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<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY JANUARY 7, 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 December 17, 2024.
- D. Hearings.
- E. Organizational. Mayoral Appointments:
 - 1. Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6 – Personnel Committee, 3 year unexpired term expiring 04/30/27.
 - 2. Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6 – Board of Water Commissioners, 5 year unexpired term expiring 09/30/25.
- F. Letters.
- G. Reports and Recommendations:
 - 1. An Ordinance to Amend Ordinance 2024-2649, An Ordinance Adopting the 2025 Annual Budgets for the Capital Improvement Fund and American Rescue Plan Act (ARPA) Fund to Provide \$718,000 of Department of Public Works Campus Utilities Appropriations and Resources to Support the Project Costs Funded Through the American Rescue Plan Act.
 - 2. Authorization to Solicit and Receive Bids for the W. St. Martins Rd. Water Main Extension Project.
 - 3. A Resolution to Authorize Foth Infrastructure and Environment, LLC to Continue Design of the Ryan Road Trunk Sewer.
 - 4. Request Common Council Approval to participate in an Intergovernmental Agreement for Fire and Rescue Training Facilities and Services with the City of Wauwatosa Fire Department.
 - 5. 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.
 - 6. A Resolution Authorizing the Installation of a Fence Within the 30 Foot Private

7. Planting Screen Plat Restriction, Upon Lot 16 in Block 8 of Southwood East Subdivision (3651 W. Sherwood Drive) (Dale & Abbie Gilewski, Applicants).
A Resolution Authorizing the Installation of a Shed Within the 30 Foot Private Planting Screen Plat Restriction, Upon Lot 2 in Southwood East Addition No. 2 Subdivision (4107 W. Barnwood Court) (Mark Anhalt, Applicant).
8. Results of the Department of Public Works Sale of Surplus Vehicles and Equipment.
9. An Ordinance to Amend Ordinance 2024-2649, an Ordinance Adopting the 2025 Annual Budget for the General Fund to Transfer \$81,000 of Contingency Appropriations to City-Wide Software Maintenance for the Required Rapid 7 Renewal.
10. Authorization to Bid 2025 Local Street Improvement Program.
11. A Resolution to Approve Addendum No. 3 in the Amount of \$10,000-\$15,000 to Foth Infrastructure and Environment, LLC.
12. A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 10903 S. 60th Street, TKN 982-9992-005.
13. An Ordinance to Amend Ordinance 2023-2569, An Ordinance Adopting the 2024 Annual Budget for the Capital Outlay Fund to Provide \$20,000 of Trees and Landscaping Appropriations for the Purchasing and Installation of City Trees.
14. An Ordinance to Amend Ordinance 2024-2649, An Ordinance Adopting the 2025 Annual Budget for the Capital Outlay Fund to Provide \$10,000 of Wisconsin Department of Natural Resources Urban Forestry Grant Resources and all Remaining Unused 2024 Appropriations be Carried Forward to the 2025 Budget for the Final Purchasing and Installation of City Trees.
15. Reschedule Common Council Meetings Due to the 2025 Election that falls on Council Meeting Nights.
16. Potential Acquisition of the Property at 9371 W. Loomis Road (TKN 801-9995-000; 1.565 acres) and the Property Adjacent Thereto (TKN 801-9996-000; 3.629 acres) for Public Services Use(s) and Public Facilities Purposes. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of the property at 9371 West Loomis Road (TKN 801-9995-000; 1.565 acres) and the property adjacent thereto (TKN 801-9996-000; 3.629 acres) for public services use(s) and public facilities purposes, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of January 7, 2025.

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

J. Adjournment.

Common Council Meeting Agenda

January 7, 2025

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

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

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

REMINDERS:

January 9	Plan Commission	6:00 p.m.
January 21	Common Council	6:30 p.m.
January 23	Plan Commission	6:00 p.m.
February 4	Common Council	6:30 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 17, 2024
MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on December 17, 2024, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day and Alderman Barber. Alderman Craig was excused. 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 6:32 p.m. and was closed at 6:44 p.m.

