

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 FEBRUARY 4, 2025 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of January 21, 2025.
- D. Hearings.
- E. Organizational. Mayoral Commission Appointments:
 - 1. Mayoral Aldermanic Appointment: Alderwoman Michelle Eichmann-Plan Commission, 1 year unexpired term expiring 04/14/25.
 - 2. Mayoral Boards and Commission Appointments:
 - (a) Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6-Economic Development Commission, 1 year unexpired term expiring 06/30/25.
 - (b) Melissa Ferguson, 7612 S. 70th St., Ald. Dist. 5-Economic Development Commission, 1 year unexpired term expiring 06/30/25.
 - (c) Melissa Ferguson, 7612 S. 70th St., Ald. Dist. 5-Community Development Authority, 4 year unexpired term expiring 08/30/27.
- F. Letters.
- G. Reports and Recommendations:
 - 1. A Resolution to Award the W. Saint Martins Rd. (STH 100) Water Main Extension Project to the Lowest Bidder, Globe Contractors, Inc. in the amount of \$501,977.00, and to determine the process for funding therefore, including the special assessment process.
 - 2. A Resolution to Authorize a Professional Services Contract with Graef-USA Inc. to Provide Construction Administration and Inspection Services for the 116th Street Trail Project for a Fee of \$178,100.00.
 - 3. A Resolution Confirming the Appointment of Michael N. Paulos as City Engineer.
 - 4. A Resolution Authorizing Certain Officials to Accept A Conservation Easement for and as Part of the Approval of a Certified Survey Map and Natural Resource Special Exception Upon Properties Located at 6311 and 6341 S. 27th Street and 2821 W. College Avenue (College Avenue Associates, Applicant).

- 5 An Ordinance to Amend the Unified Development Ordinance Text at Table 15-3 0603 Standard Industrial Classification Title No. 7389 “Business Services, Not Elsewhere Classified” to Allow Such Use as a Permitted Use in the B-3 Community Business District (Prime Pack, LLC, Applicant).
- 6 An Ordinance to Amend Planned Development District No 18 as it pertains to the Approval of Minor Site Plan Amendments by Department of City Development Staff
- 7 A Resolution Conditionally Approving a Land Combination for TKNS 899-9990-069; 899-9990-023; and 899-9990-024 (9600 S. 58th St. A and Adjacent Lots) (Krones Inc., Applicant and Owner).
- 8 A Resolution to Approve a 3 Year Agreement with Southeast Wisconsin Chapter of Pheasants Forever for Conducting Prescribed Fire to Maintain Pleasant View Park Prairie
- 9 A Resolution to Approve Addendum No 1 in the amount of \$2,500-\$3,000 to Foth Infrastructure and Environment, LLC
10. Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for Gebruder Peter LLC Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.
11. 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
- 12 Request from Krones, Inc for Krones Manufacturing Facility Geothermal Pond Use of Pond on CDA Property Outlot at 5400 W. Ashland Way, TKN 899-0032-000. The Common Council may enter closed session pursuant to Wis. Stat § 19 85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the potential authorization for the use of the CDA property outlot pond at 5400 W Ashland Way, TKN 899-0032-000 by Krones, Inc., and the governmental actions in relation thereto and to effect such use, 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 February 4, 2025.

Common Council Meeting Agenda

February 4, 2025

Page 3

I. Bills

Request for Approval of Vouchers and Payroll

J Adjournment.

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

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

REMINDERS

February 6	Plan Commission	6.00 p.m.
February 18	Spring Primary Election	7:00 a.m -8:00 p m.
February 19	Common Council	6:30 p.m.
March 4	Common Council	6:30 p.m
March 6	Plan Commission	6:30 p.m.

BLANK PAGE

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JANUARY 21, 2025
MINUTES

ROLL CALL A. The regular meeting of the Franklin Common Council was held on January 21, 2025, 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 Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Barber, Alderwoman Day and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.

CITIZEN COMMENT B Citizen comment period was opened at 6:34 p.m. and was closed at 6:34 p.m.

MINUTES
JANUARY 7, 2025 C. Alderman Barber moved to approve the minutes of the Common Council meeting of January 7, 2025, as presented. Seconded by Alderman Hasan. All voted Aye; motion carried.

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

1. Melissa Ferguson, 7612 S. 70th St., Ald. Dist. 5 – Personnel Committee, 3 year unexpired term expiring 04/30/26.
2. Rebecca L Eberhardt, 8607 S. Deerwood Ln., Ald. Dist. 6 – Board of Health, 2 year unexpired term expiring 04/30/26.

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

ORD. 2025-2657 G.1. Alderwoman Eichmann moved to adopt Ordinance No. 2025-2657, AN ORDINANCE TO AMEND THE MUNICIPAL CODE TO CHANGE THE SALES START TIME OF MONDAY OF THE LABOR DAY ST. MARTINS FAIR FROM 6:00 A.M. TO 7:00 A.M. Seconded by Alderman Hasan. All voted Aye. Motion carried.

RES. 2025-8251 G.2. Alderman Hasan moved to adopt Resolution No. 2025-8251, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SERVICE SANITATION PORTABLE RESTROOM FACILITIES AGREEMENT FOR THE 2025 ST. MARTINS FAIR WITH SERVICE SANITATION OF WISCONSIN, INC. Seconded by Alderwoman Day. All voted Aye; motion carried.

ADDITION OF
SECOND SCHOOL
RESOURCE OFFICER G.3. Alderwoman Eichmann moved to approve the 2025-2026 memorandum of understanding between the Franklin Police Department and the Franklin Public School District which contains

IN FRANKLIN PUBLIC
SCHOOLS

language changes to reflect an increase to two School Resource Officers. The second School Resource Officer would be an additional sworn officer, raising the police department's authorized sworn staffing to 62 (effective August 1, 2025) With contract and content to be returned to the Common Council for meeting in January 2026 for a review of terms therein. Seconded by Alderwoman Day. All voted Aye, motion carried.

PURCHASE OF BODY- G 4
WORN CAMERAS

Alderman Craig moved to authorize the acceptance of BJA FY24 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies Grant funding to assist in the cost of implementing a Body-Worn Camera program, with the Director of Administration Kelly Hersh approved as the "Authorized Representative" to accept the grant on behalf of the Franklin Police Department. Seconded by Alderman Barber. All voted Aye; motion carried.

PURCHASE OF TASER G 5
10 ELECTRONIC
CONTROL DEVICES

Alderman Hasan moved to approve the Franklin Police Department to enter into the service agreement with Axon to finalize the purchase of Taser 10 Electronic Control Devices and Services in relation there into as finalized by the Police Department and City Attorney. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CONCEPT REVIEW G 6
CONDOMINIUM
DEVELOPMENT

No action requested.

FRANKLIN PUBLIC G 7
SCHOOLS SPECIAL
EXCEPTION OF
NATURAL RESOURCE
PROVISIONS

Alderwoman Eichmann moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of Andrew Chromy of the Franklin Public Schools, Applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Craig. On roll call, Alderman Craig, Alderman Barber, Alderman Hasan, Alderwoman Eichmann and Alderman Peccarelli voted Aye. Alderwoman Day voted No Motion carried.

RES 2025-8252 G 8
GRAEF-USA INC
AGREEMENT

Alderwoman Day moved to adopt Resolution No. 2025-8252, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AMENDMENT NO. 2 TO THE GENERAL MUNICIPAL ENGINEERING SERVICES AGREEMENT WITH GRAEF-USA INC., and bring back a quarterly review of expenses. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2025-8253 G 9.
CONTRACT PRICE
INCREASE TO

Alderman Barber moved to adopt Resolution No. 2025-8253, A RESOLUTION TO ISSUE CHANGE ORDER NO. 1 FOR THE WATER TOWER TRANSMISSION MAIN CONTRACT C

- VINTON
CONSTRUCTION CO
- PROJECT TO INCREASE THE CONTRACT PRICE BY \$11,193.80 TO VINTON CONSTRUCTION CO. Seconded by Alderman Hasan. All voted Aye, motion carried.
- RES. 2025-8254
CONTRACT PRICE
AND TIMELINE
INCREASE
- G.10 Alderwoman Eichmann moved to adopt Resolution No 2025-8254, A RESOLUTION TO ISSUE CHANGE ORDER NO. 2 FOR THE WATER TOWER TRANSMISSION MAIN CONTRACT C PROJECT TO INCREASE THE CONTRACT PRICE BY \$10,271.79 AND THE CONTRACT TIMEFRAME BY 175 DAYS TO VINTON CONSTRUCTION CO Seconded by Alderman Hasan All voted Aye, motion carried
- RES. 2025-8255
SHIV SHAKTI
VENTURE LLC
EASEMENTS
- G.11. Alderwoman Eichmann moved to adopt Resolution No. 2025-8255, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT THE SANITARY EASEMENT AND THE TEMPORARY CONSTRUCTION EASEMENT FROM SHIV SHAKTI VENTURE, LLC AT 7800 AND 8050 W. RYAN ROAD. Seconded by Alderman Peccarelli. All voted Aye; motion carried.
- RES 2025-8256
CARMA
LABORATORIES
TEMPORARY
EASEMENT
- G 12 Alderman Craig moved to adopt Resolution No. 2025-8256, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A 50-FOOT-WIDE TEMPORARY CONSTRUCTION EASEMENT FROM CARMA LABORATORIES, INC. TO THE CITY OF FRANKLIN, ALONG THE SOUTH PROPERTY LINES OF LOTS 3 AND 2 OF THE CARMA LABORATORIES, INC. PROPERTY AT 9410 S 76TH STREET TKN 884-9003-000 and 884-9002-000. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2025-8257
RECORD SANITARY
EASEMENT
- G.13 Alderman Hasan moved to adopt Resolution No. 2025-8257, A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED SANITARY EASEMENT FROM 7521 W RYAN RD. (JAMES B O'MALLEY, REVOCABLE TRUST) TKN 897-9996-000. Seconded by Alderman Barber All voted Aye, motion carried.
- RES. 2025-8258
FOTH
INFRASTRUCTURE
AND ENVIRONMENT,
LLC CONTRACT
- G 14 Alderman Barber moved to adopt Resolution No. 2025-8258, A RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES CONTRACT WITH FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC TO PROVIDE DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE RYAN ROAD TRUNK SEWER PROJECT FOR A FEE OF \$84,000.00, subject to changes approved by the Water and Sewer Dept., the City Administrator and the City Attorney. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- RES. 2025-8259
RYAN ROAD TRUNK
SEWER PROJECT
AWARD
- G 15 Alderman Hasan moved to adopt Resolution No 2025-8259, A RESOLUTION TO AWARD THE RYAN ROAD TRUNK SEWER PROJECT TO WANASEK CORP. IN THE AMOUNT OF \$236,780 00, with technical corrections. Seconded by Alderman Barber. On roll call, Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Barber and Alderman Craig voted Aye. Alderwoman Day abstained. Motion carried.
- CROATIAN EAGLES
SOCCER CLUB
SPECIAL EXCEPTION
OF NATURAL
RESOURCE
PROVISIONS
- G.16. Alderman Barber moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of Croatian Eagles Soccer Club, Applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ORD. 2025-2658
PLAN COMMISSION
MEMBERSHIP
CHANGES
- G 17. Alderman Barber moved to adopt Ordinance No. 2025-2658, AN ORDINANCE TO AMEND §15-10.0102 MEMBERSHIP, OF THE UNIFIED DEVELOPMENT ORDINANCE (UDO) TO CHANGE THE PLAN COMMISSION MEMBERSHIP TO REMOVE THE CITY ENGINEER MEMBER AND IN PLACE THEREOF PROVIDE AN ALDERPERSON TO SERVE ON THE PLAN COMMISSION (CITY OF FRANKLIN, APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ORD. 2025-2659
DEFINE
“DEVELOPER’S
DEPOSIT”
- G.18 Alderman Barber moved to adopt Ordinance No. 2025-2659, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (UDO) TO DEFINE "DEVELOPER'S DEPOSIT" IN SECTION 15-11 0103 SPECIFIC WORDS AND PHRASES (CITY OF FRANKLIN, APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- Mayor Nelson called a recess at 8.07 p.m.
- Mayor Nelson reconvened at 8:15 p.m.
- ORD. 2025-2660
CHANGES TO PARKS
COMMISSION AND
ENVIRONMENTAL
COMMISSION
- G 19 Alderman Barber moved to adopt Ordinance No. 2025-2660, AN ORDINANCE TO AMEND §10-7 PARKS COMMISSION, OF THE MUNICIPAL CODE TO ADD AND INCORPORATE THE POWERS AND DUTIES OF THE ENVIRONMENTAL COMMISSION AND TO ADD THE CURRENT MEMBERS THEREOF TO BE MEMBERS OF THE PARKS COMMISSION, AND TO REPEAL AND RESCIND §10-14 ENVIRONMENTAL COMMISSION, OF THE MUNICIPAL CODE. Effective May 1, 2025, the Parks Commission shall consist of 7 members and that the draft Ordinance presented to the Common Council will be amended accordingly. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- PUBLIC HEALTH STRATEIST JOB G 20 Alderman Barber moved to approve the Public Health Strategist job description and authorization to fill the position Seconded by Alderwoman Day All voted Aye; motion carried.
- DONATION FROM FRANKLIN LIONS CLUB G.21. Alderman Barber moved to approve acceptance of a monetary donation for Health Education in the amount of \$1,000 00. Seconded by Alderman Hasan. All voted Aye; motion carried
- RES. 2025-8260
2024-2025 ALLIANCE FOR WISCONSIN YOUTH MINI GRANT G 22 Alderwoman Eichmann moved to adopt Resolution No. 2025-8260, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE 2024-2025 ALLIANCE FOR WISCONSIN YOUTH MINI GRANT. Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. 2025-8261
2024-2025 DIVISION OF PUBLIC HEALTH PREVENTION GRANT G 23. Alderman Barber moved to adopt Resolution No 2025-8261, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE 2024-2025 DIVISION OF PUBLIC HEALTH PREVENTION GRANT CONTRACT. Seconded by Alderwoman Day All voted Aye, motion carried
- RACINE COUNTY SOIL TESTER AND EVALUATION AGREEMENT G 24 Alderman Barber moved to approve the 2025 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Administration to execute such agreement. Seconded by Alderman Hasan. All voted Aye; motion carried.
- GEOGRAPHIC MARKETING ADVANTAGE LLC AGREEMENT G.25 Alderman Barber moved to approve the agreement with Geographic Marketing Advantage, LLC for Geographic Information System (GIS) Support and Database Maintenance Services for 2025, and authorize the Director of Administration to execute and administer the contract effective January 1, 2025. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ORD. 2025-2661
LIQUOR LICENSE PUBLICATION FEE G 26 Alderwoman Eichmann moved to adopt Ordinance No. 2025-2661, AN ORDINANCE TO INCREASE THE PUBLICATION OF LIQUOR LICENSE FOR A NEW LICENSE YEAR FROM \$10.00 TO \$15.00 AND INCREASE THE PUBLICATION OF LIQUOR LICENSE FOR PUBLICATION DURING THE LICENSE YEAR FROM \$15 00 TO \$30.00. Seconded by Alderman Barber. All voted Aye, motion carried.
- CLOSED SESSION G.27. Alderman Craig moved to enter closed session at 9 02 p.m. pursuant to Wis Stat. §19.85(1)(e), to deliberate the public business process and

STEVEN SHARRATT
CLAIM

terms with regard to the Steven Sharratt claim, and Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claim and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye Motion carried.

Upon reentering open session at 9:04 p.m., Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderman Hasan.

CLOSED SESSION
POTENTIAL
DEVELOPMENT
AGREEMENT

G 28

Alderwoman Eichmann moved to enter closed session at 9:06 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located at 3303 W Oakwood Road, bearing TKN 951-9994-002, within Tax Incremental District No. 8. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

RES 2025-8262
TID 8 DEVELOPMENT
AGREEMENT WITH
MODINE
MANUFACTURING

Upon reentering open session at 9:14 p.m., Alderwoman Eichmann moved to adopt Resolution No. 2025-8262, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX INCREMENTAL DISTRICT NO. 8 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FRANKLIN AND MODINE MANUFACTURING COMPANY. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

CLOSED SESSION
*CITY OF FRANKLIN V
BPC MASTER
DEVELOPER, LLC AND
MICHAEL
ZIMMERMAN*

G 29

Alderwoman Eichmann moved to enter closed session at 9:16 p.m. pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *City of Franklin v BPC Master Developer, LLC and Michael Zimmerman*, Milwaukee County Circuit Court Case No. 24-CV-7479 litigation and/or possible litigation related to the 2024 shortfall payment under the TID 5 Development Agreement, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:53 p.m., Alderman Hasan moved to proceed as discussed in closed session. Seconded by Alderwoman Eichmann. On a roll call, Alderman Barber, Alderman Hasan,

Alderswoman Eichmann, Alderman Peccarelli voted Aye. Alderman Craig and Alderswoman Day voted no, motion carried. (4-2-0)

MISCELLANEOUS
LICENSES

H. Alderswoman Eichmann moved to approve the following licenses of the License Committee Meeting of January 21, 2025.

Grant New 2024-25 Operator License to: Connor Petkovich, Angelo Rinelli, & Jacob Trask,

Grant Renewal 2025-26 Operator License to Dennis Fons & William Tietjen,

Approved Police Incident Reports from 5/15-12/26 for On The Border, Gerald Hay, Class B Establishment;

Grant Temporary Class "B" Beer License to Franklin Noon Lions Club-Independence Celebration & St Martin's Fair, William Tietjen, 9229 W Loomis Rd & St Martin's Rd, 7/3/25-7/5/25 & 8/31/25-9/1/25;

Grant 2024-25 Class B Combination License Change of Agent to Chili's Grill & Bar, Brinker Restaurant Corporation, Lindsay Brieske, 6439 S 27th St: and

Grant Temporary Entertainment & Amusement License to Rainbow Valley Rides, Inc, Ronald Kedrowicz, Independence Celebration, City Hall-9229 W Loomis Rd, 7/3-7/6/25.

Seconded by Alderman Craig. All voted Aye, motion carried.

VOUCHERS AND
PAYROLL

I. Alderman Hasan moved to approve City vouchers with an ending date of January 16, 2025, in the amount of \$3,991,057.79, and payroll dated January 10, 2025 in the amount of \$481,357.28 and payments of the various payroll deductions in the amount of \$268,761.14 plus City matching payments, and estimated payroll dated January 24, 2025 in the amount of \$587,000 and payments of the various payroll deductions in the amount of \$600,000 plus City matching payments. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderswoman Eichmann moved to adjourn the meeting of the Common Council at 9.54 p.m Seconded by Alderman Peccarelli. All voted Aye, motion carried

BLANK PAGE

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COMMON COUNCIL ACTION</p>	<p align="center">MEETING DATE 2-4-2025</p>
<p align="center">ORGANIZATIONAL BUSINESS</p>	<p align="center">Mayoral and Aldermanic Board and Commission Appointments</p>	<p align="center">ITEM NUMBER <i>E. 1.-2.</i></p>

1. Mayoral Aldermanic Appointment: Alderwoman Michelle Eichmann-Plan Commission, 1 year unexpired term expiring 04/14/25.
2. Mayoral Boards and Commission Appointments:
 - (a) Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6 – Economic Development Commission, 1 year unexpired term expiring 06/30/25.
 - (b) Melissa Ferguson, 7612 S. 70th St., Ald. Dist. 5 – Economic Development Commission, 1 year unexpired term expiring 06/30/25.
 - (c) Melissa Ferguson, 7612 S. 70th St., Ald. Dist. 5 – Community Development Authority, 4 year unexpired term expiring 08/30/27.

COUNCIL ACTION

Motion to confirm the following Mayoral Aldermanic Appointments:

1. Mayoral Aldermanic Appointment: Alderwoman Michelle Eichmann-Plan Commission, 1 year unexpired term expiring 04/14/25.
2. Mayoral Boards and Commission Appointments:
 - (d) Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6 – Economic Development Commission, 1 year unexpired term expiring 06/30/25.
 - (e) Melissa Ferguson, 7612 S. 70th St., Ald. Dist. 5 – Economic Development Commission, 1 year unexpired term expiring 06/30/25.
 - (f) Melissa Ferguson, 7612 S. 70th St., Ald. Dist. 5 – Community Development Authority, 4 year unexpired term expiring 08/30/27.

ROLL CALL VOTE

CLERKDEPT

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Tuesday, January 28, 2025 10:56 PM
To: Lisa Huening, Shirley Roberts, Maggie Poplar
Subject: Volunteer Fact Sheet

Name: Cathleen Marie Richard
PhoneNumber:
EmailAddress: cmrichard27@gmail.com
YearsasResident: 11.5
Alderman: 6
ArchitecturalBoard:
CivicCelebrations:
CommunityDevelopmentAuthority:
EconomicDevelopmentCommission: on
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth:
FirePoliceCommission:
ParksCommission:
LibraryBoard:
PlanCommission:
PersonnelCommittee:
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission:
TourismCommission:
BoardofZoning:
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners:
CompanyNameJob1: Ardagh Glass
CompanyAddressJob1: 10252 W Deerwood Ln
TelephoneJob1:
StartDateandPositionJob1: 11/10/2006
EndDateandPositionJob1: 11/7/2016
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:
CompanyNameJob3:
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Cathleen Richard
Date: 1/28/2025
Signature2: Cathleen Richard
Date2: 1/28/2025
SourceDocID: 9278
SourceNavName: Volunteer Fact Sheet
Address: 10252 W Deerwood Ln
PriorityListing:
WhyInterested: I want to serve my community
DescriptionofDutiesJob1: Inspected glass Ran Machines Worked in the lab Was a union official On the safety committee On the accident investigation team
DescriptionofDutiesJob2:
DescriptionofDutiesJob3:
AdditionalExperience: I garden Ran a daycare Was the financial secretary for the union
See Current Results

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Tuesday, January 28, 2025 10:30 PM
To: Lisa Huening, Shirley Roberts, Maggie Poplar
Subject: Volunteer Fact Sheet

Name: Melissa Ferguson
PhoneNumber:
EmailAddress: mfergi83@hotmail.com
YearsasResident: 5 5
Alderman:
ArchitecturalBoard:
CivicCelebrations:
CommunityDevelopmentAuthority: on
EconomicDevelopmentCommission: on
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth:
FirePoliceCommission:
ParksCommission:
LibraryBoard:
PlanCommission:
PersonnelCommittee:
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission:
TourismCommission:
BoardofZoning:
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners:
CompanyNameJob1: Orthopedic Institute of Wisconsin
CompanyAddressJob1:
TelephoneJob1:
StartDateandPositionJob1: 10/2021
EndDateandPositionJob1: 11/2024
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature:

Melissa A Ferguson

Date:

01/28/2025

Signature2:

Melissa A Ferguson

Date2:

01/28/2025

Address:

7612 S 70th St, Franklin, WI 53132

PriorityListing:

1 Community development authority 2. Economic development commission

WhyInterested:

I want to be able to be more involved in our great city I feel that a hands on method is the best way to make changes and to keep making our city great

DescriptionofDutiesJob1:

Reception Medical Assistant Surgery scheduler

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

I am organized, social, dedicated, motivated, computer savvy I love to learn new things, meet new people and am very dedicated to our city of Franklin, WI

See Current Results

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/4/2025
REPORTS & RECOMMENDATIONS	A RESOLUTION TO AWARD THE W. SAINT MARTINS RD. (STH 100) WATER MAIN EXTENSION PROJECT TO THE LOWEST BIDDER, GLOBE CONTRACTORS, INC. IN THE AMOUNT OF \$501,977.00	ITEM NUMBER H-1.

BACKGROUND

The City of Franklin sought bids for the W. Saint Martins Rd. (STH 100) Water Main Extension Project to install a critical piece of water main for future growth of the southwest part of the City.

ANALYSIS

The bid form had three sections, the Base Bid, Mandatory Alternate Bid No. 1, and Mandatory Alternate Bid No. 2. Mandatory Alternate Bid No. 1 included 8-inch water main for assessment purposes only. Mandatory Alternate Bid No. 2 included the water laterals to either accept or reject as part of the bid. Seven bids were received on January 30, 2025, for the W. Saint Martins Rd. (STH 100) Water Main Extension project. Below are the bids received showing the Base Bid Only and Base Bid plus Mandatory Alternate Bid No. 2 (bid tab is included in the packet):

	Base Bid Only
<i>Engineer's Estimate</i>	<i>\$606,000.00</i>
Globe Contractors, Inc.	\$417,977.00
DF Tomasini Contractors, Inc.	\$438,362.00
Vinton Construction Company	\$460,743.50
The Wanasek Corp	\$468,393.00
UPI Construction LLC	\$481,848.00
Mid City Corporation	\$558,518.00
Reesmans Excavating & Grading, Inc.	\$565,565.65

	Base Bid plus Mandatory Alt. Bid No. 2
<i>Engineer's Estimate</i>	<i>\$715,000.00</i>
Globe Contractors, Inc.	\$501,977.00
DF Tomasini Contractors, Inc.	\$513,597.00
Vinton Construction Company	\$534,773.50
The Wanasek Corp	\$564,928.00
UPI Construction LLC	\$580,353.00
Reesmans Excavating & Grading, Inc.	\$667,465.65
Mid City Corporation	\$707,518.00

Following the bid opening on January 30, 2025, Globe Contractors, Inc. emerged as the lowest responsible bidder for both options

The City staff recommends awarding the Base Bid (\$417,977.00) plus the Mandatory Alternate Bid. No. 2 (\$84,000) for a total of \$501,977.00, given that the price has come in significantly below the engineer's estimate of \$715,000, presenting a cost-effective opportunity for both the City and affected property owners.

Prequalification reviews confirm Globe Contractors, Inc. capability to meet project requirements. This project is contingent upon the receipt of necessary permit from WDNR.

FISCAL NOTE

The 2025 Water Budget was adopted on January 21, 2025. This project would include special assessments and will be partially repaid to the City following the City's assessment policy.

Staff will bring to the Council a preliminary resolution declaring intent to exercise special assessment powers at a later date

RECOMMENDATION

Staff recommends that the Council authorize the awarding of the W. Saint Martins Rd. (STH 100) Water Main Extension Project to Globe Contractors, Inc for the base bid plus mandatory alternate bid no. 2 amount of \$501,977.00, contingent upon securing required permits. Staff is also recommending rejecting Mandatory Alternate Bid No 1.

COUNCIL ACTION REQUESTED

(Optional) Motion to adopt Resolution No 2025 - _____, a resolution to award the W. Saint Martins Rd. (STH 100) Water Main Extension Project to Globe Contractors, Inc. in the amount of \$501,977.00.

