storm Structure	1	EA	\$ 645.00	\$ 645.00	\$ 500.00	\$ 500.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	140	SY	\$ 33.00	\$ 4,620.00	\$ 25.00	\$ 3,500.00
15	Remove & Replace Concrete Driveway	15	SY	\$ 89.00	\$ 1,335.00	\$ 180.00	\$ 2,700.00
<b>TOTAL</b>				<b>\$ 35,600.00</b>		<b>\$ 41,200.00</b>	



**Project M10005FR01  
2024 PPII Sump Pump**

Bid Opening Date and Time: December 4th, 2023 @ 11:00 am

Item #	Alternate 4 Description	Qty	Unit	UPI		Mid City	
				Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	90	LF	\$ 96.00	\$ 8,640.00	\$ 116.00	\$ 10,440.00
2	8-Inch Storm Sewer, PVC	105	LF	\$ 101.00	\$ 10,605.00	\$ 120.00	\$ 12,600.00
7	Sump Pump Connection	2	EA	\$ 585.00	\$ 1,170.00	\$ 750.00	\$ 1,500.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neenah R-2564)	2	EA	\$ 3,245.00	\$ 6,490.00	\$ 3,750.00	\$ 7,500.00
11	Connection to Existing Storm Structure	1	EA	\$ 645.00	\$ 645.00	\$ 500.00	\$ 500.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	120	SY	\$ 33.00	\$ 3,960.00	\$ 25.00	\$ 3,000.00
14	Remove & Replace Concrete Sidewalk	50	SF	\$ 11.00	\$ 550.00	\$ 15.00	\$ 750.00
15	Remove & Replace Concrete Driveway	35	SY	\$ 89.00	\$ 3,115.00	\$ 180.00	\$ 6,300.00
<b>TOTAL</b>				<b>\$ 35,175.00</b>		<b>\$ 42,590.00</b>	

Item #	Alternate 5 Description	Qty	Unit	UPI		Mid City	
				Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	75	LF	\$ 96.00	\$ 7,200.00	\$ 116.00	\$ 8,700.00
2	8-Inch Storm Sewer, PVC	130	LF	\$ 101.00	\$ 13,130.00	\$ 120.00	\$ 15,600.00
7	Sump Pump Connection	2	EA	\$ 585.00	\$ 1,170.00	\$ 750.00	\$ 1,500.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neenah R-2564)	2	EA	\$ 3,245.00	\$ 6,490.00	\$ 3,750.00	\$ 7,500.00
11	Connection to Existing Storm Structure	1	EA	\$ 645.00	\$ 645.00	\$ 500.00	\$ 500.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	90	SY	\$ 33.00	\$ 2,970.00	\$ 25.00	\$ 2,250.00
14	Remove & Replace Concrete Sidewalk	25	SF	\$ 11.00	\$ 275.00	\$ 15.00	\$ 375.00
<b>TOTAL</b>				<b>\$ 31,880.00</b>		<b>\$ 36,425.00</b>	

Item #	Alternate 6 Description	Qty	Unit	UPI		Mid City	
				Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	140	LF	\$ 96.00	\$ 13,440.00	\$ 116.00	\$ 16,240.00
2	8-Inch Storm Sewer, PVC	100	LF	\$ 101.00	\$ 10,100.00	\$ 120.00	\$ 12,000.00
7	Sump Pump Connection	2	EA	\$ 585.00	\$ 1,170.00	\$ 750.00	\$ 1,500.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neenah R-2564)	2	EA	\$ 3,245.00	\$ 6,490.00	\$ 3,750.00	\$ 7,500.00
11	Connection to Existing Storm Structure	1	EA	\$ 645.00	\$ 645.00	\$ 500.00	\$ 500.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	110	SY	\$ 33.00	\$ 3,630.00	\$ 25.00	\$ 2,750.00
15	Remove & Replace Concrete Driveway	20	SY	\$ 89.00	\$ 1,780.00	\$ 180.00	\$ 3,600.00
<b>TOTAL</b>				<b>\$ 37,255.00</b>		<b>\$ 44,090.00</b>	



**Project M10005FR01  
2024 PPII Sump Pump**

Bid Opening Date and Time: December 4th, 2023 @ 11:00 am

				UPI		Mid City	
Item #	Alternate 7 Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	100	LF	\$ 96.00	\$ 9,600.00	\$ 116.00	\$ 11,600.00
2	8-Inch Storm Sewer, PVC	50	LF	\$ 101.00	\$ 5,050.00	\$ 120.00	\$ 6,000.00
7	Sump Pump Connection	2	EA	\$ 585.00	\$ 1,170.00	\$ 750.00	\$ 1,500.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neenah R-2564)	2	EA	\$ 3,245.00	\$ 6,490.00	\$ 3,750.00	\$ 7,500.00
11	Connection to Existing Storm Structure	1	EA	\$ 645.00	\$ 645.00	\$ 500.00	\$ 500.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	100	SY	\$ 33.00	\$ 3,300.00	\$ 25.00	\$ 2,500.00
14	Remove & Replace Concrete Sidewalk	50	SF	\$ 11.00	\$ 550.00	\$ 15.00	\$ 750.00
<b>TOTAL</b>				<b>\$ 26,805.00</b>		<b>\$ 30,350.00</b>	

				UPI		Mid City	
Item #	Alternate 8 Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	95	LF	\$ 96.00	\$ 9,120.00	\$ 116.00	\$ 11,020.00
2	8-Inch Storm Sewer, PVC	110	LF	\$ 101.00	\$ 11,110.00	\$ 120.00	\$ 13,200.00
7	Sump Pump Connection	2	EA	\$ 585.00	\$ 1,170.00	\$ 750.00	\$ 1,500.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neenah R-2564)	2	EA	\$ 3,245.00	\$ 6,490.00	\$ 3,750.00	\$ 7,500.00
11	Connection to Existing Storm Structure	1	EA	\$ 645.00	\$ 645.00	\$ 500.00	\$ 500.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	125	SY	\$ 33.00	\$ 4,125.00	\$ 25.00	\$ 3,125.00
15	Remove & Replace Concrete Driveway	20	SY	\$ 89.00	\$ 1,780.00	\$ 180.00	\$ 3,600.00
<b>TOTAL</b>				<b>\$ 34,440.00</b>		<b>\$ 40,445.00</b>	

				UPI		Mid City	
Item #	Alternate 9 Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	75	LF	\$ 96.00	\$ 7,200.00	\$ 116.00	\$ 8,700.00
2	8-Inch Storm Sewer, PVC	105	LF	\$ 101.00	\$ 10,605.00	\$ 120.00	\$ 12,600.00
7	Sump Pump Connection	2	EA	\$ 585.00	\$ 1,170.00	\$ 750.00	\$ 1,500.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neenah R-2564)	2	EA	\$ 3,245.00	\$ 6,490.00	\$ 3,750.00	\$ 7,500.00
11	Connection to Existing Storm Structure	1	EA	\$ 645.00	\$ 645.00	\$ 500.00	\$ 500.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	110	SY	\$ 33.00	\$ 3,630.00	\$ 25.00	\$ 2,750.00
15	Remove & Replace Concrete Driveway	15	SY	\$ 89.00	\$ 1,335.00	\$ 180.00	\$ 2,700.00
<b>TOTAL</b>				<b>\$ 31,075.00</b>		<b>\$ 36,250.00</b>	



**Project M10005FR01  
2024 PPII Sump Pump**

Bid Opening Date and Time: December 4th, 2023 @ 11:00 am

				UPI		Mid City	
Item #	Alternate 10 Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	150	LF	\$ 96.00	\$ 14,400.00	\$ 116.00	\$ 17,400.00
2	8-Inch Storm Sewer, PVC	115	LF	\$ 101.00	\$ 11,615.00	\$ 120.00	\$ 13,800.00
3	12-Inch Pipe Remove and Reinstall	8	LF	\$ 220.00	\$ 1,760.00	\$ 200.00	\$ 1,600.00
7	Sump Pump Connection	3	EA	\$ 585.00	\$ 1,755.00	\$ 750.00	\$ 2,250.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neeah R-2564)	2	EA	\$ 3,245.00	\$ 6,490.00	\$ 3,750.00	\$ 7,500.00
10	Inlets 3-FT Diameter, Including Frame & Grate (Neeah R-2564 )	1	EA	\$ 3,740.00	\$ 3,740.00	\$ 4,250.00	\$ 4,250.00
11	Connection to Existing Storm Structure	1	EA	\$ 645.00	\$ 645.00	\$ 500.00	\$ 500.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	150	SY	\$ 33.00	\$ 4,950.00	\$ 25.00	\$ 3,750.00
15	Remove & Replace Concrete Driveway	40	SY	\$ 89.00	\$ 3,560.00	\$ 180.00	\$ 7,200.00
<b>TOTAL</b>				\$	<b>48,915.00</b>	\$	<b>58,250.00</b>

				UPI		Mid City	
Item #	Alternate 11 Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	150	LF	\$ 96.00	\$ 14,400.00	\$ 116.00	\$ 17,400.00
2	8-Inch Storm Sewer, PVC	115	LF	\$ 101.00	\$ 11,615.00	\$ 120.00	\$ 13,800.00
7	Sump Pump Connection	3	EA	\$ 585.00	\$ 1,755.00	\$ 750.00	\$ 2,250.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neeah R-2564)	2	EA	\$ 3,245.00	\$ 6,490.00	\$ 3,750.00	\$ 7,500.00
11	Connection to Existing Storm Structure	1	EA	\$ 645.00	\$ 645.00	\$ 500.00	\$ 500.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	150	SY	\$ 33.00	\$ 4,950.00	\$ 25.00	\$ 3,750.00
15	Remove & Replace Concrete Driveway	20	SY	\$ 89.00	\$ 1,780.00	\$ 180.00	\$ 3,600.00
<b>TOTAL</b>				\$	<b>41,635.00</b>	\$	<b>48,800.00</b>

Highlighted Yellow: Corrected Error

**Project M10005FR01  
2024 PPII Sump Pump**

Bid Opening Date and Time: December 4th, 2023 @ 11:00 am

				UPI		Mid City	
Item #	Total Base + ALL (11) Alternates	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
1	6-Inch Storm Sewer Lateral, PVC	4750	LF	\$ 96.00	\$ 456,000.00	\$ 116.00	\$ 551,000.00
2	8-Inch Storm Sewer, PVC	4160	LF	\$ 101.00	\$ 420,160.00	\$ 120.00	\$ 499,200.00
3	12-Inch Pipe Remove and Reinstall	24	LF	\$ 220.00	\$ 5,280.00	\$ 200.00	\$ 4,800.00
4	15-Inch Pipe Remove and Reinstall	8	LF	\$ 225.00	\$ 1,800.00	\$ 210.00	\$ 1,680.00
5	18-Inch Pipe Remove and Reinstall	24	LF	\$ 210.00	\$ 5,040.00	\$ 230.00	\$ 5,520.00
6	12-Inch Storm Sewer, RCP	12	LF	\$ 267.00	\$ 3,204.00	\$ 250.00	\$ 3,000.00
7	Sump Pump Connection	83	EA	\$ 585.00	\$ 48,555.00	\$ 750.00	\$ 62,250.00
8	Private Sump Pump Check Valve	10	EA	\$ 345.00	\$ 3,450.00	\$ 750.00	\$ 7,500.00
9	Inlets 2-FT Diameter, Including Frame & Grate (Neenah R-2564)	52	EA	\$ 3,245.00	\$ 168,740.00	\$ 3,750.00	\$ 195,000.00
10	Inlets 3-FT Diameter, Including Frame & Grate (Neenah R-2564 )	8	EA	\$ 3,740.00	\$ 29,920.00	\$ 4,250.00	\$ 34,000.00
11	Connection to Existing Storm Structure	37	EA	\$ 645.00	\$ 23,865.00	\$ 500.00	\$ 18,500.00
12	4-Inch Compacted Topsoil & Sod Restoration (with Watering)	5325	SY	\$ 33.00	\$ 175,725.00	\$ 25.00	\$ 133,125.00
13	Remove & Replace Concrete Curb & Gutter	10	LF	\$ 70.00	\$ 700.00	\$ 100.00	\$ 1,000.00
14	Remove & Replace Concrete Sidewalk	420	SF	\$ 11.00	\$ 4,620.00	\$ 15.00	\$ 6,300.00
15	Remove & Replace Concrete Driveway	745	SY	\$ 89.00	\$ 66,305.00	\$ 180.00	\$ 134,100.00
16	HMA Pavement Patch	15	SY	\$ 165.00	\$ 2,475.00	\$ 200.00	\$ 3,000.00
<b>TOTAL</b>				<b>\$</b>	<b>1,415,839.00</b>	<b>\$</b>	<b>1,659,975.00</b>





February 29, 2024

Mr. Glen Morrow  
City of Franklin  
9229 W. Loomis Rd.  
Franklin, WI 53132

Re. 2024 Sump Pump Project

Mr. Morrow:

Please consider this letter as confirmation that UPI, LLC. is again willing to hold our bid numbers while the City of Franklin is able to procure the necessary financing to award the project. It will also be understood that the timeline of the construction of said project will be at the discretion of UPI, LLC's schedule, understanding that the project will need to be completed by the end of 2024.

Thanks again for working with us in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Dretzka".

Mike Dretzka  
Vice President  
UPI, LLC.

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 3/19/2024
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>INFORMATIONAL COUNCIL UPDATE REGARDING THE EVENT APPLICATION PROCESS</b>	<b>ITEM NUMBER</b> M. 23.
<p><b>RECOMMENDATION</b></p> <p>No action is to be taken; this is informational only.</p>		



## EVENT APPLICATION INFORMATION & CHECKLIST

*Please provide your application to the City of Franklin Clerk's Office 30 working days before your event*

Please use the ***Extraordinary Entertainment & Special Event Application*** for events including, among others, the following: circuses, motion-picture shows, shows of all kinds, dance halls, all sporting contests and athletic events, including exhibitions, concerts, lectures, vaudeville, bowling, dancing, golf, swimming and bathing, side shows, amusement parks and all forms of recreation therein, operatic performances, theatrical performances and any other form of diversion, sport, pastime or recreation.

When **Food Services** are included in your event, please check with the Clerk or Health Department for food service requirements. For **Fireworks** displays, also submit a separate Fireworks Permit Application.