- MAYORAL APPOINTMENTS E. Alderman Barber moved to confirm the following Mayoral appointment: John Zaganczyk Jr., 5241 W. Princeton Pines Ct., Ald. Dist.5 - Board of Water Commissioners for a 5 year unexpired term expiring 09/30/2025. Seconded by Alderwoman Day. On roll call, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day and Alderman Barber all voted Aye. Alderman Peccarelli abstained. Motion carried. (5-0-2)

- MINUTES DECEMBER 3, 2024 C. Alderwoman Eichmann moved to approve the minutes of the Common Council meeting of December 3, 2024, as presented. Seconded by Alderwoman Day. All voted Aye; motion carried.

- SOUND ENFORCEMENT G.1. Sound Enforcement Update provided by the Police Department was Information only and will be placed on file.

- RES. 2024-8238 2025 DIVISION OF PUBLIC HEALTH CONSOLIDATED CONTRACT G.2. Alderwoman Day moved to adopt Resolution No. 2024-8238, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO EXECUTE THE 2025 DIVISION OF PUBLIC HEALTH CONSOLIDATED CONTRACT. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- RES. 2024-8239 HEALTH DEPARTMENT JAMES IMAGING AGREEMENT G.3. Alderwoman Eichmann moved to adopt Resolution No. 2024-8239, A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO EXECUTE THE FRANKLIN HEALTH DEPARTMENT JAMES IMAGING AGREEMENT. Seconded by Alderwoman Day. All voted Aye; motion carried.

- UPDATE FIRE BATTALION CHIEF & LIEUTENANT JOB G.4. Alderman Barber moved to approve updates to the Fire Battalion Chief and Lieutenant job descriptions and the adoption of a new Captain job

DESCRIPTION, ADOPTION OF CAPTAIN DESCRIPTION		description. Seconded by Alderman Hasan. All voted Aye; motion carried.
BENEFIT CHANGES BATTALION CHIEFS	G.5.	Alderman Eichmann moved to approve implementation of the proposed benefit changes for the Fire Battalion Chiefs effective 1/1/2025 and authorization to insert the above recommended language changes into the Employee Handbook. Seconded by Alderman Barber. All voted Aye; motion carried.
RES. 2024-8240 CONSULTING SERVICES SB FRIEDMAN	G.6.	Alderman Hasan moved to adopt Resolution No. 2024-8240, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO AUTHORIZE AN AMENDMENT TO THE EXISTING CONSULTING SERVICES AGREEMENT WITH SB FRIEDMAN FOR FINANCIAL ANALYSIS SERVICES FOR EXISTING AND FUTURE TID AGREEMENTS IN THE AMOUNT OF \$35,000 AND AUTHORIZE THE DIRECTOR OF ADMINISTRATION AND/OR THE MAYOR TO AMEND AND ADMINISTER THE APPROPRIATE, RELATED CONTRACT. Seconded by Alderman Barber. All voted Aye; motion carried.
RES. 2024-8241 ISSUE CHANGE ORDER FOR THE DPW EXPANSION PROJECT	G.7.	Alderman Hasan moved to adopt Resolution No. 2024-8241, A RESOLUTION TO ISSUE A CHANGE ORDER FOR THE DPW EXPANSION PROJECT IN THE AMOUNT OF \$386,792.81 TO CAMOSY INCORPORATED. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.
SOLICIT AND RECEIVE BIDS FOR RYAN RD TRUNK SEWER PROJECT	G.8.	Alderman Eichmann moved to authorize staff to continue soliciting and receiving bids on the Ryan Road Trunk Sewer Project, ensuring project completion before WisDOT begins its roadwork on Ryan Road. Seconded by Alderman Peccarelli. All voted Aye; motion carried.
RES. 2024-8242 FOTH INFRASTRUCTURE & ENVIRONMENT LLC AGREEMENT	G.9.	Alderman Barber moved to adopt Resolution No. 2024-8242, A RESOLUTION FOR ADDENDUM NO. 1 TO FOTH INFRASTRUCTURE & ENVIRONMENT, LLC AGREEMENT FOR ADDITIONAL DESIGN SERVICES FOR LOVERS LANE WATER MAIN FOR \$32,908.28. Seconded by Alderman Eichmann. On roll call, all voted Aye. Motion carried.
RES. 2024-8243 AGREEMENT WITH MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	G.10.	Alderman Eichmann moved to adopt Resolution No. 2024-8243, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH MMSD PPII PROJECT FUNDING AGREEMENT (M10005FR03) FOR THE MOBILE PARK DESIGN, AUTHORIZE THE EXECUTION OF ALL RELATED DOCUMENTS BY THE MAYOR, DIRECTOR OF ADMINISTRATION, AND DIRECTOR OF FINANCE AND