DOA – KH; Engineering – MNP, S&W - GEB

STATE OF WISCONSIN· CITY OF FRANKLIN· MILWAUKEE COUNTY

RESOLUTION NO 2025- _____

A RESOLUTION TO AWARD
THE W SAINT MARTINS RD. (STH 100) WATER MAIN EXTENSION PROJECT
TO GLOBE CONTRACTORS, INC , IN THE AMOUNT OF \$501,977 00

WHEREAS, the City of Franklin advertised and solicited bids for the W. Saint Martins Rd. (STH 100) Water Main Extension Project, and

WHEREAS, seven bids were received on January 30, 2025 and Globe Contractors, Inc. was the lowest responsive and responsible bidder, and

WHEREAS, Globe Contractors, 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 contract for the W Saint Martins Rd (STH 100) Water Main Extension Project in the amount of \$501,977.00 to Globe Contractors, Inc..

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the W. Saint Martins Rd (STH 100) Water Main Extension Project to Globe Contractors, Inc

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025

APPROVED.

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

W. Saint Marin Rd. (SH-100) Water Main Extension (49481354)

Owner Franklin, City of
Solicitor Franklin, City of
01/30/2025 09:30 AM CST

Section	Trk Line	Item	Description	UoM	Quantity	Globe Contractors, Inc.	DF Tomasi Contractor, Inc.	Vinton Construction Company	The Wamsatek Corp	UP Construction LLC	MH City Corporation	Reemans Excavating & Grading, Inc
						Unit Price	Extension	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1-Primary Bid						\$417,977.00	\$438,352.00	\$460,743.50	\$468,398.00	\$481,846.00	\$550,518.00	\$565,965.65
	1.1	1.15"	1.15" Dia. DIP Water Main 5k" Class 52 w/ Slurry Backfill w/ double polyethylene wrap	LF	314	\$303.00	\$95,142.00	\$294.00	\$91,060.00	\$377.00	\$118,378.00	\$413.00
		2.15"	2.15" Dia. DIP Water Main 5k" Class 52 w/ Slurry Backfill w/ double polyethylene wrap	LF	1023	\$210.00	\$214,830.00	\$225.00	\$230,715.00	\$208.00	\$212,784.00	\$241.50
		3.15"	3.15" Dia. DIP Water Main 5k" Class 52 w/ Granular Backfill w/ double polyethylene wrap	LF	52	\$227.00	\$11,804.00	\$246.00	\$12,792.00	\$259.00	\$13,458.00	\$277.00
		4	Hydrant Assembly	EA	3	\$10,000.00	\$30,000.00	\$11,500.00	\$34,500.00	\$10,060.00	\$30,180.00	\$16,000.00
		5	1.5" Butterfly Valve & Box w/ Adaptor	EA	3	\$6,500.00	\$19,500.00	\$5,750.00	\$17,250.00	\$7,750.00	\$23,274.00	\$8,600.00
		6	1.5" Water Main Connection	EA	2	\$10,000.00	\$20,000.00	\$12,850.00	\$25,700.00	\$14,600.00	\$29,200.00	\$14,750.00
		7	Cleaning and Grubbing	LS	1	\$3,375.00	\$3,375.00	\$6,750.00	\$6,750.00	\$7,943.00	\$7,943.00	\$7,600.00
		8	Topsoil, Seed, Fertilizer, Mulch, and Water	LS	1387	\$5.00	\$6,935.00	\$7.50	\$9,402.50	\$28.00	\$38,596.00	\$24.00
		9	Asphalt Pavement Replacement for W. Puetz Rd	LF	30	\$136.40	\$4,092.00	\$217.00	\$6,510.00	\$145.00	\$4,350.00	\$150.00
		10	Asphalt Pavement Replacement for Driveways	LF	20	\$95.00	\$1,900.00	\$181.00	\$3,620.00	\$100.00	\$2,000.00	\$160.00
		11	Gravel Driveway Replacement	LF	32	\$40.00	\$1,280.00	\$50.00	\$1,600.00	\$30.00	\$960.00	\$35.00
		12	Erosion Control	LS	1	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,505.00	\$1,505.00	\$2,150.00
		13	Traffic Control	LS	1	\$3,850.00	\$3,850.00	\$20,150.00	\$20,150.00	\$5,340.00	\$5,340.00	\$5,000.00
		14	Utility Line Opening	LS	1	\$4,209.00	\$4,209.00	\$1,500.00	\$3,300.00	\$3,310.00	\$3,310.00	\$4,900.15
		2-Mandatory Alternate Bid No. 1				\$199,415.00	\$209,195.00	\$209,195.00	\$175,500.00	\$233,223.00	\$389,520.00	\$260,844.00
		15	8" Dia. PVC Water Main 5k" Class 150 w/ Slurry Backfill	LF	314	\$195.00	\$61,230.00	\$190.00	\$59,660.00	\$199.00	\$62,490.00	\$285.00
		16	8" Dia. PVC Water Main 5k" Class 150 w/ Spoil Backfill	LF	1023	\$107.00	\$109,461.00	\$121.00	\$123,783.00	\$80.00	\$81,840.00	\$220.00
		17	8" Dia. PVC Water Main 5k" Class 150 w/ Granular Backfill	LF	52	\$137.00	\$7,124.00	\$142.00	\$7,384.00	\$165.00	\$8,580.00	\$260.00
		18	8" Gate Valve & Box	EA	3	\$3,500.00	\$10,500.00	\$3,820.00	\$11,460.00	\$3,300.00	\$9,900.00	\$3,750.00
		19	8" Water Main Connection	EA	2	\$6,550.00	\$13,100.00	\$6,000.00	\$12,000.00	\$7,970.00	\$15,940.00	\$15,000.00
		3-Handatory Alternate Bid No. 2				\$84,000.00	\$84,000.00	\$86,530.00	\$86,530.00	\$86,530.00	\$148,000.00	\$101,900.00
		20	1.50" Dia. HDPE SDR 9 Water Lateral (Bored) w/ Corporation Stop and Curb Stop & Box (18 LF-29 LF)	EA	6	\$3,500.00	\$21,000.00	\$5,420.00	\$32,520.00	\$3,800.00	\$22,800.00	\$6,500.00
		21	2" Dia. HDPE SDR 9 Water Lateral (Bored) w/ Corporation Stop and Curb Stop & Box (100 LF-115 LF)	EA	7	\$9,000.00	\$63,000.00	\$5,930.00	\$41,510.00	\$8,450.00	\$59,150.00	\$8,900.00

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/4/2025
REPORTS AND RECOMMENDATIONS	A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH GRAEF-USA Inc. TO PROVIDE CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE 116 TH STREET TRAIL PROJECT FOR A FEE OF \$178,100.00	ITEM NUMBER A.2.

BACKGROUND

The 116th St Trail contract includes a proposed multi-use pathway within the Wisconsin Electric Power Company (WE Energies) property, from City Limits to approximately W. Mayers Drive.

The project was bid in October of 2024 and is anticipated to begin as early as April 14th, 2025, with completion by October 31st, 2025. It is the contractor's option when to begin, but once construction is started, the contractor has 60 days to complete.

Attached is the agreement between the City of Franklin and GRAEF-USA. GRAEF is to provide services outlined in the attached proposal which includes construction observation and construction administration duties. This scope of work is set to a do not exceed fee of \$178,100.

STAFF RECOMMENDATION

Approve GRAEF-USA Inc. to provide construction administration and inspection services for the 116th St. Trail Project for a to not exceed fee of \$178,100.00.

FISCAL NOTE

This is a federally funded project through the State of Wisconsin. The federal funding for this project will be 80% of the construction costs, up to \$832,000.00.

Funding for the project is in alignment with current budget allocations under the approved capital improvement plan. No additional funds are required beyond 20% of the construction costs.

COUNCIL ACTION REQUESTED

Motion to authorize professional services contract with GRAEF-USA Inc. to provide construction administration and inspection services for the 116th St. Trail project for a to not exceed fee of \$178,100.00.

Engineering – MNP; DOA – KH; Finance – DB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH GRAEF-USA INC. TO PROVIDE CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE 116TH ST. TRAIL PROJECT FOR A FEE OF \$178,100.00

WHEREAS, The 116th St Trail contract includes a proposed multi-use pathway within the Wisconsin Electric Power Company (WE Energies) property, from City Limits to approximately W. Mayers Drive., and

WHEREAS, The project was bid in October of 2024 and is anticipated to begin as early as April 14th, 2025, with completion by October 31st, 2025. It is the contractor's option when to begin, but once construction is started, the contractor has 60 days to complete., and

WHEREAS, GRAEF is to construction administration and inspection services for the project ,

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize a Professional Services Contract with GRAEF-USA Inc. to provide construction administration and inspection services for the 116th St. Trail project for a fee of \$178,100 ,

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025 by Alderman _____

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025

APPROVED.

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

This AGREEMENT, is made and entered into this 4th day of February 2025, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and GRAEF_USA, INC. (hereinafter "CONTRACTOR"), whose principal place of business is 275 W. Wisconsin Avenue, Suite 300, Milwaukee, WI 53203

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Construction Inspection Services;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for Construction Inspection Services, as described in CONTRACTOR's proposal to CLIENT dated December 13th, 2024, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of **\$178,100.00**], 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 \$178,100.00. 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. **The Assistant City Engineer** will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Ryan Cournoyer 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:

<p>A. General/Commercial Liability (<i>Must have General/Commercial</i>)</p>	<p>\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>B. Automobile Liability (<i>Must have auto liability</i>)</p>	<p>\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>C. Contractor’s Pollution Liability (<i>If applicable</i>)</p>	<p>\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>

D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
E. Worker's Compensation and Employers' Liability (<i>Must have workers compensation</i>)	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
F. Professional Liability (Errors & Omissions) (<i>If applicable</i>)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed.

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 7 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 CONTRACTOR to continue to perform work under this Agreement.
- C. 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

GRAEF-USA INC.

BY _____

BY Mary Beth Pettit _____

PRINT NAME John R Nelson

PRINT NAME Mary Beth Pettit, PE

TITLE Mayor

TITLE Vice President, Principle-In-Charge

DATE _____

DATE February 4, 2025

BY _____

PRINT NAME Danielle L Brown

TITLE Director of Finance and Treasurer

DATE _____

BY _____

PRINT NAME Shirley J Roberts

TITLE City Clerk

DATE _____

Approved as to form

Jesse A. Wesolowski, City Attorney
DATE _____



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

Attachment A

December 13th, 2024

Mrs. Kelly Hersh
Director of Administration
Franklin City Hall
9229 W. Loomis Road
Franklin, Wisconsin 53132

SUBJECT: Construction Administration & Inspection for Project I.D. 2976-00-02
116th Street Trail, City of Franklin
Milwaukee County

Dear Mrs. Hersh,

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and City of Franklin (Client).

This proposal is for Construction Administration and Inspection Services for the construction of the 116th Street Trail (Project) that is being constructed under the Congestion Mitigation and Air Quality Improvement Program (CMAQ). It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

For this Project, GRAEF proposes to provide the Basic Services as described below:

Construction Observation

Provide construction observation for the duration of project construction. Construction observation duties include, but may not be limited to:

- Construction Inspection
 - Tracking pad construction and maintenance
 - Erosion Control Inspections
 - Clearing & Grubbing
 - Topsoil stripping/stockpiling
 - Grading (excavation and fill areas)
 - Imported topsoil placement
 - Gravel placement & compaction
 - HMA paving operations
 - Topographical survey for final quantities
 - Construction Documentation
- Contaminated Soils
 - Coordinate with TRC for locations and quantities
 - Assist TRC with GPS locations for testing sites
 - Construction Documentation



The inspections will include full-time observation every day the contractor is working during the tasks listed above (approximately 12 weeks of full-time inspection).

Construction Administration

Provide construction administration duties for the duration of project construction. It is estimated that the construction administration task will require approximately 2 – 4 hours per week. Construction administration duties include, but may not be limited to:

- Administer preconstruction meeting
- Running progress meetings at agreed to frequency
- Pay Requests
- Construction Schedule Review
- Review and process Request for Information (RFI) requests from the Contractor
- Record drawings
- Earthwork quantities derived from topographical surveys
- Final Construction Records

TRC Subcontract

GRAEF has partnered with TRC Environmental Corporation to assist with the Wisconsin Department of Natural Resources (WDNR)-required construction documentation, barrier maintenance plan, additional subsurface investigation, and associated reporting. The proposal specifically addresses the requirements outlined in the WDNR correspondence dated August 1, 2024, including:

- *Approval to Manage Contaminated Soil under Wis. Admin. Code & NR 718.12, August 1, 2024*
- *Review of Interim Action Report – Trail Construction, August 1, 2024*

The requirements include Path Construction Documentation, a Construction Completion Report, and a Revised Barrier Maintenance Plan.

Additional proposed TRC Environmental Corporation tasks are further scoped in Attachment B

Schedule

GRAEF will endeavor to perform the proposed Basic Services per the project construction schedule. It is required that all aspects of the trail construction will be completed within 90 calendar days of starting.



Fee Overview

TRC Environment Corporation Services

TRC proposes to perform the Scope of Services on a time-and-materials basis in accordance with the attached Cost Breakout (# 3 in Attachment B). The total project budget is **\$86,100**. Should GRAEF request TRC to make changes in the services or to perform additional services, TRC will prepare a Change Order for GRAEF's acceptance prior to execution of the work. Additional services will also be performed in accordance with the Cost Breakout in Attachment B.

GRAEF (Construction Services)

For all Basic Services, Client agrees to compensate GRAEF as follows as a time and material contract with a not-to-exceed fee of \$92,000.00.

GRAEF (Prime Contract)

For all services, GRAEF & TRC, Client agrees to compensate GRAEF as follows as a time and material contract not-to-exceed fee of \$178,100.00

The total contract limit shall not exceed \$178,100.00 without written amendment and approval by the Client.

You agree to compensate GRAEF for any Additional Services with an additional fee to be negotiated at a later date.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.

We look forward to working with you on this important project. Please call us at 414-266-9175 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

**Accepted by:
City of Franklin**

Ryan Coumoyer, P.E.
Construction Inspector, Project Manager

(Signature)

(Name Printed)

GR⁺EF



Mary Beth Pettit, P.E.
Vice President, Principal-In-Charge



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

PROFESSIONAL SERVICES 2025 FEE SCHEDULE (effective January 1, 2025)

Senior Group Manager (P9)	\$ 240.00
Group Manager (P8)	\$ 225.00
Senior Professional (P7)	\$ 220.00
Professional (P6)	\$ 215.00
Professional (P5)	\$ 180.00
Professional (P4)	\$ 150.00
Professional (P3)	\$ 135.00
Professional (P2)	\$ 125.00
Professional (P1)	\$ 110.00
Senior Technician/Inspector (T6)	\$ 145.00
Senior Technician/Inspector (T5)	\$ 130.00
Senior Technician/Inspector (T4)	\$ 120.00
Technician/Inspector (T3)	\$ 110.00
Technician/Inspector (T2)	\$ 95.00
Technician/Inspector (T1)	\$ 85.00
Survey Crew - 1 Person	\$ 140.00
Survey Crew - 2 Person	\$ 250.00
Administrative	\$ 85.00

Automobile travel will be billed at the current federal rate of 70.0 cents per mile.

Survey vehicles will be billed at 75 cents per mile.

LIDAR scanner will be billed at \$150/hour.

Unmanned Aircraft System (UAS) will be billed at \$75/hour.

Expenses such as travel and supplies will be billed at actual cost.

Contracted services and consultants will be billed at actual cost.



GENERAL INFORMATION	
Project Name:	116th St Trail, City of Franklin
Client Name:	City of Franklin
Date:	1/24/25
Discipline:	Construction Inspection
Prepared by:	R Cournoyer
Rate Table:	Custom 1
PM % of Fee:	0%
Contingency % of Fee:	0%

Task #		Task Description	CONSTRUCTION INSPECTION										Expenses
			Project Team		Project Management		Design			Modeling/Drafting		Administrative	
Classification	Rate	Hours	PM	Engineer 1	Engineer 2	Engineer 3	Technician 1	Technician 2	Administrative	Expenses			
1	80	Construction Administration								\$500			
2	600	Construction Inspection								\$2,100			
3	80	Survey Crew											
4	20	Project Management			20								
5	0												
6	0												
7	0												
8	0												
9	0												
10	0												
11	0												
12	0												
13	0												
14	0												
15	0												
16	0												
17	0												
18	0												
19	0												
20	0												
21	0												
22	0												
23	0												
24	0												
25	0												
Total Tasked Hours =			780.0										
Total PM Hours =			9.0										
Total Contingency Hours =			0.0										
Total Hours =			789.0										
Total Labor Cost =			\$68,800										
Total Expenses =			\$2,500										
Total Cost This Project =			\$71,300										
Construction Inspection Summary													



999 Fourier Dr Ste 101
Madison WI 53717

T 608 826 3600
TRCcompanies.com

Attachment B

December 9, 2024

Mary Beth Pettit
GRAEF
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203

Subject: Proposal for Trail Construction Documentation and Soil Sampling
116th Street Trail, W Ryan Rd. to Mayers Dr
City of Franklin, Milwaukee County, Wisconsin
TRC Proposal No 643179 9990 0000

Dear Mary Beth:

This letter presents TRC's proposal to assist GRAEF with the Wisconsin Department of Natural Resources (WDNR)-required construction documentation, barrier maintenance plan, additional subsurface investigation, and associated reporting. The proposal specifically addresses the requirements outlined in the WDNR correspondence dated August 1, 2024, including:

- *Approval to Manage Contaminated Soil under Wis Admin Code & NR 718 12, August 1, 2024*
- *Review of Interim Action Report – Trail Construction, August 1, 2024*

The requirements include Path Construction Documentation, a Construction Completion Report, and a Revised Barrier Maintenance Plan.

Additionally, it incorporates recommendations from the *Interim Action Report (July 2024)* prepared by TRC, including the preparation of a Site Investigation Work Plan (SIWP), Soil Sampling, a Site Investigation Report, and a Closure Report.

We have included work items that are associated with the trail construction but understand that future work at the site maybe required by the responsible party, WEC Energy Group (WEC), or by the City of Franklin (City). Additional work may be required that is not included with this proposal. We are pleased to offer this assistance to GRAEF and the City of Franklin. Please contact me, at 608-826-3628, if you would like to discuss any aspect of our proposal.

Sincerely,

TRC


Daniel Haak, P.E.
Project Manager

Attachments: 1 Proposal
2 Work Authorization
3 Cost Breakout
4 Terms and Conditions

**Attachment 1
Proposal**

1.0 Scope of Services

TRC will perform the following services

- Coordinate construction documentation with the City of Franklin, WEC, and GRAEF
- Attend the preconstruction meeting to discuss the requirements for the management of excavated material
- Update the site-specific Health and Safety Plan for TRC on-site personnel
- Complete up to 10 periodic site visits to document the path construction, including the management of excavated materials and the placement of clean topsoil, path subgrade, and asphalt. Site visits will include photo-documentation of placement of clean topsoil and path subgrade and asphalt
- Prepare a Construction Completion Report documenting the management of excavated materials, and soil cover and asphalt placement
- Prepare an updated Barrier Maintenance Plan.
- Prepare a SIWP to address items in the Interim Action Report including:
 - Update the site-specific Health and Safety Plan for TRC on-site personnel
 - Install up to 20 hand-augured borings along the side slopes of the railroad corridor stepped out approximately 10 feet from the previous sample locations. The borings along the side slopes will be advanced to an approximate depth of one foot below ground surface (bgs)
 - Collect two soil samples from each boring from depth intervals anticipated to be the 0 to 0.5 foot interval and the 0.5 to 1 foot interval
 - Complete three hand augers at locations where arsenic results have shown elevated concentrations including SB-13 (0.5-1), SB-27 (0.5-1), and SB-34 (0.5-1). The samples will be collected below 1 foot and above the inferred water table to a maximum depth of 4 ft bgs to delineate the vertical extent of arsenic impacts in the railroad fill material
 - Submit up to 50 soil samples for laboratory analyses of total arsenic. Samples will be analyzed on a standard 10-day turnaround time
 - Soil cuttings will be returned to borings due to their shallow depth
- Discuss the soil analytical findings with GRAEF, the City of Franklin, WEC, and the WDNR
- Prepare a Site Investigation Report summarizing the results of the investigation
- Prepare Closure Report Form 4400-202 assuming analytical data is supportive of closure. A \$1,350 Closure Review and GIS fee will be required by the WDNR and is included in this proposal
- Discuss draft reports with the City of Franklin, WEC, and GRAEF
- Finalize reports
- Participate in up to five 1-hour calls with GRAEF, the City of Franklin, WEC, and/or the WDNR to discuss work completed or proposed for the trail

2.0 Deliverables

TRC will provide GRAEF with the following deliverables:

- Construction Completion Report per NR 724 05 (2) and NR 724 15 (3)
- Barrier Maintenance Plan and Form 4400-305 (R7/20)
- Site Investigation Work Plan
- NR 716 Site Investigation Report
- NR 726 Closure Report

3.0 Schedule

TRC can begin work on the project immediately after receiving your notice to proceed. Trail construction is expected to take place in 2025. Following construction, the Construction Completion Report and Barrier Maintenance Plan will be completed. In addition, the Site Investigation Work Plan and site investigation can be completed during or after trail construction. The Site Investigation Report and Closure Report will follow the site investigation, anticipated late 2025.

4.0 Budget

TRC proposes to perform the Scope of Services on a time-and-materials basis in accordance with the attached Cost Breakout (Attachment 3). The total project budget is **\$86,100**. Should GRAEF request TRC to make changes in the services or to perform additional services, TRC will prepare a Change Order for GRAEF's acceptance prior to execution of the work. Additional services will also be performed in accordance with the attached Cost Breakout.

4.1 Budget Assumptions

- Ten half-days have been budgeted to complete the construction observations.
- Two TRC employees are budgeted for three full days to perform the hand auger soil borings.
- No lane closures will be necessary to complete the proposed scope of work. Subcontracted traffic control will not be required to complete borings in or adjacent to the traveled way.
- Site access to private property, if required, will be granted through reasonable means such as access letter(s) and telephone notification(s).
- A closure report will be prepared based on closure-appropriate soil sample concentrations, if appropriate.
- Report revisions following WDNR review will be minimal. 10 TRC staff hours have been included for revisions.
- Additional work such as additional soil borings or soil sampling, and future investigations related to the closure of the site are not included and can be included under a change order.

4.2 Basis for Payment

TRC will submit invoices monthly in accordance with the rate schedule that is in effect when the work is performed

4.3 Terms of Contract

TRC proposes to perform the Scope of Services under the terms and conditions of the Proposal, the Work Authorization, the Terms and Conditions, and Cost Breakout (collectively the "Agreement") If this Agreement is satisfactory to GRAEF, please sign in the required spaces on the Work Authorization and return a fully executed copy to my attention and retain a signed copy of the Work Authorization for your records If GRAEF requires a Purchase Order for payment purposes, please submit the Purchase Order referencing and incorporating this Agreement, including TRC's Proposal and Proposal Number in addition to the signed Work Authorization

**Attachment 2
Work Authorization**

Acceptance of TRC Proposal No. 643179.9990.0000

The signature below, by a duly authorized representative of GRAEF, indicates acceptance of the above referenced proposal without exception. Acceptance is limited to the terms stated in this Agreement, and any additional or different terms are rejected unless expressly agreed to in writing by TRC

Approved and accepted as of the date shown below

TRC

GRAEF

By



By

Signature

Signature

Daniel Haak, P E

Printed Name

Printed Name

Project Manager

Title

Title

December 9, 2024

Date

Date

**Attachment 3
Cost Breakout**

Cost

Project Name Oversight, Sampling, Construction Report, SIWP, Cap Maintent Revision,
116th St Trail, City of Franklin
 TRC Project Number 633179 9990 0000

BASIS OF PAYMENT: TIME AND EXPENSE (NOT TO EXCEED) TOTAL \$86,100.00

LABOR TOTAL: \$79,295.94

TASK	POSITION TITLE	HOURS	RATE	COST
765 - Envir IMP-Contaminated Sites	Contract Manager	20	\$71 81	\$1,436 20
	Project Supervisor I	100	\$56.48	\$5,648 00
	Engineer	150	\$35 95	\$5,392 50
	Hydrogeologist II	10	\$50 85	\$508 50
	Scientist	300	\$31 73	\$9,519 00
	Field Technician	20	\$29 39	\$587 80
	CADD, GIS I	70	\$34 66	\$2,426 20
	Administrative Support II	50	\$34 05	\$1,702 50
TOTAL LABOR AT DIRECT RATE				\$27,220.70
OVERHEAD (1.7225)			1 7225	\$46,887 66
PROFIT (7%)			0 07	\$5,187 58

SUBCONTRACT COSTS TOTAL: \$1,000.00

SUBCONTRACTOR	SUBCONTRACTED SERVICES	QUANTITY	UNIT	RATE	COST
Eurofins	Arsenic	50	Each	\$20 00	\$1,000 00
SUBTOTAL, LABORATORY COSTS					\$1,000 00

DIRECT EXPENSES TOTAL: \$5,804.06

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Meals - Daily Allowance	10	Day	\$45 00	\$450 00
Vehicle Rental (Enterprise)	13	Day	\$75 00	\$975.00
Rental Vehicle Gas (at 15 mpg)	80	Gallon	\$3 10	\$248.00
TRC Equipment Rental (GPS)	13	Day	\$150 00	\$1,950 00
Sample Shipment Fee	5	Allowance	\$60 00	\$300 00
Filing Fees/Permits/Closure GIS Fee	1	Each	\$1,350 00	\$1,350 00
Misc Supplies	1	Allowance	\$531 06	\$531 06
TOTAL DIRECT EXPENSES				\$5,804.06

TRC APPROVALS *Daniel Hards* 12/9/2024
 _____ Date _____
Mel C. ... 12/9/2024
 _____ Date _____
 TRC Quality Assurance

WISDOT APPROVAL _____ Date _____
 WisDOT Contract Manager

**Attachment 4
Terms and Conditions**

Terms and Conditions

TRC Environmental Corporation ("Consultant") will provide consulting and other professional services on behalf of Client. Unless otherwise stated, Consultant's Proposal to perform the Scope of Work expires sixty (60) days from its date and may be modified or withdrawn by Consultant prior to receipt of Client's acceptance. Any additional or different terms and conditions proposed by Client are objected to and will not be binding upon Consultant unless specifically agreed to in writing by Consultant. An order or statement of intent to purchase Consultant's services, or any direction to proceed with, or acquiescence in the commencement of work shall constitute consent to these terms and conditions. The offer and acceptance of any services or goods covered by this Agreement is conditioned upon the terms and conditions contained herein.

1. Scope of Service

The Scope of the Services including the location of the Services required of Consultant for Client or Client Affiliate are detailed in the Proposal which, upon execution by the Parties, shall become a part of this Agreement.