Please use the ***Temporary Entertainment & Amusement License Application*** for exempt events and amusement devices such as charitable, educational, or religious purposes, amusement machines, slot machines, gaming devices, and municipal-sponsored events. School-sponsored events on school property need not apply. To submit an exempt temporary application, please complete only the (shorter) Temporary Entertainment & Amusement License Application form. Attach a copy of your IRS 501 tax exemption letter and letter of intent from the participating non-profit applicant, when applicable. **Note: Funds collected for charitable organizations must exclusively benefit the charity. This application is not intended to avoid the more detailed application. Additional information may be requested before the Common Council decides, and your permit may be conditionally approved or denied depending upon meeting pertaining codes, laws, and fees.**

Before turning in your ***Extraordinary Entertainment & Special Event Application***, please initial the below point to acknowledge clear and concise responses have been provided for application items 1-15. Incomplete or inaccurate applications will not be processed. **Note: Additional information may be requested before a decision by the Common Council, and your permit may be conditionally approved or denied depending upon meeting pertaining codes, laws, and fees.**

\_\_\_\_\_ **For Safety purposes:** Plan drawings and responses require event site maps marked with street closures, barricades, course routes, fencing, gates, tents, stages, lighting, any obstacles, ADA compliance, telephone service, security information related to guards & credentials, detailed fire protection plans parking and shuttle details. Offsite parking plans may require Plan Commission approval.

*Celebrating Quality of Life*



\_\_\_\_\_ **For Health and Sanitation:** Plan drawings and responses require water sources, outlets, and locations available, food and beverage details/permits, the number of toilet and lavatory facilities, waste disposal and collection details, and event site maps marked with street closures, barricades, course routes, fencing, gates, tents, stages, and any obstacles.

\_\_\_\_\_ **For Sound and Complaints:** Plans, drawings, and responses require the number and locations of amplifiers and speakers, methods to limit maximum attendance, sound control—including the maximum decibel of the event at the property line—noise mitigation methods, and contact information for the person in charge at all hours during the event's sound levels. Responses such as “We plan to have music” are unacceptable for a detailed noise control plan.

\_\_\_\_\_ **For Contact and Certificates:** Food & Beverage information is required at a minimum; vendor, concession contact phone/name addresses, license & permit numbers, including alcoholic beverages, outstanding fees, and charges comply; Certificate of Insurance 10 days before the event with “City of Franklin as Additional Insured” on the Certificate. Include your non-refundable License & Administration fee and a Bond letter of credit cash deposit for anticipated City service costs if applicable.

\_\_\_\_\_ Sign and Date your application.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 19, 2024
Reports & Recommendations	An Ordinance to Amend Municipal Code 218- 4. G. Solid Waste Storage to Allow for Setting Containers out for Collection One Day Prior and One Day After Scheduled Collection Days	ITEM NO. All Ald. Districts A, H.

**BACKGROUND**

The Franklin municipal code states that solid waste and recycling containers must be placed out for collection according to the scheduled days for collection. This is an inconvenience for those that must be away for the day of the scheduled collection and Alderwoman Day (District 4) has requested that some leeway be granted for those circumstances when placing and retrieving the containers are not practical.

This topic was discussed on March 5, 2024 as an amendment to § 218-51 but tabled to consider a more appropriate to § 218-4.G.

**ANALYSIS**

The intent of this ordinance may be implemented by adding one sentence to § 218-4.G. Solid Waste Storage:

*G. The owner and/or occupant of any premises shall be responsible for placing his or her garbage and refuse container at the curbside not more than ~~12~~ 24 hours before the day his or her garbage or refuse is to be picked up After pickup of garbage and refuse, the container must be removed from the street site by the owner or occupant of the premises ~~on the same~~ not more than 24 hours after the day that pickup occurred Beginning January 3, 1993, no yard waste shall be collected, and no person shall place or provide any yard waste for regular collection or pickup "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including woody vegetative material no greater than six inches in diameter*

Of note, the DPW does have concerns as garbage/recycling containers often get placed in the roadway (although this placement is prohibited per § 218-51 Placement of recyclables and solid waste for collection). Leaving containers in the roadway, especially for multiple days, may require issuance of citations for this violation. **The public should be reminded that garbage and recycling containers in the roadway are never allowed.**

**OPTIONS**

Approve, Deny, or Approve with modifications

**FISCAL NOTE**

No impact on the City budget.

**COUNCIL ACTION REQUESTED**

Adopt Ordinance 2024-\_\_\_\_ An Ordinance to Amend Municipal Code 218- 4. G. Solid Waste Storage to Allow for Setting Containers out for Collection One Day Prior and One Day After Scheduled Collection Days

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE TO AMEND MUNICIPAL CODE SECTION 218- 4. G.  
SOLID WASTE STORAGE TO ALLOW FOR SETTING CONTAINERS OUT FOR  
COLLECTION ONE DAY PRIOR AND ONE DAY AFTER  
SCHEDULED COLLECTION DAYS

-----  
WHEREAS, The City of Franklin provides residential collection for recyclables and solid waste; and

WHEREAS, there is a desire to provide some leeway to residents who cannot place container at the curbside on their scheduled day of collection.

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

SECTION I. Section 218-4.G. of the Municipal Code of the City of Franklin is hereby modified as follows *[note deletions appear in strike-through text, additions appear in double-underlined text]*:

Modify:

The owner and/or occupant of any premises shall be responsible for placing his or her garbage and refuse container at the curbside not more than ~~12~~ 24 hours before the day his or her garbage or refuse is to be picked up. After pickup of garbage and refuse, the container must be removed from the street site by the owner or occupant of the premises ~~on the same~~ not more than 24 hours after the day that pickup occurred. Beginning January 3, 1993, no yard waste shall be collected, and no person shall place or provide any yard waste for regular collection or pickup. "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including woody vegetative material no greater than six inches in diameter.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ 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 \_\_\_\_



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/19/2024
REPORTS & RECOMMENDATIONS	A RESOLUTION PROVIDING PROCEDURES RELATED TO TEMPORARY POLITICAL SIGNS	ITEM NUMBER M.25

**BACKGROUND**

Each campaign season, multiple departments spend significant time on the placement and complaints of political signs. Department time involves the offices of the City Clerk, Inspection, Planning, Police, Administration, Engineering, and Department of Public Works. Upon consultation with Mayor Nelson on the loss of productive staff time, I recently sent an interoffice memo halting actions until the Council can provide clear procedural direction that allows both Freedom of Speech and fairness to all individuals. Political signs are the property of each candidate, and the resident/owner desiring to display them wants to do so without grief or finding their sign has been removed by an unknown process or source. Seeking to apply a typical development sign code to political signs confuses the issue. As a growing city, the size of Franklin needs clearly defined direction for its staff, candidates, and residents. We must apply clear, fair, and consistent rules as the law allows.

Upon review of the present Franklin Municipal codes, the information does not provide useful direction, the ability for removal, or equal enforcement. The Municipal Codes are as follows, with a "NOTE" added for discussion and emphasis on inconsistency and inability to enforce such codes:

- **Code 210-2 Temporary Sign:** Any sign, banner, pennant, valance, or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard, or other light materials, with or without frames, intended to be displayed for a period not to exceed 30 days. **NOTE: Removal timeframes are inconsistent with 210-6 L.**
- **Base Setback Line:** A. The ultimate street line as established by the Master Plan of the City and/or by the Official Map of the City. On all such streets, the base setback line shall be located at a distance from the center line of such street or 60 feet from the center point of a cul-de-sac unless specifically designated otherwise by the Council of the City. B. The base setback line of frontage roads shall be located at a distance from the center line of such road equal to 1/2 of the right-of-way width of said frontage road. C. All setback lines shall be parallel to and measured at right angles to the center line of the street or highway. **NOTE: No measurement is provided from the centerline, and no useful enforcement is provided.**
- **Code 210-4 Signs and billboards:** on Regulatory measures. A. Permissible areas for signs. 1) Other than residential districts. In nonresidential districts, signs and billboards shall be permitted, and any electrical service shall be regulated under/by Chapter 118, Electrical Standards. **NOTE: A right-of-way would not be a residential district in a non-residential district. This leaves the code open for interpretation, making it unenforceable.** B. Prohibited areas for signs and billboards. 4) No signs, excepting official City, county or state regulatory signs, shall be erected, installed or posted on and within any public right-of-way within the corporate limits of the City. **NOTE: B(4) conflicts with A(1).**
- **Code 210-5 Maintenance and removal of signs** A. Unsafe and unlawful signs. (1) If the Planning Manager or, at his or her request, the Director of Inspection Services, shall find that any sign or other advertising structure regulated herein is **unsafe or insecure or is a menace to the public** or has been constructed or erected or is being maintained in violation of the provisions of this chapter, he or she shall give written notice to the licensee thereof. If the licensee fails to remove or alter the structure so as

to comply with the standards herein set forth within 10 days after such notice, such sign or other advertising structure may be removed or altered to comply by the Department of City Development or the Department of Inspection Services at the expense of the licensee or owner of the property upon which it is located. The Department of City Development shall refuse to issue a license to any licensee or owner who refuses to pay costs so assessed. **(2)** The Planning Manager or, at his or her request, the Building Inspector may cause any sign or other advertising structure which is, in his or her opinion, an **immediate peril** to persons or property to be removed summarily and without notice. **NOTE: This pertains to removal based on maintenance & safety.**

- **Code 210-6 (L) Political signs** that comply with all other sections of this chapter, provided that they be removed within 10 days after an election and they do not exceed 35 square feet in size in nonresidential districts. **NOTE: This has the typo as presented and references back to Chapter 210, which mainly is not relative, has no useful distances and has an inconsistent display timeframe.**
- **210-7 Exemptions from permit fees.** The following outdoor signs, advertising structures or devices shall be exempted from § 210-3D: E. Temporary signs.
- **Code 210-9 (I) Temporary signs**, window signs, and other devices to attract attention. Any master sign program approved hereunder may be modified at any time at the discretion of the City of Franklin or the Plan Commission to prohibit, further restrict, or place requirements upon the use of, restrictions on, and standards or requirements for temporary signs, window signs, interior signs visible to the exterior, and devices intended primarily to attract attention. This subsection shall in no way limit any rights or authority the City or Plan Commission may otherwise have in relation to signs and master sign programs. **NOTE: Lacks guidance for staff to apply to political signage and does not enforce due process procedures.**
- **Wis. Admin. Code Department of Transportation § Trans 201.16 - Political signs** Has regulations of signs for State Highways with removal based on safety. **(1) DEFINITIONS.** "Political sign" means a sign erected for the purpose of soliciting support for or opposition to a candidate or a political party or relating to a referendum question in an election held under the laws of this state. **(2) EXEMPTION.** A political sign which would otherwise be subject to the permit requirement of § Trans 201.07, is exempted if all of the following conditions are satisfied: **(a)** The sign does not exceed 32 square feet in surface area. **(b)** The sign is erected entirely on private property with the property owner's consent. **(c)** The sign is erected less than 45 days before the election for which it is intended and is removed within 7 days after the election except that a sign erected before a primary election may remain in place until 7 days after the next following general election if the sign solicits support for a candidate, political party or referendum question that is before the electorate in both the primary and the general election. **(d)** The sign does not contain flashing lights or moving parts or in any other way fail to conform with s. 84.30(4) (b), Stats. **(e)** The sign is not erected in a location where it constitutes a traffic hazard. **NOTE: Specifically, the DOT wants to avoid campaign signs along state highways where they could be a safety hazard.**
- **Wisconsin League of Municipalities: Powers of Municipalities FAQ 13 May municipalities regulate the size of election campaign signs and the duration that they can be displayed?** Yes, but only if the regulation is content-neutral. The First Amendment prohibits laws abridging the freedom of speech and is applicable to the states through the Fourteenth Amendment. *Reed v Town of Gilbert*, 576 U.S. 155, 163 (2015). Political speech, including campaign signs, is a form of speech protected by the First Amendment. When evaluating a regulation of protected speech, a court must determine the proper level of judicial scrutiny to apply, depending on whether the regulation is aimed at the content of that speech. *Thayer v City of Worcester*, 144 F. Supp. 3d 218, 232 (D. Mass. 2015). When a regulation of protected speech is content based, the courts apply the highest level of scrutiny, strict scrutiny, and the regulation may only be justified by the government proving the regulation is narrowly tailored to serve a compelling governmental interest. *Id* at 233. In other words, the regulation must be the least restrictive

means of achieving the compelling governmental interest. Regulations subject to a strict scrutiny analysis rarely survive.

In 2015, the United States Supreme Court decided *Reed v Town of Gilbert*, 576 U.S. 155 (2015), holding that a municipal sign code subjecting signs to different regulations based on the sign's message was a content-based restriction of speech that did not survive a strict scrutiny analysis. *Reed* clarified that a law is content-based on its face if it addresses a specific topic or subject matter, even if it does not discriminate among viewpoints within that topic or subject matter. *Reed* at 169. *Reed* further clarified that a facially content neutral law is nonetheless content based if it requires a person to look to the sign's content to determine whether the regulation applies. *See id.* at 170. Accordingly, a municipal sign code that explicitly regulates a sign based on its communication of political speech, or that requires one to look to the sign's content to determine whether the regulation applies, is a content-based regulation of speech that will almost certainly fail a strict scrutiny analysis and be deemed unconstitutional.

The decision in *Reed* does not limit a municipality's ability to regulate signage, so long as the regulation is content neutral – e.g., regulations concerning a sign's form and nature, not the content of its message. These regulations – called **reasonable time, place, or manner restrictions** – include regulations of **sign size, number, materials, lighting, portability, etc.** Content-neutral sign regulations that **restrict the time, place, and manner of the sign are subject to intermediate scrutiny rather than strict scrutiny. They “must be narrowly tailored to serve some substantial governmental interest and must leave open adequate alternative channels of communication.”** *Thayer* at 232-33. Municipalities should note that Wis. Stat. § 12.04 contains certain provisions regarding **municipal ability to regulate political messages**. However, considering *Reed*, **the enforceability of this statute is questionable**. For additional information on sign regulation and content-based ordinances after *Reed*, see Licensing and Regulation 397 and 399. **NOTE: Regulations beyond safety cause a burden on the City's resources and may not be enforceable.**

- **12.04 Communications of political messages: (c)** “Residential property” means property occupied or suitable to be occupied for residential purposes and property abutting that property for which the owner or renter is responsible for the maintenance or care. If property is utilized for both residential and nonresidential purposes, “residential property” means only the portion of the property occupied or suitable to be occupied for residential purposes. Except as provided in ss. 12.03 or 12.035 or as restricted under sub. (4), any individual may place a sign containing a political message upon residential property owned or occupied by that individual during an election campaign period. Except as provided in sub. (4), no county or municipality may regulate the size, shape, placement or content of any sign containing a political message placed upon residential property during an election campaign period. A county or **municipality may regulate the size, shape or placement of any sign if such regulation is necessary to ensure traffic or pedestrian safety**. A county or municipality may regulate the size, shape or placement of any sign having an electrical, mechanical or audio auxiliary. In addition to regulation under par. (a), **a municipality may regulate the size, shape or placement of a sign exceeding 11 square feet** in area. This paragraph does not apply to a sign which is affixed to a permanent structure and does not extend beyond the perimeter of the structure, if the sign does not obstruct a window, door, fire escape, ventilation shaft or other area which is required by an applicable building code to remain unobstructed.
- **WISCONSIN.DOT.GOV - Political/campaign signs:**  
Political/campaign signs, especially larger billboard type signs, are particularly dangerous when placed within vision areas at intersections. **Generally, people can actively carry signs for political candidates or other purposes on sidewalks and within highway right of way, provided the signs do not obstruct views for traffic.** If signs are so large they block views for motorists, particularly near intersections or curves, they may be removed because of the potential danger to cause crashes.