TREASURER, AND DIRECT STAFF TO PROCEED WITH THE PROJECT IMPLEMENTATION. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

- RES. 2024-8244
TERRACON
CONSULTANTS, INC.
PROPOSAL
- G.11. Alderwoman Eichmann moved to adopt Resolution No. 2024-8244, A RESOLUTION TO APPROVE TERRACON CONSULTANTS, INC. GEOTECHNICAL SERVICES PROPOSAL AS PART OF THE 2025 LOCAL STREET IMPROVEMENT PROGRAM PROJECT. Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. 2024-8245
ISSUE CHANGE
ORDER NO. 2 FOR
2024 PPII SUMP PUMP
PROJECT
- G.12. Alderman Hasan moved to adopt Resolution No. 2024-8245, A RESOLUTION TO ISSUE CHANGE ORDER NO. 2 FOR THE 2024 PPII SUMP PUMP PROJECT TO DECREASE THE CONTRACT PRICE BY \$156,936.40 TO UPI, LLC. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ALLOCATE
AMERICAN RESCUE
PLAN ACT FUNDING
- G.13. Alderman Hasan moved to authorize certain officials to allocate remaining American Rescue Plan Act funds to projects eligible for funding and follow proper reporting procedures to ensure funding is allocated properly. Seconded by Alderwoman Day. All voted Aye; motion carried.
- ANNUAL MARKET
ADJUSTMENTS
- G.14. Alderman Hasan moved to approve a 2025 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates, both by 2%, along with a Progress to Market Wage Adjustment, for non-represented employees effective with the start of the pay period with a pay date of January 10, 2025, and authorize Human Resources to incorporate the new Salary Ranges into the Employee Handbook. Seconded by Alderwoman Day. All voted Aye. Motion carried.
- RES. 2024-8246
JSA
ENVIRONMENTAL,
INC. AGREEMENT
- G.15. Alderwoman Eichmann moved to adopt Resolution No. 2024-8246, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL FACILITY TO DECEMBER 31, 2025, WITH JSA ENVIRONMENTAL, INC. Seconded by Alderman Hasan. All voted Aye. Motion carried.

CLOSED SESSION
DANE NOVAKOVICH
AND SVETLANA
NOVAKOVICH V.
CITY OF FRANKLIN

- G.16. Alderwoman Eichmann moved to enter closed session at 7:47 p.m. pursuant to Wis. Stat. §19.85(l)(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 *Dane Novakovich and Svetlana Novakovich v. City of Franklin*, Milwaukee County Circuit Court, Case No. 24-CV-5902, with regard to an excessive 2023 tax assessment claim submitted by Dane and Svetlana Novakovich on July 26, 2024, for the property bearing TKN 749-0088-001, which litigation is pending, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 7:48 p.m.

Mayor Nelson reconvened at 7:56 p.m.

Upon reentering open session at 8:01 p.m., Alderman Hasan moved to proceed as discussed in closed session. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

- H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of December 17, 2024.

Approved Public Grant (People Uniting for the Betterment of Life and Investment in the Community) to Franklin Public Library Foundation, Temporary Class B License, TBD (Fall Literary Fundraiser), Franklin Public Library-Fadrow Meeting Room.