The Services and schedule set forth in the Proposal are based upon site conditions known by Consultant at the time of contract and information regarding the site provided by Client. If the information proves to be incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by Client, or if Client directs Consultant to change its original Services set forth in the Proposal, a written amendment equitably adjusting the terms of cost, performance, schedule and/or conditions shall be executed by Client and Consultant. The parties agree that Consultant shall not start to perform the Services until the Proposal describing the Services, including an agreed upon schedule of performance, has been authorized by both Consultant and the Client, and has been provided to Consultant.

The offer and acceptance of any services or goods covered by the Proposal is conditioned upon these terms and conditions. An order or statement of intent to purchase Consultant's services, or any direction to proceed with, or acquiescence in the commencement of work shall constitute consent to these terms and conditions.

2. Fees and Terms of Payment

Fees Fees for Services performed under this Agreement shall generally be either in a "Time and Materials" or "Fixed Price" basis. The method of compensation shall be specified in the Proposal. Prices or rates quoted do not include state or local taxes where applicable.

- I If Time and Materials: Compensation for Services performed on a Time and Materials basis shall be in accordance with the rate schedule and terms set forth in the Proposal, which is incorporated by reference and made a part of this Agreement.
- II If Fixed Price: If the compensation arrangements are specified in the Proposal as being fixed price, Client shall be invoiced monthly either on the basis of percentage of project completion or upon such payment schedule as set forth in the Proposal.

Expenses Any expenses related to the performance of the Services shall be as set forth in the Proposal.

Invoicing and Payment Consultant will submit invoices for Services on a monthly basis. Payments for all invoices (Time and Materials and/or Fixed Price) are due at the address appearing on the invoice within thirty (30) days of Client's receipt of invoice.

If Client objects to all or any portion of the invoice, Client shall so notify Consultant in writing within ten (10) days of the invoice date, identifying the cause of the disagreement and shall pay when due that portion of the invoice that is not in dispute. Both parties shall use best efforts to resolve any dispute in an expeditious manner. If the parties are unable to resolve the dispute within thirty (30) days of receipt of Client's written objection, the dispute shall be subject to Dispute Resolution procedures set forth in Article 15 below. The Client's obligation to pay for the Work is in no way dependent upon the Client's ability to obtain financing or dependent upon the Client's successful completion of the project.

Interest will accrue on all overdue payments at the rate of 12% per annum, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice. Additionally, if Client does not pay Consultant within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, Consultant may suspend performance of the Services and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse Consultant for all reasonable costs incurred by Consultant in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees. Consultant may at its option withhold delivery of documents and other data pending receipt of payment for all Work rendered and shall have no liability to the Client for delay or damage caused because of such withholding.

3. Time of Performance

Consultant's Services under this Proposal will be considered complete at the earlier of (i) the date when Consultant's Deliverables are accepted by Client or (ii) thirty (30) days after the date when the last of Consultant's Deliverables are submitted for final acceptance if Client does not notify Consultant in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

4. Additional and Changed Services, Delays

Client has the right to add or make changes to the Services set forth in the Proposal provided Consultant receives an equitable adjustment in compensation and time for performance to the extent they are impacted by the additional or changed Services. Consultant has no obligation to proceed with additional or changed Services until the Parties agree to the time and compensation adjustments associated with those Services and Consultant receives a change order to that effect, signed by Client.

Consultant will be entitled to an equitable adjustment in compensation and time for performance to the extent Services to be performed by Consultant are impacted by the acts or omissions of Client, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide Information or comments in connection with the development of any Deliverables (defined below); interference with or delay of any of the Services caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information provided by Client to Consultant and necessary to the performance of the Services as required under the Agreement, and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.

If the Services are not progressing in accordance with the project schedule due to Consultant's fault, Consultant will take appropriate corrective measures, which may include working overtime or adding staff, which will be at Consultant's expense to the extent the delays are caused by Consultant's fault.

5. Force Majeure

Except for the obligation to pay for Services rendered and expenses incurred, no liability will attach to either Party from delay in performance or nonperformance caused by circumstances and/or events beyond the reasonable control of the Party affected, including, but not limited to acts of God, fire, flood, war, earthquake,

epidemic, pandemic, quarantine restrictions, other natural occurrences, war, acts of terrorism, freight embargoes, vandalism, strikes, lockouts, acts and/or omissions of Federal, State and local governmental authorities and regulatory agencies, and other events which are beyond the reasonable control of the Party. Should such delay occur, the parties will use best efforts to resolve any delay in a fair and equitable manner, allowing for schedule adjustments as required to reasonably accommodate the delay and the interests of both Parties.

While Consultant has made reasonable efforts to incorporate into its plan for the Project any known current project impacts of the COVID-19 pandemic, Consultant has not accounted for, unknown future changes due to the COVID-19 pandemic, including, without limitation, additional restrictions by government agencies or others (such as the availability of the site for access or client or consultant staff or others), to the extent they delay or otherwise impact the Project. In that event, Consultant will notify Client and work in good faith as to how to address, time, costs, or other unexpected impacts. In addition, Consultant reserves the right to receive compensation for increased PPE, social distancing, or other requirements that impact Consultant's costs.

6. Consultant Responsibilities

Consultant shall perform all Services in accordance with the following (together, the "Standard of Care"):

- I. Consultant will act as an independent contractor in performing the Services, and nothing herein will at any time be construed to create the relationship of employer and employee, partnership, or joint venture between Client and Consultant.
- II. Consultant shall, in performing the Services, comply with all applicable federal, state, and local laws, ordinances, regulations and orders published by a governmental agency and in place at the time the Work is performed (collectively, "Laws").
- III. Consultant, its employees, and subcontractors shall adhere to any and all policies regarding workplace security, safety and other such policies as transmitted to Consultant by Client prior to performing the Services.
- IV. Consultant shall obtain and maintain throughout the term of this Agreement or as required under Law, the approvals, licenses and/or permits required under Law or by governmental agency, board or other jurisdiction in order to provide the Services.
- V. Consultant will take reasonable precautions to minimize any damage to the property upon which Services are performed and adjoining properties and any cost of correction, repair or replacement to such property caused by Consultant or any subcontractor to Consultant shall be borne by Consultant. If the Services require disturbance of the property, Consultant shall return the property to substantially its original condition unless otherwise provided in the Proposal.
- VI. Consultant shall advise the Client at regular intervals of the status of the project and will make reasonable efforts to coordinate its activities with Client and to accommodate other activities of the Client at the site where the Services are being conducted. Consultant shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.
- VII. Consultant shall perform its Services in a manner consistent with the degree of professional skill and care exercised by similar professionals on projects of similar scope, nature and complexity in line with industry standards and practice and in accordance with generally

accepted engineering, environmental, and/or construction practices in effect at the time the Services are rendered and utilized by environmental firms located in the United States and performing Services of a similar nature. This standard of care shall be judged as of the time and place the Services are rendered, and not according to later standards. A difference of opinion on a question of professional judgment shall not excuse Client from paying for Services rendered or result in liability to Consultant.

- VIII In the event Consultant procures Materials pursuant to the Proposal, Consultant warrants to Client that the Materials will be free of defects in workmanship ("Warranty")
- IX **Remedies** If Consultant's Services fail to meet the Standard of Care ("Nonconforming Work"), or if any materials fail to meet the Warranty ("Defective Materials"), and if Client provides written notice to Consultant of such failure no later than one (1) year after completion of the applicable Proposal or Work Authorization ("Correction Period"), at Consultant's option, Consultant shall, at its sole cost and expense, will within a reasonable time, but not to exceed thirty (30) days, after receipt of such written notice, to the extent requested by Client in such notice: (a) re-perform the Nonconforming Work, (b) repair or replace the Defective Materials, or (c) refund the amount of compensation paid to Consultant for such Nonconforming Work and/or Defective Materials. In no event shall Consultant be required to bear the cost of gaining access in order to perform its warranty obligations the Nonconforming Work or repair or replace the Defective Materials

Warranty Limitation THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND CONSULTANT HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE CONSULTANT TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS ARTICLE WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, CONSULTANT DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO CONSULTANT'S LIABILITY UNDER ARTICLE 10, CLIENT'S EXCLUSIVE REMEDIES AND CONSULTANT'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION UNDER ANY TASK ORDER WILL BE THOSE STATED IN THIS ARTICLE 6

7. **Client Responsibilities**

- I Client shall cooperate with Consultant so that the Services can be completed in a timely, efficient and cost-effective manner. Client will designate in writing the authorized representative(s) familiar with the Services who shall be available to Consultant and who shall have the authority to make decisions necessary for Consultant to perform its Services
- II Client shall be responsible for providing access to Consultant and its subcontractor(s) to enter the property upon which Consultant's Services are to be performed
- III Client shall provide to Consultant all studies, reports, data and other relevant information available to the Client regarding the site and/or Services. Client shall authorize Consultant to obtain additional data as required and furnish the Services of others as reasonably necessary for the performance of the Services. Consultant shall be entitled to use and rely upon such information and Services.

- IV. If the Services include excavation or drilling, Client shall provide Consultant assistance in locating underground structures or utilities in the vicinity of any exploration or investigation. If despite commercially appropriate practices neither Client nor Consultant can confirm the location, the Client agrees that Consultant is not responsible for any costs associated with the repair, replacement or restoration of any damage associated with the non-negligent performance by Consultant of the excavation or drilling.

8. Confidentiality

"Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, know-how, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either Party discloses Confidential Information to the other Party in connection with this Agreement (excluding Consultant's Work Product that is delivered to Client), the Party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of five (5) years from the date of disclosure. These restrictions shall not apply to information that (i) the Parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving Party; (iii) the receiving Party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing Party; (iv) is independently developed by the receiving Party; or (v) is required to be disclosed by law or court order.

9. Insurance

Consultant represents that it has, maintains, and at all times during performance of the Services and will continue in effect at its own expense the following coverage:

- I. Workers Compensation and occupational disease insurance in statutory amounts.
- II. Employer's Liability insurance in the amount of \$1,000,000.
- III. Automobile Liability in the amount of \$1,000,000.
- IV. Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in general aggregate.
- V. Professional Liability insurance in the amount of \$1,000,000.

Said liability coverage policies will name Client as an additional insured, except Workers Compensation, Employer's Liability and Professional Liability Insurance, and include a waiver of subrogation against Client. Consultant shall provide Client a certificate of insurance evidencing the required insurance. Consultant shall not cancel such policies without thirty (30) days prior notice to Client.

10. Indemnification

Each Party assumes full responsibility for any claims, suits, accidents, injuries (including death), losses, costs, liabilities or damages to the person or property of any third party (collectively, "Claims") resulting from its own negligent acts, errors, omissions or reckless acts or those of any of its employees, representatives, contractors, consultants and agents, and, to the extent of a Party's proportionate responsibility therefore, will indemnify, defend and save harmless the other Party, its employees, representatives, contractors, consultants and agents from any costs, liabilities or expenses arising out of such negligent acts, errors,

omissions or willful misconduct. Notwithstanding the foregoing, in the event that Consultant performs intrusive ground work as part of the Services, Client shall indemnify Consultant from and against any and all claims, costs, liabilities or expenses, including reasonable attorneys' fees, resulting from, or arising out of, damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not designated or identified to Consultant prior to the commencement of any subsurface investigation or cleanup, including but not limited to, excavation, drilling, boring, or probing required to be conducted by Consultant as part of site investigation, characterization or remediation work.

11. Allocation of Risk

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT AND CLIENT WAIVE ANY AND ALL CLAIMS AGAINST EACH OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, MULTIPLE, AND PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE CULPABLE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER A PARTY'S CLAIM AGAINST THE OTHER PARTY IS BASED IN CONTRACT (INCLUDING CONTRACT TERMINATION), INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, RENTAL EXPENSES, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF INCOME, LOSS OF PROFIT (EXCEPT PROFIT ARISING DIRECTLY FROM THE SERVICES), LOSS OF FINANCING, LOSS OF BUSINESS, AND LOSS OF REPUTATION

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR (A) CLAIMS COVERED BY INSURANCE, FOR WHICH CONSULTANT'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PROCEEDS OF APPLICABLE INSURANCE UP TO THE SPECIFIC LIMITS OF SUCH INSURANCE SET FORTH IN THIS AGREEMENT, AND (B) THIRD PARTY INDEMNITY CLAIMS FOR BODILY INJURY, DISEASE, OR DEATH, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT AND ITS EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, ON ALL CLAIMS OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO CONSULTANT'S SERVICES UNDER THE PROPOSAL, FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, INDEMNITY, OR BREACH OF CONTRACT, WILL NOT EXCEED THE GREATER OF \$50,000 OR THE COMPENSATION RECEIVED BY CONSULTANT UNDER THE PROPOSAL. ALL SUCH LIABILITY WILL TERMINATE UPON THE EXPIRATION OF THE CORRECTION PERIOD SPECIFIED IN ARTICLE 6. THIS ARTICLE SETS FORTH CONSULTANT'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST CONSULTANT

IF CONSULTANT FURNISHES CLIENT WITH ADVICE OR ASSISTANCE CONCERNING ANY PRODUCTS, SYSTEMS OR SERVICES WHICH IS NOT REQUIRED UNDER THE SERVICES OR ANY OTHER CONTRACT AMONG THE PARTIES, THE FURNISHING OF SUCH ADVICE OR ASSISTANCE WILL NOT SUBJECT CONSULTANT TO ANY LIABILITY WHETHER IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

12. Ownership of Documents

All original documents, reports, and materials including, without limitation, plans, drawings and specifications ("Dellverables") produced and delivered by the Consultant (or Consultant's subcontractors) to Client during the term of and pursuant to this Agreement are instruments of service in respect of the project and shall become the property of Client upon payment therefor. However, this ownership shall not include any ownership interest in the Consultant's preexisting information including, but not limited to, computer programs, software, models, patents, patents pending, standard figures, details or specifications or the

Consultant's or the licensed professional's seal, stamp, or certification Client may use said documents and make and retain copies for information and reference in connection with the use and occupancy of the project by Client and others; however, such documents are not intended or represented to be suitable for reuse or modification by Client or others on extensions of the same project or on any other project. Any reuse or modification without written verification or adaptation by Consultant and Consultant's subcontractors, as appropriate, other than for the specific purpose contemplated under this Agreement will be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's subcontractors. Distribution or submission to meet official regulatory requirements or for other such purposes in connection with the project is not to be construed as an act in derogation of Consultant's rights under this provision or Agreement. Additionally, if Consultant provides any documents, reports, or materials including, without limitation, plans drawings and specifications in both hard copy and on electronic media, then in all circumstances the hard copy of any such document, report, and material including, without limitation, plans, drawings, and specifications shall control in the event of any conflict or discrepancies between the hard copy and the electronic media copy

Any report prepared as part of the Services will be prepared solely for use of the Client. Third parties are not to rely on the report unless both Consultant and Client consent in writing to such reliance. Consultant may assess a charge in connection with documenting such consent.

13. Safety

Consultant commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. Consultant will not have any responsibility for overall job safety at the Project Site. If Consultant determines that its field personnel are unable to access required locations or perform required Services in conformance with applicable safety standards, Consultant may suspend performance until its personnel can safely perform their Services. Consultant will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, Consultant may terminate its performance in accordance with Article 14. Neither the Services rendered by Consultant nor the presence of Consultant's employees or subcontractors at the site shall imply that Consultant has responsibility for any activities performed by personnel other than Consultant's employees or subcontractors.

Client shall inform Consultant of applicable site safety procedures and regulations known to Client as well as any special safety concerns or dangerous conditions at the site. Consultant shall adhere to such procedures and regulations once written notice thereof has been given by Client.

14. Termination

Either Party may terminate this Agreement by written notice given to the other Party at least thirty (30) days prior to the effective date of such termination for cause or for convenience. If such termination occurs, and Consultant is not in breach, Client shall pay Consultant all undisputed sums due to Consultant for Services rendered and expenses incurred to the date of termination as well as reasonable cost for: (i) demobilization, (ii) non-cancellable commitments, and (iii) reasonable Services provided to effectuate a professional and timely project termination. If either Party seeks to terminate the Agreement due to an alleged breach, the non-breaching Party will provide the alleged breaching Party with notice and give five (5) days to submit a plan to cure such alleged breach and the Parties will expeditiously work to resolve the issue. If the termination is the result of Consultant's breach which has not been cured in a reasonable time frame, prior to paying Consultant, Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by Consultant's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which Consultant is entitled, Consultant will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

15. Dispute Resolution

The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the project or the Agreement or the breach thereof ("Dispute") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within 15 days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

This Agreement, and any act or transactions to which they will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the state where the Project is located and the federal laws applicable therein without reference or giving effect to the conflicts of law or choice of law principles thereof. This choice of law expressly includes the applicable statutes of limitation. To the fullest extent permitted by law, the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts in Hartford, Connecticut and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES THAT MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE AND, THEREFORE, TO THE EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN REGARD TO ANY CONTRACT, TORT, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR RELATING TO THE PROJECT OR THIS AGREEMENT

16. Litigation Support

At the request of Client, Consultant agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which Client is or becomes a party in connection with the work performed under this Agreement. Client agrees to compensate Consultant at its then current rates for its time and other costs in connection with such evidence or testimony. Similarly, if Consultant is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, Consultant agrees to contact Client and cooperate with Client and Client's counsel. Client agrees to compensate Consultant at its then current rates for its time and expense in connection with such testimony, document production or other evidentiary production. For avoidance of doubt, this provision is not intended to apply to Disputes arising out of this Agreement.

17. Disposal of Contaminated Materials

It is understood and agreed that Consultant is not, and has no responsibility as, a generator, operator, owner, treater, arranger, or storer of any substances, materials or wastes (hazardous or non-hazardous) found or identified at work sites including drilling and cutting fluids and other samples. Ownership of all samples obtained by Consultant from the site for Services shall be maintained by Client. Consultant will store such samples in a professional manner for the period of time necessary to complete the Services. Upon completion of the Services, Consultant will return any unused samples or portions thereof to Client or, at Client's option using a manifest signed by Client as generator, dispose of the samples in a lawful manner and bill Client for the costs related thereto.

Before any substances, materials or wastes are removed from the site, Client will sign manifests naming Client as the generator of the waste (or, if Client is not the generator, Client will arrange for the generator to sign). Client will select the treatment or disposal facility to which any waste is taken. Consultant shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Consultant has or had title to such materials. Consultant will not have responsibility for or control of the site or of operations or activities at the site other than its own and those of its agents or subcontractors. Consultant will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any wastes or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. Client will indemnify and hold harmless Consultant from and against all losses, damages, costs and expenses, including but not limited to attorneys' fees, resulting from its performance of the Services and arising or resulting from actions brought by third parties alleging or identifying Consultant as a generator, operator, storer, treater, arranger or owner of pre-existing substances or wastes found or identified at work sites. Client shall pay all costs and expenses associated with the collection, storage, transport and disposal of samples and wastes, unless otherwise set forth in the Proposal.

18. Environmental or Subsurface Risks

Client and Consultant acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any substances, materials or wastes (hazardous or non-hazardous) that may be found at the site. Further, Client and Consultant acknowledge that the Services undertaken pursuant to this Agreement, including any subsurface activities, entail uncertainty and risk of injury or damage and that Consultant has not been retained to serve as insurer of the site conditions to the Client, third parties or the public. Client releases Consultant from any claims for damages resulting from or arising out of the preexisting environmental conditions at or associated with the site for Services, which condition was not directly caused by and/or did not result from any negligent act or omission of Consultant, or a subcontractor to Consultant, their representatives, agents, employees and invitees.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring is advanced or drilled through a contaminated area, into a clean soil or a water-bearing zone. Because of the risks posed by such Services, the Client hereby agrees to waive all claims against Consultant that in any way arise out of subsurface sampling, including claims relating to cross-contamination.

Client recognizes the inherent risks connected with construction activities, geotechnical investigations, environmental investigations, and assessments. Client also recognizes that actual conditions at the site may vary from those observed by Consultant when performing the Services. Client specifically acknowledges and agrees that the interpretations and recommendations of Consultant are based on information actually reviewed and conditions actually observed by Consultant. Consultant shall not be responsible for the validity or accuracy of data collected by others or interpretations made by others.

If in the performance of Services, Consultant encounters unanticipated environmental risks or conditions then an amendment to the Proposal will be provided. Client acknowledges that discovery of such unanticipated environmental risks also may require Consultant to take immediate measures to protect health and safety and/or report such discovery as may be required by Law. Client authorizes Consultant to take all measures Consultant reasonably believes to be required under Law and/or immediately necessary to protect Consultant, Client and the public. Further, Client shall compensate Consultant for all reasonable costs associated with such actions.

19. Notice

All notices to either Party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, certified mail or courier to the address of the respective Party or to

such other address as such Party may designate by providing notice as set forth herein. Either Party may change their address effective ten (10) days after written notice thereof to the other Party.

20. Assignment

Except as otherwise agreed to in writing by both Parties, this Agreement will not be assigned by either Party, either voluntarily, involuntarily, or by operation of law. Consent will not be unreasonably withheld, conditioned, or delayed, provided that as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee.

21. Non-Solicitation

Each Party agrees that during the term of this Agreement and for a period of twelve (12) months following any termination of this Agreement, directly or indirectly solicit for employment or hire any employee of the other Party or its affiliates or subsidiaries. Nothing herein shall be deemed to prohibit either Party from conducting generalized solicitations or generalized advertisements for employment or hiring any employee of the other Party who has responded to a generalized solicitation or generalized advertisement for employment.

22. Controlling Agreement

This Agreement and the Proposal embody the entire and integrated agreement and understanding between the Parties pertaining to the subject matter of the Proposal, and supersedes all prior or contemporaneous discussions, promises, agreements, understandings, negotiations, representations and communications whether oral or written, of the Parties, pertaining to that subject matter. Any additional or different terms and conditions proposed by Client are objected to and will not be binding upon Consultant unless specifically agreed to in writing by Consultant. This Agreement may be amended or modified only by a written amendment signed by both Parties. Client acknowledges and agrees that it has received and reviewed these Terms and Conditions and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

If any term contained hereunder is declared invalid by a court of competent jurisdiction, such declaration will not affect the validity of any other of its terms. The failure of either Party to exercise its rights under this Agreement will not constitute a waiver or forfeiture of such right. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/4/2025
REPORTS & RECOMMENDATIONS	A Resolution Confirming the Appointment of Michael N. Paulos as City Engineer	ITEM NUMBER A.3.

RECOMMENDATIONS

The Mayor requests the confirmation of Michael N. Paulos, PE, CDT, LEED AP, as City Engineer for the City of Franklin, effective February 5, 2025, as outlined in the attached resolution.

The City of Franklin has worked extensively with Graef-USA, Inc., where Michael N. Paulos serves as Principal Engineer and Municipal Market Area Leader. Mike has demonstrated a strong commitment to municipal engineering, infrastructure planning, and community development throughout his career. His expertise in water distribution, sanitary sewer, stormwater management, roadway design, and site development has been instrumental in shaping Franklin’s growth and sustainability.

His appointment as City Engineer will ensure the continuity of infrastructure projects, maintain regulatory compliance, and support long-term strategic planning for Franklin.

QUALIFICATIONS OF MICHAEL N. PAULOS

- Education: B.S., Civil Engineering (Cum Laude), Michigan Technological University
- Professional Engineer (PE) License: Wisconsin
- Certifications:
 - LEED Accredited Professional (Leadership in Energy and Environmental Design)
 - Construction Documents Technologist (CDT) – The Construction Specifications Institute
- Professional Affiliations:
 - American Society of Civil Engineers (ASCE)
 - American Public Works Association (APWA)
 - Wisconsin Rural Water Association (WRWA)
 - Wisconsin Water Association (WIAWWA)

FRANKLIN-SPECIFIC PROJECT EXPERIENCE

Michael N. Paulos has led significant infrastructure projects in Franklin, contributing directly to water, wastewater, stormwater, roadway improvements, and public works facilities. His work includes:

Water & Wastewater Infrastructure

- Over 100,000 linear feet of water main designed and implemented in Franklin
- Over 100,000 linear feet of sanitary sewer projects managed within the city
- Franklin Water and Wastewater Facility – Expansion from 3,500 sq. ft. to over 20,000 sq. ft., addressing storage, administration, and vehicle maintenance needs.

Stormwater & Park Development

- Franklin Woods Park/Kayla’s Playground – Managed stormwater, sanitary and water main extensions, restroom facilities, and ADA-accessible infrastructure.

- Pleasant View Park – Led a significant park development project's grading, stormwater management, parking, and utility infrastructure

Roadway & Trail Expansion

- South 31st Street & Rawson Avenue Signals – Led roadway extension, stormwater management, and traffic signal improvements
- West Drexel Avenue Reconstruction – Oversaw the transition of a two-lane rural road to a four-lane urban divided roadway, integrating stormwater management, street lighting, and landscaping.
- 116th Street Trail Development & Puetz Pathway – Engineered and managed the expansion of pedestrian and cycling pathways.

Public Works & Utility Expansion

- City of Franklin DPW Expansion & Utilities – Oversaw the design and implementation of utility expansions and facility improvements.

SUMMARY OF BROADER EXPERIENCE

Beyond Franklin, Michael N. Paulos has been a municipal engineer for multiple Wisconsin communities. His work spans:

- Municipal Engineering Leadership – Serving as City Engineer for Muskego since 2016, overseeing annual road programs, utility projects, and private development reviews
- Major Public Works Facilities – Managed planning, design, and construction of Germantown, Hales Corners, and St. Francis municipal buildings.
- Extensive Water System Modeling – Led distribution system studies, fire flow assessments, and hydraulic modeling for cities like Wauwatosa and Jackson, WI.
- Large-Scale Road & Utility Design – Designed Wisconsin DOT projects, urban roadway reconstructions, and stormwater mitigation systems in Greenfield, Oak Creek, and Wauwatosa

BENEFITS OF APPOINTING MICHAEL N. PAULOS

- Institutional Knowledge & Continuity – As a long-time engineering consultant for Franklin, Mike is already deeply familiar with the city's infrastructure needs and regulatory landscape.
- Cost-Effective & Efficient – His experience with Franklin-specific projects ensures a seamless transition, avoiding delays and reducing dependence on external consultants
- Commitment to Sustainability & Innovation – Mike's LEED accreditation and expertise in water system modeling, stormwater management, and roadway design align with Franklin's long-term sustainability initiatives

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2025-____, A Resolution Confirming the Appointment of Michael N. Paulos as City Engineer

STATE OF WISCONSIN CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO 2025- _____

A RESOLUTION CONFIRMING THE APPOINTMENT OF MICHAEL N PAULOS AS CITY ENGINEER

WHEREAS, the City of Franklin has determined the need for a City Engineer to oversee municipal engineering projects, infrastructure planning, and regulatory compliance; and

WHEREAS, the Mayor has appointed Michael N. Paulos as City Engineer, subject to confirmation by the Common Council; and

WHEREAS, Michael N Paulos brings over 30 years of engineering experience, having successfully managed public works projects, water system modeling, stormwater management, and road design for multiple municipalities; and

WHEREAS, Michael N. Paulos has contributed significantly to Franklin's infrastructure, including water main and sanitary sewer expansions, stormwater management, roadway development, park facility design; and

WHEREAS, the Common Council has determined that Michael N. Paulos possesses the necessary qualifications, expertise, and leadership skills to serve as City Engineer for the City of Franklin;

NOW, THEREFORE, BE IT RESOLVED, The Common Council of the City of Franklin confirms the appointment of Michael N Paulos as City Engineer, effective February 5, 2025.