Political signs should follow the general state right of way guidance for prohibited signs as stated above. No WisDOT permit is required so long as the sign does not exceed 32 square feet.

**DOT notes:** Most local authorities (counties and municipalities) also have regulations or ordinances regarding signage in their jurisdiction. It is the sign owner's responsibility to follow local laws. Approval of a sign application from the state does not exempt the applicant from any local ordinances, or guarantee approval from the local authority having jurisdiction. Likewise, local approval does not guarantee or exempt approval from the state. **Relevant laws: s 86.04, s 86.19 Trans 201.16**

### ANALYSIS

To address this mounting drain on city resources, a somewhat detailed but cursory review of City of Franklin ordinances, codes, State, and surrounding community regulations related to temporary campaign political signs was conducted. It appears Franklin's ordinances lack helpful direction to address political sign issues. Council action to adopt guidance is needed to help reduce complaints that often appear more motivated by political differences than safety.

Clarifying procedures related to temporary political signs requires timing. A more detailed ordinance may be forthcoming but may not be ready before the Spring Election.

### OPTIONS

- A) To adopt the resolution, providing clear direction as presented. (Can be amended in the future as time is available.)
- B) To direct Staff to amend the municipal code; timing may extend beyond the Spring election.
- C) Other direction to Staff.

### FISCAL NOTE

Reduce staff time in several departments regarding complaints related to temporary political/campaign signs. Clarifying this procedure is minimally expensive. However, creating a political sign ordinance and inserting it into the municipal code requires time and money.

### RECOMMENDATION

(Option A) A Motion to adopt resolution 2024-\_\_\_\_\_, a resolution to apply procedures that will provide staff direction related to temporary political signs.

### **COUNCIL ACTION REQUESTED**

A Motion to adopt resolution 2024-\_\_\_\_\_, a resolution to apply procedures that will provide staff direction related to temporary political signs.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024- \_\_\_\_\_ DRAFT

**A RESOLUTION TO CONFIRM PROCEDURES PERTAINING TO TEMPORARY  
POLITICAL SIGNS TO APPLY UNIFORM AND SIMPLIFIED ENFORCEMENT**

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WHEREAS, significant department time is being allocated to addressing incoming calls and complaints on political signage; and

WHEREAS, a review of applicable current rules and laws mainly stem from requirements under the Wisconsin State Statutes; and

WHEREAS, the City of Franklin is interested in protecting the rights of all individuals and maintaining the integrity of campaign-related matters, more specifically as they apply to the display of political campaign signs; and

WHEREAS, it is desirable that guidance and procedures be laid as soon as practical before the Spring Election and;

NOW, THEREFORE, BE IT RESOLVED, by the City of Franklin Common Council that the following direction, guidance, and enforcement standards related to political campaign signs will be established and applied until such time a detailed review of Municipal Code language can be drafted, adopted and inserted into the eCode 360 system:

**Political/Campaign Sign Rules and Guidelines**

1. Political/Campaign signs may be erected on private property with the permission of the property owner, renter, or lessee.
2. No sign shall be erected in the median or roundabout of any City, County, or State road, street, or highway.
3. The City of Franklin will not engage in or enforce Homeowner Association Rules pertaining to political signs within an association.
4. No sign shall be closer than 10 feet to any intersection, stop sign, or block a vision clearance triangle at a road intersection.
5. Political/Campaign signs shall not exceed 32 sq. feet on one side and 64 sq. feet on all sides. (*Wisconsin State Statutes allow regulation of signs over 11 sq. ft.*)
6. If a sign needs to be removed due to its location as a safety hazard, it will be done so by the City Inspection Department or Police Department and stored by the respective Department for pick up by the owner.
- 7 City Departments will only remove signs when there is an obvious safety concern.

8. Elected officials will not remove or engage in political campaign signage matters except to report a safety concern.
9. A valid political/campaign sign complaint is one that obstructs traffic vision and/or impairs vehicle or pedestrian safety.
10. Valid safety complaints for sign placement will be taken by phone to the Clerk's office and acted upon only when provided a valid phone number and clear sign location.

Introduced at a regular meeting of the Common Council of the City of Franklin, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> March 19, 2024
Reports & Recommendations	<b>A Resolution to Award A.W. Oakes &amp; Son, Inc. a Contract for Watermain Extension on the East Frontage Road of South Lovers Lane Road from South Phyllis Lane to West Herda Place, In the Amount of \$217,472.00</b>	<b>ITEM NO.</b> <b>Ald. Dist. 6</b> <i>M. 26.</i>

**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. On June 7, 2022, Foth Infrastructure & Environment, LLC (Foth) was authorized to perform the engineering services for the water adjustments related to the WisDOT project and a watermain extension between S. Phyllis Lane and W. Herda Place. This was last discussed at the Common Council on January 16, 2024 when Common Council directed Staff to receive bids on 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.

**ANALYSIS**

Three bids were received on March 13, 2024. The engineer's estimate was approximately \$300,000. The received bids were as follows:

<b>Bidder</b>	<b>Total Bid</b>
A.W. Oakes & Son, Inc.	\$217,472.00
Mid City Corporation	\$236,679.00
Genesis Excavators, Inc.	\$296,739.00

Foth has assisted Staff with the review of the submitted bids, checked references, and are recommending that A.W. Oakes & Son, Inc. be awarded the Base Bid in the amount of \$217,472.00.

**OPTIONS:**

- A. Award project to A.W. Oakes & Son, Inc.
- B. Other direction to Staff.

**FISCAL NOTE**

\$400,000 is included in Fund 46 for Water Extensions- TBD. Once completed, Staff will prepare the resolution for special assessments.

Foth Contract	\$74,800.00
A.W. Oakes & Son, Inc. Contract	\$217,472.00
<b>Total</b>	<b>\$292,272.00</b>

**RECOMMENDATION**

(Option A) Authorize Resolution 2024-\_\_\_\_\_, a resolution to award A.W. Oakes & Son, Inc. a contract for watermain extension on the east frontage road of South Lovers Lane Road from South Phyllis Lane to West Herda Place, in the amount of \$217,472.00.

Department of Engineering GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION TO AWARD A.W. OAKES & SON, INC. A CONTRACT FOR WATERMAIN EXTENSION ON THE EAST FRONTAGE ROAD OF SOUTH LOVERS LANE ROAD FROM SOUTH PHYLLIS LANE TO WEST HERDA PLACE, IN THE AMOUNT OF \$217,472.00

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WHEREAS, the City of Franklin is extending watermain on the east frontage road of South Lovers Lane Road between South Phyllis Lane and West Herda Place; and

WHEREAS, Foth Infrastructure & Environment, LLC, prepared construction documents for the project and it was publicly bid in accordance with applicable City of Franklin policies and Wisconsin Statutes; and

WHEREAS, three bids were received on March 13, 2024; and

WHEREAS, A.W. Oakes & Son, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, A.W. Oakes & Son, Inc. is a qualified public works contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the base bid of the contract in the amount of \$217,472.00 to A.W. Oakes & Son, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the contract to A.W. Oakes & Son, Inc. for watermain extension on the east frontage road of South Lovers Lane Road from South Phyllis Lane to West Herda Place.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with A.W. Oakes & Son, Inc. 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

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



**Foth Infrastructure & Environment, LLC  
Memorandum**

Ballpark Commons Office Building  
7044 South Ballpark Drive, Suite 200  
Franklin, WI 53132  
(414) 336-7900  
foth.com

March 13, 2024

TO: Glen Morrow  
CC: Tyler Beinlich, Mike Roberts, Glen Beardsley, Dan Snyder  
FR: Michael Yeager  
RE: City of Franklin – South Lover’s Lane Frontage Road Water Main

We have reviewed the bids received on March 13, 2024, for the above referenced project. A bid tabulation and bid summary are attached. A summary of the bid is as follows:

<b>Contractor</b>	<b>Base Bid</b>
A.W. Oaks & Sons, Inc	\$217,472.00
Mid City Corporation	\$236,679.00
Genesis Excavators, Inc	\$296,739.00

The City of Franklin has reviewed the prequalification statements for the bidders and has determined that the bidders have met the prequalification requirements

We recommend awarding the project to A.W. Oakes & Sons, Inc. for the total base bid amount of \$217,472.00. Their bid is complete and contains all required documentation. The engineer’s estimate for the project was approximately \$300,000 for the base bid.

Sincerely,

Foth Infrastructure & Environment, LLC



A handwritten signature in black ink, appearing to read "Michael Yeager".

Michael Yeager, P.E.  
*Civil Engineer*

Enclosure  
Attachment 1 Bid Tabulation  
Attachment 2 Bid Summary

CITY OF FRANKLIN  
SOUTH LOVERS LANE FRONTAGE ROAD WATER MAIN  
BID TABULATION  
MARCH 13, 2024

Bid Item	Item Description	Units	Quantity	A.W. Oakes & Sons, Inc		Mid City Corporation		Genesis Excavators, Inc	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization/Demobilization	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 17,500.00	\$ 17,500.00	\$ 4,950.00	\$ 4,950.00
2	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,950.00	\$ 3,950.00
3	Remove and Replace Postal Boxes	LS	1	\$ 260.00	\$ 260.00	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00
4	Sawcut Pavement, Full Depth	Ln Ft	1,246	\$ 1.00	\$ 1,246.00	\$ 1.50	\$ 1,869.00	\$ 4.00	\$ 4,984.00
5	Rock Filled Filter Bags	Ea	36	\$ 25.00	\$ 900.00	\$ 50.00	\$ 1,800.00	\$ 39.00	\$ 1,404.00
6	Inlet Protection	Ea	5	\$ 100.00	\$ 500.00	\$ 80.00	\$ 400.00	\$ 100.00	\$ 500.00
7	8-inch PVC Water Main Granular Backfill	Ln Ft	1,016	\$ 151.00	\$ 153,416.00	\$ 130.00	\$ 132,080.00	\$ 211.00	\$ 214,376.00
8	Hydrant Assembly	Ea	2	\$ 9,200.00	\$ 18,400.00	\$ 9,500.00	\$ 19,000.00	\$ 10,500.00	\$ 21,000.00
9	6-inch Hydrant Lead & Fittings	Ln Ft	11	\$ 150.00	\$ 1,650.00	\$ 130.00	\$ 1,430.00	\$ 600.00	\$ 6,600.00
10	8-inch Gate Valve	Ea	3	\$ 2,700.00	\$ 8,100.00	\$ 3,050.00	\$ 9,150.00	\$ 4,400.00	\$ 13,200.00
11	HDPE Water Service (1 1/4") - Open Cut	Ln Ft	55	\$ 100.00	\$ 5,500.00	\$ 100.00	\$ 5,500.00	\$ 65.00	\$ 3,575.00
12	1 1/4" Water Service Fittings	Ea	7	\$ 1,800.00	\$ 12,600.00	\$ 2,350.00	\$ 16,450.00	\$ 800.00	\$ 5,600.00
13	Connection to Existing Water Main	Ea	2	\$ 4,200.00	\$ 8,400.00	\$ 6,500.00	\$ 13,000.00	\$ 4,500.00	\$ 9,000.00
14	Temporary Storm Sewer Structure	Ea	3	\$ 500.00	\$ 1,500.00	\$ 4,500.00	\$ 13,500.00	\$ 2,000.00	\$ 6,000.00
TOTAL=					\$ 217,472.00	\$ 236,679.00	\$ 296,739.00		





**South Lovers Lane Frontage Road Water Main**

**Project No. 22F007.01**

**City of Franklin Project ID: 2024-4**

**City of Franklin, WI**

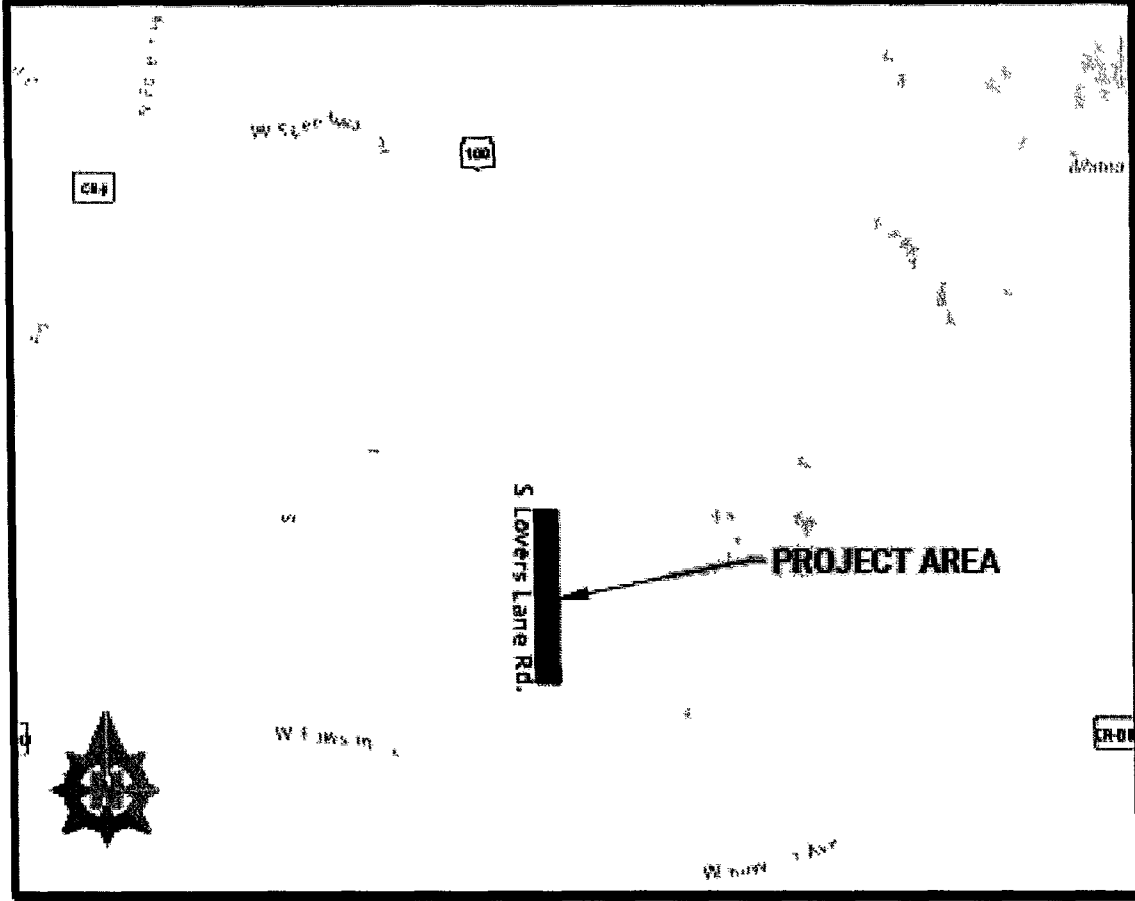
**Bid Date: March 13, 2024**

**Bid Time: 11:30 AM**

Company Name	Bid Security	Base Bid
A W Oakes & Son, Inc	X	\$ 217,472 00
Mrd City Corporation	X	\$ 236,679 00
Genesis Excavators, Inc	X	\$ 296,739 00



# LOCATION MAP



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  March 19, 2024
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Report from the Director of Finance on Impact Fee Administration and 2023 Year-End Activity</b>	<b>ITEM NUMBER</b> A. 27.