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

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve City vouchers with an ending date of December 12, 2024, in the amount of \$ 2,249,328.55, and payroll dated December 13, 2024 in the amount of \$ 486,550.70 and payments of the various payroll deductions in the amount of \$ 259,742.96 plus City matching payments, and estimated payroll dated December 27, 2024 in the amount of \$ 475,000 and payments of the various payroll deductions in the amount of \$ 632,000 plus City matching payments. Approval to release UPI, LLC payment in the amount of \$ 421,016.37. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Hasan moved to adjourn the meeting of the Common Council at 8:04 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1-7-25
ORGANIZATIONAL BUSINESS	Mayoral Appointment	ITEM NUMBER E.1., 2.

The Mayor has made the following appointments for Council confirmation:

1. Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6 – Personnel Committee, 3 year unexpired term expiring 04/30/27.
2. Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6 – Board of Water Commissioners, 5 year unexpired term expiring 09/30/25.

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointments:

1. Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6 – Personnel Committee, 3 year unexpired term expiring 04/30/27.
2. Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6 – Board of Water Commissioners, 5 year unexpired term expiring 09/30/25.

ROLL CALL VOTE

CLERKDEPT

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Wednesday, January 1, 2025 6:23 PM
To: Lisa Huening; Shirley Roberts; Maggie Poplar
Subject: Volunteer Fact Sheet

Name: Cathleen Richard
PhoneNumber:
EmailAddress: cmrichard27@gmail.com
YearsasResident: 11.5
Alderman: 6
ArchitecturalBoard:
CivicCelebrations:
CommunityDevelopmentAuthority:
EconomicDevelopmentCommission:
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth:
FirePoliceCommission:
ParksCommission:
LibraryBoard:
PlanCommission:
PersonnelCommittee: on
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission:
TourismCommission:
BoardofZoning:
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners: on
CompanyNameJob1: Ardagh Glass Inc
CompanyAddressJob1: 815 Mc Henry st
TelephoneJob1:
StartDateandPositionJob1: 11/10/2006
EndDateandPositionJob1: 11/07/2016
CompanyNameJob2: GMP
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2: 10/2012

EndDateandPositionJob2: 11/07/2016
CompanyNameJob3:
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Cathleen Tichard
Date: 01/012025
Signature2: Cathleen Richard
Date2: 01/01/2025
Address: 10252 W Deerwood Ln
PriorityListing:
WhyInterested: I am interested in serving my community. I feel these are positions I would be an asset.
DescriptionofDutiesJob1: Process Handler ialso worked in the lab.
DescriptionofDutiesJob2: Responsible for the finaces of the union, filing taxes, payroll, and bills
DescriptionofDutiesJob3:
AdditionalExperience: I have ran my own in home daycare for several years.
See Current Results

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE January 7, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND AND AMERICAN RESCUE PLAN ACT FUND TO PROVIDE \$718,000 OF DPW CAMPUS UTILITIES APPROPRIATIONS AND RESOURCES TO SUPPORT THE PROJECT COSTS FUNDED THROUGH THE AMERICAN RESCUE PLAN ACT	ITEM NUMBER G. 1.

Background

On March 5, 2024, the Common Council authorized the use of American Rescue Plan Act (ARPA) funding to the water and sewer project needed on S. 80th Street, south of W. Ryan Road. This project is set to provide utility services to the Department of Public Works (DPW) facility building. The DPW building is currently expanding to provide additional space for facility needs. The initial concern was the lack of sanitary sewer connection to the building and the use of a failing holding tank. The City Engineer proposed a water and sewer connection that would also accommodate surrounding facilities.

On March 19, 2024, Common Council authorized Foth Infrastructure to complete design services for the complete project with all surrounding properties to include water and sewer extension services. Bids for the final project went out and were received on November 13, 2024. Final award for construction services were awarded to UPI Construction LLC totaling \$652,561.00. Although the City is fully funding this project through ARPA Funds already received, a budget amendment is needed to appropriate the funds from the proper accounts.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2025 Budget Amendment to provide appropriations for the use of ARPA funds already received in 2021 and 2022. This budget is needed for proper recording on the financial statements based on federal funding requirements.

Fiscal Note

There is no fiscal impact to the 2025 Annual Budget with this amendment. Funding has been received in 2021 & 2022. Funding is required to be spent by December 31, 2026. The initial award for construction services awarded totaled \$652,561, however, a 10% contingency was added to the project costs now totaling \$718,000.