BE IT FURTHER RESOLVED, the appointment shall be in accordance with City policies and the Master Services Agreement with Graef that the Common Council approved at the January 21, 2025, meeting and shall maintain all required engineering licensure necessary for the position.

Introduced at a regular meeting of the Common Council of the City of Franklin on this 4th day of February 2025 by Alderperson _____

Passed and adopted by the Common Council of the City of Franklin this 4th day of February 2025

APPROVED

John R Nelson, Mayor

ATTEST

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Chapter 55. Officers and Employees

Article I. General Provisions

§ 55-1. City officials; unclassified service.

[Amended 1-6-1998 by Ord. No. 98-1483; 6-2-1998 by Ord. No. 98-1501; 5-4-1999 by Ord. No. 99-1548; 5-18-1999 by Ord. No. 99-1549; 6-30-1999 by Ord. No. 99-1562]

City officials, unclassified service, shall be as follows:

Official	Method of Selection	Term
Mayor [Amended 7-13-1999 by Ord. No. 99-1567 ^[1]]	Elected in even-numbered years	3 years
6 Aldermen [Amended 7-15-1999 by Ord. No. 99-1567 ^[2]]	3 elected each year	3 years
Municipal Judge [Amended 11-1-2011 by Ord. No. 2011-2060]	Elected (terms commencing in 2000)	4 years
City Attorney	Mayor, subject to confirmation by majority of all members of Council	Indefinite (removal by three-fourths vote of all members of Council)
Director of Administration	Mayor, subject to confirmation by majority of all members of Council	Indefinite (removal by three-fourths vote of all members of Council)
City Clerk ^[3]	Mayor, subject to confirmation by majority of all members of Council	Indefinite (removal by three-fourths- vote of all members of Council)
Director of Health and Human Services	Mayor, subject to confirmation by majority of all members of Council	Indefinite (removal by three-fourths- vote of all members of Council)
Sanitarian	Mayor, subject to confirmation by majority of all members of Council	Indefinite (removal by three-fourths- vote of all members of Council)
Civil Defense Director	Mayor, subject to confirmation by majority of all members of Council	Indefinite (removal by three-fourths- vote of all members of Council)
Weed Commissioner ^[4]	Mayor, subject to confirmation by majority of all members of Council	1 year
Building Inspector	Mayor, subject to confirmation by majority of all members of Council	Indefinite (removal by three-fourths- vote of all members of Council)

Official	Method of Selection	Term
City Engineer [Amended 5-21-2024 by Ord. No. 2024-2619]	Mayor, subject to confirmation by majority of all members of Council	Indefinite (removal by three-fourths- vote of all members of Council)
City Assessor [Added 1-23-2001 by Ord. No. 2001-1633]	Mayor, subject to confirmation by majority of all members of Council	Indefinite (removal by three-fourths- vote of all members of Council)
Planning Manager [Added 8-14-2001 by Ord. No. 2001-1671]	Director of Administration, subject to confirmation by majority of all members of Council	Indefinite (removal by three-fourths- vote of all members of Council)
Community Development Director [Added 12-18-2001 by Ord. No. 2001-1692]	Mayor, subject to confirmation by majority of all members of Council	Indefinite (removal by three-fourths- vote of all members of Council)
Director of Finance and Treasurer [Added 5-18-2004 by Ord. No. 2004-1797]	Mayor, subject to confirmation by majority of all members of Council	Indefinite (removal by three-fourths- vote of all members of Council)

- [1] *Editor's Note This ordinance was approved by the electors at a referendum held 4-6-1999. This ordinance increased the term of office of the Mayor commencing on the third Tuesday in April immediately following the spring election in 2002. A complete copy of this ordinance is included in Ch. A254, Charter Ordinances.*
- [2] *Editor's Note This ordinance was approved by the electors at a referendum held 4-6-1999. This ordinance increased the term of office of the Aldermen commencing on the third Tuesday in April immediately following the spring election in 2002 for the District 3, District 4 and District 6 aldermanic positions subject to such election; commencing on the third Tuesday in April immediately following the spring election in 2001 for the District 1, District 2 and District 5 aldermanic positions subject to such election. A complete copy of this ordinance is included in Ch A254, Charter Ordinances*
- [3] *Editor's Note: Former entres regarding the Treasurer and the Finance Officer, as amended 8-8-2000 by Ord. No. 2000-1611, which immediately followed this entry, were repealed 5-18-2004 by Ord No. 2004-1797. Pursuant to Ord. No. 2004-1797, these positions were consolidated to become the Director of Finance and Treasurer.*
- [4] *Editor's Note: Former entres regarding the City Planning and Zoning Administrator and the Assistant Planning and Zoning Administrator, which immediately followed this entry, were repealed 8-14-2001 by Ord. No 2001-1673 and Ord. No 2001-1672, respectively. The entry for Human Resources Coordinator, which immediately followed this entry, was repealed 8-9-2005 by Ord. No. 2005-1847.*

BLANK PAGE

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 2/4/2025</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a Certified Survey Map and Natural Resource Special Exception upon properties located at 6311 and 6341 South 27th Street and 2821 West College Avenue (College Avenue Associates, applicant)</p>	<p style="text-align: center;">ITEM NUMBER M.4. Ald. Dist. #3</p>

City Development staff recommends approval of the attached resolution to accept a conservation easement for and as part of the approval of a Certified Survey Map and Natural Resource Special Exception upon property located at 6311 and 6341 South 27th Street and 2821 West College Avenue.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2025-____, authorizing certain officials to accept a conservation easement for and as part of the approval of a Certified Survey Map and Natural Resource Special Exception upon properties located at 6311 and 6341 South 27th Street and 2821 West College Avenue (College Avenue Associates, LCC, applicant).

RESOLUTION NO. 2024-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A
CERTIFIED SURVEY MAP AND NATURAL RESOURCE SPECIAL EXCEPTION
UPON PROPERTIES LOCATED AT 6311 AND 6341 SOUTH 27TH STREET AND 2821
WEST COLLEGE AVENUE (COLLEGE AVENUE ASSOCIATES, LLC, APPLICANT)

WHEREAS, the Common Council having approved a Certified Survey Map and Natural Resource Special Exception upon the application of Ted Balistreri, College Avenue Associates, LLC, on September 3, 2024, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect on-site wetland, wetland buffer, and young woodlands; and

WHEREAS, §15-4.0102K, §15-7.0201H., and §15-9.0309E. of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the land division 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, all as part of the approval process for a Certified Survey Map; 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.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Ted Balistreri, College Avenue Associates, LLC, in the form and content as annexed hereto, be and the same is hereby approved, subject to review and approval by the Department of City Development and technical corrections by the City Attorney; 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 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 4th day of February, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of February, 2025.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT
TED BALISTRERI, COLLEGE AVENUE ASSOCIATES, LLC
RESOLUTION NO. 2024-_____
PAGE 2

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

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 College Avenue Associates, LLC, a Wisconsin limited liability company, hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

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

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, wetlands, wetland buffer and young woodland as such on the Natural Resource Protection Plan revised July 27, 2024 and prepared by JSD Professional Services, Inc (JSD), which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a “holder”, as contemplated by § 700 40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

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

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

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

Grantee’s rights hereunder shall consist solely of the following

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee’s right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant

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

- 1 Construct or place buildings or any structure,
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations,

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 _____
Shirley J Roberts, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2025, 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 _____, 2025

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents

Nicholas Fuchs
Associate Planner
Department of City Development

Date

Approved as to form only

Jesse A Wesolowski
City Attorney

Date

Exhibit A



COLLEGE AVE ASSOCIATES
W225N3178 DUPLAINVILLE RD
PEWAUKEE, WI 53072

PROPERTY DESCRIPTION
Legal Description
(Parcel Tax Key No. 714-9973-000)

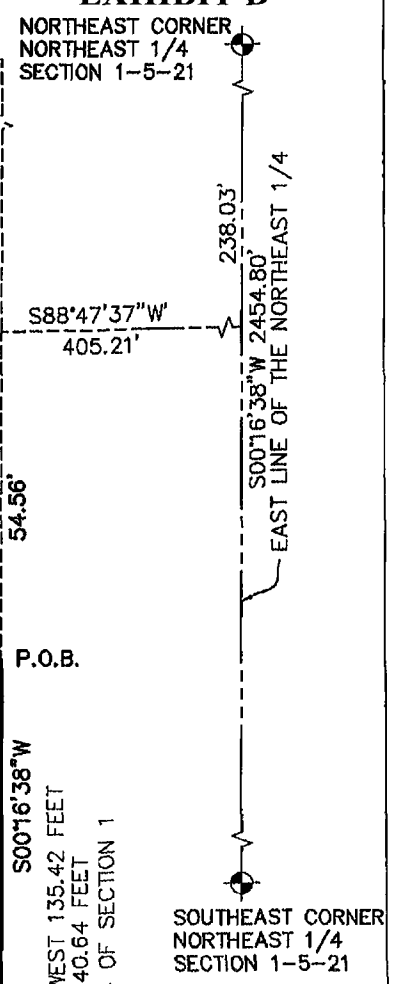
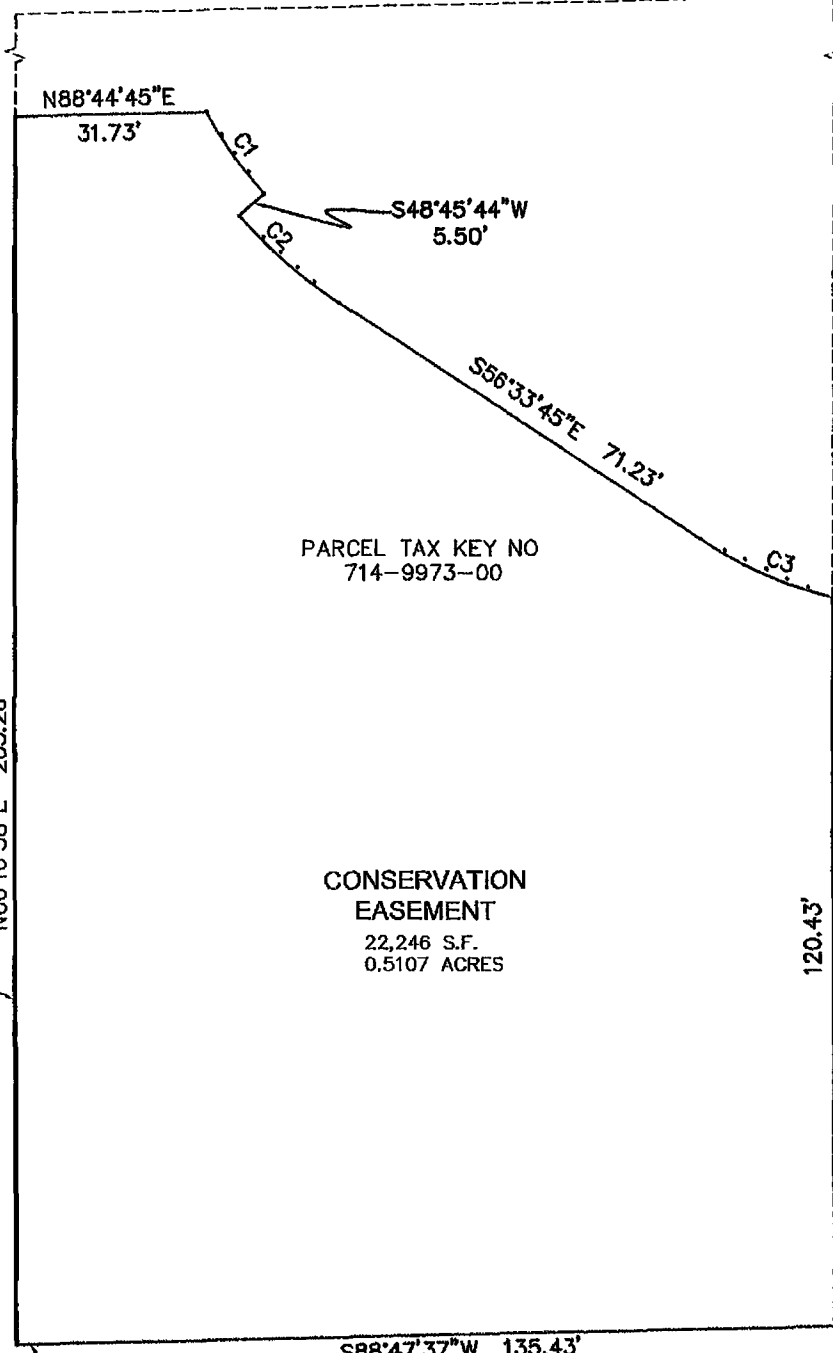
The West 135.42 feet of the East 540.64 feet of the North 25 acres on the Northeast Quarter (NE ¼) of Section 1, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Excepting therefrom the North 55 feet taken for Highway purposes.

File: \\JSD\new_projects\2018\18-8450 27th and College (Franklin, WI)\DWG\188450 Exhibit Conservation Easement.dwg Layout: Conservation Exhibit Lot 1 User: jmorrow Plotted: Sep 13, 2024 - 5:55pm

EXHIBIT B

WEST LINE OF WEST 135.42 FEET
OF THE EAST 540.64 FEET
OF THE NE 1/4 OF SECTION 1
N00°16'38"E 203.26'



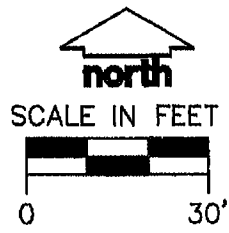
PARCEL TAX KEY NO
714-9973-00

**CONSERVATION
EASEMENT**
22,246 S.F.
0.5107 ACRES

SOUTH LINE OF THE NORTH 25 ACRES OF THE NE 1/4 OF SECTION 1
S88°47'37"W 135.43'

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC LENGTH	TANGENT LENGTH
C1	77.00'	012°24'35"	S35°01'59"E	16.64'	16.68'	8.37
C2	82.50'	015°19'28"	S48°54'01"E	22.00'	22.07'	11.10
C3	72.50'	018°57'54"	S66°02'42"E	23.89'	24.00'	12.11



JSD
MILWAUKEE REGIONAL OFFICE
W238 N181C BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0866

PROJECT:
**COLLEGE AVENUE
ASSOCIATES, LLC**
W225N3178 DUPLAINVILLE RD
PEWAUKEE, WI 53072

SHEET TITLE:
**CONSERVATION
EASEMENT
EXHIBIT**

PROJECT NUMBER:
18-8450
DRAWN BY:
SMN
DATE:
9/09/2024

SHEET NUMBER:
1



COLLEGE AVE ASSOCIATES
W225N3178 DUPLAINVILLE RD
PEWAUKEE, WI 53072

CONSERVATION EASEMENT
Legal Description

Part of the Northeast 1/4 of the Northeast 1/4 of Section 01, Township 05 North, Range 21 East, in the city of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of Northeast 1/4 of said Section 1; thence S00°16'38"W along the East line of the said Northeast 1/4 a distance of 238.03 feet; thence S88°47'37"W 405.21 feet; thence S00°16'38"W, 54.56 feet to the **Point of Beginning** of lands to be described; thence continuing S00°16'38"W 120.43 feet; thence S88°47'37"W, 135.43 feet; thence N00°16'38"E 203.26 feet; thence N88°44'45"E 31.73 feet to a point of curvature; thence Southeasterly 16.68 feet along the arc of a 77.00 foot radius curve to the left with a interior angle of 12°24'35" and a chord bearing S35°01'59"E 16.64 feet; Thence S48°45'44"W, 5.50 feet to a point of curvature; thence Southeasterly 22.07 feet along the arc of a 82.50 foot radius curve to the left with an interior angle of 15°19'28" and a chord bearing S48°54'01"E 22.00 feet; thence S56°33'45"E, 71.23 feet to a point of curvature; thence Southeasterly 24.00 feet along the arc of a 72.50 foot radius curve to the left with an interior angle of 18°57'54" and a chord bearing S66°02'42"E 23.89 feet to the Point of Beginning.

Containing 22,246 square feet or 0.5107 acres.

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 02/04/2025</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NO. 7389 “BUSINESS SERVICES, NOT ELSEWHERE CLASSIFIED” TO ALLOW SUCH USE AS A PERMITTED USE IN THE B-3 COMMUNITY BUSINESS DISTRICT (PRIME PACK, LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER H.5.</p>

At its January 23, 2025 meeting the Plan Commission recommended approval of an ordinance to amend the Unified Development Ordinance Text at Table 15-3.0603 Standard Industrial Classification Title No. 7389 “Business Services, Not Elsewhere Classified” to allow such use as a permitted use in the B-3 Community Business District.

The vote was 4-0-1, four “ayes”, no “noes” and one absents.

COUNCIL ACTION REQUESTED

A motion to approve Ordinance No. 2025-_____, an ordinance to amend the Unified Development Ordinance Text at Table 15-3.0603 Standard Industrial Classification Title No. 7389 “Business Services, Not Elsewhere Classified” to allow such use as a permitted use in the B-3 Community Business District. (Prime Pack, LLC, Applicant)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2025-____

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT
AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NO. 7389
“BUSINESS SERVICES, NOT ELSEWHERE CLASSIFIED” TO ALLOW SUCH USE AS
A PERMITTED USE IN THE B-3 COMMUNITY BUSINESS DISTRICT
(PRIME PACK, LLC, APPLICANT)**

WHEREAS, Table 15-3.0603 of the Unified Development Ordinance sets forth the permitted and special uses in the nonresidential zoning districts; and

WHEREAS, Prime Pack, LCC having applied for a text amendment to Table 15-3.0603 to amend the Unified Development Ordinance text at Table 15-3.0603 Standard Industrial Classification (SIC) Title No. 7389 “Business Services, Not Elsewhere Classified”, to allow for such use as a Permitted Use in the B-3 Community Business District.

WHEREAS, the Plan Commission having reviewed the proposed amendment to change SIC Code No. 7389 “Business Services, Not Elsewhere Classified” to a Permitted Use in the B-3 Community Business District, and having held a public hearing on the proposal on the 23rd day of January, 2025 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: Table 15-3.0603 of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, only as it pertains to: Standard Industrial Classification Title No. 7389 “Business Services, Not Elsewhere Classified”, is hereby amended as follows: insert “P” (Permitted Use) in the B-3 column

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 4th day of February, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of February, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Date: December 27, 2024
To: Christopher Smith, Von Briesen & Roper, S.C.; Prime Pack LLC
From: Department of City Development. Luke Hamill, Associate Planner.
RE: Staff Comments, City-Wide UDO Text Amendment

Please be advised that city staff has reviewed the above application received on December 6, 2024, for a proposed UDO Text Amendment to change the Standard Industrial Code 7389 "Business Services, Not Elsewhere Classified" from a prohibited use, to a permitted use within the B-3 Community Business District. The following comments are for your review and consideration.

City Development Comments

Your public hearing is scheduled for the January 23, 2025 Plan Commission Meeting at 6:00 PM at the Common Council Chambers at Franklin City Hall and the Final Decision at the February 4th Common Council Meeting at the same location

Please provide 12 copies of your application materials to the City Development Window no later than Monday, January 13, 2025 at 4:30 PM.

CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of January 23, 2025

Unified Development Ordinance Text Amendment

RECOMMENDATION: City Development Staff recommends approval of the Unified Development Ordinance application, subject to the staff recommended conditions of approval.

Project Name:	Prime Pack LLC Unified Development Ordinance Text Amendment
Project Address:	City-wide/7127 S. 76 th Street
Applicant:	Prime Pack LLC.
Agent:	Chris Smith, Von Briesen & Roper, S.C.
Property Owner(s):	Franklin Village Properties, LLC
Current Zoning:	B-3 - Community Business District
2025 Future Land Use:	Commercial

Introduction:

The applicant has filed a Unified Development Ordinance Text Amendment applications, to locate and operate a packing supplies sales and ancillary shipping use (similar to a UPS Store) at 7127 S. 76th Street.

Unified Development Ordinance (UDO) Text Amendment

The UDO Text Amendment requests to allow Standard Industrial Classification No. 7389, Business Services, Not Elsewhere Classified, as a Permitted Use in the B-3 Community Business District. Currently this SIC Code is not allowed in B-3, but is a permitted use in B-1, B-2, and B-4.

Note this would allow uses classified under this SIC Code as a Special Use for all B-3 District zoned properties. SIC Code No. 7389 includes the following (applicants proposed use is highlighted):

7389 Business Services, Not Elsewhere Classified

Establishments primarily engaged in furnishing business services, not elsewhere classified, such as bondspersons, drafting services, lecture bureaus, notaries public, sign painting, speakers' bureaus, water softening services, and auctioneering services, on a commission or fee basis. Auctions of used cars and agricultural commodities, such as livestock and produce, are classified in Wholesale Trade.

- Agents and brokers for authors and nonperforming artist
- Apparel pressing service for the trade

- Appraisers, except real estate appraisers
- Arbitration and conciliation services
- Artists' agents and brokers, except performing artists
- Auctioneering service on a commission or fee basis
- Authors' agents and brokers
- Automobile recovery service
- Automobile repossession service
- Automobile shows, flower shows, and home shows: promoters of
- Bartering services for businesses
- Batik work (handprinting on textiles)
- Bondspersons
- Bottle exchanges
- Bronzing baby shoes
- Business brokers (buying and selling business enterprises)
- Charge account service (shopping plates) collection by individual
- Check validation service
- Cloth: cutting to length, bolting, or winding for textile distributors
- Contractors' disbursement control
- Convention bureaus
- Convention decorators
- Copyright protection service
- Correct time service
- Cosmetic kits, assembling and packaging
- Cotton inspection service, not connected with transportation
- Cotton sampler service
- Coupon redemption service, except trading stamps
- Credit card service (collection by individual firms)
- Decoration service for special events
- Demonstration service, separate from sale
- Directories, telephone: distribution on a contract or fee basis
- Divers, commercial
- Drafting service, except temporary help
- Drawback service, customs
- Drive-a-way automobile service
- Embroidering of advertising on shirts, etc.
- Engrossing, e.g., diplomas and resolutions
- Exhibits, building of: by industrial contractors
- Field warehousing, not public warehousing
- Filling pressure containers (aerosol) with hair spray, insecticides, etc.
- Fire extinguishers, service of
- Firefighting service, other than forestry or public
- Flagging service (traffic control)
- Floats, decoration of
- Florists' telegraph service
- Folding and refolding service: textile and apparel
- Fundraising on a contract or fee basis
- Gas systems, contract conversion from manufactured to natural gas
- Handtool designers
- Handwriting analysis
- Hosiery pairing on a contract or fee basis
- Hotel reservation service
- Identification engraving service
- Inspection of commodities, not connected with transportation
- Interior decorating consulting service, except painters and paper
- Interior designing service, except painters and paper hangers
- Inventory computing service
- Labeling bottles, cans, cartons, etc. for the trade: not printing
- Laminating of photographs (coating photographs with plastics)
- Lecture bureaus
- Lettering service
- Liquidators of merchandise on a contract or fee basis
- Mannequin decorating service
- Map drafting service

- Mapmaking, including aerial
- Message service, telephone answering except beeper service
- Metal slitting and shearing on a contract or fee basis
- Meter readers, remote
- Microfilm recording and developing service
- Mounting merchandise on cards on a contract or fee basis
- Music distribution systems, except coin-operated
- Notaries public
- Packaging and labeling service (not packing and crating)
- Paralegal service
- Parcel packing service (packaging)
- Patent brokers
- Patrol of electric transmission or gas lines
- Photogrammetric mapping service (not professional engineers)
- Photographic library service, still
- Photography brokers
- Pipeline and power line inspection services
- Playwrights' brokers
- Post office contract stations
- Presorting mail service
- Press clipping service
- Printed circuitry graphic layout
- Process serving service
- Produce weighing service, not connected with transportation
- Product sterilization service
- Promoters of home shows and flower shows
- Racetrack cleaning, except buildings
- Radio broadcasting music checkers
- Radio transcription service
- Recording studios on a contract or fee basis
- Redemption of trading stamps
- Repossession service
- Restaurant reservation service
- Rug binding for the trade
- Safety inspection service, except automotive
- Salvaging of damaged merchandise, not engaged in sales
- Sampling of commodities, not connected with transportation
- Scrap steel cutting on a contract or fee basis
- Shoe designers
- Showcard painting
- Shrinking textiles for tailors and dressmakers
- Sign painting and lettering shops
- Solvents recovery service on a contract or fee basis
- Speakers' bureaus
- Sponging textiles for tailors and dressmakers
- Styling of fashions, apparel, furniture, and textiles
- Styling wigs for the trade
- Swimming pool cleaning and maintenance
- Switchboard operation of private branch exchanges
- Tape slitting for the trade (cutting plastics, leather, etc. into widths)
- Tax collection agencies: collecting for a city, county, or State
- Tax title dealers: agencies for city, county, or State
- Telemarketing (telephone marketing) service on a contract or fee basis
- Telephone answering, except beeper service
- Telephone solicitation service on a contract or fee basis
- Textile designers
- Textile folding and packing services
- Time-share condominium exchanges
- Tobacco sheeting service on a contract or fee basis
- Tourist information bureaus
- Trade show arrangement
- Trading stamp promotion and sale to stores

- Trading stamp redemption
- Translation service
- Water softener service
- Weighing foods and other commodities not connected with
- Welcoming service
- Window trimming service
- Yacht brokers

Project Description/Analysis:

The SIC Code 7389 is listed as a permitted use in the B-1, B-2, and B-4 business districts respectively, but not the B-3 district. All of these business zoning districts are relatively similar in requirements and allowed uses.

The proposed UDO rewrite simplifies the use table, and the most recent draft proposes this use as “General Service”, which would be a permitted use in the subject property’s new proposed Zoning District, which is B-R (Regional Business District).

Staff Recommendation:

City Development Staff recommends approval of the Unified Development Ordinance application for Prime Pack LLC., subject to the staff recommended conditions of approval.