**BACKGROUND**

Annually, the Director of Administration is charged with providing a report on impact fees. Generally, this happens in conjunction with and as part of the annual budget process as the information in such a report is contained therein. On a couple of occasions, a separate report has been prepared. Given a report hasn't been generated since 2020, I thought it was appropriate to provide an updated final report.

Attached, please find the updated reports prepared, that show the status and activity for each of the various impact fees. I will discuss one outstanding issue.

Park Impact Fee Eligible Expenditures: There has been discussion around the overwhelming amount of Park Impact Fees available for spend down. In summary, I have spent a generous amount of time updating records to determine the total amount of each impact fee fund. That being said, Park Impact Fees have not been used to its full capacity in order to spend down the funds in a timely fashion. The City Engineer has managed to propose projects in the recent months to help spend down park impact fees. The 2022 purchase approved by the Common Council in the amount of \$1.507 million for the Southwest Park Area, along with additional projects funded with a portion of park impact fees in 2022 and 2023, has allowed more flexibility in the projected timeline of the spend down of park impact fees.

If the City made the decision to not spend another park impact fee dollar on any projects, the City would have to start rebating park impact fees back to residents in April 2025.

A list of upcoming projects that are Park Impact Fee Eligible and have been approved are: (these amounts may vary)

Project	Amount – Park Impact Fee Eligible
Loomis Pathway - E/S Side of W. Loomis Rd from W. St. Martins Rd. to W. Rawson Ave.	\$410,330
Cascade Trail	\$68,200
STH 100 LL, 60 <sup>th</sup> Street to St. Martins – Land Purchase	\$62,930
Pathway - S. 27th Street from W. Villa Drive to W. Elm Road	\$2,199,134
2024/2025/2026 -W. Puetz Rd Pathway from S. 76th Street to W. St. Martins Road	\$256,680
USH 45/STH 100 from S. 60th Street to W. St. Martins Rd.	\$818,704
<b>Total Projects Park Impact Fee Eligible</b>	<b>\$3,815,978</b>

**TOTAL PARK IMPACT FEES AS OF 12/31/23: \$4,953,31**

**COUNCIL ACTION REQUESTED**

Receive and file or as otherwise determined by the Common Council.

Finance Dept - DB

DATE: March 26, 2024

TO: Finance Committee  
Common Council

FROM: Danielle Brown, Director of Finance

SUBJECT: 2023 Annual Report on Impact Fees

The City of Franklin receives impact fees for Park (including a community center), Water, SW Sewer, Administrative, Transportation, Law Enforcement, Fire Protection and Library purposes. The Director of Administration shall report annually to the Common Council with regard to all deposits, withdrawals and fund balances in these accounts. The purpose of the annual report is to provide the Common Council with information necessary to determine that all funds collected are spent within the time required for the purpose intended and that the amount of fees imposed continues to represent an equitable and reasonable apportionment of the cost of public improvements and requirements generated by land development.

Some categories that have borrowed money to support spending on projects are dependent upon a higher level of impact fees than are currently being received. The 2023 Summary of Impact Fee Activity is attached. The last five years of total impact fees received were as follows:

2023	\$1,932,310	2022	\$2,532,513
2021	\$758,334	2020	\$1,230,313
2019	\$3,048,725		

The impact fees from specified activities were targeted for projects completed and money was borrowed for those projects with annual impact fees received to pay annual debt service cost on the growth portion of the debt on those projects.

The last complete impact fee study (minus utilities) was in 2020. A current Water and SW Sanitary Sewer Area Impact fee update was adopted by Common Council in January 2024. The last Water Utility Impact Fee update was in 2002. The SW Sanitary Sewer Service Area Impact Fees were adopted in 2013 and were not updated until January 2024. The completion of the updated UDO rewrite, the updated Comprehensive Outdoor Recreational Plan, and the updated Comprehensive Master Plan provides a good time to update the City of Franklin Impact Fee study to ensure that proper impact fee rates are being charged.

The status of specific impact fees is detailed below:

## **Library Impact Fees**

Library Impact fees are dedicated to the repayment of principal and interest from the growth portion of the Library building project, originally \$1,722,000. This impact fee comes mainly from impact fees on residential development. The Impact fee balance on hand at the beginning of 2023 was a balance of \$84,668 with \$68,542 in new impact fees being received in 2023. None of the annual 2023 Debt Service payment was made. Principal payments were deferred and are still outstanding for 2010, 2011, 2012, 2013 & 2014, 2015, 2016, 2017, 2018 and now total \$623,800.00. Likewise, interest payments were deferred and are still outstanding in 2011, 2012, 2015, 2016, and 2019 totaling \$47,161.85. The deferred debt service payments result in increased obligations for the Debt Service Fund until caught up.

The annual impact fees received for Library purposes have ranged from the low in 2017 of \$19,383 to a high in 2019 of \$262,058. The high in 2019 was due to major development in TID 5 at Ball Park Commons. In 2024, a large portion of Library Impact Fees are expected to supplement funding of a new air chiller at the Library. As stated above, the remaining Library Impact Fees will be used on an annual basis to obligate funds to the Debt Service Fund, decreasing the deferred debt service payments.

Library fees have declined because no new projects have been added, and much of the debt imposed from funding the library facility expansion has been paid. In 2019, the Library Impact Fee was \$1,018. In 2020, when the comprehensive impact fee study was completed, the Library Impact Fee was reduced to \$330. The only increase to the Library Impact Fee has been the CPI increase stated in §92-9. of the Municipal Code of the City of Franklin.

## **Law Enforcement Impact Fees**

Law Enforcement Impact fees are dedicated to the repayment of principal (\$2,530,380) and interest from the growth portion of the 2001 Law Enforcement building project. The Impact fee balance on hand at the beginning of 2023 was a balance of \$131,467.51 with \$140,610.00 in new impact fees being received in 2023. Debt payments due between 2009 and 2019 were partially deferred. Deferred principal payments total \$995,900 through 2019. The interest payments were deferred from 2008 to 2012, totaling \$328,132. Debt payments were deferred in 2023, while the 2024 Adopted Budget reflects \$125,600 in debt service payments being made. The deferred debt service payments result in increased obligations for the Debt Service Fund until caught up.

The annual impact fees received for Law Enforcement Services have ranged from the low in 2017 of \$33,017 to a high in 2019 of \$322,218. The Police impact fee was recalculated in 2020 which decreased the fee from \$926 to \$510. The recommended impact fees were lowered because the amount eligible for impact fees had gone down as the debt for the new facility had been paid off, and no new projects have been added to the Impact Fee Study. In 2020, it was indicated by the police chief that the police department may need to expand the parking lot at some point. If the City of Franklin decides to plan for the parking lot, the Impact Fee Study can be amended to include the cost of that project. The previous standard was created on overall facility space in proportion to population served. A standard for the parking lot could be created on vehicle storage space in proportion to population served. The 2024 Department Head Budget requested the resurfacing of the Police Department parking lot, however that was not approved in the 2024 Adopted Budget.

**Fire Protection Impact Fees**

Fire Protection Impact fees were dedicated to the repayment of principal and interest from the growth portion of the Fire Station #2 building project. The Impact fee portion of that project has been repaid. The growth portion of Fire station #3 was partially funded with the existing impact fee balance and future impact fees (\$529,834) were committed toward the growth portion of Station #3 completed in 2009. Impact fees contributed \$400,000 toward the project costs and the projected annual debt service payment for this project is \$43,000.

The Impact fee balance on hand at the beginning of 2023 was \$351,638.16 with \$122,702 in new impact fees being received in 2023. Debt payments were deferred in 2023, while the 2024 Adopted Budget reflects \$43,008 in debt service payments being made. The deferred debt service payments result in increased obligations for the Debt Service Fund until caught up.

The annual impact fees have ranged from the low of \$17,970 in 2017 to a high in 2019 of \$174,135. The Fire Protection Impact Fee was recalculated in 2020 which decreased the fee from \$498 to \$445. The recommended fees in 2020 were less than the current fees because the prior study attributed \$1.6 million to new growth to pay for two new fire stations. The current study attributes new growth costs only to one new fire station and the remaining debt on another fire station. The Impact Fee Study may be amended based on further determination of the future Fire Station needs.

**Transportation Impact Fees**

Transportation Impact Fees have been dedicated to the repayment of principal (\$1,086,715) and interest from the Drexel Avenue reconstruction from Loomis Road to Highway 100 building project. Impact fees were eligible to cover 100% of the cost of this project.

The Impact Fee balance on hand at the beginning of the year was \$232,284.68 with \$179,006 in new impact fees being received in 2023. Debt payments were deferred in 2023, while the 2024 Adopted Budget reflects \$65,700 in debt service payments being made. The deferred payments result in increased obligations for the Debt Service Fund until caught up.

The annual impact fees have ranged from the low of \$19,218 in 2017 to a high in 2022 of \$198,615. The Transportation Impact Fee was recalculated in 2020 which increased the fee from \$97 to \$651. The Impact Fees were increased dramatically because the W. Oakwood Road Improvements Project was added and had significant costs totaling roughly \$7.5 million. Also, there was debt that remained from prior projects which attributed to the increase in fees.



**Water Impact Fees**

Water Impact fees are programmed for specific additions to the water infrastructure plus over sizing payments that come due in the coming year. The Impact fee balance on hand at the beginning of the year was \$4,722,352 with \$901,674 in new impact fees being received in 2023. Future commitments in water projects are significant when compared to the balance of impact fees on hand. Funds need to be accumulated to meet the water projects contemplated in the impact fee study.

A Public Facilities Needs Assessment and Impact Fee Study was done in November 2023. Future water projects included in the study are:

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
<b>Total</b>	<b>\$ 26,367,154</b>

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

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

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. To allocate the cost among new growth, impact fees have been apportioned based on meter size. The 2023 Water Impact Fee rate was proposed and approved in 2024 at \$3,181 per Equivalent Meter. The fee was reduced 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 Impact Fees**

In June 2013, a Sanitary Sewer Impact fee was adopted to support growth in the Southwest Sanitary Sewer District with the completion of the Ryan Creek Sewer Interceptor project. The balance on hand on January 1, 2023 was \$529,746. 2023 fees collected totaled \$115,825.

Franklin has been charging impact fees for sanitary sewer on an equivalent-meters basis, with capacity used to determine the equivalencies. A Public Facilities Needs Assessment and Impact Fee Study was done in November 2023. Trunk 6, 12, 12K, 12R, 24, 25, 26, 32, 34, and 35 are listed as projects within the study totaling \$12.7 million to be recovered through impact fees. To allocate the cost among new growth, impact fees have been apportioned based on meter size. The 2023 SW Sewer Impact Fee rate was proposed and approved in 2024 at \$4,276 per Equivalent Meter. The fee was increased to a single-family residence by approximately 15 percent because the forecast for equivalent meters have declined significantly.

## **Park Impact Fees**

Park Impact fees are programmed based on the amount of fees on hand. Previously, Park impact fee were internally divided into two components: Park acquisition and development and a community center fee. The need to track these fees separately was determined to no longer be necessary. The Park Impact Fee balance on hand at the beginning of the year was \$5,367,259 with \$389,785 in new impact fees being received and \$1,048,177 in payments were made leaving a balance of \$4,953,311.

The annual impact fees have ranged from the low of \$66,591 in 2017 to a high in 2019 of \$948,902. The Park Impact Fee was recalculated in 2020 which decreased the fee from \$3,423 to \$1,883.

Given the high balance of Park Impact Fees, it is the Director of Finance's recommendation to continue to spend down the balance of Park Impact Fees. Ending December 31, 2023, Park Impact Fees are spent through March 31, 2025, however it is important for the City to mitigate rebate risk and continue to spend down funds.