The GL Numbers associated with this amendment are:

ARPA Fund – Fund 14

14-0000-5598	Transfer to Capital Improvement Fund	Increase	\$718,000
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Capital Improvement Fund – Fund 46

46-0000-4830	Transfer from Other Funds	Increase	\$718,000
46-0331-5823	DPW Cold Storage	Increase	\$718,000

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2025-_____, an Ordinance to amend Ordinance 2024-2649, an Ordinance adopting the 2025 Annual Budget for the Capital Improvement Fund and ARPA Fund to Provide \$718,000 of DPW Campus Utilities Appropriations and Resources to Support the Project Costs Funded through the American Rescue Plan Act.

Roll Call Vote Required

Finance Dept – DB ; DPW - KS

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND AND AMERICAN RESCUE PLAN ACT (ARPA) FUND TO PROVIDE \$718,000 OF DPW CAMPUS UTILITIES APPROPRIATIONS AND RESOURCES TO SUPPORT THE PROJECT COSTS FUNDED THROUGH THE AMERICAN RESCUE PLAN ACT

WHEREAS, the Common Council of the City of Franklin adopted the 2025 Annual Budgets for the City of Franklin on November 19, 2024; and

WHEREAS, the Common Council authorized the use of ARPA funds to provide utility services to the Department of Public Works (DPW) campus building and surrounding facilities; and

WHEREAS, the final award for the project was awarded to UPI Construction LLC on November 19, 2024; and

WHEREAS, payments have not been made and will be made during the 2025 Budget; and

WHEREAS, this project is fully funded through the ARPA funding received in 2021 and 2022; and

WHEREAS, the Budget Appropriation Units should be adjusted for the above items as listed below; and

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

Section 1 That the 2025 American Rescue Plan Act Fund Budget be amended as follows:

ARPA Fund – Fund 14

0000	Transfer to Capital Improvement Fund	Increase	\$718,000
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Capital Improvement Fund – Fund 46

0000	Transfer from Other Funds	Increase	\$718,000
0331	DPW Cold Storage	Increase	\$718,000

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

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



APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL 	COMMITTEE OF THE WHOLE DISCUSSION	MTG. DATE March 4, 2024
REPORTS & RECOMMENDATIONS	Using Excess American Rescue Plan Act Funds for Utility Projects in the Vicinity of S. 80th Street, S. 76th Street, and W. Ryan Road	ITEM NO. Ald Dist. 1 

BACKGROUND

There were many American Rescue Plan Act (ARPA) eligible funding projects that had connection to COVID-19. Among eligible infrastructure projects are “water, sewer, and broadband.” Franklin received \$3,748,285.61 in ARPA funding in 2021 for eligible projects. In 2022, there was allocated funding for the fiber optic cable project. The construction of the fiber network is almost complete with an estimated total cost of approximately \$1.7 million. Funds were anticipated to be used in the funding of the S. Lovers Lane Water Tower, but were not directly applied to that project due to the unpredictability of the timeline on the project at the time of discussion. ARPA funds have a strict deadline. Funds need to be encumbered by December 31, 2024 and spent by December 31, 2026. Funds were borrowed for the Water Tower Project with deadlines as well as Impact Fee allocations and cash on hand being used.

The below project was discussed at the Finance Committee on January 23, 2024.

ANALYSIS

It appears that Franklin will have approximately \$2 million in excess funds from the initial ARPA award. Staff suggests that there is a worthy sewer and water project needed on S. 80th Street, south of W. Ryan Road.

The Department of Public Works (DPW) facility (7979 W. Ryan Road) does not have a sanitary sewer connection but uses a holding tank that appears to be allowing groundwater to infiltrate. Inspections indicate that the holding tank is not repairable. A septic hauling service is used at least once a week and sometimes three times a week to pump the accumulated sewer and groundwater. The cost of pumping the tank is currently \$180 each time. The DPW budget is anticipating at least \$10,000 expense for septic pumping each year. Staff understands that Zuern Building Supplies (9545 S. 80th Street) also has a similar predicament.