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



APPLICATION DATE: _____

STAMP DATE: _____

COMMON COUNCIL REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME:	NAME: CHRIS SMITH
COMPANY: PRIME PACK LLC	COMPANY: VON BRIESEN & ROPER, S.C.
MAILING ADDRESS: 3408 W WALNUT ST	MAILING ADDRESS: 411 E WISCONSIN AVE STE 1000
CITY/STATE: MILWAUKEE / WI ZIP: 53208	CITY/STATE: MILWAUKEE / WI ZIP: 53202
PHONE: (414) 578-0441	PHONE: (414) 287-1499
EMAIL ADDRESS: ADMIN@PARCELPOINTPLUS.COM	EMAIL ADDRESS: CHRISTOPHER.SMITH@VONBRIESEN.COM

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 7127 S. 76TH STREET	TAX KEY NUMBER: 7550038001
PROPERTY OWNER: FRANKLIN VILLAGE PROPERTIES, LLC	PHONE: (773) 412-3599
MAILING ADDRESS: P.O. BOX 11097	EMAIL ADDRESS: FRANKLINVILLAGE111@GMAIL.COM
CITY/STATE: SHOREWOOD / WI ZIP: 53211	DATE OF COMPLETION:

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 11 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 on 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: Brody Buss, Manager DATE: 12/5/24	NAME & TITLE: Jany Vang, Owner DATE: 12/6/24
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE:	NAME & TITLE: Chris Smith, Attorney DATE: 12/6/24

Christopher R. Smith
Direct Telephone
414-287-1499
christoper.smith@vonbriesen.com

November 26, 2024

To Whom It May Concern,

On behalf of Prime Pack LLC, we respectfully request the City of Franklin amend its Unified Development Ordinance (*UDO*). Specifically, we request that the City amend the allowed uses within the B-3 zoning district to permit SIC No 7389 (Business services, not elsewhere classified). Per the Occupational Safety and Health Administration, Industry 7389 contains establishments, such as ours, primarily engaged in packaging and labeling merchandise for purposes other than shipping (retail packaging). Prime Pack LLC's business model focuses on retail sales of packing supplies and ancillary shipping, like a UPS Store, which falls under Industry 7389. Prime Pack LLC does not engage in industrial warehousing and shipping, and its business model fits comfortably within similar customer-focused businesses open to the public.

The UDO currently permits these businesses in both the B-2 (General Business) and B-4 (South 27th Street Mixed Use Commercial) districts. We believe the Industry 7389 fits within the B-3 district's AUTO-URBAN character and compatibility with the SUBURBAN character as set forth in the City's Comprehensive Master Plan and referenced in § UDO-3-15-3.0300.0303A5. Furthermore, under the draft update to Franklin's UDO, the draft ordinance permits General Service uses, including ours, in the subject zoning district. Therefore, we find ourselves in the position where the City would permit the use under new rules potentially within the next year, depending on the City's schedule for adoption, but not currently.

The applicant wishes to occupy the subject tenant space and establish their business presence within the City as quickly as possible. We understand that the City will not schedule the draft UDO for adoption until 2025; therefore, instead of waiting for the new ordinance, we request that the city amend its current ordinance so that our business may re-submit a zoning compliance application and quickly commence operations per all other applicable City ordinances.

Thank you for your consideration.

Very truly yours,

von BRIESEN & ROPER, s.c.



Christopher R. Smith

B-3 City Wide & 7127 S. 76th Street



BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/04/2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND PLANNED DEVELOPMENT DISTRICT NO. 18 AS IT PERTAINS TO THE APPROVAL OF MINOR SITE PLAN AMENDMENTS BY DEPARTMENT OF CITY DEVELOPMENT STAFF	ITEM NUMBER D. 6.
<p data-bbox="261 638 1377 743">At its January 23, 2025 meeting the Plan Commission recommended approval of a an ordinance to amend Planned Development District No. 18 as it pertains to the approval of Minor Site Plan Amendments by Department of City Development Staff.</p> <p data-bbox="261 785 1032 814">The vote was 4-0-1, four “ayes”, no “noes” and one absents.</p> <p data-bbox="574 1570 1068 1600" style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p data-bbox="266 1642 1382 1747">A motion to approve Ordinance No. 2025-_____, an ordinance to amend Planned Development District No. 18 as it pertains to the approval of Minor Site Plan Amendments by Department of City Development Staff.</p>		

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND PLANNED DEVELOPMENT DISTRICT NO. 18
AS IT PERTAINS TO THE APPROVAL OF MINOR SITE PLAN AMENDMENTS
BY DEPARTMENT OF CITY DEVELOPMENT STAFF

WHEREAS, §15-3.0423 of the Unified Development Ordinance provides for and regulates Planned Development District No. 18 (Franklin Business Park), same having been created by Ordinance No. 93-1279 and later amended by Ordinance Nos. 1997-1437, 2000-1627, 2003-1743, 2005-1851, 2012-2094, 2015-2196, 2020-2442, and 2022-2512; and

WHEREAS, said Planned Development District having previously been part of the Zoning Ordinance No. 221, as Section 13.21, same having later been incorporated into the City of Franklin Unified Development Ordinance as Section 15-3.0423, as it is currently codified; and

WHEREAS, Subsection (2) of Planned Development District No. 18 provides that the administration of applicable laws associated with Planned Development District No. 18, including the review and approval of land use and building plans for structures and improvements, shall be carried out by the Community Development Authority of the City of Franklin, Wisconsin ("CDA"); and

WHEREAS, the Unified Development Ordinance Section 15-7.0107 requires a Minor Site Plan Amendment for any reasonable and bona fide change in circumstances occurring since the prior approval, and which does not: i) significantly alter the character, functionality, safety, or appearance of the development; ii) result in a significant decrease in the amount or quality of the approved amenities; iii) result in significant changes in architectural styles, colors or building materials that are inconsistent with the approved Site Plan; iv) result in changes to such items as a phasing plan or developer control, that substantially impact the development or development in the area; or v) result in any amendment that would modify any aspect or portion of an adopted Site Plan for which a specific condition was retained or added from input at a public hearing or other public input of record by the Plan Commission and/or the Common Council. in the City of Franklin, and Ordinance No. 93-1279 requires approval by the CDA as a prerequisite to site plan approvals in the Franklin Business Park; and

WHEREAS, the CDA having reviewed the site plan approvals administered pursuant to Planned Development District No. 18 and the administrative process established by the Unified Development Ordinance whereby minor site plan amendments are issued as an administrative function of the Planning Manager or the

Department of City Development for all minor site plans within the City and having determined that the efficient administration of the Franklin Business Park would be further served by the approval of minor site plan amendments by the Department of City Development in the Franklin Business Park; and

WHEREAS, the subject petition was before the Community Development Authority on the 23rd day of January, 2025, the Authority having recommended approval thereof to the Common Council; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 23rd day of January, 2025, and the Plan Commission having reviewed the proposed amendment to Planned Development District No. 18 after hearing the public and having made its recommendations to the Common Council.

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

SECTION 1: § 15-3.0423(2), entitled "Administration", of the Unified Development Ordinance of the City of Franklin, be and the same is hereby amended to read as follows *[note deletions appear in strike-through text, additions appear in underlined text, unchanged text is not highlighted]*:

The administration of applicable laws associated with Planned Development District No. 18, including the review and approval of land use and of site and building plans, shall be carried out by the Community Development Authority of the City of Franklin, Wisconsin ("CDA"); excepting that the Common Council shall administer the review and approval process (following Plan Commission review as is required for such matters not affecting lands within this District, and following such review and recommendation as the CDA may make thereon), upon any rezoning, land division, land combination and other application as required by law; and excepting that the review and approval of a zoning compliance permit for any use by any person or entity other than that as originally approved by the CDA in conjunction with its approval of any new construction, shall be carried out by the City of Franklin Planning Manager or the Planning Manager's designee within the Planning and Zoning Department of City Development, pursuant to §15-9.0102 of the Unified Development Ordinance; and excepting that the review and approval of Minor Site Plan Amendments, herein defined as 1) A change of less than 5% of the structures' floor area, and 2) no increase in the off-street parking located on

site; shall be carried out by the City of Franklin Department of City Development, pursuant to Unified Development Ordinance §15-7.0107.

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 _____, 2025, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES __ NOES __ ABSENT __



REPORT TO THE PLAN COMMISSION

Meeting of January 23, 2025

Major Amendment to Planned Development District No. 18

RECOMMENDATION: City Development Staff recommends approval of Option 2 of this Planned Development District amendment to allow for administrative review of minor site plan amendments in the Franklin Business Park

Table with 2 columns: Field Name and Description. Fields include Project Name, Location, Applicant, Zoning, 2025 Comprehensive Plan, Action Requested, and Planner.

In order to streamline the minor site plan approval process in the Franklin Business Park, City Development Department staff is proposing an ordinance to allow for administrative review of Minor Site Plan Amendments by this department, without the prerequisite of an additional review and approval by the Community Development Authority (CDA).

The current review and approval process for a minor amendment to site plans in the Franklin Business Park is as follows:

- Review by City Development staff of a Site Plan Amendment application, and approval by the CDA in a regular meeting.
• Separate approval from the Franklin Business Park Review Board.

Currently, the Unified Development Ordinance allows for administrative approval for Minor Site Plan Amendments for non-PDD zoning. The current UDO defines a minor site plan amendment as follows:

Any minor amendment is an amendment(s) which is supported by an application request due to a reasonable and bona fide change in circumstances occurring since the prior approval, and which does not: i) significantly alter the character, functionality, safety, or appearance of the development; ii) result in a significant decrease in the amount or quality of the approved amenities; iii) result in significant changes in architectural styles, colors or building materials that are inconsistent with the approved Site Plan; iv) result in changes to such items as a phasing plan or developer control, that substantially impact the development or development in the area; or v) result in any amendment that would modify any aspect or portion of an adopted Site Plan for which

a specific condition was retained or added from input at a public hearing or other public input of record by the Plan Commission and/or the Common Council.

This definition is vague and does not give any sort of statistical definition for what is a Minor Site Plan Amendment and what is a major Site Plan Amendment.

However, even that vague definition is not in the current PDD 18 ordinances and there is no mention of a Minor Site Plan Amendment. Any slight change to a lot within PDD 18 requires the submittal of a Site Plan application that needs to be reviewed by CDA, which only meets once a month, which can delay very minor projects that do not significantly alter the use or architectural styles of a property and wastes CDA members and staffs time. Therefore, City Development Staff is recommending that standards for Minor Site Plan Amendments that is approved by staff within PDD 18 be enacted. City Development Staff has brought two options for the Plan Commission to consider:

Option 1: Approve an Ordinance that enacts Minor Site Plan Amendments with the current language of the UDO, which is provided earlier in the document. City Development Staff does not recommend this option, as the definitions are vague and there is gray area on which is a Major Site Plan and which is a Minor Site Plan Amendment.

Option 2: This option would be to approve an ordinance that would enact the definitions for Minor Site Plan Amendments that are currently proposed within the Draft UDO, which is part of the larger UDO rewrite project. The definitions are as follows:

Major Amendment. A major amendment is an amendment which results in one of the following:

- 1. A change of five (5) percent or more of the structures' floor area.**
- 2. An increase in the off-street parking located on site.**

Minor Amendment. A Minor Site Plan amendment is any change that does not qualify as a major site plan amendment per Section above.

This would make a Minor Amendment any changes to a site that is 1) less than 5 percent change in a structures area, 2) no increase in off-street parking, and 3) No significant change in architectural styles, colors or building materials that are inconsistent with the approved Site Plan.

This gives a much more concrete and less vague definition of what is a Minor Site Plan than Option 1. City Development Staff recommends Option 2 be adopted.

RECOMMENDATION

A motion to determine the proposed amendment to Planned Development District No. 18 to be a major amendment.

A motion to recommend approval of Option 2 of this Planned Development District Amendment.

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 02/04/2025</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">A Resolution Conditionally Approving a Land Combination for Tax Key Nos. 899 9990 069; 899 9990 023; and 899 9990 024 (9600 S 58TH ST. A and Adjacent Lots) (Krones INC., Applicant and Owner)</p>	<p align="center">ITEM NUMBER D. 7. Ald. Dist. 4</p>
<p>At its January 23, 2025, regular meeting, the Plan Commission recommended approval of this resolution. The vote was (4-0-2), 4 ‘ayes’, no ‘noes’, and 2 absences.</p> <p align="center">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution 2025-_____, conditionally approving a Land Combination for Tax Key Nos. 899 9990 069; 899 9990 023; and 899 9990 024 (9600 S 58TH ST. and Adjacent Lots) (Krones, Inc., applicant).</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 01/14/25

RESOLUTION NO. 2025-_____

A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR
TAX KEY NOS. 899 9990 069; 899 9990 023; AND 899 9990 024
(9600 S 58TH ST. AND ADJACENT LOTS)
(KRONES INC., APPLICANT AND OWNER)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed land combination for Kronos, Inc. to combine 9600 S 58th St., Tax Key No. 899 9990 069 (19.2 acres); 899 9990 023 (1.2 acres); and 899 9990 024 (0.8 acres), properties more particularly described as follows:

Parcel 1 of Certified Survey Map No. 5511 and Parcel 1 of Certified Survey Map No. 6167 located in the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 26 , Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4 of Section; thence North 88°20'31" East along said North line 964.60 feet to a point; thence South 00°26'07" East 110.02 feet to a point on the South line of W. Ryan Road (S.T.H. 100) also being the beginning of the lands hereinafter described; thence North 88°20'31" East along said South line 347.06 feet to a point; thence South 00°30'49" East 514.98 feet to a point; thence South 00°32'13" East 1108.16 feet to a point; thence South 88°20'31" West 399.79 feet to a point; thence North 00°26'07" West 185.93 feet to a point; thence South 88°20'31" West 50.00 feet to a point; thence North 00°26'07" West 250.00 feet to a point; thence South 88°20'31" West 250.00 feet to a point on the East line of South 58th Street; thence North 00°25'49" West along said East line 922.27 feet to a point; thence North 88°20'31" East 349.99 feet to a point; thence North 00°26'07" West 265.00 feet to the point of beginning; and

WHEREAS, the Plan Commission having reviewed such application and recommended approval thereof and the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed land combination is appropriate for approval pursuant to law upon certain conditions, all pursuant to §15-9.0312 of the Unified Development Ordinance, Land Combination Permits.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the proposed land combination for Kronos, Inc., as submitted by Kronos, Inc., as described above, be and the same is hereby approved, subject to the following conditions:

KRONES INC. – LAND COMBINATION

RESOLUTION NO. 2025-_____

Page 2

1. Krones Inc., 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 Krones, Inc. land combination project, 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.

2. The approval granted hereunder is conditional upon Krones, Inc. and the Krones, Inc. land combination project for the properties located at approximately 9600 S 58th St., Tax Key No. 899 9990 069; 899 9990 023; and 899 9990 024, and vacated service road): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of January 23, 2025

Land Combination

RECOMMENDATION: City Development Staff recommends approval of the Land Combination Application for properties located at approximately 5921 W. Ryan Road bearing Tax Key Nos. 899 9991 002, 899 9991 003 and 899 9991 005, subject to the conditions in the draft resolutions.

Project Name:	Krones Land Combination
Property Owner:	Krones Inc./ Holger Beckmann President & CEO
Applicant:	Dan Knoblauch, Krones Inc.
Property Address/TKN:	9600 S 58 th St. / 899 9990 069; 899 9990 023; 899 9990 024
Aldermanic District:	District 4
Agent:	Jesse Bartol, Krones Inc.
Zoning District:	M-1 Limited Industrial District
Use of Surrounding Properties:	PDD 25 (residential) to the north, PDD 18 (industrial) to the east, M-1 Limited Industrial District to the south and west
Application Request:	Approval of a Land Combination
Staff Planner:	Marion Ecks, AICP

Project Analysis

The subject property is an industrial property housing operations for Krones, Inc. The applicants previously obtained approval of a land Combination (RES 2023-7966) to absorb a lot on the south of the 19 acre parcel to accommodate solar infrastructure. The current request is a consolidation; there are no proposed changes to the use of these properties or the site plan as part of this request.

The Land Combination is requesting to combine the three existing lots listed below to create a single 21.1742 Acre / 922,348 Square Feet parcel.

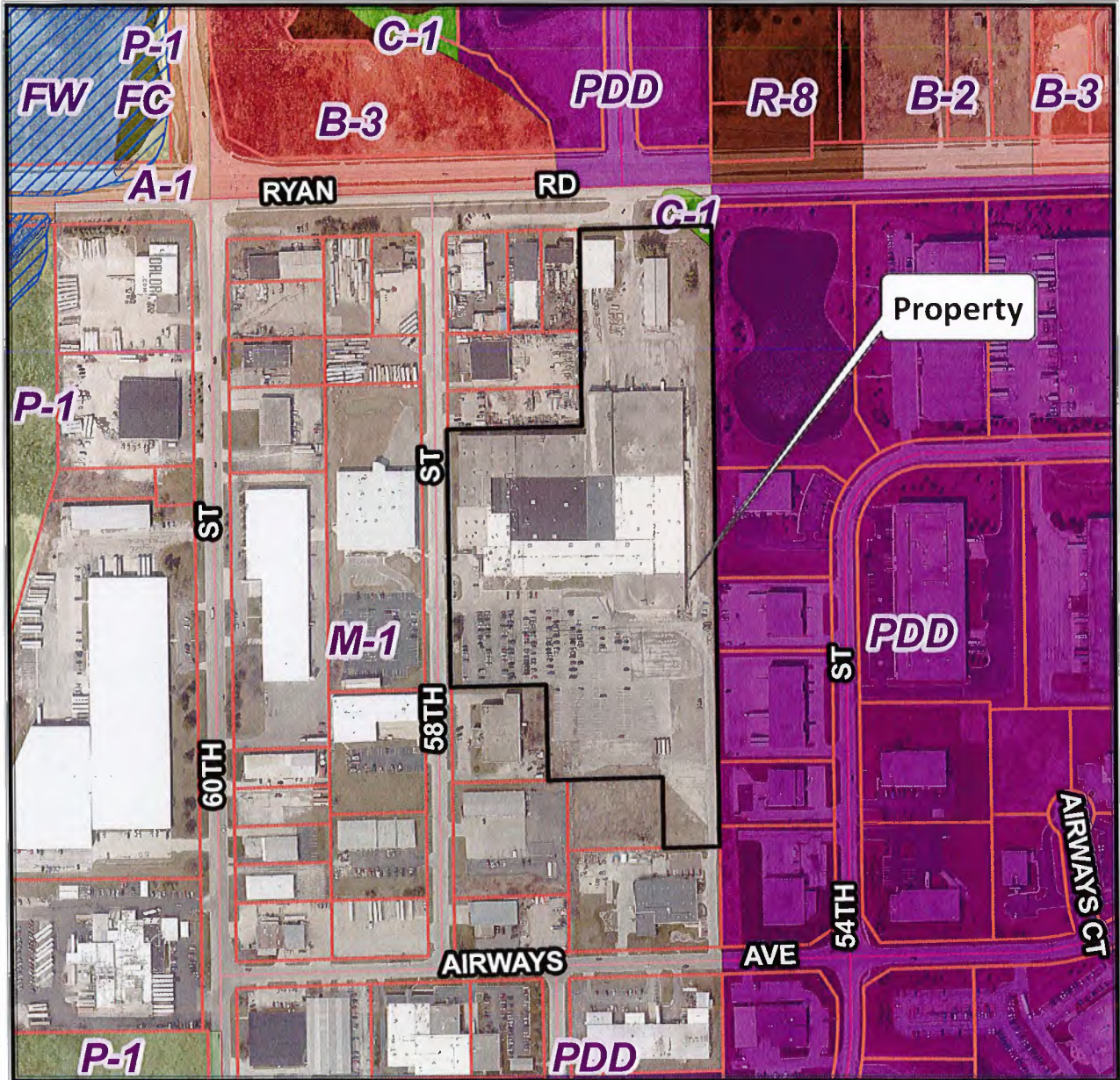
- 9600 S 58th St., Tax Key No. 899 9990 069 (19.2 acres or 834,870 Square Feet);
- 899 9990 023 (1.2 acres or 52,487 Square Feet); and
- 899 9990 024 (0.8 acres or 34,991 Square Feet)

All lots are zoned M-1 Limited Industrial District. The proposed lot configuration meets the requirements of the M-1 District development standards with respect to uses, lot size, and general building dimensions. Some buildings have nonconforming setbacks which will not be altered by this approval. The lot with TKN 899 9990 024 does not have a primary structure, so combining this parcel with the other lots will eliminate this nonconformity.

STAFF RECOMMENDATION

The Department of City Development staff recommends approval of the Land Combination Application for properties located at approximately 9600 S 58th St., bearing Tax Key Numbers 899 9990 069; 899 9990 023; and 899 9990 024, subject to the conditions in the draft resolutions.

9600 S. 58th Street



Planning Department
(414) 425-4024

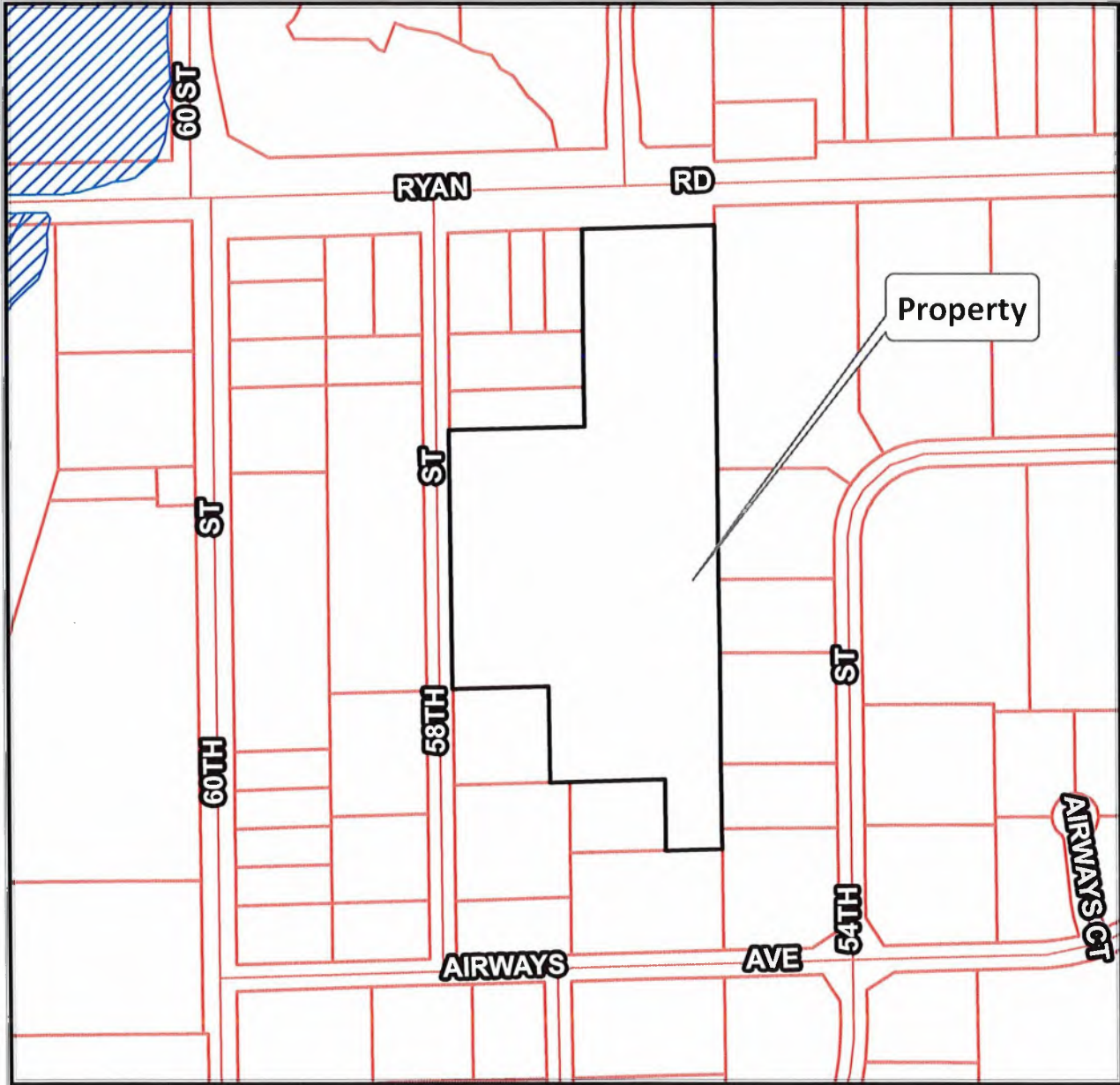
0 250 500 1,000 Feet



2021 Aerial Photo

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

9600 S. 58th Street



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.

Date: January 6, 2025
 To: Dan Knoblauch, Krones Inc.
 From: Department of City Development. Marion Ecks, AICP, Principal Planner.
 RE: Staff Comments, Krones Land Combination, 9600 S. 58th St. etc.

Please be advised that city staff has reviewed the above application received on December 17, 2024, for a proposed Krones Land Combination, 9600 S. 58th St. etc. The following comments are for your review and consideration.

Department of City Development

1. All lots to be combined are zoned M-1 Limited Industrial District, and subject to the Development Standards of that zoning. Future Land Use designation is Industrial.
2. Provide setback information for 1 Story Metal Building in northwest corner of Parcel A (Figure 1):
3. Include the following information (§15-9.0312) on the survey:
 - a. Zoning District
 - b. Future Land Use
 - c. Present use
 - d. Combined area in acres/square feet
4. Please furnish to the City a copy of the recorded land combination from the Register of Deeds when recording is complete.