**City of Franklin**

**Development Fund**

**Summary of Impact Fee Activity  
For the twelve months ended December 31, 2023 (Unaudited)**

Cash Acct Revenue Acct Expenditure Acct	Preliminary										Net Cash Balance
	4291	4292	27-0147-5219 Admin Fee	4294	4295	4296	4297	4299	27 1100 1111	-27,2000,2117	
	Parks Recreation	SW Sewer		Water	Transportation	Fire Protection	Law Enforcement	Library			
Beginning Bal, 01/01/23	5,367,259.48	529,746.11	95,921.86	4,722,351.44	232,284.68	351,638.16	131,467.51	84,667.58		11,515,337	
<b>1st Quarter</b>											
Impact Fees	67,928.51	7,458.00	2,221.05	158,301.24	23,527.01	16,080.46	18,431.10	11,944.63		305,892	
Expenditures	(47,654)									(47,654)	
subtotal	5,387,533.54	537,204.11	98,142.91	4,880,652.68	255,811.69	367,718.62	149,898.61	96,612.21		11,773,574	
Transfers										0	
Investment Income	59,455.68	5,898.42	1,072.84	53,088.25	2,698.34	3,976.82	1,555.48	1,002.17		128,748	
<b>Ending balance 3/31/2023</b>	<b>5,446,989.22</b>	<b>543,102.53</b>	<b>99,215.75</b>	<b>4,933,740.93</b>	<b>258,510.03</b>	<b>371,695.44</b>	<b>151,454.09</b>	<b>97,614.38</b>		<b>11,902,322</b>	
<b>2nd Quarter</b>											
Impact Fees	243,618.16	7,686.00	8,419.57	525,312.54	84,396.76	57,648.68	66,127.11	42,835.18		1,036,044	
Expenditures	0.00									0	
subtotal	5,690,607.38	550,788.53	107,635.32	5,459,053.47	342,906.79	429,344.12	217,581.20	140,449.56		12,938,366	
Transfers										0	
Investment Income	57,798.63	5,594.27	1,093.23	55,446.77	3,482.85	4,360.78	2,209.94	1,426.52		131,413	
<b>Ending balance 6/30/2023</b>	<b>5,748,406.01</b>	<b>556,382.80</b>	<b>108,728.55</b>	<b>5,514,500.24</b>	<b>346,389.64</b>	<b>433,704.90</b>	<b>219,791.14</b>	<b>141,876.08</b>		<b>13,069,779</b>	
<b>3rd Quarter</b>											
Impact Fees	21,070.47	14,916.00	596.51	36,235.42	8,261.95	5,668.82	6,470.48	3,706.35		96,926.00	
Expenditures	(495,100)		(2,883)							(497,983)	
subtotal	5,274,376.48	571,299	106,442	5,550,736	354,652	439,374	226,262	145,582		12,668,723	
Transfers	0.00									0	
Investment Income	65,952.59	7,144	1,331	69,408	4,435	5,494	2,829	1,820		158,414	
<b>Ending balance 9/30/2023</b>	<b>5,340,329.07</b>	<b>578,443</b>	<b>107,773</b>	<b>5,620,144</b>	<b>359,086</b>	<b>444,868</b>	<b>229,091</b>	<b>147,403</b>		<b>12,827,137</b>	
<b>4th Quarter</b>											
Impact Fees	57,168.00	85,765.00	2,929.00	181,824.77	62,820.23	43,304.00	49,581.00	10,056.00		436,280	
Expenditures	(505,422)	664,208	(7,735)	5,801,969	421,907	488,172	278,672	157,459		(513,157)	
subtotal	4,892,074.83	1,449,973	102,967	11,422,113.77	1,043,814	932,534	766,753	304,862		12,807,427	
Transfer	0.00									0	
Investment Income	61,236	8,314	1,289	72,625	5,281	6,111	3,488	1,971		160,315	
<b>Ending balance 12/31/2023</b>	<b>4,953,310.62</b>	<b>672,522</b>	<b>104,256</b>	<b>5,874,594</b>	<b>427,188</b>	<b>494,282</b>	<b>282,160</b>	<b>159,430</b>		<b>12,967,742</b>	
Number of Months	322.01	459	215	299	100	123	38	37			
2023 Impact Fees	389,785.14	115,825	14,166	901,674	179,006	122,702	140,610	68,542		1,932,310	
2022 Impact Fees	238,349.45	147,946	13,400	1,599,690	198,615	136,283	156,376	41,854		2,582,513	
2021 Impact Fees	135,330.94	181,864	4,628	262,089	61,010	41,813	47,854	23,745		758,334	
2020 Impact Fees	259,254.00	113,304	6,713	570,239	69,495	61,149	89,461	60,698		1,230,313	
2019 Impact Fees	948,902.00	48,440	21,684	1,158,186	113,102	174,135	322,218	262,058		3,048,725	
2018 Impact Fees	869,037.00	4,689	20,625	938,441	55,533	136,410	250,076	243,988		2,518,799	
2017 Impact Fees	66,591.00	0	2,695	122,539	19,218	17,970	33,017	19,383		281,413	
2016 Impact Fees	209,983.00	0	4,950	210,581	8,570	30,198	56,096	57,725		578,103	
2015 Impact Fees	137,670.00	2,928	3,630	133,352	20,533	27,116	50,222	38,526		413,977	
2014 Impact Fees	184,592.00	17,568	5,830	235,415	51,436	48,134	88,431	51,821		683,227	
2013 Impact Fees	317,206.00	11,712	6,160	427,429	31,829	45,110	82,280	66,179		987,905	

\* Funded by an Administrative Fee not an impact fee

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 03/19/2024
Reports & Recommendations	Request to Participate in State Contract for Purchase of 2,500 Tons of Salt and an Additional 500 Tons of Reserve Salt	ITEM NO. M.28.

**BACKGROUND**

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

**ANALYSIS**

In 2023, the price of salt was \$76.19/ton. Staff is expecting the 2024 prices to be approximately \$81.00/ton (this accounts for an approximate 7% increase). Staff has been asked to enter our request in the State Contract for the upcoming year.

As of this time, DPW is requesting 2,500 tons of salt with a 500 ton reserve.

The 2,500 tons, plus a 500 ton reserve, at \$81.00 per ton, is included as part of the \$278,000 budget in Salt Deicer (GL 01-0331-5364) for 2024. This account also covers the purchase of Geomelt.

Staff recommends the following strategy for a 2024-25 salt order:

2,500 tons regular order (@\$81.00/ton = \$202,500.00)

500 tons for 20% reserve order (@\$81.00/ton = \$40,500.00)- Note that we do not have to purchase this reserve amount but it is available for the bid amount if needed.

Keep in mind, we may cut back on this amount to possibly 1,700 tons with a 340 ton reserve if we continue to have a mild winter.

**OPTIONS**

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

**FISCAL NOTES**

Salt Deicer (GL 01-0331-5364) has a budget of \$278,000. Assuming the \$81.00/ton bid price, \$202,500 would be the minimum cost and \$243,000 would be the maximum cost if all of the reserve amount were claimed.

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

**RECOMMENDATION**

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

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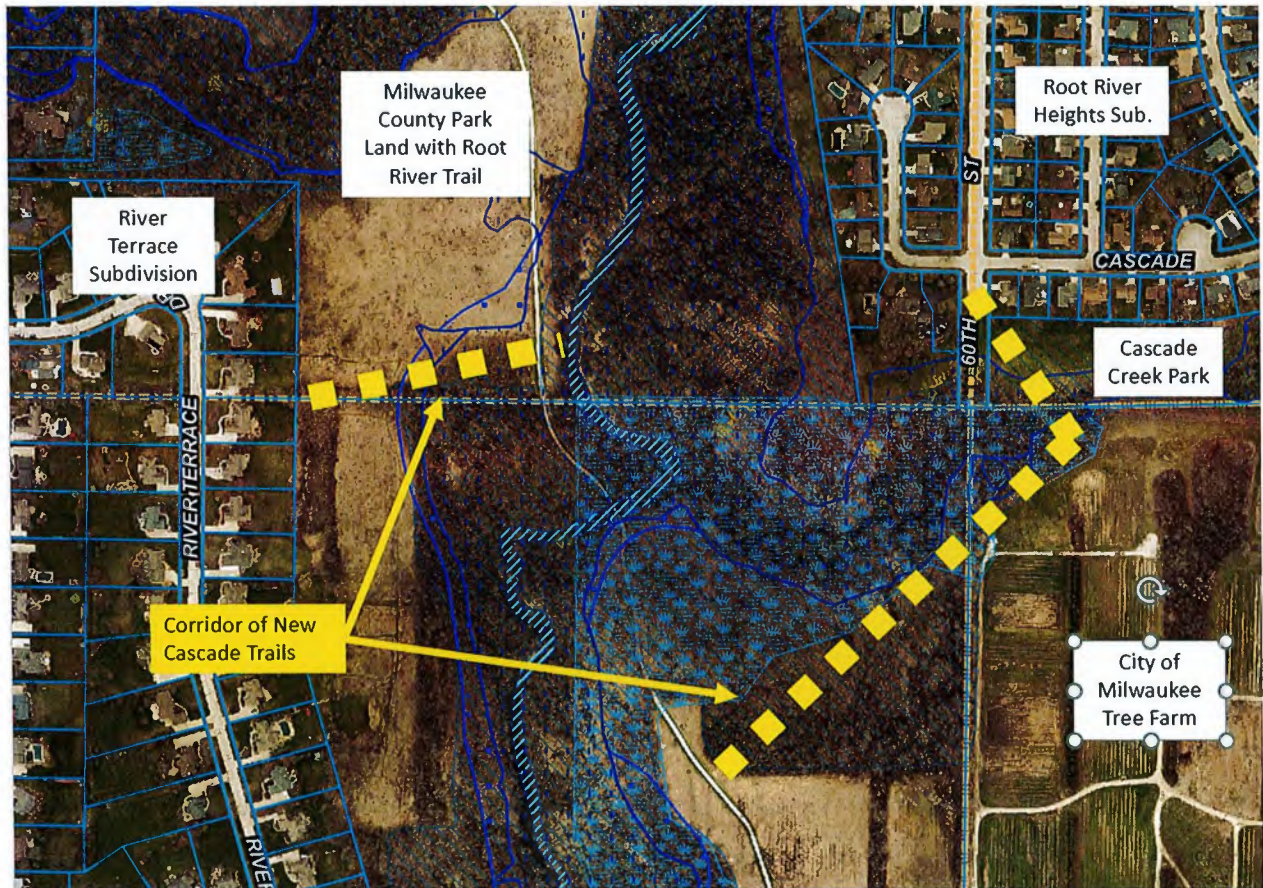


APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 19, 2024
Reports & Recommendations	<b>A Resolution to Authorize a Contract with I&amp;S Group, Inc. to Provide Design and Permitting for Cascade Creek Trail for \$73,500</b>	<b>ITEM NO.</b> <b>Ald. Dist. 4&amp;5</b>

15.29.

**BACKGROUND**

A potential trail connection from Cascade Creek Park (S. 60<sup>th</sup> Street and W. Cascade Drive in the Root River Heights Subdivision) to the Root River section of the Oak Leaf Trail has been discussed since 2019. The project was to also include an extension of an existing trail between two homes in the River Terrace Subdivision. Initially the Milwaukee County Parks Department denied the request for the Cascade Creek Park connection and has since allowed the possibility if the City of Milwaukee Tree Farm property is used to minimize impacts to wetlands and floodplain.



**ANALYSIS**

This project is in the 2024 Budget in the Capital Improvement Plan (Fund 46) for \$110,000. The budget of \$110,000 was established considering a straight trail constructed by DPW with large culverts. Permitting makes this short trail more expensive than one might imagine. Once an allowed project after permitting is granted, this budget will be revisited. A route through the Milwaukee Tree Farm is longer than the segment first envisioned and it is possible that boardwalks or bridges may be required.

On February 12, 2024, Alderman Barber and Staff met with the City of Milwaukee Public Works and Tree Farm Staff and received a favorable response to working together with the City of Franklin on providing an easement for this trail. Franklin needs to further explore a best trail path and propose it for consideration.



Staff then asked three consultants to provide proposals. The consultants were GRAEF-USA, Inc., I&S Group, Inc. (ISG), and Trotter & Associates. All of the proposals exhibited that this short trail is fraught with permitting issues. ISG was selected by Staff because of the completeness of the proposal and the in-house resources that exhibited extensive knowledge of the permitting issues. ISG also proposed a neighborhood meeting as part of the process.

The ISG proposal had a fee of \$73,500 with minimal items identified for additional to be determined fees. While Staff selected ISG based on qualifications and project understanding, the ISG fee compared favorably to the fees for the other two firms. The scope would bring the project through the bidding, administration, and design reviews phase. The scope does not include wetland mitigation efforts, cultural resources /threatened and endangered species permitting, boundary survey / easement preparation, and construction administration/inspection/staking.

There are few unique edits from the standard template that should be noted:

- VI. Insurance C. Umbrella or Excess Liability Coverage for General / Commercial, Automobile Liability. The standard language "\$10,000,000 per occurrence for bodily injury, personal injury, and property" has been changed "\$10,000,000 per occurrence/\$10,000,000 aggregate for bodily injury, personal injury, and property damage"
- VI. Insurance E. Professional Liability (Errors & Omissions) "\$2,000,000 single limit" has been changed to "\$2,000,000 per claim/\$2,000,000 aggregate"
- Paragraph after table of VI Insurance: "Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a Certificate of Insurance (COI), which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT (except ten (10) calendar days for nonpayment), and naming CLIENT as an additional insured as required above."

Staff believes that the above unique edits are reasonable for the work that is to be performed.

### **OPTIONS**

- A. Authorize contract with ISG to complete this project; or
- B. Provide further direction to Staff.

### **FISCAL IMPACT**

\$110,000 is in the Capital Improvement Plan (Fund 46) budget for this project. As a trail project, 62% of the costs are eligible park impact fee costs. 62% of \$73,500 = \$45,570 leaving \$27,930 to be funded from landfill siting fees. Yet to be determined is the construction costs that will undoubtedly require an increased budget amendment, which would also be Park Impact Fee eligible.

### **RECOMMENDATION**

(Option A) Authorize Resolution 2024-\_\_\_\_ a resolution to authorize a contract with I&S Group, Inc. to provide design and permitting for Cascade Creek Trail for \$73,500.

Engineering Department: GEM

## 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 I & S Group, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 18500 W Corporate Drive, Suite 200, Brookfield, WI 53045.

### 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 trail extension design for Cascade Trail;

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 survey, permitting, design, and bidding services as described in CONTRACTOR's proposal to CLIENT dated March 1, 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 our standard billing rates with a not-to-exceed budget of \$73,500.00, 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 \$73,500.00. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

## III. MODIFICATION AND ADDITIONAL SERVICES

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

## IV. ASSISTANCE AND CONTROL

- A. 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, Kyle Maroszek, 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><b>\$1,000,000</b> per each occurrence for bodily injury, personal injury, and property damage  <b>\$2,000,000</b> 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><b>\$1,000,000</b> combined single limit</p> <p><i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability	<p><b>\$10,000,000</b> per occurrence/<b>\$10,000,000</b> aggregate for bodily injury, personal injury, and property damage</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>
E. Professional Liability (Errors & Omissions)	\$2,000,000 per claim/\$2,000,000 aggregate

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a **Certificate of Insurance (COI)**, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT (**except ten (10) calendar days for nonpayment**), 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 **April 1, 2024**.