Staff is proposing a gravity sewer project to abandon the DPW septic holding tank, provide future connection for a potential fire station, and flow westerly to S. 80th Street, then south along S. 80th Street past Zuern and the Franklin Public School property to a gravity sewer in Park Circle.



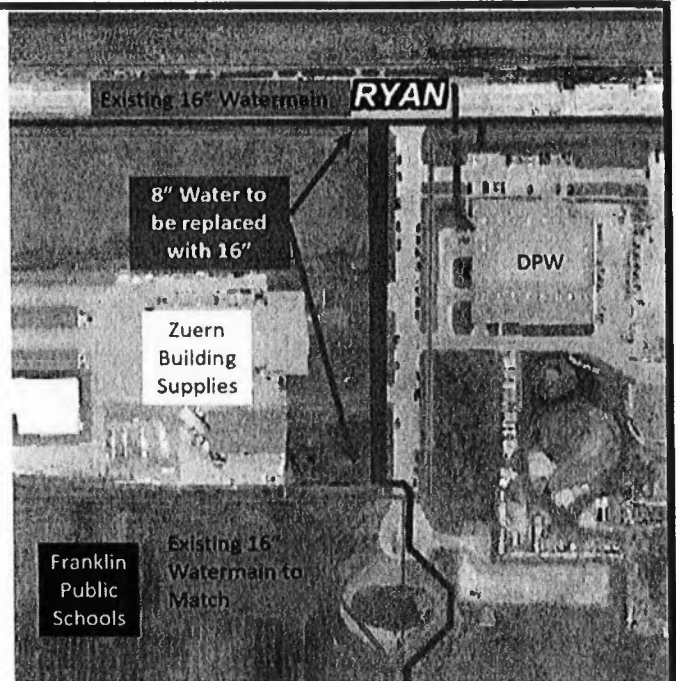
Another portion of the Park Circle sewer can also be extended to accommodate some properties along S. 76th Street- including the Hideaway Restaurant (9643 S. 76th Street) that has had many historical issues with their on-site septic disposal system. This sewer was designed for the previously planned DPW storage building.

For the water system, the development of Park Circle and Ryan Creek subdivisions provided a 16" diameter watermain to serve the south areas. The connection was an 8-inch watermain along S. 80th Street and this constriction needs replaced with a 16-inch main.

The estimate for the sanitary sewer segments is \$683,000 and the estimate for the water relay project is \$246,000. The total for all projects is \$929,000.

In a traditionally funded project, adjacent properties could be assessed for the sanitary sewer. The ARPA monies would be sufficient to cover the entirety of the project, however, the adjacent properties could be assessed proportionally if the Council deems appropriate.

There are no benefited properties for the replacement of the 8-inch watermain to 16-inch diameter so none of the affected properties could be assessed.



JANUARY 23, 2024 FINANCE COMMITTEE AND FOLLOW-UP STATUS

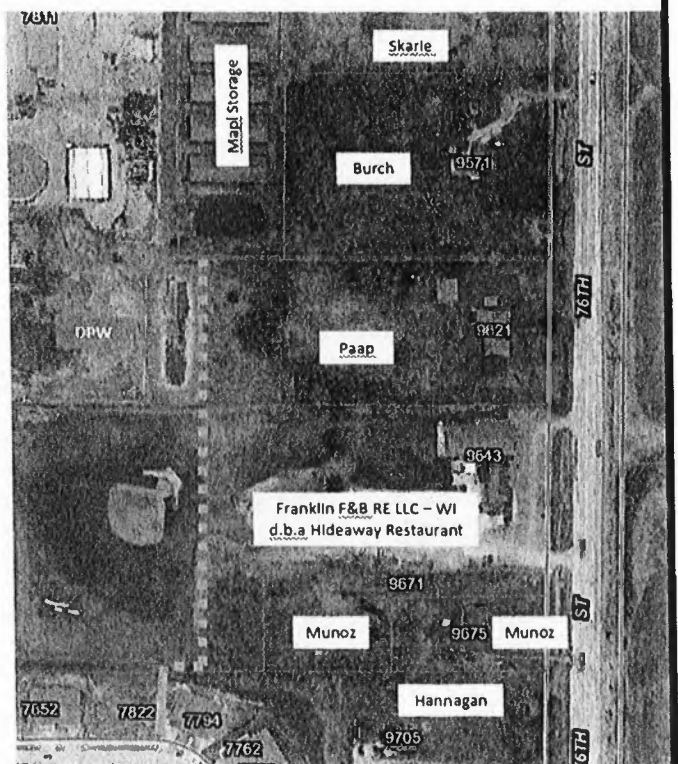
The Finance Committee considered the above information and acknowledged that these projects are beneficial to the City of Franklin, especially the elimination of \$180/tank pumping for the DPW budget and removal of the water constriction to the water system.