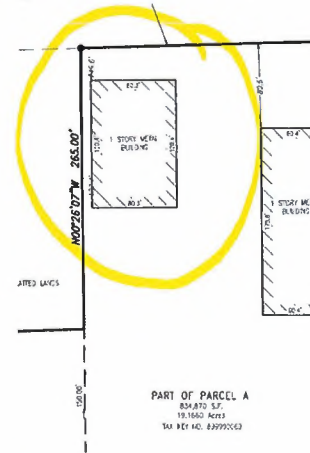


Figure 1 - Label setbacks

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



APPLICATION DATE: _____

STAMP DATE: _____ city use only

LAND DIVISION REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME: Dan Knoblauch		NAME:	
COMPANY: Krones Inc		COMPANY:	
MAILING ADDRESS: P.O.Box 321801		MAILING ADDRESS:	
CITY/STATE: Franklin / WI	ZIP: 53132	CITY/STATE:	ZIP:
PHONE: (414)409-4000		PHONE:	
EMAIL ADDRESS: dan.knoblauch@kronesusa.com		EMAIL ADDRESS:	

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 9600 S. 58th St. Franklin WI, 53132	TAX KEY NUMBER: 899-9990-007 899-9990-023, 899-9990-024 and 899-9990-069
PROPERTY OWNER: Krones Inc. / Holger Beckmann President & CEO	PHONE: 414-409-4024
MAILING ADDRESS: P.O.Box 321801	EMAIL ADDRESS: holger.beckmann@kronesusa.com
CITY/STATE: Franklin, WI	DATE OF COMPLETION: _____ office use only

APPLICATION TYPE

Please check the application type that you are applying for

- Affidavit of Correction (Plat)
 Certified Survey Map
 Condominium Plat
 Land Combination
 Right of Way Vacation
 Final Subdivision Plat
 Preliminary Subdivision Plat

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 land division approvals and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE: <i>H. Beckmann, Krones Inc.</i>	APPLICANT SIGNATURE: <i>D.K.</i>	DATE: <i>9/30/24</i>
NAME & TITLE: <i>Holger Beckmann, CEO</i>	NAME & TITLE: <i>Dan Knoblauch, VP of Mfg</i>	DATE: <i>10/1/24</i>
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE:	
NAME & TITLE:	NAME & TITLE:	DATE:

CITY OF FRANKLIN APPLICATION CHECKLIST

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

AFFIDAVIT OF CORRECTION 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 full size, drawn to scale copies of the Plat of Affidavit of Correction (See Section 59.43(2)(m) of the Wisconsin Statutes for Information that must be included on the correction instrument.
- Email or flash drive with all plans / submittal materials.
 - Applications for an Affidavit of Correction shall comply with Section 236.295 of the Wisconsin Statutes.

CERTIFIED SURVEY MAP APPLICATION MATERIALS

- \$75 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
 - One (1) map copy for Milwaukee County Review, prepared at 8 1/2" X 14" on durable white paper and must be clearly legible.
- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$1,500 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.
 - One (1) original and two (2) copies, prepared at 8 1/2" X 14" on durable white paper and must be clearly legible.
 - As may be required, three (3) copies of a Natural Resource Protection Plan and Report, see Division 15-9.0309D of the UDO.
 - If applicable, three (3) copies of a Landscape Plan for any buffer yard easement areas.
- If applicable, one (1) copy of the Site Intensity and Capacity Calculations, see Division 15-3.0500.
- Email or flash drive with all plans / submittal materials.
 - All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes.
 - Applicants are responsible for review copies for the county subject to Milwaukee County Requirements

CONDOMINIUM PLAT APPLICATION MATERIALS

- \$100 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds
- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$1,000 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) full size copies of the Condominium Plats/Plans, drawn to scale, on 14" X 22" paper, per s. 703.11 (2) (d) Wis. Stats.
- If applicable, Two (2) copies of the Declarations and By-Laws per UDO Section 15-7.0603A. For administrative review and approval.
- Email or flash drive with all plans / submittal materials.
 - Within 60 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Final Plat, unless the time is extended by agreement with the Subdivider.

LAND COMBINATION APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$400 Application fee payable to the City of Franklin.
- Word Document legal description of the subject property.
- Three (3) copies of a boundary survey of the parcels to be combined graphically showing the relationship to street access and to adjoining properties.
- Email or flash drive with all plans / submittal materials.
 - Review and consideration of Land Combination approvals shall be in accordance with Section 15-9.0312(B) of the Unified Development Ordinance.

PROJECT PROPERTY #2
PROPERTY ADDRESS: 9542 S 9600 S 58th Street, 9542 S 50th St Franklin WI 53132 Franklin, 53132
TAX KEY NUMBER: 899-9990-023, 899-9990-024 899-9990-025 & 899-9990-027 and 899-9990-069

RIGHT-OF-WAY VACATION 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) Plat of Survey of the area to be vacated, *drawn to scale at least 11" X 14"*.
- Email or flash drive with all plans / submittal materials.
 - Common Council will set a Public Hearing date, take final action, and record the document of approval with Milwaukee County Register of Deeds.

FINAL SUBDIVISION PLAT APPLICATION MATERIALS

- \$100 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds *[only applicable if Preliminary Plat was not submitted]*
- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$1,000 Application fee payable to the City of Franklin.
- Word Document legal description of the subject property.
- One (1) copy of the Department of Administration "Letter of Certification"
- Three (3) complete collated sets of application materials to include ...
 - Three (3) project narratives.
 - Three (3) full size copies of the Final Plat, *drawn to scale on 22" X 30" paper, per s. 236.25(2) (a) Wis. Stats. and Division 15-7.600 FINAL PLAT of the UDO.*
- Email or flash drive with all plans / submittal materials.
 - Within 60 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Final Plat, unless the time is extended by agreement with the Subdivider.

PRELIMINARY SUBDIVISION PLAT APPLICATION MATERIALS

- \$150 Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds.
- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$5,000 Application fee payable to the City of Franklin.
- Word Document legal description of the subject property.
- One (1) copy of the Department of Administration "Request for Land Subdivision Plat Review" and "WISDOT Subdivision Review Request" *if applicable. Per s. 236.12 (4m) Wis. Stats. The surveyor must submit copies of the plat directly to all approving agencies.*
- Three (3) complete collated sets of application materials to include ...
 - Three (3) project narratives.
 - Three (3) full size copies of the Preliminary Plat, *drawn to scale on 22" x 30" paper, per s. 236.25(2) (a) Wis. Stats.*
 - Three (3) full size copies of the Natural Resource Protection Plan [and report], *on 22" x 30" paper, per Division 15-7.0200 of the UDO, if applicable.*
 - Three (3) full size copies of the Landscape Plan, *on 22" x 30" paper for any landscape bufferyard easement areas per Division 15-7.0300 of the UDO.*
- 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.
 - Within 90 days of the date of complete filing, Common Council shall approve, conditionally approve, or reject the Plat, unless the time is extended by agreement with the Subdivider.

Said lands also described as:

Parcel 1 of Certified Survey Map No 5511 and Parcel 1 of Certified Survey Map No 6167 located in the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 26 , Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows. Commencing at the Northwest corner of said Northwest 1/4 of Section; thence North 88°20'31" East along said North line 964 60 feet to a point; thence South 00°26'07" East 110.02 feet to a point on the South line of W Ryan Road (S.T.H. 100) also being the beginning of the lands hereinafter described; thence North 88°20'31" East along said South line 347 06 feet to a point; thence South 00°30'49" East 514 98 feet to a point; thence South 00°32'13" East 1108.16 feet to a point; thence South 88°20'31" West 399.79 feet to a point; thence North 00°26'07" West 185 93 feet to a point; thence South 88°20'31" West 50 00 feet to a point; thence North 00°26'07" West 250.00 feet to a point; thence South 88°20'31" West 250.00 feet to a point on the East line of South 58th Street, thence North 00°25'49" West along said East line 922 27 feet to a point, thence North 88°20'31" East 349 99 feet to a point; thence North 00°26'07" West 265 00 feet to the point of beginning.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/04/2025
REPORTS AND RECOMMENDATIONS	A RESOLUTION TO APPROVE A 3 YEAR AGREEMENT WITH SOUTHEAST WISCONSIN CHAPTER OF PHEASANTS FOREVER FOR CONDUCTING PRESCRIBED FIRE TO MAINTAIN PLEASANT VIEW PARK PRAIRIE	D. 8.

BACKGROUND

Milwaukee Metropolitan Sewerage District (MMSD) purchased land in the early 2000s under their Greenseams® program. Greenseams® is an innovative flood management program that permanently protects key lands containing water-absorbing soils. In 2012 and 2015, MMSD transferred the properties to the City of Franklin. In 2003 and 2016, MMSD, with the United States Fish and Wildlife Department, completed restoration work of prairie seeding. During a site visit this past summer, a prairie ecosystem was observed and prescribed fire was recommended to enhance the existing prairie. Current management of the land has been occasional mowing with a flail mower to keep woody vegetation down. It is best management practices for this landscape to be maintained using prescribed fire. This will eliminate the need for city crews to mow the area besides required fire breaks.

ANALYSIS

MMSD still has a management interest in the property and, through research and discussions, it was determined that the best approach to managing the prairie ecosystem is to reintroduce fire. Prescribed fire controls many undesirable and invasive woody plants and herbaceous weeds, while stimulating desirable plants, and improving wildlife habitat. Prairie grasses and flowers develop deep roots and buds beneath the soil, enabling them to withstand the heat of a fire while shallow rooted invasive brush succumbs. Prairies need frequent fires to remove build-up of dead leaves and non-native plants, allowing prairie plants more nutrients and room to grow. Fire stimulates growth of grasses and wildflowers and prevents woody species to take over. MMSD recommended Southeast Wisconsin Chapter of Pheasants Forever to develop & execute a burn plan. Pheasants Forever has a trained/professional burn crew certified and insured in conducting prescribed burns. During a site visit, it was determined the site has 3 burn groups and 9 different burn units, and should be burned on a 3-year rotation.

- Group A= Units 1 through 4 burn spring of 2025
- Group B= Units 8 and 9 Spring 2026 cost shared with MMSD
- Group C= Units 5 through 7 Spring 2027

OPTIONS

- A. Pass a Resolution to direct Staff to sign a 3-year agreement with Southeast Wisconsin Chapter of Pheasants Forever.
- B. Elect to not sign 3-year agreement with Southeast Wisconsin Chapter of Pheasants Forever.

FISCAL NOTE

- 2025 Cost \$3,500
- 2026 Cost \$3,500 (shared with MMSD)
- 2027 Cost \$4,000

Funds will be covered through the Parks Maintenance Budget (01.0551.5247)

COUNCIL ACTION REQUESTED

(Option A) Motion to adopt Resolution No 2024 - _____, A RESOLUTION TO APPROVE A 3 YEAR AGREEMENT WITH SOUTHEAST WISCONSIN CHAPTER OF PHEASANTS FOREVER FOR CONDUCTING PRESCRIBED FIRE TO MAINTAIN PLEASANT VIEW PARK PRAIRIE.

DPW: TR

STATE OF WISCONSIN CITY OF FRANKLIN . MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION TO APPROVE A 3-YEAR AGREEMENT WITH SOUTHEAST WISCONSIN CHAPTER OF PHEASANTS FOREVER FOR CONDUCTING PRESCRIBED FIRE TO MAINTAIN PLEASANT VIEW PARK PRAIRIE

WHEREAS, the City of Franklin, Wisconsin, (FRANKLIN), acknowledges that a potentially restorable prairie exists on lands at Pleasant View Park

WHEREAS, FRANKLIN acknowledges that prescribed fire is a beneficial management practice in maintaining native prairie ecosystems, by encouraging native plant regeneration, and control of invasive woody species

WHEREAS, FRANKLIN requests a three-year maintenance agreement with Southeast Wisconsin Chapter of Pheasants Forever, to conduct said prescribed burns.

NOW, THEREFORE, BE IT RESOLVED, the Contractor, Southeast Wisconsin Chapter of Pheasants Forever, will comply with all local, state, and federal rules, regulations and ordinances relating to this project;

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2025, by Alderman _____

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2025

APPROVED

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

AGREEMENT

This AGREEMENT, is made and entered into this 2nd day of February, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Pheasants Forever, Inc (hereinafter "CONTRACTOR"), whose principal place of business is 1783 Buerke Cir, Saint Paul, MN 55110

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to implement a prescribed burn

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for a prescribed burn, as described in CONTRACTOR's proposal to CLIENT dated August 27, 2024, annexed hereto and incorporated herein as Attachment A
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$11,000, subject to the terms detailed below

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work
- B. Total price will not exceed budget of \$11,000. For services rendered, monthly invoices will include a report that clearly states the 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. Tom Riha 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, Clay Frazer CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

A General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
C Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>

D Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
E. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
F Professional Liability (Errors & Omissions)	\$2,000,000 single limit

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work as weather conditions allow and mutually agreed upon by CLIENT and CONTRACTOR having received a Notice to Proceed and Burn Authorization. Annually as of when weather conditions permit during Spring. If conditions don't allow in Spring a Fall burn may be allowed. Work shall be completed by 12/31/2027.

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 7 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 CONTRACTOR 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

PHEASANTS FOREVER, INC

BY _____

BY _____

PRINT NAME John R Nelson

PRINT NAME Clay Frazer

TITLE Mayor

TITLE Burn Boss

DATE _____

DATE _____

BY _____

PRINT NAME Danielle L Brown

TITLE Director of Finance and Treasurer

DATE _____

BY _____

PRINT NAME Shirley J Roberts

TITLE City Clerk

DATE _____

Approved as to form

Jesse A Wesolowski, City Attorney

DATE _____



January 21, 2025

Mr. Tom Riha, City Forester
Franklin City Hall
9229 W. Loomis Road
Franklin, WI. 53132

Re: Prescribed burn on MMSD conservation easement parcels

Dear Mr. Riha:

Thank you for reaching out regarding prescribed burning. I understand the City of Franklin wants to initiate a burn on a number of parcels over which the Milwaukee Metropolitan Sewerage District (District) maintains a conservation easement. These parcels are generally identified as Victory Creek (70 acres), St. Nikola (17 acres), Leung (9 acres), and Dilworth (8 acres). You have asked for the District's opinion as to whether the proposed burn would otherwise conflict with the District's rights under the conservation easements.

After consultation with Legal, I can confirm that the prescribed burn is permitted under the terms of the District's conservation easements. The easements generally prohibit "...any activity on or use of the Property inconsistent with the Conservation Purposes of this Conservation Easement..." The easement also allows for the "disturbance of trees or other vegetation" in order to manage the property. A prescribed burn does not interfere with the parcels' ability to hold stormwater, the primary purpose for the District's conservation easement. Moreover, we agree the burn is necessary to maintain a healthy native, vegetative corridor that contributes to floodwater and stormwater management.

Please move forward with the prescribed burn, and do not hesitate to contact me with any questions or concerns.

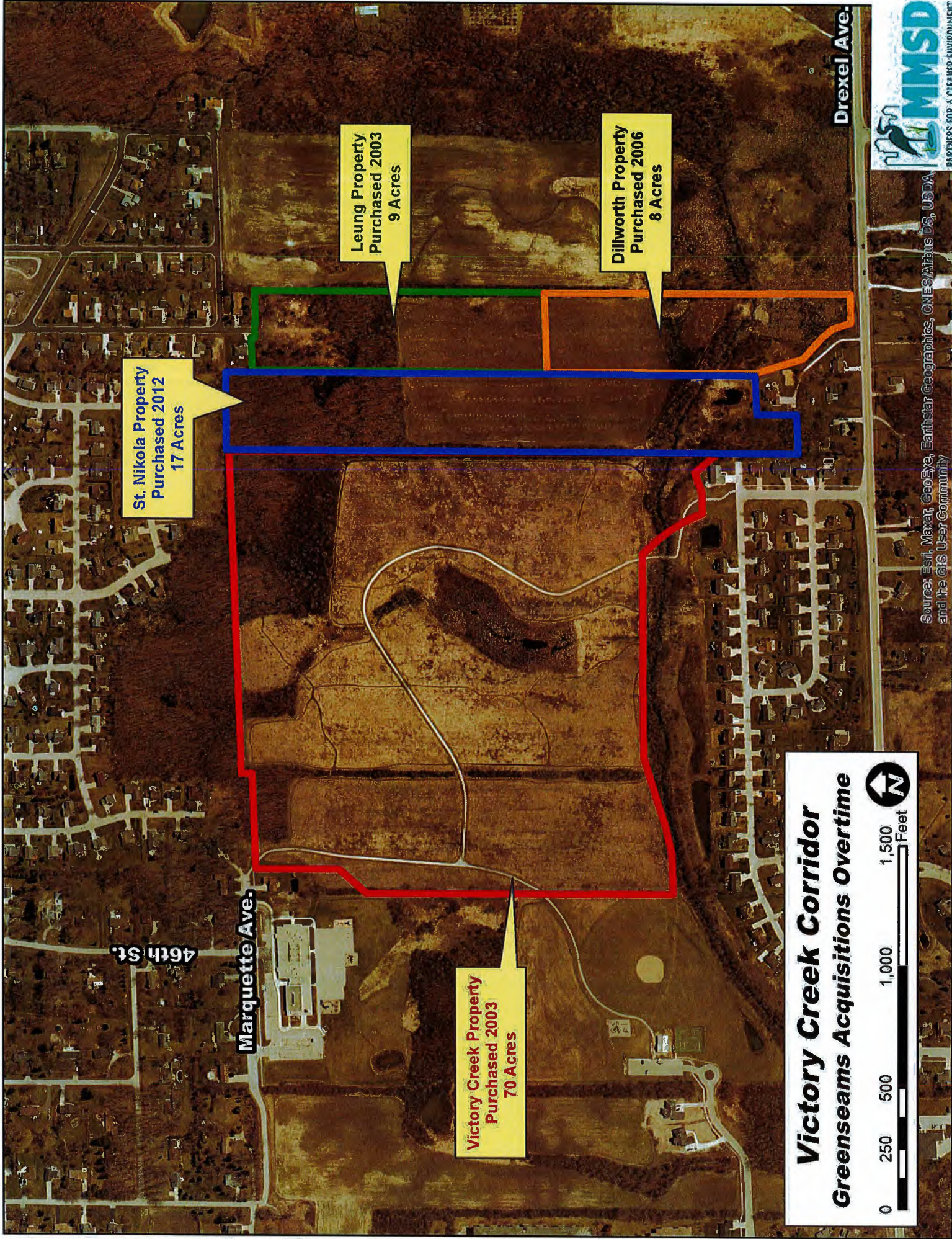
Sincerely,

Kristin Schultheis
Senior Project Planner

Milwaukee Metropolitan Sewerage District

260 W. Seebohn Street, Milwaukee, WI 53204-1446

414-272-5100 www.mmsd.com 



46th St.

Marquette Ave.

Drexel Ave.

St. Nikola Property
Purchased 2012
17 Acres

Leung Property
Purchased 2003
9 Acres

Dillworth Property
Purchased 2006
8 Acres

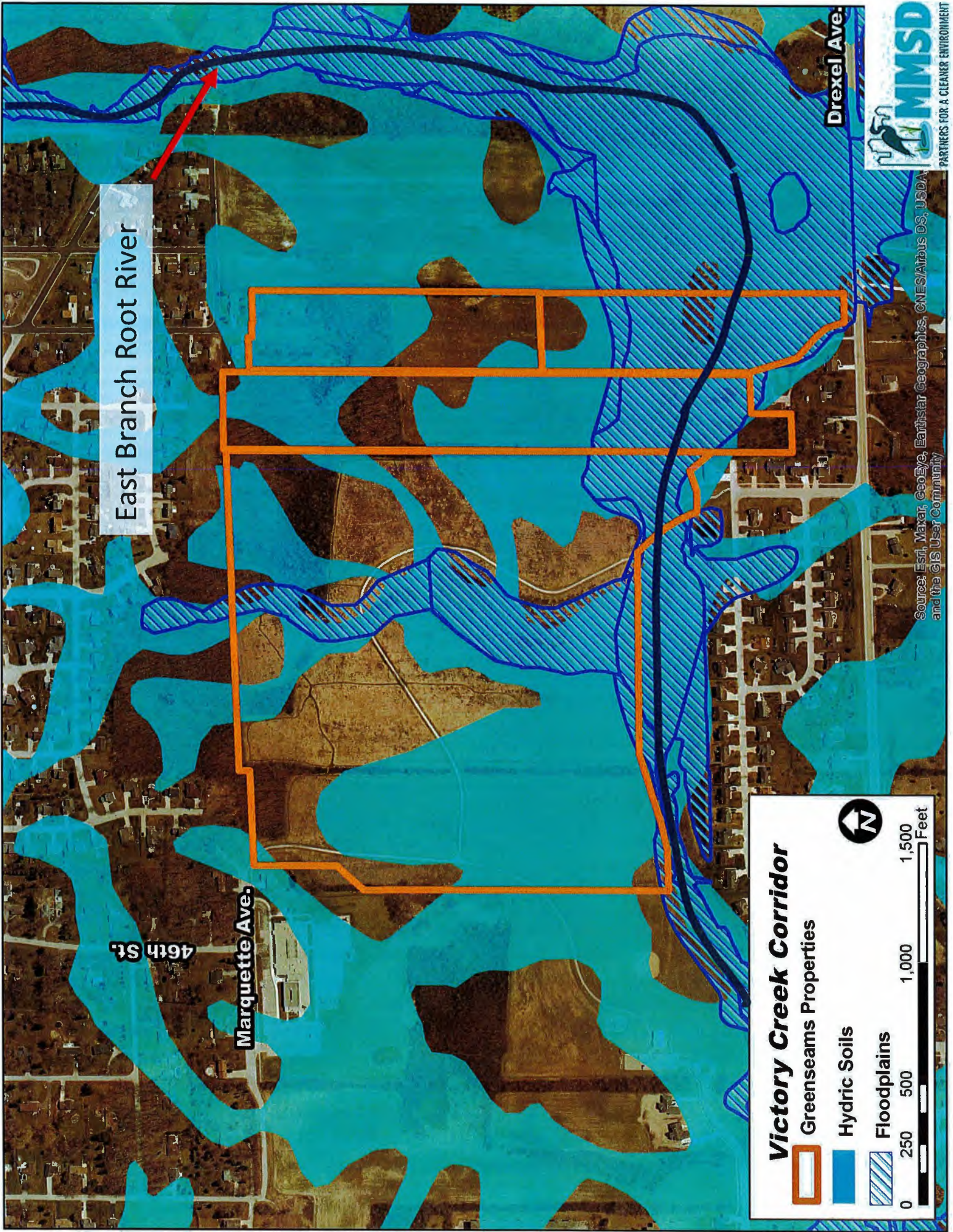
Victory Creek Property
Purchased 2003
70 Acres

Victory Creek Corridor
Greenseams Acquisitions Overtime

0 250 500 1,000 1,500 Feet

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA and the GIS User Community





East Branch Root River

46th St.

Marquette Ave.

Drexel Ave.

Victory Creek Corridor

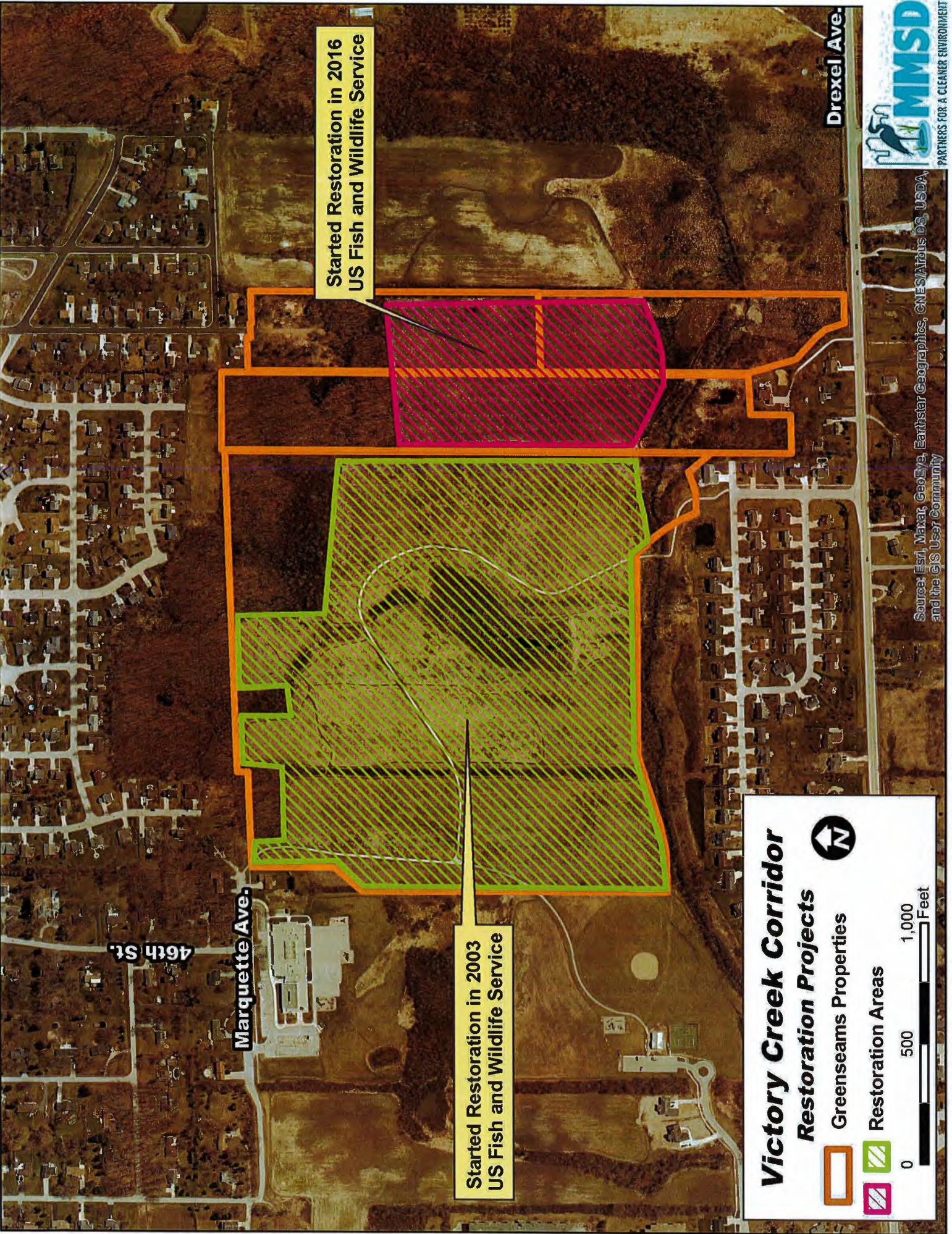
Greenseams Properties

Hydric Soils

Floodplains





Source: Estl, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA and the GIS User Community




Started Restoration in 2016
US Fish and Wildlife Service

Started Restoration in 2003
US Fish and Wildlife Service

Victory Creek Corridor
Restoration Projects

-  Greensams Properties
-  Restoration Areas

0 500 1,000 Feet



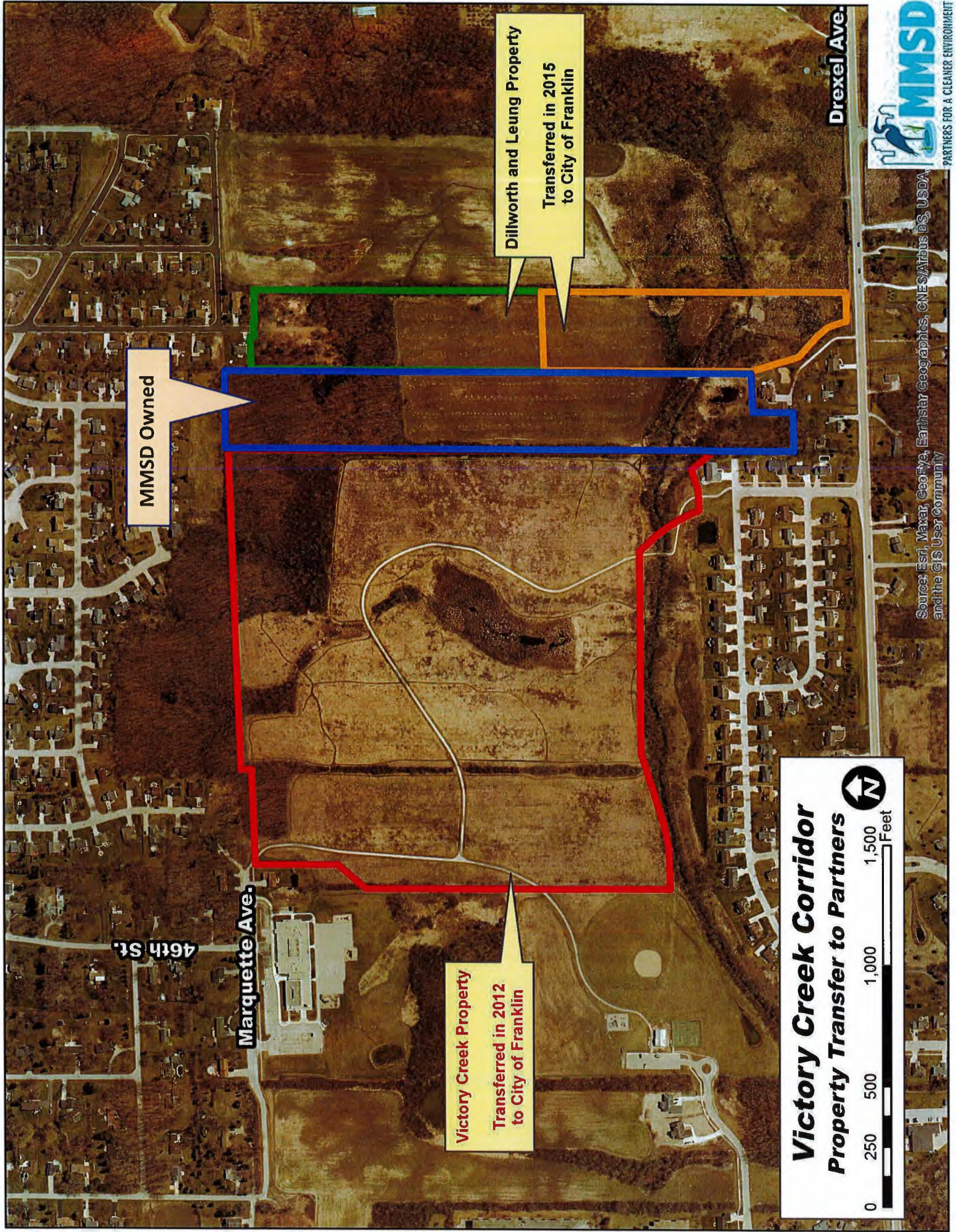
Drexel Ave.