**IX. DISPUTES**

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

**X. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.



## **XI. MISCELLANEOUS PROVISIONS**

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

**XII. CONTROLLING TERMS AND PROVISIONS**

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

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

CITY OF FRANKLIN, WISCONSIN

I & S Group, Inc.

BY: \_\_\_\_\_

BY: Kyle Renneke

PRINT NAME: John R. Nelson

PRINT NAME: Kyle Renneke

TITLE: Mayor

TITLE: Civil Engineer

DATE: \_\_\_\_\_

DATE: March 6, 2024

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: \_\_\_\_\_



March 6, 2024

**Glen Morrow, PE**

City Engineer

City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

414.425.7510  
gmorrow@franklinwi.gov

**500+**

Employees

**45**

States Licensed

**Zweig Group**

Hot Firm List for 2023

**Top 500**

2023 ENR Firm

**14**

Offices

**5**

Midwest States

**12**

Business Units

RE: Professional Services Proposal for  
Cascade Trail  
Franklin, Wisconsin

**Glen,**

As the City of Franklin looks to construct a multi-use trail connection Cascade Park to the River Terrace Drive neighborhood in Franklin, Wisconsin, ISG stands eager and ready to assist. ISG understands that the trail extension will connect Cascade Creek Park (South 60th Street and West Cascade Drive in the Root River Heights Subdivision) to the Root River section of the Oak Leaf Trail, and through the City of Milwaukee Tree Farm property to minimize wetland and floodplain impacts. The total trail length is approximately 3,400-linear feet and will be a paved surface.

There is a water crossing at Cascade Creek. The crossing type (i.e., culvert, bridge, boardwalk, etc.) will be determined through the design and permitting process. Additional design considerations include known wetlands in Cascade Creek and Root River Watersheds, FEMA floodway designation, and other environmental considerations yet to be identified.

Backed by our in-house, multi-disciplinary professionals, vast trail design experience, and a sound project understanding, ISG proposes to provide the following scope of services to meet your project needs.

## SCOPE OF SERVICES

### Task 1: Project Kickoff Meeting

ISG will facilitate an in-person project kickoff meeting, followed by a walk-through of the proposed trail corridor with City staff to flag the proposed trail alignment. The kickoff meeting will focus on confirming project expectations, including scope, timeline, and deliverables, as well as discussing all planning efforts to-date.

#### Deliverables

- Conduct project kickoff meeting and site visit
- Prepare agenda and distribute meeting minutes

### Task 2: Water Resources

ISG will perform a preliminary hydraulic analysis and permit review based on the kickoff meeting discussion. The selection of the water crossing design will also be determined. Based on the preliminary analysis, one of two options will be determined from the preliminary analysis:

- Option 1: If a FEMA no-rise certification can be obtained, then final design and permitting can move forward. The FEMA permitting requirements will vary depending on the option determined in the preliminary analysis. The following options outline the process for each route.

FEMA No Rise Certification ISG will utilize the pre-existing FEMA creek model to show that no impacts will be made to the floodway and/or floodplain. ISG will provide the application certifying that a no-rise condition is obtained by the design of the crossing.

- Option 2. If a FEMA no-rise certification cannot be obtained, then ISG will perform a CLOMR/LOMR analysis and work through the FEMA approval process during the final design and permitting.

FEMA CLOMR/LOMR. ISG will utilize the pre-existing FEMA creek model to show the impacts of the proposed project design. ISG will also develop the necessary documents to apply and send notices to the impacted property owners for the proposed project. Formal notices will need to be sent by the City, as ISG is not the local government unit responsible for the flood mapping.

### Task 3: Wetland Delineation

The wetland investigation will be completed in accordance with procedures set forth by the U.S. Army Corps of Engineers (USACE) 1987 Manual and 2010 Midwest Regional Supplement and all other applicable delineation procedures. The investigation will entail the following actions:

- Review available desktop information including historical aerial photography, National Wetland Inventory, USGS Topography, LiDAR Elevation Data, and soil survey maps.
- Antecedent precipitation analysis.
- Field work including soil analysis, vegetative survey, hydrology sampling, and wetland boundary delineation.
- In order to expedite the report preparation, ISG will survey the wetland boundary utilizing a sub-meter GPS unit in order to accurately depict the size and location for report preparation.
- Submit a wetland delineation report and boundary and type application.

This task includes attendance at one meeting, addressing any comments received (including revisions if needed) and phone/e-mail correspondence to aid in obtaining agency approval. The time frame to receive agency approvals is typically within 60 days from submission of a complete application.

Once the wetland delineation is complete, it will determine the extent of wetlands on site, potential wetland impacts based on project design, and determine what, if any additional permitting may be triggered based upon project impacts. These potential additional efforts are included in the Additional Services section of this proposal.

#### **Task 4: Topographic Survey**

ISG will provide the topographical survey performed by a licensed surveyor. The survey will include elevation shots across the new trail corridor and include existing trees within the flagged trail footprint, that are larger than six inches in diameter. The shots will also include all existing concrete and bituminous pavement, curbs, and underground utilities within the project corridor. The survey will verify existing topographic conditions and help determine the extent of improvements based on existing grades. The survey will also include all known utility and easement and watershed information within the project limits.

##### **Deliverables**

One (1) topographical site survey to scale (PDF)

#### **Task 5: Plans + Specifications**

Based on the project scope, schedule, and existing information, ISG will deliver the following plans and specifications to the City and agencies for approval:

- Title Sheet
- Detail Sheets
- Typical Sections
- Stormwater Pollution Prevention Plan
- Plan + Profile Sheets
- Restoration Plans
- If required, Bridge Construction Plans to be provided by Bridge Manufacturer
- Project Manual and Specifications
- Construction Cost Estimate

#### **Task 6: Bidding, Administration, and Design Reviews**

ISG will work with City staff to prepare any bidding documents necessary to be inserted into the City project bid package and help to answer any City or Contractor questions during bidding.

##### **Deliverables**

- Bid documents for the project
- Attend bid opening, tabulate bids, and provide recommendation
- Follow up with agency and contractor requirements prior to construction



### Meeting Expectations

ISG will attend the following meetings to meet the needs of this project.

- Kickoff meeting and Root River trail field walk with City and Tree Farm site visit
- ISG and City staff design review - four (4) virtual meetings
- Agency review meetings: City of Franklin, City of Milwaukee, Milwaukee County, and Wisconsin Department of Natural Resources - two (2) meetings per agency during preliminary and final design
- Neighborhood meeting - one (1) in-person meeting

### COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule. Anticipated reimbursable expenses such as travel, mileage, and printing are included. Sales tax is excluded from the compensation.

Phase	Cost
Task 1: Project Kickoff Meeting	\$500
Task 2A: Stormwater Analysis, Design Selection, and Permitting Review	\$10,000
Task 2B: FEMA CLOMR/LOMR	\$10,000
Task 3: Wetland Delineation	\$5,000
Task 4: Topographic Survey	\$7,500
Task 5: Plans + Specifications	\$27,500
Task 6: Bidding, Administration, and Design Reviews	\$13,000
<b>Total</b>	<b>\$73,500</b>

### ADDITIONAL SERVICES

- If the project design indicates that impacts to wetland will exceed thresholds that trigger mitigation, ISG will complete mitigation permitting. A subsequent proposal would be developed for these services.
- Following review and approval of the wetland delineation, ISG will identify if additional efforts are necessary to address cultural resources and threatened and endangered species permitting. A subsequent proposal would be developed for these services if deemed necessary.





- ISG can complete a project boundary survey and address easement needs based on meeting outcomes with the City of Milwaukee. A subsequent proposal would be developed for these services.
- ISG can provide construction administration, construction inspection, and construction staking as needed on a time and materials basis. A subsequent proposal would be developed for these services.

ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Franklin. Upon acceptance of this proposal, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,

**Michael Novitzki**  
Development Strategist

**Kyle Renneke**  
Civil Engineer

## ATTACHMENT

- Project Team

### ACKNOWLEDGMENT OF ACCEPTANCE

*This proposal is valid for 30 days.*

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Company: \_\_\_\_\_  
*Print*

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

Title: \_\_\_\_\_  
*Print*

Signature: \_\_\_\_\_

---

## Attachment: Project Team

### **MICHAEL NOVITZKI**

*Development Strategist*

Role: Client Services Representative



### **CHELSEA DAVIS**

*Project Administrator*

Role: Client Relationship Manager



### **DANYELLE PIERQUET, PLA**

*Project Executive*

Role: Landscape Architecture



### **KYLE RENNEKE**

*Civil Engineer*

Role: Trail Design Lead



### **KYLE MAROSZEK**

*Project Manager*

Role: Project Management



### **PAUL MARSTON, CFM**

*Environmental Practice Group Leader*

Role: Environmental Review



### **JACOB RISCHMILLER, PE**

*Water Resources Practice Group Leader*

Role: Water Resources Lead



### **DAN STUEBER, PLS**

*Land Survey Practice Group Leader*

Role: Survey Lead



STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION TO AUTHORIZE A CONTRACT WITH I&S GROUP, INC. TO PROVIDE DESIGN AND PERMITTING FOR CASCADE CREEK TRAIL FOR \$73,500

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WHEREAS, the City of Franklin recognizes the importance of promoting active transportation options and enhancing recreational opportunities for its residents and visitors; and

WHEREAS, there is a growing demand for pedestrian and bicycle infrastructure to improve connectivity between key destinations within the City including the Franklin High School, the Root River Heights subdivision, Cascade Creek Park, and the River Terrace Estates Subdivision with the rest of Franklin by accessing the Milwaukee County Root River Trail; and

WHEREAS, the design and construction of the proposed trail involve complex permitting processes due to the presence of natural resources, including waterways, and require collaboration with Milwaukee County for portions of the trail alignment, as well as coordination with the City of Milwaukee for access to the tree farm property; and

Whereas, the City of Franklin has conducted a thorough evaluation of potential consultants and identified I&S Group, Inc. as the most qualified firm to undertake the design of the pedestrian/bicycle trail, considering their experience, expertise, and understanding of the project requirements.

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 I&S Group, Inc. to provide design of the Cascade Creek Trail; 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 \_\_\_\_\_

<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  March 19, 2024</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #754-0028-000</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  M. 30.</p>

**BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that was incorrectly charged for the 2023 tax year. Back on 5/8/23, the previous City Assessor approved an Open Book Notice of Amended Assessment (see attached). This never made it through the process, therefore the parcel was incorrectly assessed. The initial assessment amounts weren't corrected to the amended assessment amounts; therefore, the resident was charged the incorrect tax amount.

**ANALYSIS**

Parcel: 754-0028-000  
 Owner: Nashaat Gerges  
 Address: 7219 Cambridge Dr. S

On May 8, 2023, the resident and previous City Assessor, Kyle Kabe, spoke on the phone in regards to the property's assessment value. Per Kyle Kabe, "Based on our in-person conversation today I've adjusted your property. Attached is the waiver form please sign and email back as soon as possible." The resident signed and sent back the form requested on May 8, 2023. Through the Open Book process, this property was never amended. The current City Assessor has agreed to honor this change and approve this rescinded tax and refund request.

**FISCAL NOTE**

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$396.21. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$1,342.74.

**RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined.

**COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2024-\_\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #754-0028-000; and direct staff to file the chargeback request with the DOR to seek compensation from the other taxing authorities.

Finance Dept - DB





Name	<b>Nashaat Gerges</b>			
Parcel ID	754-0028-000 equated			
Assessed Value -	Original	\$1,151,600		
Assessed Value -	Revised	\$1,044,100		
Payments Due		-107,500		
Lottery Credit		0 00	0.00	0 00
1/31		9,314.27	8,444 79	869 48
3/31		4,657 14	4,222.40	434.74
5/31		4,657 14	4,222.40	434 74
		<u>18,628 54</u>	<u>16,889.58</u>	<u>1,738 96</u>

		2023	Original	Adjusted	Difference	GL Entry
		Rate	Amount	Amount		State
						Report
						Difference
	GL A/R Acct					
State Tax		0 0000000	0.00	0.00	0 00	0.00
Milwaukee County	01 0000 1415	3.3711542	3,882.22	3,519 82	362.40	329.78
Sales Tax Credit		0 0000000	0.00	0.00	0 00	
City of Franklin	01 0198 5543	4.0502260	4,664.24	4,228 84	435.40	396.21
MATC (VTAE)	01 0000 1412	0.8611245	991.67	899.10	92 57	84.24
1 Franklin Schools	01 0000 1411	8 1719422	9,410.81	8,532 32	878.49	799.42
State School Levy credit		-1 5999288	-1,842.48	-1,670 49	-171.99	
1 MMSD	01 0000 1413	1 3217058	1,522.08	1,379 99	142.09	129.30
		<u>16.1762239</u>	<u>18,628.54</u>	<u>16,889.58</u>	<u>1,738.96</u>	<u>1,738.95</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools 01 0000 1411 8.1719422

Oak Creek/Franklin Schools 01 0000 1418 8.2508137

Whitnall Schools 01 0000 1419 7.4508424

No Sewer 0.0000000

TOTAL

Save

Print

### Open Book Notice of Amended Assessment

Property Information		
Taxation district <i>(check one)</i>	<input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City	Municipality FRANKLIN
		County Milwaukee
Parcel number 754-0028-000	Street address 7219 CAMBRIDGE DR S	Assessment year 23
Initial Assessment	Amended Assessment	
Land	\$ 118,000.00	Land
		\$ 118,000.00
Improvements	\$ 1,033,600.00	Improvements
		\$ 926,100.00
Total	\$ 1,151,600.00	Total
		\$ 1,044,100.00
Is this property subject to conversion charge under sec 74 485, Wis Stats ? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Assessor Information		
<i>I hereby amend the assessment for the property listed above</i>		
Name KYLE L. KABE	Date (mm dd-yyyy) 5-8-2023	
Signature <i>Kyle L. Kabe</i>		

### Property Owner Waiver – Amended Assessment Notification

*As the property owner, I forfeit and waive the further right to receive notification of this changed assessment before the Board of Review I understand I may still proceed with an appeal to the Board of Review, following the requirements provided under sec 70.47, Wis Stats I understand that more detailed assessment objection procedures can be found in the Guide for Property Owners or on the back of the initial Notice of Changed Assessment (PR 301)*

#### Property Owner / Agent

Name Nashaat Gerges	Date (mm dd-yyyy) 5-8-2023
Signature <i>Nashaat Gerges</i>	

Copies to  Property Owner / Agent  Assessor  Municipality

Thu > 024 1 34 PM


SA

Scott Alvey

FW: 2023 Property Taxes based on initial assessment not the amended Assessment - PROPERTY 754-0028-000

To: Kelly Hersh, Danielle Brown

c: Nichole Tesch

 You replied to this message on 3/7/2024 12:18 PM  
This message was sent with High importance



754-0028-000 7219 CAMBRIDGE DR S WAIVER\_signed.pdf  
391 KB

Kelly and Danielle,

This is the only one of the excessive taxes claims so far that we agree is completely valid. The 2023 value was \$1,151,600; the value should've been \$1,044,100. Please see attachment for confirmation from the previous assessor.