Marquette Ave.

46th St.

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, and the GIS User Community






MMSD Owned

Dillworth and Leung Property
Transferred in 2015
to City of Franklin

Victory Creek Property
Transferred in 2012
to City of Franklin

Victory Creek Corridor
Property Transfer to Partners

0 250 500 1,000 1,500 Feet



Drexel Ave

46th St

Marquette Ave



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, and the GIS User Community

Tom Riha, City Forester
City of Franklin
7979 W Ryan Road
Franklin, WI 53132

Re: Pleasant View Park Prescribed Burn

Dear Mr Riha,

The Southeast Wisconsin Chapter of Pheasants Forever is pleased to present this proposal to work with you and the City of Franklin on the maintenance of the Pleasant View Park prairies. This proposal once signed will establish an agreement for the application of prescribed fire needed to maintain the beautiful prairies of Pleasant View Park. This proposal includes a Scope of Services, Schedule, Fees and Special Conditions.

Scope of Services:

Southeast Wisconsin Chapter of Pheasants Forever will apply prescribed fire on the nine units of the park, as seen on the attached map. The burns will be further broken down into a three year cycle for the nine units grouped as follows:

A Group = Units 1 through 4

B Group = Units 8 and 9

C Group = Units 5 through 7

For each Group a prescribed burn plan will be prepared, per Wisconsin Prescribed Fire Council standards. In accordance with the prescribed burn management plans we will:

- Acquire permission or permits from the appropriate local government agencies and notify appropriate emergency personnel.
- Conduct the controlled burns with appropriate wind speeds, humidity and temperatures per the burn plan.
- The burn crew will be lead by a burn boss with prescribed fire management credentials.
- Crew will be supplied with personal protective equipment as well as site equipment such as ATV's water tanks and sprayers, drip torches and various hand tools needed for the successful completion of the work.
- Crews will extinguish all burned material to ensure no burning material remains on-site prior to the crew leaving the site.

Schedule:

The burn management plan will be prepared in advance of the actual site work. The burn site work will be addressed on a three year cycle as follows:

Group A – fall of 2024 or spring of 2025

Group B – fall of 2025 or spring of 2026

Group C – fall of 2026 or spring of 2027

All schedules may vary due to weather conditions.

Fees:

Work will be invoiced on a Lump Sum basis per Group completed. The lump sum fees per Group are:

Group A – \$3,500

Group B – \$3,500

Group C – \$4,000

Work to be invoiced upon completion of each Group burn.

Special Conditions:

The agreement is established with a three year contract cost reduction. This agreement is not to be divided or parsed out without revisions to the agreement including fees.

The City of Franklin will maintain all firebreaks with minimal thatch left in the breaks. Since firebreaks are critical to the project, firebreaks must meet the firebreak standards indicated on the attached document.

The City of Franklin will notify residential and other impacted parties of the impending work including smoke implications. This will include signage at and around the park as well as direct or mail notices as necessary prior to and on the day of the burn.

Crews will not be held responsible for mud, rutting or other conditions of the work effort.

A Certificate of Insurance will be available each year upon request.

This proposal is valid for 30 days of submittal.

All invoices are to be paid within 30 days of the date sent.

Please let me know if you have any questions, comments or concerns.

If this proposal is acceptable to the City of Franklin, please sign below as the City's authorized representative.

Sincerely,

Patrick T. Zimmer
Southeast Wisconsin Chapter
Pheasants Forever

Signature: _____

Date: _____

Authorized by (print name): _____

Title: _____

City of Franklin



- **Well-Equipped, Fully-Insured, Experienced Burn Crew**
- **Burn Boss, Crew Bosses, and core crew members are NWCG Certified**
- **Service includes: fire break installation/inspection, drafting and submittal of burn plan, and burn permit acquisition (if applicable), burn execution and mop-up**
- **Reasonable Rates**
- **Woodlands, Grasslands, Wetlands**
- **Call 608-416-3400 to schedule a consultation and receive a price quote.**
- **Roster fills quickly – Call Today!**

BLANK PAGE

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 2/4/2025</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION TO APPROVE ADDENDUM NO. 1 IN THE AMOUNT OF \$2,500- \$3,000 TO FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.</p>	<p style="text-align: center;">ITEM NUMBER A.9.</p>

BACKGROUND

The City adopted Resolution 2024-8116 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. 80th Street, S. 76th Street, and W. Ryan Road for \$85,000.

Foth Infrastructure and Environment, LLC is submitting Addendum No. 1 to cover the extra work to revise the original sewer design and prepare plan/bid documents for the proposed sewer on the southeast corner of the DPW site in order to include this work with the new building bid last spring. The original design contract of \$85,000 covered the fees associated with only one set of plan/bid documents. The additional sewer design was eventually deleted from the building contract.

FISCAL NOTE

The project is intended to be funded by ARPA (American Rescue Plan Act) funds.

RECOMMENDATION

Staff recommends that the Council approve Addendum No. 1 in the amount of \$2,500-\$3,000 to Foth Infrastructure and Environment, LLC.

COUNCIL ACTION REQUESTED

(Optional) Motion to adopt Resolution No. 2025 - _____, a resolution to approve Addendum No. 1 in the amount of \$2,500-\$3,000 to Foth Infrastructure and Environment, LLC.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025- _____

A RESOLUTION TO APPROVE ADDENDUM NO. 1 IN THE AMOUNT OF \$2,500-
\$3,000 TO FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

WHEREAS, The City adopted Resolution 2024-8116 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. 80th Street, S. 76th Street, and W. Ryan Road for \$85,000, and

WHEREAS, the addendum amount covers the extra work to revise the original sewer design and prepare plan/bid documents to the proposed sewer on the southeast corner of the DPW site in order to include this work with the new building bid last spring; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to approve addendum No. 1 in the amount of \$2,500-\$3,000 to Foth Infrastructure and Environment, LLC.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



Project Title: DPW Campus Utilities FOTH Project Number: 24F007.02
CLIENT Project Number: _____
(If applicable)

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **March 25, 2024**, (hereinafter "Addendum"), is made and entered into **23rd** day of **May, 2024** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **CITY OF FRANKLIN** (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Franklin
Address: 9229 W Loomis Road, Franklin, Wisc. 53132
Phone No: 414-425-7510 Email Address: GMorrow@FranklinWi.gov

Scope of Services: Client hereby agrees to retain Consultant to prepare a Phase 1 Sanitary sewer plan and prepare and submit agency approval applications. The Phase 1 plan will be added to the DPW building construction project due to scheduling constraints.

Schedule: Services shall be performed according to the following schedule:
Work to start immediately due to the building bid schedule.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:
 Lump-Sum in the amount of \$ _____ .00
 Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$2,500.00 to \$3,000.00.
 Unit Cost/Time Charges (Standard Rates) for a total amount estimated at \$0.00
 Other as stated here:

Special Conditions (if any):

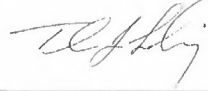
Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

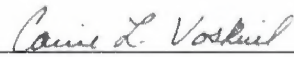
IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

City of Franklin

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed: _____
Name (printed): _____
Title: _____
Date: _____

Signed: 
Name (printed): Thomas J. Ludwig PE
Title: State Operations Director
Date: 5/22/2024

Signed: 
Name (printed): Carrie L Voskuil
Title: Senior Contracts Manager
Date: 5/22/2024

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 2/4/2025</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Consideration of an Initial Resolution Regarding Industrial Development Revenue Bond Financing for Gebruder Peter LLC Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.</p>	<p style="text-align: center;">ITEM NUMBER M.10.</p>

BACKGROUND

The request before the Council is to approve an Initial Resolution with respect to the issuance of Industrial Revenue Bonds for Gebruder Peter LLC. Industrial Revenue Bonds (IRBs) are designed to help Wisconsin municipalities support industrial development through the sale of tax-exempt bonds. IRBs can be used to stimulate capital investments and job creation by providing private borrowers with access to financing at interest rates that are typically lower than conventional bank loans. Effectively, the borrower utilizes the City’s credit rating and the tax exempt nature of the bonds in order to obtain financing at lower interest rates than they might be get on the market. However, the Bonds do not represent a general obligation of the City, and the borrower bears the risks and responsibilities.

In this case, the Borrower’s project consists of financing the (i) acquisition of land located at 9846 South 60th Street in the City of Franklin, Wisconsin (the “Project Site”), (ii) acquisition and rehabilitation of an existing approximately 55,700 square foot facility located at the Project Site (the “Facility”) to be owned by the Borrower and operated by JAX Inc., a Wisconsin corporation, which manufactures aerosol products, (iii) acquisition and installation of equipment at the Facility, and (iv) payment of certain professional costs and costs of issuance (collectively, the “Project”). A representative of the project team will attend the meeting to answer questions regarding the Project and provide job estimate information to the Common Council. Additional information can be found on the attached Summary sheet.

ANALYSIS

The key point to remember is that the City will be considering, from a policy standpoint, whether to encourage the location of the Project in the City. By issuing the bonds, the City will give the Borrower an interest rate benefit because the bonds will be tax-exempt in the hands of the Purchaser. It must be emphasized that the City will not be liable in any way on the bonds; the bonds are special, limited obligations of the City. Given the low risk to the City and the creation of additional tax base and jobs within the City, the Initial Resolution should be approved.

COUNCIL ACTION REQUESTED

A motion to approve an Initial Resolution Regarding Industrial Development Revenue Bond Financing for Gebruder Peter LLC Project, or such other action as the Common Council deems appropriate.

RESOLUTION NO 2025 - _____

INITIAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND
FINANCING FOR GEBRUDER PETER LLC PROJECT

WHEREAS, Section 66 1103 of the Wisconsin Statutes (the "Act") authorizes the City of Franklin, Wisconsin (the "Issuer"), to authorize the issuance and sale of bonds by the Issuer to construct, equip, re-equip, acquire by gift, lease or purchase, install, reconstruct, rebuild, rehabilitate, improve, supplement, replace, maintain, repair, enlarge, extend or remodel industrial projects; and

WHEREAS, Gebruder Peter LLC, a Wisconsin limited liability company, and/or a related entity, and/or a limited liability entity to be formed (collectively, the "Borrower"), desires to complete a project to be owned by the Borrower consisting of financing the (i) acquisition of land located at 9846 South 60th Street in the City of Franklin, Wisconsin (the "Project Site"), (ii) acquisition and rehabilitation of an existing approximately 55,700 square foot facility located at the Project Site (the "Facility") to be owned by the Borrower and operated by JAX Inc., a Wisconsin corporation, which manufactures aerosol products, (iii) acquisition and installation of equipment at the Facility, and (iv) payment of certain professional costs and costs of issuance (collectively, the "Project"), all of which would contribute to the well-being of the City of Franklin, Wisconsin; and

WHEREAS, the cost of the Project is presently estimated to be \$3,600,000, and the amount proposed to be financed with one or more issues or series of tax-exempt and/or taxable industrial development revenue bonds (the "Bonds") issued under the Act does not exceed \$3,600,000; and

WHEREAS, it is the public interest of the Issuer to promote, attract, stimulate, rehabilitate and revitalize commerce, industry and manufacturing, to promote the betterment of the economy of the Issuer; and

WHEREAS, the Borrower has requested that the Issuer now approve an initial resolution (the "Initial Resolution") providing for the financing of the Project in an amount not to exceed \$3,600,000; and

WHEREAS, the Issuer is a municipality organized and existing under and pursuant to the laws of the State of Wisconsin, and is authorized to enter into revenue agreements with eligible participants with respect to the Project whereby eligible participants agree to cause said Project to be constructed and to pay the Issuer an amount of funds sufficient to provide for the prompt payment when due of the principal and interest on said industrial development revenue bonds.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Franklin, Wisconsin, as follows

1 Based upon representations of the Borrower, it is the finding and determination of the Common Council that the Project is a qualified “project” within the meaning of the Act and that the Borrower is an “eligible participant” within the meaning of the Act. The Issuer shall:

(a) Finance the Project in an amount not to exceed \$3,600,000; and

(b) Issue industrial development revenue bonds in one or more series of tax-exempt and/or taxable bonds (the “Bond(s)”), in an amount not to exceed \$3,600,000 in order to finance costs of the Project.

2. The aforesaid plan of financing contemplates, and is conditioned upon, the following:

(a) The Bonds shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation;

(b) The Bonds shall not constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers,

(c) The Project shall be subject to property taxation in the same amount and to the same extent as though the Project were not financed with industrial development revenue bonds,

(d) The Borrower shall find a purchaser for all of the Bonds;

(e) The City’s out-of-pocket costs, including but not limited to legal fees and trustee’s fees, in connection with the issuance and sale of the Bonds shall be paid by the Borrower, and

(f) A notice of public hearing required by federal law for purposes of Section 147(f) of the Internal Revenue Code, as amended, shall be published in a newspaper of general circulation in the City of Franklin and a public hearing shall be held to provide interested individuals or parties the opportunity to testify as to the Project and the issuance of the Bonds.

3. The aforesaid plan of financing shall not be legally binding upon the Issuer nor be finally implemented unless and until.

(a) The details and mechanics of the same are authorized and approved by a further resolution of the Common Council which shall be solely within the discretion of the Common Council;

(b) The City Clerk shall cause notice of adoption of this Initial Resolution, in the form attached hereto as Exhibit A, to be published once in a newspaper of general circulation in the City of Franklin, and the electors of the City of Franklin shall have been given the opportunity to petition for a referendum on the matter of the aforesaid Bond issue, all as required by law;

(c) Either no such petition shall be timely filed or such petition shall have been filed and said referendum shall have approved the Bond issue,

(d) The City Clerk shall have received an employment impact estimate issued under Section 238.11 of the Wisconsin Statutes,

(e) All documents required to consummate the financing have been duly authorized and delivered, and

(f) The Issuer and the Borrower have resolved all land use and special use issues with respect to the affected property and the Project.

4 Pursuant to the Act, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

5 The City Clerk is directed, following adoption of this Initial Resolution (i) to publish notice of such adoption not less than one time in the official newspaper of the City of Franklin, Wisconsin, such notice to be in substantially the form attached hereto as Exhibit A and (ii) to file a copy of this Initial Resolution, together with a statement indicating the date the Notice to Electors was published, with the Wisconsin Economic Development Corporation within twenty (20) days following the date of publication of such notice.

6. This Initial Resolution is an "initial resolution" within the meaning of the Act and official action toward issuance of the Bonds for purposes of Sections 103 and 144 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Furthermore, it is the reasonable expectation of the Issuer that proceeds of the Bonds may be used to reimburse expenditures made on the Project prior to the issuance of the Bonds. The maximum principal amount of debt expected to be issued for the Project on the date hereof is \$3,600,000. This statement of official intent is made pursuant to Treasury Regulations §1.150-2.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin, Wisconsin this 4th day of February, 2025.

APPROVED.

John Nelson, Mayor

ATTEST

Shirley Roberts, City Clerk

EXHIBIT A

NOTICE TO ELECTORS OF THE CITY OF FRANKLIN, WISCONSIN

TAKE NOTICE that the Common Council of the City of Franklin, Wisconsin (the "Issuer"), at a regular meeting held at City Hall, 9229 West Loomis Road, Franklin, Wisconsin, on February 4, 2025, adopted an Initial Resolution pursuant to Section 66.1103 of the Wisconsin Statutes, as amended, expressing the intention to issue not to exceed \$3,600,000 of industrial development revenue bonds of the Issuer (the "Bonds") on behalf of Gebruder Peter LLC, a Wisconsin limited liability company, and/or a related entity, and/or a limited liability entity to be formed (collectively, the "Borrower") The Borrower desires to complete a project consisting of financing the (i) acquisition of land located at 9846 South 60th Street in the City of Franklin, Wisconsin (the "Project Site"), (ii) acquisition and rehabilitation of an existing approximately 55,700 square foot facility located at the Project Site (the "Facility") to be owned by the Borrower and operated by JAX Inc , a Wisconsin corporation, which manufactures aerosol products, (iii) acquisition and installation of equipment at the Facility, and (iv) payment of certain professional costs and costs of issuance (collectively, the "Project"). The Borrower has represented that the net number of full-time equivalent jobs which the Project is expected to create on the Project site within three years is 2

Pursuant to the terms of Section 66 1103 of the Wisconsin Statutes, all requirements that the Project be subject to the contracting requirements contained in Section 66 1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, NOR SHALL THE BONDS GIVE RISE TO ANY PECUNIARY LIABILITY OF THE ISSUER, NOR SHALL THE BONDS BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER. RATHER, THE BONDS SHALL BE PAYABLE SOLELY FROM THE REVENUES AND OTHER AMOUNTS TO BE DERIVED PURSUANT TO THE REVENUE AGREEMENT RELATING TO SAID PROJECT TO BE ENTERED INTO BETWEEN THE ISSUER AND THE BORROWER

The Initial Resolution may be inspected in the office of the City Clerk at 9229 West Loomis Road, Franklin, Wisconsin, during business hours.

TAKE FURTHER NOTICE THAT THE ELECTORS OF THE CITY OF FRANKLIN MAY PETITION FOR A REFERENDUM ON THE QUESTION OF THE BOND ISSUE. Unless within thirty (30) days from the date of the publication of this Notice a petition signed by not less than five percent (5%) of the registered electors of the City of Franklin is filed with the City Clerk requesting a referendum on the question of the issuance of the Bonds, the Issuer will issue the Bonds without submitting the proposition for the electors' approval. If such petition is filed as aforesaid, then the Bonds shall not be issued until approved by a majority of the electors of the City of Franklin voting thereon at a general or special election.

Shirley Roberts, City Clerk
City of Franklin, Wisconsin

CERTIFICATION BY CITY CLERK

I, Shirley Roberts, duly sworn, hereby certify that I am the duly qualified and acting City Clerk of the City of Franklin, Wisconsin (the "City"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No _____ entitled INITIAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR GEBRUDER PETER LLC PROJECT.

I hereby further certify as follows

1. Said Initial Resolution was considered for adoption by the Common Council at a meeting held at City Hall, 9229 West Loomis Road, Franklin, Wisconsin, at ____ p.m. on February 4, 2025. Said meeting was a regular meeting of the Common Council and was held in open session

2. Said Initial Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the City.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following members were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following members were absent

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Initial Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion and after all members who desired to do so had expressed their views for or against said Initial Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows.

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAINED.

_____	_____
_____	_____

Whereupon the meeting chairperson declared said Initial Resolution adopted, and I so recorded it

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on this 4th day of February, 2025

[SEAL]

Shirley Roberts, City Clerk

HUSCH BLACKWELL

Lynda R. Templen
Senior Counsel

511 North Broadway, Suite 1100
Milwaukee, WI 53202
Direct 414-978-5505
Fax 414-223-5000
Lynda.Templen@huschblackwell.com

January 24, 2025

Shirley Roberts, City Clerk
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Steve Sabatke, Financial Underwriter
Wisconsin Economic Development Corporation
2352 South Park Street, Suite 303
Madison, WI 53713

**RE: Not to Exceed \$3,600,000 City of Franklin, Wisconsin
Industrial Development Revenue Bonds, Series 2025
(Gebruder Peter LLC Project)**

Greetings:

We understand that in the near future, the Common Council of the City of Franklin, Wisconsin (the "City"), will take action on an Initial Resolution for industrial development revenue bond financing under Section 66.1103 of the Wisconsin Statutes on behalf of Gebruder Peter LLC, a Wisconsin limited liability company, and/or a related entity, and/or a limited liability entity to be formed.

Section 66.1103 of the Wisconsin Statutes requires that prior to the adoption of the Initial Resolution, a document containing a good faith estimate of the legal fees which will be paid from the bond proceeds must be filed with the City Clerk of the City and with the Wisconsin Economic Development Corporation. This letter is that document.

Estimating legal fees at this stage in the proceedings is difficult because many of the most significant factual matters which may affect legal costs are not known in detail at this time. The size and structure of the bond issue have not been finalized. These and other matters normally are negotiated and determined after the Initial Resolution is adopted. As a result, the scope and amount of work which the various parties may choose to refer to their lawyers can vary considerably as the economic aspects of the financing develop.

The relationship of these variables to an estimate of aggregate legal fees is evident from the principles which lawyers apply in charging fees for their services. Fees for services rendered by any Wisconsin lawyer should be consistent with, and grounded upon, the Rules of Professional Conduct for Attorneys of the American Bar Association, as currently enforced in Wisconsin. Those rules set forth the following basic guidelines:

A lawyer's fee shall be reasonable. Factors to be considered as guides in determining the reasonableness of a fee include the following:

- (1) The time and labor required, the novelty and the difficulty of the questions involved, and the skill requisite to perform the legal service properly.
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer.
- (3) The fee customarily charged in the locality for similar legal services.
- (4) The amount involved and the results obtained.
- (5) The time limitations imposed by the client or by the circumstances.
- (6) The nature and length of the professional relationship with the client.
- (7) The experience, reputation and ability of the lawyer or lawyers performing the services.
- (8) Whether the fee is fixed or contingent.

The maximum principal amount of the bonds will not exceed \$3,600,000.

The following is a good faith estimate of the legal fees which will be paid from the proceeds of the bonds with respect to this financing:

COUNSEL

FEE ESTIMATE

Bond Counsel

\$39,100 plus disbursements*

Counsel to the Eligible Participant

It is unknown whether the legal fees and disbursements of such counsel will be paid from the proceeds of the bonds.

Attorneys who have not yet been identified who may be involved in the transaction, including, without limitation, counsel to any Trustee involved, any real estate counsel involved, and any counsel to the initial bond purchaser(s)

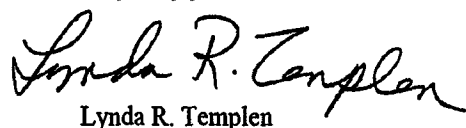
It is unknown whether the legal fees and disbursements of such counsel will be paid from the proceeds of the bonds.

The actual fee charged by each of the lawyers acting in this matter may vary considerably from the estimates provided above. Without purporting to be exhaustive, the following are reasons why actual fees may be higher or lower than the estimate: (i) assumptions regarding the size, structure, complexity and timing of the bond financing may change; (ii) clients may alter the scope of their lawyers' engagement; (iii) parties may require legal opinions or legal advice beyond that normally requested in similar financings; and (iv) unforeseen legal problems may arise.

We are writing and filing this letter to comply with the requirements of Section 66.1103 of the Wisconsin Statutes. To the extent that we have estimated attorneys' fees other than our own, we did so on the basis of prior experience and information available to us at the time of writing this letter.

Please complete and return the receipt below by email. Thank you.

Very truly yours,


Lynda R. Templen

*Estimate only, based on par.

The undersigned acknowledge receipt of the foregoing this 31st day of January, 2025.

**WISCONSIN ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Steven Sabatke, Financial Underwriter

CITY OF FRANKLIN, WISCONSIN

By: Shirley J. Roberts
Shirley Roberts, City Clerk

Notice of Intent to Obtain a Municipal Industrial Revenue Bond

Section 66.1103 (4m) (a) 1 of the Wisconsin Statutes requires the person or business who intends to obtain an industrial revenue bond issue from a Wisconsin municipality to notify this intention to the Wisconsin Economic Development Corporation and to any collective bargaining agent in the state with whom the person or business has a collective bargaining agreement. This notification must occur at least 30 days prior to entering into the revenue agreement or signing the loan contract. The person or business must provide information on the number of full-time jobs that are expected to be eliminated, created, or maintained at the project site and elsewhere in Wisconsin as a result of the project which is the subject of this notice. The person or business named below hereby gives notice of intent to obtain an Industrial Revenue Bond pursuant to s. 66.1103 of the Wisconsin Statutes.