In other municipalities, we just send the finance director the list of properties, and they bring it to some meeting to fix it. It's kind of out of our hands at that point, but we think it usually goes to the finance meeting. Could you please bring this property to the next finance committee meeting? If you need any more information from us, just let me know.

Thanks,

Scott Alvey  
Assessor's Office  
City of Franklin  
414-425-1416

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 19, 2024
Reports & Recommendations	An Ordinance to Add §183-48. D. to the Municipal Code that Discusses the Use of City Park Pavilions	ITEM NO. All Ald. Districts M, 31.

**BACKGROUND**

On February 21, 2024, the Common Council considered and tabled this issue (G.15) until the March 19, 2024 meeting with the direction for Staff to return with photos of the posted signage for all of the pavilions and provide suggested language for the Ordinance to meet the intended purpose.

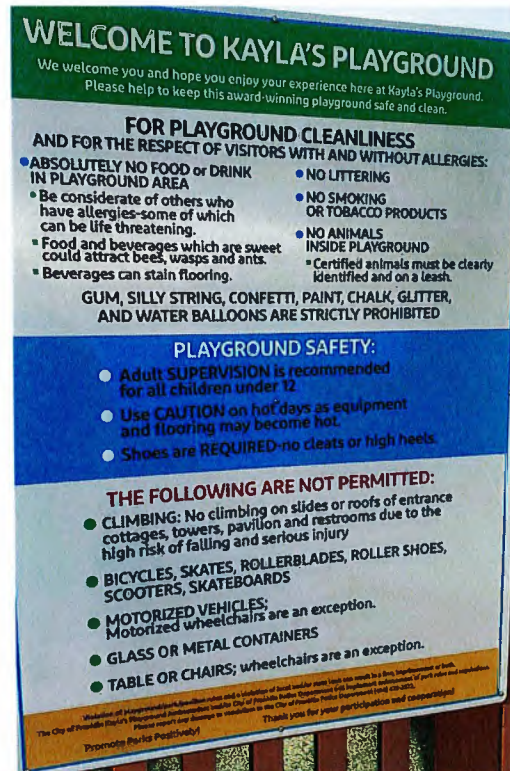
Below are photos taken by the DPW Foreman, Dale Borchardt. These photos are included with the reminder that signage may be replaced with language consistent with a modified municipal code.

Legal staff is still discussing suggested language and may have a recommendation at the meeting.

**Franklin Woods/Kayla’s Playground.** Franklin Woods has 2 of these signs: on the pavilion and next to the circle driveway. The biggest difference between some of these new white signs is the verbiage relating to charcoal grills. This sign has some verbiage particular to Kayla’s Playground.



**Franklin Woods/ Kayla’s Playground.** This sign is mounted next to the donor board at Kayla’s Playground





Pleasant View Park. This sign is mounted on the pavilion.



Legend Park. This sign is mounted to the south of the pavilion, near the school house.



Vernon Barg Park. This sign is mounted next to the parking lot, north of the pavilion.



Ken Windl Park. This sign is mounted on the west side of the building.





**Market Square.** This sign is located near the angled parking.



**Jack Workman Park**



**Friendship Park**



**Christine Rathke Park**





### Ernie Lake Park



### Meadowlands Park



### Crooked Creek Walking Trail



**OPTIONS**

Approve, Deny, or Approve with modifications

**FISCAL NOTE**


Although not the purpose of this ordinance, this ordinance may increase revenue from park pavilion rentals that are deposited in the General Fund 01 and likewise will allow Staff to recuperate expenses for excessive cleaning and damages currently caused from unauthorized pavilion use.

Change of signage is unbudgeted.

**COUNCIL ACTION REQUESTED**

Adopt Ordinance 2024-\_\_\_\_ an ordinance to add §183-48. D. to the Municipal Code that discusses the use of city park pavilions.

Engineering: GEM

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> February 21, 2024
<b>Reports &amp; Recommendations</b>	<b>An Ordinance to Add §183-48. D. to the Municipal Code that Discusses the Use of City Park Pavilions</b>	<b>ITEM NO.</b> All Ald. Districts B.15.

**BACKGROUND**

The City of Franklin has six park pavilions that are rented to the general public. The rentable park pavilions include Franklin Woods Nature Center, Ken Windl, Lions Legend, Pleasant View, Market Square, and Vernon Barg. The rental fees are intended to cover the cost of cleaning and other expenses related to owning and maintaining the facilities. Increasingly, the public is opting to no rent the shelters but nonetheless use the open shelters (Franklin Woods, Lions Legend, Market Square, Vernon Barg, and sometimes Pleasant View) at times when no one else has rented the facilities. These non-rented use occasions from unknown persons sometimes requires as much or more effort to clean the facilities. These unreserved uses do not have to acknowledge the rules at each pavilion and any damages or excessive cleaning efforts are not recoverable from security deposits.

The Parks Commission has discussed this issue at multiple meetings and the Common Council provided some guidance on May 16, 2023 *"to restrict the use of City pavilions with no restriction to party size and include signage with restrictions."*

The Franklin Police Departemnt has appeared before the Parks Commission to explain that it is not the intent to patrol the parks looking for violations. However, when complaints are received from the public or cleaning staff, the responding officer needs a tool in the municipal code to use as enforcement.

The Parks Commission on February 12, 2024 recommended to the Common Council to adopt §183-48. D. as written below. This proposed language has been approved by Franklin Police Chief Craig Liermann.

**ANALYSIS**

The Current Municipal Code § 183-48 Regulations governing parks states:

- A *All City parks are open daily from dawn (30 minutes before sunrise) to dusk (20 minutes after sunset) and shall be closed at all other times unless other hours are authorized under a park permit*
- B *No sales of anything for profit or nonprofit shall be permitted in City parks unless authorized by special permit from the Park Department*
- C *Rules and regulations governing the use and activities in the City parks, as adopted by the City Park Commission and amended from time to time, on file in the office of the City Clerk, are adopted herein by reference and made a part of this article as though fully set forth herein*

Considering the guidance provided by the Common Council on May 16, 2023, the Franklin Parks Commission has recommended that §183-48 Regulations governing parks include a paragraph D. to state:

- D. Use of Pavilions not in accordance with the posted signage is prohibited. Those with or without reservations may be asked by the City to vacate premises and citations may be issued for ordinance violations.**

The Parks Commission was not a unanimous concensious. There were only 4 members and the vote was 2 yes, 0 no, and 2 abstensions. One of the members who abstained was offered the opportunity to provide comments to the Common Council on her concerns and she is quoted below:

*The original intent that generated the request for council action was to support custodial worker(s) who identified parties being held in city park pavilions without permits as contributing to vandalism, littering and unscheduled maintenance after normal park hours. The original proposal was made almost a year ago.*

*City Park pavilions are used by the general public for temporary shelter, shade, rest, eating and informal gatherings. The rental of these pavilions for a fee, affords a person the exclusive use of that facility for the rental period and a method for the City to withhold funds to pay for any damages an event creates.*

*A citizen would logically assume public use of park space and equipment is authorized unless it is secured, such as the new Pleasant View Park pavilion*

*The current municipal code states "rules and regulations governing the use and activities in the City parks, ... , on file in the office of the City Clerk". It would be better if this could be electronically available to the public on an external facing website, but regardless, signage with the rules and regulation have been posted at the pavilions*

*The FPD representative explained to the Park Commission that they would not actively enforce this legislation but would respond to complaints by citizens and city employees. Wouldn't violations of part A and C of the current Municipal Code § 183-48 be reportable*

*An ID check, as highlighted, was never supposed to go up for legal/police review and was not recommended in the Park Commission request*

*I am concerned about a comment in a parks commission meeting about a "cultural thing" contributing to the need for this municipal code modification.*

*As a community member I do not agree that use of the pavilions should be restricted to permit holders only in the hopes of avoiding messes made from unpermitted parties*

*I abstain from voting as it seems city employees believe strongly that this is the solution to their issue*

*Kristen Stanley  
Franklin Parks Commissioner*

**OPTIONS**

Approve, Deny, or Approve with modifications

**FISCAL NOTE**

Although not the purpose of this ordinance, this ordinance may increase revenue from park pavilion rentals that are deposited in the General Fund 01 and likewise will allow Staff to recuperate expenses for excessive cleaning and damages currently caused from unauthorized pavilion use.

**COUNCIL ACTION REQUESTED**

Adopt Ordinance 2024-\_\_\_\_\_ an ordinance to prohibit unauthorized use of City Park Pavilions.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE TO ADD §183-48. D. TO THE MUNICIPAL CODE THAT  
DISCUSSES THE USE OF CITY PARK PAVILIONS

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WHEREAS, The City of Franklin has six park pavilions that are rented to the general public and there are instances of public use without renting that have caused operational issues; and

WHEREAS, this topic has generated much discussion in Parks Commission and Common Council meetings in consultation with City Legal Staff, the Police Department, and the Department of Public Works and final wording is at the recommendation of the City Parks Commission.

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

SECTION I. Section 183-48. D. of the Municipal Code of the City of Franklin is hereby added as follows *[note deletions appear in strike-through text, additions appear in double-underlined text]*:

ADD:

**D. Use of Pavilions not in accordance with the posted signage is prohibited. Those with or without reservations may be asked by the City to vacate premises and citations may be issued for ordinance violations.**

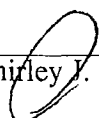
INTRODUCED at a regular meeting of the Common Council of the City of Franklin this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024, by Alderman \_\_\_\_\_.

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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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  <b>03-19-24</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>An Ordinance to Increase the Operator's License Fee from \$40.00 to \$50.00</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  <b>15, 32.</b></p>

City Clerk is proposing an Ordinance to increase the operator's license fee from \$40.00 to \$50.00. The city is charged \$7.00 for each operator that requests a license for a background check. The City includes the background check fee in with the \$40.00. In reviewing other municipalities in the area, most municipalities charge a license fee plus an additional fee for the background check. The Clerk is proposing increasing the fee and including the background check fee in with the total amount due. The following is a list of what some of the other municipalities are charging for operator's licenses:

- Oak Creek: \$100 for (two years).
- Greenfield: \$50 for the license plus \$10 for the background fee.
- Waukesha: \$75 for the license (two years) plus \$7.00 for the background fee.
- West Allis: \$90 for the license fee plus \$16.00 for the background fee.

**COUNCIL ACTION REQUESTED**

Motion to approve an Ordinance to increase the operator's license fee from \$40.00 to \$50.00, or as directed.

ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE TO AMEND §169.1 LICENSES REQUIRED, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, TO INCREASE THE COST OF THE ALCOHOL BEVERAGES OPERATOR’S LICENSE FEE

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WHEREAS, the cost to the City of administering alcohol beverages operator’s licenses, including City staff time involved in the processing thereof, and charges the City is incurring for background checks in the amount of \$7.00 for each applicant, has increased, though the operator license fee has not been increased since March 3, 2020; and

WHEREAS, the Common Council having reviewed a recommended by the City Clerk Ten Dollar (\$10.00) increase to the operator’s license current fee of Forty Dollars (\$40.00), and having found such increase to be reasonable and not in excess of the actual cost of such license administration.

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

SECTION 1: §169-1 Licenses required, of the Municipal Code of the City of Franklin, Wisconsin, specifically and solely as it pertains to Section 158-3H Operator’s license therein, be and the same is hereby amended as follows: delete “\$40.00” and in place thereof insert: “\$50.00”.

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

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

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

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

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

ORDINANCE NO. 2024-\_\_\_\_\_

Page 2

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 March 19, 2024
REPORTS & RECOMMENDATIONS	Edits to the Template for Water Main Easements	ITEM NO. All Districts H. 33.

**BACKGROUND**

On March 4, 2024, Common Council discussed a change in policy to water services and hydrants after a recommendation from the Board of Water Commissioners. There are some current projects that are needing to provide a watermain easement so this portion of the discussion is brought to the Common Council for consideration before any new or in-process watermain easements are executed.

**ANALYSIS**

The recommendation from the Board of Water Commissioners and motion by the Common Council was:

- Require all water services and appurtenances (6-inch diameter and greater) on private property to be dedicated to the City.
- Change easement language restrict City responsibility for maintenance of pipe, fittings, valves, hydrants and other water appurtenances only.
- Require property owner to make all restorations to surface. And
- Allow charging costs to the property owner

The attached template is a marked-up version of the proposed water main easement. Staff is recommending these changes and believes that they are consistent with the intent of the Board of Water Commissioners and the Common Council.

Discussion on the proposed language changes are welcomed.

**OPTIONS**

Direction to staff to start using the submitted template [with] [without] additional edits provided by the Common Council.

**FISCAL NOTE**

The fiscal impact to the City / Water Utility is unknown but will be immense in that it shifts the entire cost of watermain maintenance and repairs from the Utility to the property owners.

**RECOMMENDATIONS**

Direct Staff to use the attached document [with] [without] additional edits provided by the Common Council for future water main easements.