I. Project

A. Person: Evan Gillen
 Business: Gebruder Peter LLC
 Address: N59 W13330 Manhardt Drive
 Post Office/ZIP: Menomonee Falls, WI 53051

B. Project site: City of Franklin, Wisconsin
 (Name of city, village or town in which the project is located)

C. Project type: Expansion at Present Location Relocation Within Same Municipality
 Relocation From Within State Relocation from Out-of-State New Business
 Branch-Wisconsin Operation Branch-Out-of-State Operation _____

D. Maximum amount of IRB financing: \$3,600,000


II. Employment Estimates (to result within the next 3 years)

Number of Full-Time Jobs	Before Project	To Be Maintained	To Be Created	To Be Eliminated	Net Total Number of Jobs
A. <u>At the Project Site</u>	8	8	2	-0-	10
B. <u>At All Other Wisconsin Operations</u>	70	70	0	-0-	70
C. <u>Net Totals</u>	78	78	2	-0-	80

D. Will any jobs transfer from one or more locations to the project site? Yes No

Number of jobs to transfer: N/A

Location(s) the jobs will transfer from: (municipality) N/A

 Evan Gillen 1/24/2025
 Signed/Person completing this form Name Date
(262) 844-0412
 Telephone Number

CERTIFICATE OF GEBRUDER PETER LLC

Gebruder Peter LLC, a Wisconsin limited liability company, and/or a related entity, and/or an entity to be formed (the "Borrower"), has requested that the Common Council of the City of Franklin, Wisconsin consider an "Initial Resolution Regarding Industrial Development Revenue Bond Financing for Gebruder Peter LLC Project" on or about February 4, 2025, for the purpose of financing a project located in the City of Franklin with industrial development revenue bonds in an amount not to exceed \$3,600,000.


The Borrower's project consists of the (i) acquisition of land located at 9846 South 60th Street in the City of Franklin, Wisconsin (the "Project Site"), (ii) acquisition and rehabilitation of an existing approximately 55,700 square foot facility located at the Project Site (the "Facility") to be owned by the Borrower and operated by JAX Inc., a Wisconsin corporation, which manufactures aerosol products, (iii) acquisition and installation of equipment at the Facility, and (iv) payment of certain professional costs and costs of issuance (collectively, the "Project"). This certificate is delivered in connection with the Borrower's request for the City of Franklin to issue conduit industrial development revenue bonds pursuant to Section 66.1103 of the Wisconsin Statutes in an amount not exceed \$3,600,000, on behalf of the Borrower to finance the Project.

The undersigned hereby certifies, represents, and warrants to the City of Franklin as follows:

1. The undersigned is familiar with the Borrower's affairs, properties and records, and in particular, with the Project and the conduit bond financing request to which this certificate relates.
2. The Borrower represents that it is able to negotiate satisfactory arrangements for completing the Project and that the interests of the City of Franklin are not prejudiced thereby.

Dated: January 24, 2025.

GEBRUDER PETER LLC

By: 
Name: EVAN GILLEN
Title: VICE PRESIDENT FINANCE

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/4/2025
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">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>	<p align="center">ITEM NUMBER</p> <p align="center">D.11.</p>

COUNCIL ACTION REQUESTED

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.

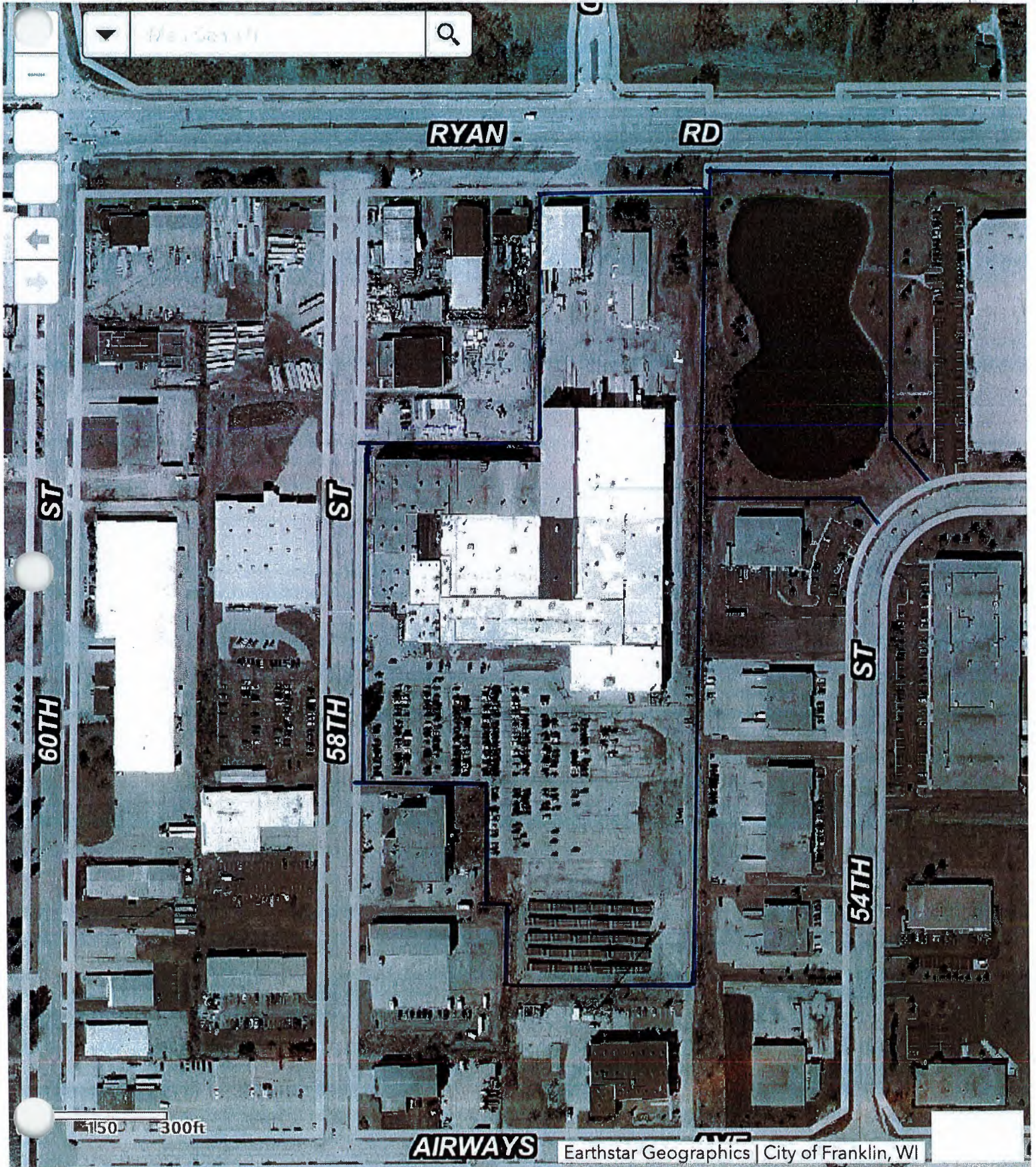
BLANK PAGE

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">jw</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">February 4, 2025</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p>Request from Kronos, Inc. for Kronos Manufacturing Facility Geothermal Pond Use of Pond on CDA Property Outlot at 5400 West Ashland Way, Tax Key No. 899-0032-000. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the potential authorization for the use of the CDA property outlot pond at 5400 West Ashland Way, Tax Key No. 899-0032-000 by Kronos, Inc., and the governmental actions in relation thereto and to effect such use, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">Ald. District 4</p> <p style="text-align: center; color: red; font-size: 1.2em;">M.12.</p>

Attached is a Kronos Franklin Manufacturing Facility Geothermal Pond Use Concept presentation document, and a copy of the GIS map depicting the Kronos, Inc. property and the CDA outlot with the pond property adjacent to the east thereof.

CDA ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to the potential authorization for the use of the CDA property outlot pond at 5400 West Ashland Way, Tax Key No. 899-0032-000 by Kronos, Inc., and the governmental actions in relation thereto and to effect such use, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.



Krones
Franklin Manufacturing Facility
Geothermal Pond Use Concept
October 24th, 2024



Prepared by:



Pond Geothermal Loop

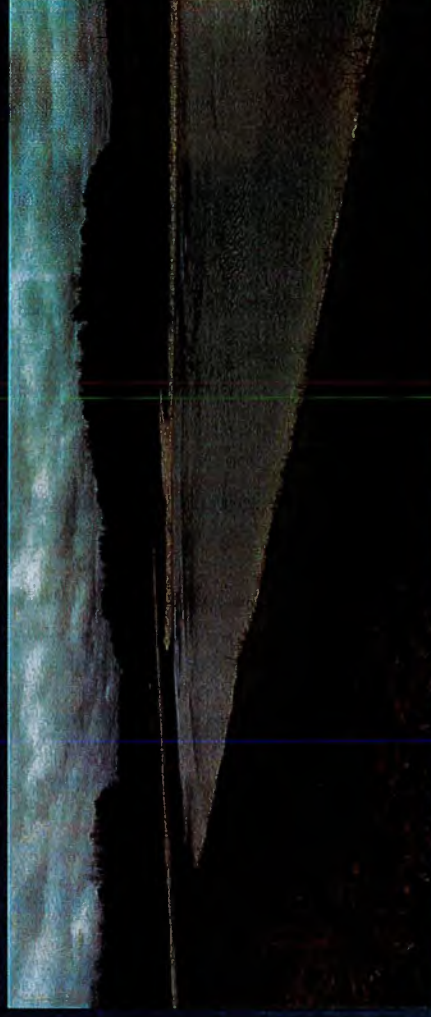
- HDPE tubing coils at bottom of pond for heat transfer.
- Can be floated on top of water and sunk into place
- Cooling capacity dependent on water movement.
- HDPE tubing is durable, corrosion resistant and low-cost.



HDPE "Slinky" geothermal coils



Pond with Geothermal Loops during Construction

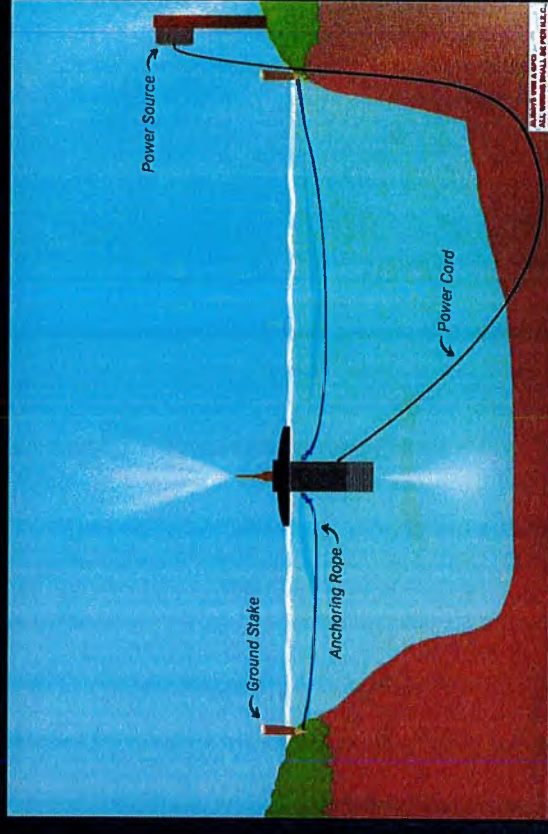
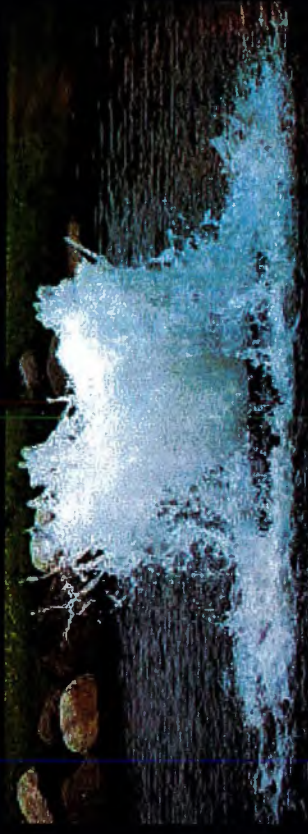


Pond in Operation – Geothermal Loops Submerged₂

Surface Aerators

Surface aerators pump high volumes of water into the air.

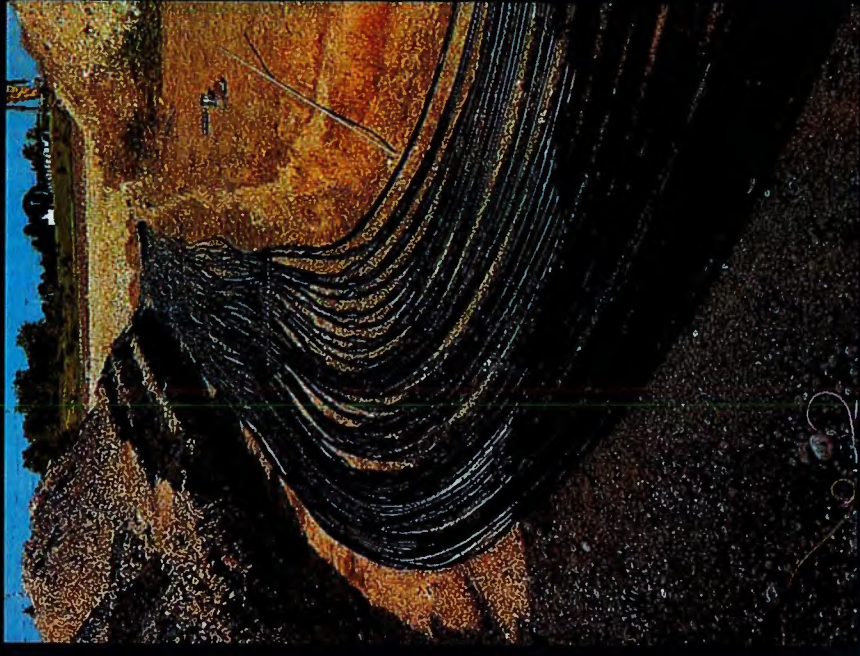
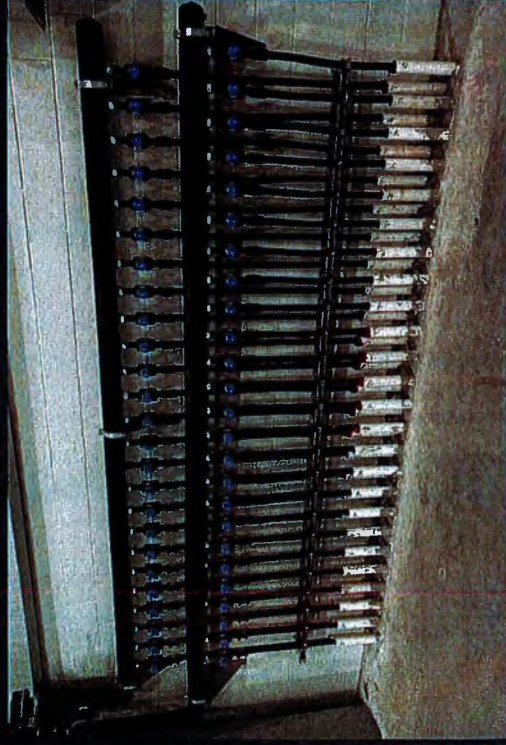
- Increases the pond's geothermal cooling capacity through evaporative cooling similar to a cooling tower.
- Keeps pond completely mixed and adds oxygen.
- Improves overall health of water
 - Discourages algae growth
 - Reduces odor.
- Enhances aesthetics of pond.
- Solar powered options available.



Example surface aerator and mooring, courtesy

GEOHERMAL TUBING TO BUILDING

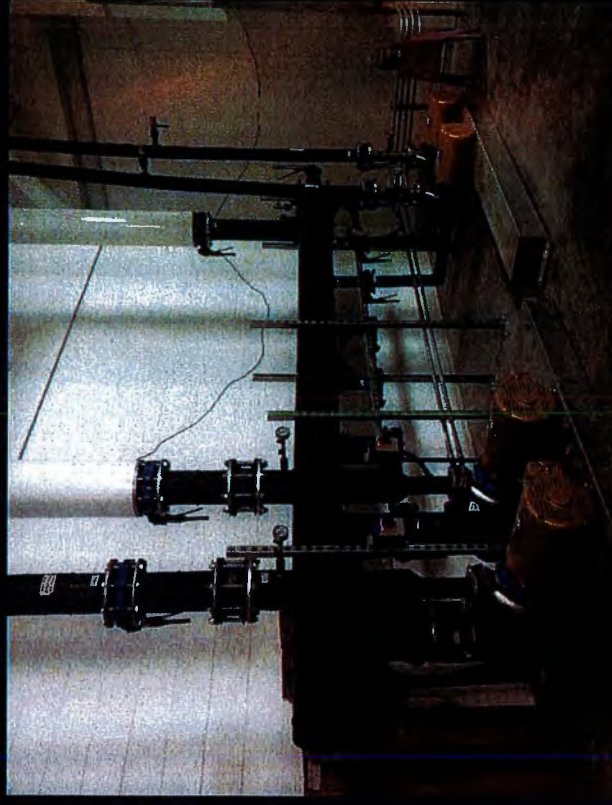
- Example showing loops independently routed into building with interior manifold.
- Tubing can be manifolded underground before coming into building.
- Connects to pump and internal geothermal piping loop.



Geothermal Loop and Pumping System

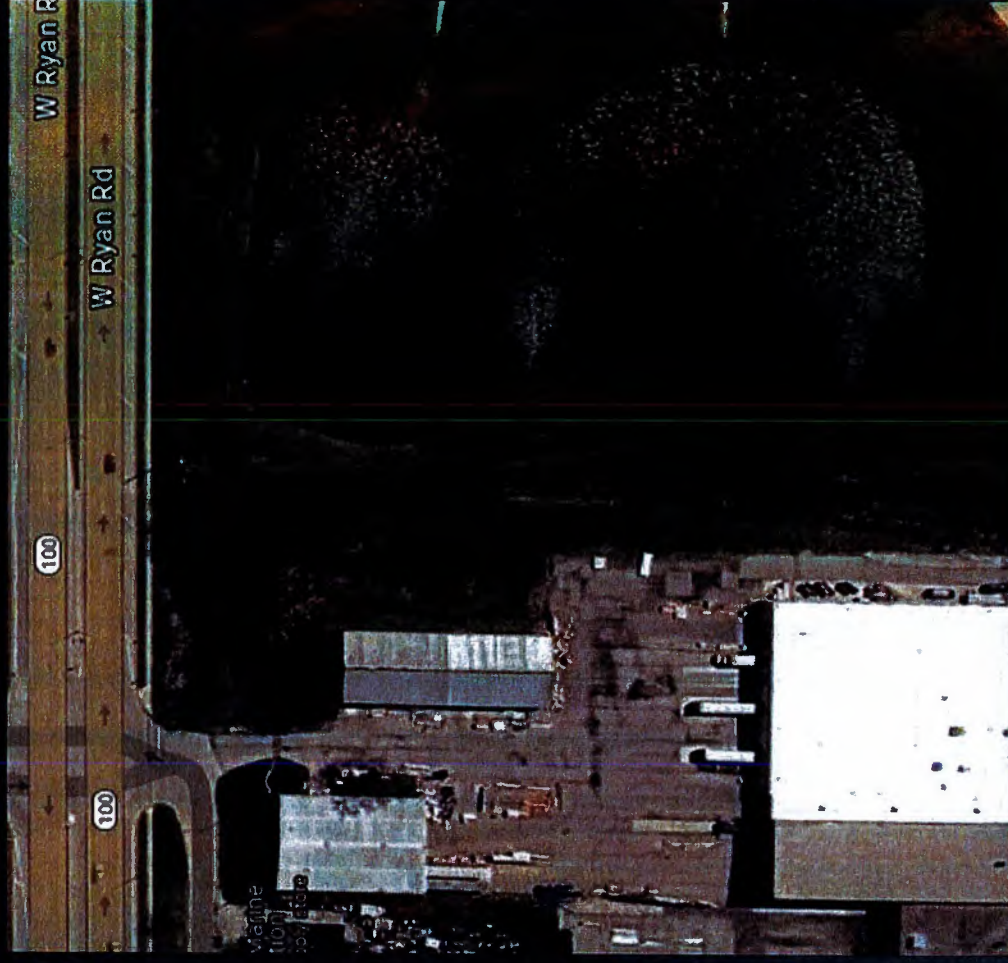
- Propylene glycol and water mixture pumped through HDPE tubing.
- Transfer energy between the pond and building HVAC systems.
- Summer Cooling and Winter Heating can be regulated to prevent excessive temperature increase or decrease in the pond.

Central Geothermal pumping system built for expansion

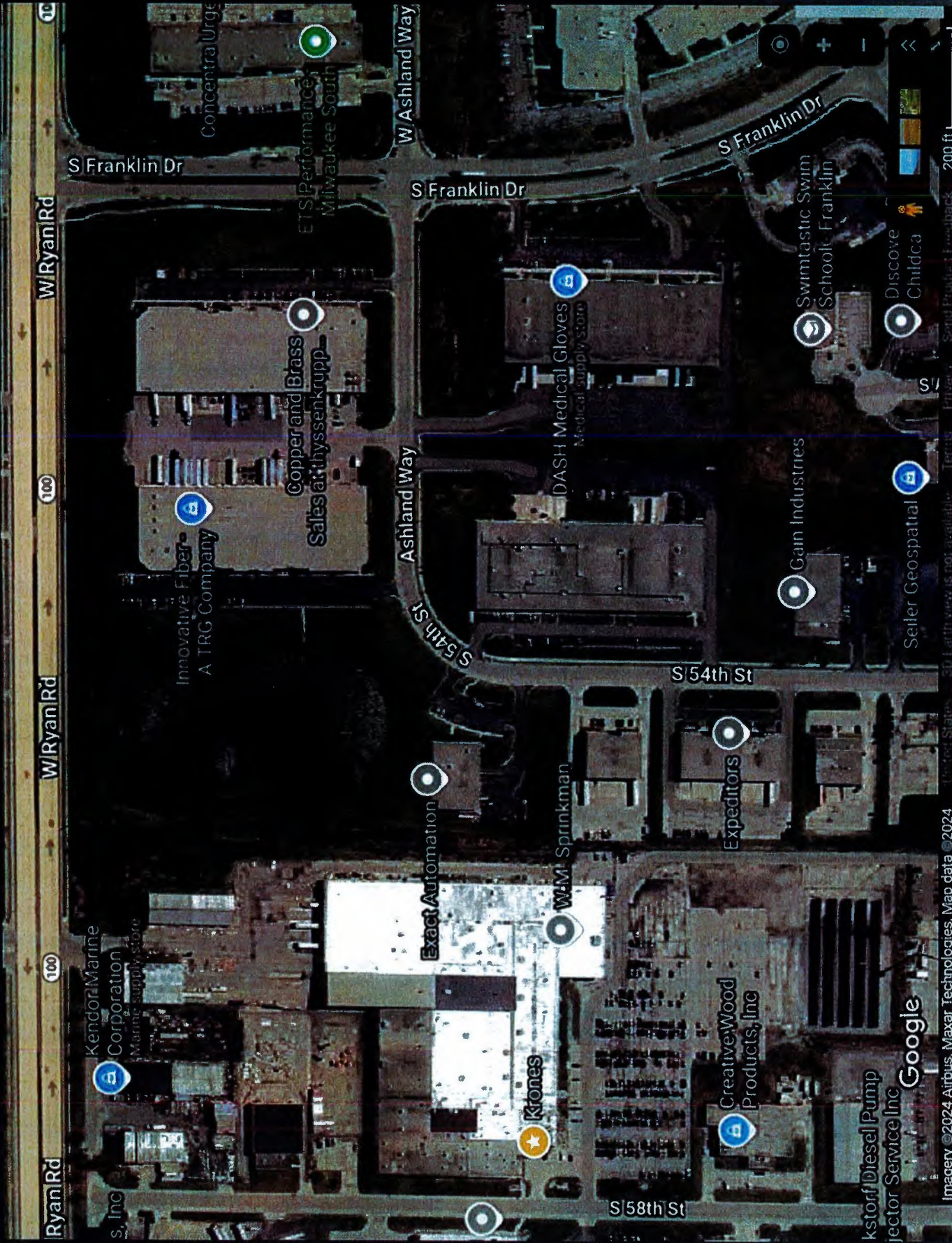


Franklin Retention Pond Geothermal Opportunity

- Retention pond serves the Franklin Industrial Park.
- The 3-acre retention pond has the potential handle all plant summer cooling and provide supplemental plant winter time heat.
- A geothermal energy recovery system integrated here would be a progressive approach by making use of a readily available Renewable Energy Source in this industrial park.



Franklin Industrial Park Expanded View



BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/04/2025
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of February 4, 2025.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of February 4, 2025.



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
February 4, 2025 – 6:00 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2024-2025 New	James Chase Ricky's Double Barrell Inn			
Operator 2024-2025 New	Josiah McDonald Iron Mike's			
Operator 2024-2025 New	Jasbir Singh 7-Eleven			
Operator 2024-2025 New	Jaskiran Singh 7-Eleven			
Operator 2024-2025 New	Kaitlyn Sutton Ricky's Double Barrell Inn			
Operator 2025-2026 Renewal	John Bergner Franklin Civic Celebration			
3.	Adjournment	Time:		

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/4/2025
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated January 17, 2025 through January 30, 2025 Nos. 200996 through Nos. 201461 in the amount of \$ 4,220,706.62. Also included in this listing are EFT Nos. 5949 through EFT Nos. 5967, Library vouchers totaling \$ 23,424.41, Tourism vouchers totaling \$ 11.78, Water Utility vouchers totaling \$ 777,439.76 and Property Tax Refunds in the amount of \$ 134,618.38.

Early release disbursements dated January 17, 2025 through January 29, 2025 in the amount of \$ 1,119,556.22 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

Attached is a list of property tax disbursements, EFT Nos. 535 through Nos. 537 dated January 20, 2025 through January 30, 2025 in the amount of \$ 134,618.38. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated January 24, 2025 is \$ 574,278.05, previously estimated at \$ 587,000. Payroll deductions dated January 24, 2025 are \$ 587,196.01, previously estimated at \$ 600,000.

The estimated payroll for February 7, 2025 is \$ 476,000 with estimated deductions and matching payments of \$ 272,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of January 30, 2025 in the amount of \$ 4,220,706.62
- Payroll dated January 24, 2025 in the amount of \$ 574,278.05 and payments of the various payroll deductions in the amount of \$ 587,196.01 plus City matching payments and
- Estimated payroll dated February 7, 2025 in the amount of \$ 476,000 and payments of the various payroll deductions in the amount of \$ 272,000, plus City matching payments.

ROLL CALL VOTE NEEDED