## WATER MAIN EASEMENT

(Development Name)  
Address  
Tax Key Number

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

### WITNESSETH

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

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

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

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

### UPON CONDITION

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



that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. ~~C~~That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Costs shall be computed with actual City employee wages with benefits, materials used, rental equipment, and contractor invoices, if applicable. Payment for services are due within 30-days of invoice to Grantor and unpaid invoices are subject interest and penalties and past-due balances are also subject to adding to the annual tax bill for the subject parcels.
- 5-6. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water ~~Works~~Utility, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities ~~on mylar~~ for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Name Printed

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name & Title Printed

STATE OF \_\_\_\_\_  
SS

COUNTY OF \_\_\_\_\_

Before me personally appeared on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above  
named \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Name printed) (Title) (Development)

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

\_\_\_\_\_  
Notary Public  
( )  
My commission expires \_\_\_\_\_

CITY OF FRANKLIN

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

By: \_\_\_\_\_  
Shirley J Roberts, City Clerk

STATE OF WISCONSIN  
SS  
COUNTY OF MILWAUKEE

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

\_\_\_\_\_  
Notary Public  
( )  
My commission expires \_\_\_\_\_



Exhibit A  
(Description of the Property)



Exhibit B  
(Depiction of the Facilities)

Exhibit C  
(Description of Easement Area)

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 19, 2024
Reports & Recommendations	A Resolution for Milwaukee County to Provide On-Street Bicycle Accommodations on S. 76 <sup>th</sup> Street Between W. South County Line Road and S. Creekview Court	ITEM NO. Ald. Dist. 1 H. 34,

**BACKGROUND**

Milwaukee County Department of Transportation (MCDOT) has an upcoming project located in the City of Franklin. The reconstruction project is WH0260011, S. 76th Street (CTH U) from W. South County Line Road to S. Creekview Court. S. 76th Street (CTH U) will remain a rural cross section within the project limits with storm water conveyed through ditches and culverts. Attached is an exhibit of the project location. Currently, this section of roadway has unpaved shoulders.

MCDOT asked the City if sidewalks or a multi-use path are desired to be added within the project limits. On May 16, 2023, Common Council gave direction to have *“Staff work with MCDOT to include on-street accommodations (paved shoulders) for bicycle/pedestrians Staff would return with a resolution showing this support to MCDOT Staff would request that MCDOT provide an estimate for this option ”*

This resolution is to affirm this previous decision.

**ANALYSIS**

The May 16, 2023 Common Council action item G.13 is attached for a full discussion leading to the decision.

**OPTIONS**

Approve the attached resolution or approve with amendments.

**FISCAL NOTE**

There are no costs to the City for a decision to provide on-street bicycle accommodations (paved shoulders).

**RECOMMENDATION**

Adopt Resolution 2024-\_\_\_\_\_ a resolution for Milwaukee County to provide on-street bicycle accommodations on S. 76th Street between W. South County Line Road and S. Creekview Court.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION FOR MILWAUKEE COUNTY TO PROVIDE ON-STREET  
BICYCLE ACCOMMODATIONS ON S. 76TH STREET BETWEEN  
W. SOUTH COUNTY LINE ROAD AND S. CREEKVIEW COURT

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WHEREAS, the safety and well-being of bicyclists are of utmost importance to the City of Franklin; and

WHEREAS, encouraging alternative modes of transportation, such as biking, promotes a healthier lifestyle and reduces carbon emissions; and

WHEREAS, Milwaukee County is planning a road improvement project on S. 76<sup>th</sup> Street (CTH U) within the jurisdiction of the City of Franklin from W. South County Line Road to S. Creekview Court; and

WHEREAS, the current configuration of the road project lacks adequate accommodations for cyclists, thereby posing risks to their safety; and

WHEREAS, incorporating widened asphalt or concrete shoulders to accommodate bicycle use would enhance safety and accessibility for non-motorized travelers; and

WHEREAS, the Franklin Common Council recognizes the importance of collaboration with Milwaukee County to ensure that road projects align with the goals and values of the City.

NOW, THEREFORE, BE IT RESOLVED, The City of Franklin is directing Milwaukee County to incorporate bicycle accommodations as a widened asphalt or concrete shoulder for the S. 76<sup>th</sup> Street (CTH U) road improvement project within the jurisdiction of the City of Franklin from W. South County Line Road and S. Creekview Court.

Introduced at a regular order meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_.

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 Roberts, City Clerk

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE March 19, 2024
Reports & Recommendations	<b>A Resolution to Authorize WE Energies to transfer two existing LED street lights to new poles and to convert one High Pressure Sodium Light to LED Light for the total cost of \$1,807.72</b>	ITEM NO. Ald. Dists. 1, 2 & 6 <i>H. 35,</i>

**BACKGROUND**

WE Energies is rebuilding part of the electrical distribution system in the City of Franklin and plans to transfer the two existing LED lights on the north side of West St Martins Road and on the southwest corner section, in the intersection of West St Martins Road and South 100th Street. Also, to convert high-pressure sodium (HPS) light to LED light at the intersection of South 92<sup>nd</sup> Street and West St Martins Road.

The City of Franklin pays monthly rental fees on these light fixtures.

Two attached authorization letters and tables showing the upfront and monthly fee charges.

Sketches were provided to Staff but not enclosed.

These locations are associated with a Wisconsin Department of Transportation (WisDOT) project that the City is reimbursing WisDOT for the work associated with a trail. WisDOT has already paid WE Energies for this order and the City needs to complete the paperwork as the City is responsible for the ongoing rental fees.

**ANALYSIS**

The City must pay the cost relative to the need of transferring the two existing LED street lights and also to convert one street light from High-Pressure Sodium to LED as part of the WE-Energies electrical distribution system upgrade within the City of Franklin.

**OPTIONS**

As the work is already in the works per the direction of WisDOT, the City must approve or discuss costs to rescind the work. However, these intersections need area lights.

**FISCAL NOTE**

Payment to WE-Energies (via WisDOT invoices to the City for the trail project) with the total amount of \$1,807.72 for the transfer of the two existing LEDs, and to convert HPS to LED light as part of the rebuilding of the electrical distribution system.

Ongoing rental of the lights will be adjusted in the Streetlighting Fund 351.

**RECOMMENDATION**

Authorize Resolution 2024-\_\_\_\_\_ a resolution to authorize WE Energies to convert one high-pressure sodium light to LED light and also to transfer two existing LED street lights to new poles.

Engineering Department: GEM



RESOLUTION NO. 2024 -

A RESOLUTION TO AUTHORIZE WE ENERGIES  
TO TRANSFER TWO EXISTING LED STREET LIGHTS TO NEW POLES  
AND ALSO, TO CONVERT ONE HIGH PRESSURE SODIUM LIGHT TO LED LIGHTS  
FOR TOTAL COST OF \$1,807.72

-----  
WHEREAS, WE Energies is rebuilding part of the electrical distribution system in the City of Franklin and plans to transfer two existing LED street lights and to convert one high pressure sodium (HPS) light to LED light; and

WHEREAS, these lighting fixtures owned by WE Energies that the City of Franklin pays monthly rental fees; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to authorize the initial cost of \$1,807.72.

BE IT FURTHER RESOLVED, that the City Engineer is authorized to make the necessary direction to WE Energies to perform these types of work,

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 \_\_\_\_\_

<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b> March 19, 2024</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p><b>ITEM NUMBER</b>  M. 36.</p>

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE  March 19, 2024
REPORTS AND RECOMMENDATIONS	Wholesale Public Water Supply to Franklin 2024. The Common Council may enter closed session pursuant to Wis. Stat § 19.85(1)(e) to deliberate upon information, terms and provisions of the potential provision of public water supply to the City of Franklin as related to the City, the Franklin Municipal Water Utility and its customers in 2024 and beyond; and the potential negotiation of terms in relation thereto, including, but not limited to potential amendments to the Agreement for Oak Creek to Provide Water at Wholesale to Franklin, potential agreement terms with alternate public water supply sources, including, but not limited to the City of Milwaukee and Milwaukee Water Works, a financial analysis study of long-term water supply, and the investing of public funds and governmental actions in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER  D.37.

### COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat § 19.85(1)(e) to deliberate upon information, terms and provisions of the potential provision of public water supply to the City of Franklin as related to the City, the Franklin Municipal Water Utility and its customers in 2024 and beyond; and the potential negotiation of terms in relation thereto, including, but not limited to potential amendments to the Agreement for Oak Creek to Provide Water at Wholesale to Franklin, potential agreement terms with alternate public water supply sources, including, but not limited to the City of Milwaukee and Milwaukee Water Works, a financial analysis study of long-term water supply, and the investing of public funds and governmental actions in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/19/2024
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>AGREEMENT FOR PROFESSIONAL SERVICES TO PROVIDE ASSESSMENT SERVICES BETWEEN THE CITY OF FRANKLIN AND ACCURATE APPRAISAL, LLC. THE COMMON COUNCIL MAY ENTER CLOSED SESSION PURSUANT TO WIS. STAT.§ 19.85(1)(E), FOR COMPETITIVE AND BARGAINING REASONS, TO DELIBERATE AND CONSIDER TERMS RELATING TO THE AGREEMENT FOR PROFESSIONAL SERVICES TO PROVIDE ASSESSMENT SERVICES BETWEEN THE CITY OF FRANKLIN AND ACCURATE APPRAISAL, LLC ENTERED INTO ON FEBRUARY 7, 2022, AND THE PERFORMANCE THEREOF, AND THE INVESTING OF PUBLIC FUNDS AND GOVERNMENTAL ACTIONS IN RELATION THERETO, AND PURSUANT TO WIS. STAT.§ 19.85(1)(G), TO CONFER WITH LEGAL COUNSEL FOR THE COMMON COUNCIL WHO IS RENDERING ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS LIKELY TO BECOME INVOLVED, AND TO RE-ENTER OPEN SESSION AT THE SAME PLACE THEREAFTER TO ACT ON SUCH MATTERS DISCUSSED THEREIN AS IT DEEMS APPROPRIATE.</b>	<b>ITEM NUMBER</b> <i>N. 38.</i>
<p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to enter a closed session Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC. The Common Council may enter closed session pursuant to Wis. Stat.§ 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to the Agreement for Professional Services to provide Assessment Services between the City of Franklin and Accurate Appraisal, LLC entered into on February 7, 2022, and the performance thereof, and the investing of public funds and governmental actions in relation thereto, and pursuant to Wis. Stat.§ 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		

Mayor – JRN; DOA – KH



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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/19/2024
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>SPECIFICALLY CONCERNING PERSONNEL ISSUES AND CLAIMS INVOLVING ADMINISTRATOR. THE COMMON COUNCIL MAY ENTER A CLOSED SESSION PURSUANT TO WIS. STAT. § 19.85(1)(C), CONSIDERING EMPLOYMENT, PROMOTION, COMPENSATION, OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNING BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY, AND WIS. STAT. § 19.85(1)(G) CONFERRING WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED, AND TO REENTER OPEN SESSION AT THE SAME PLACE THEREAFTER TO ACT ON SUCH MATTERS DISCUSSED THEREIN AS IT DEEMS APPROPRIATE.</b>	<b>ITEM NUMBER</b> <i>Ms. 39.</i>

**COMMON COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and Wis. Stat. § 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Mayor – JRN

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 03/19/2024</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM 02/NUMBER H.</b>

See attached License Committee Meeting Minutes from the License Committee Meeting of March 19, 2024.

**COUNCIL ACTION REQUESTED**

Approval of the Minutes of the License Committee Meeting of March 19 2024.

CITY CLERK'S OFFICE



**License Committee Agenda\***  
**Franklin City Hall Aldermen's Room**  
**9229 West Loomis Road, Franklin, WI**  
**March 19, 2024 – 5:45 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>		
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>			
		<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2023-2024</b>	<b>Brittany Carlson</b> Target Store T-2388			
<b>Operator 2023-2024</b>	<b>Matthew Christman</b> Target Store T-2388			
<b>Operator 2023-2024</b>	<b>Barbara Hughes</b> Target Store T-2388			
<b>Operator 2023-2024</b>	<b>Rhea Lemay</b> Target Store T-2388			
<b>Operator 2023-2024</b>	<b>Matthew McCollom</b> On the Border			
<b>Operator 2023-2024</b>	<b>Jace Miller</b> The Rock Sports Complex			
<b>Operator 2023-2024</b>	<b>Beth Potrykus</b> Target Store T-2388			
<b>Operator 2023-2024</b>	<b>April Ritter</b> Country Lanes Bowling Center			
<b>Operator 2023-2024</b>	<b>Isabella Tolfa</b> Target Store T-2388			
<b>Operator 2023-2024</b>	<b>Charleen Zinda</b> Target Store T-2388			

<b>Operator 2023-2024</b>	<b>Keith Ziolkowski</b> The Rock Sports Complex			
<b>Operator 2023-2024 Renewal</b>	<b>Savannah Dever</b> The Rock Sports Complex			
<b>Operator 2023-2024 Renewal</b>	<b>Carinn Hoffmann</b> The Rock Sports Complex			
<b>Temporary Entertainment &amp; Amusement</b>	<b>Rainbow Valley Rides, Inc</b> Person in Charge: Ronald Kedrowicz Event: Independence Celebration Location: City Hall – 9229 W Loomis Rd Event Dates: 7/3 through 7/7/2024			
<b>3.</b>	<b>Adjournment</b>	<b>Time:</b>		

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



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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">DB</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">3/19/2024</p>
<p style="text-align: center;"><b>Bills</b></p>	<p style="text-align: center;"><b>Vouchers and Payroll Approval</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">I</p>

Attached are vouchers dated March 1, 2024 through March 14, 2024, Nos. 197057 through Nos. 197216 in the amount of \$ 1,033,037.26. Also included in this listing are EFT Nos. 5624 through EFT Nos. 5632 and No. 349 (S), Library vouchers totaling \$ 1,666.98, Water Utility vouchers totaling \$ 10,970.74 and Property Tax Refunds in the amount of \$ 9,292.80.

Early release disbursements dated March 1, 2024 through March 13, 2024 in the amount of \$ 492,062.16 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated March 8, 2024 is \$ 484,305.77, previously estimated at \$ 490,000. Payroll deductions dated March 8, 2024 are \$ 248,802.45, previously estimated at \$ 255,000.

The estimated payroll for March 22, 2024 is \$ 480,000 with estimated deductions and matching payments of \$ 500,000.

**COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of March 14, 2024 in the amount of \$ 1,033,037.26
- Payroll dated March 8, 2024 in the amount of \$ 484,305.77 and payments of the various payroll deductions in the amount of \$ 248,802.45 plus City matching payments and
- Estimated payroll dated March 22, 2024 in the amount of \$ 480,000 and payments of the various payroll deductions in the amount of \$ 500,000, plus City matching payments.

**ROLL CALL VOTE NEEDED**