The concern of the Finance Committee was that the adjacent property owners would be getting something for free that others are required to pay. So, the recommendation to Common Council was to proceed with these projects but have some level of sanitary sewer special assessment for the affected properties.

The Finance Committee also indicated that some credit should be applied to the Franklin Public School Parcel for donation of the needed right-of-way to the Park Circle connection. However, the credit for the land (about an acre) should be less than the appraised value since such land would be donated as part of any school development. The Franklin Public Schools is reported to have paid \$17,838 per acre for the land.

Staff has since talked to the affected property owners: GEN3 Ventures LLC d.b.a. Zuern Building Supplies (9545 S. 80th Street), Franklin Public Schools, Franklin Food & Beverage, LLC d.b.a. Hideaway Restaurant (9643 S. 76th Street), Munoz family (9671 and 9675 S. 76th Street), Paap family (9621 S. 76th Street), and Mapl Storage Site (7761 W. Ryan Road). Generally, Staff discussed 50% assessment rates for the affected property owners.

The Munoz family discussion concerning their two parcels centered on a land combination of the two parcels so that some effort on their part would result in elimination of assessment for the 100-foot minimum. The proposed assessment table below assumes that the property owner proceeds with the land combination process, otherwise the smaller parcel would be assessed for the minimum of 100



feet. The parcel is actually 120-feet wide (north-south), but has no physical connection to the proposed sewer. The Owner would like to expand the use of his parcels to also serve as vehicular storage for his business.

Staff contacted the Hideaway Restaurant and talked to a manager, but has not received a follow up call from the owner. Staff understands that the restaurant also has a tank that is pumped at least once per week. The manager was unaware of the extent of charges for this pumping service.

During these discussions, Staff noted that the Mapl Storage Site (7761 W. Ryan Road) should also be assessed for the minimum of 100-feet as the manhole would be extended to their property. Staff contacted the owner and understands that she also has a holding tank that is pumped about once per month. The adjacent home, on a different parcel, has a traditional on-site septic disposal system. The front building with the sewer facilities is just beyond the City's 400-foot requirement [§190-22.B.(1)] requires connection. The Owner is unsure that the assessment would add equivalent value to her property and is also unlikely that it would be cost effective to connect since her annual pumping charges are less than \$2,000.

Staff has contacted the Paap residence. It functions solely as a home residence even though it is zoned M-1. The Paaps are acceptable to the proposed assessment that would be deferred until such a time that the sewer connection occurs, whether it be for need to abandon the onsite system, or expansion of the buildings.

Owner	Address	Approximate Assessable Frontage	Typical 100% Assessment	Proposed 50% Assessment
Zuern Building Products	8035 W. Ryan Road	200 feet	\$36,016.00	\$18,008.00
Zuern Building Products	9545 W. Ryan Road	400 feet	\$72,032.00	\$36,016.00
Franklin Public Schools Franklin Schools- credit	S. 80 th Street S. 80 th Street	993 feet -	\$178,819.44 -	\$89,409.72 (\$10,000)
Munoz- combined Munoz property	9675 S. 76 th Street 9671 S. 76 th Street	0 feet 162 feet	\$ - \$29,172.96	\$ - \$14,586.48
Hideaway Restaurant	9643 S. 76 th Street	266 feet	\$47,901.28	\$23,950.64
Paap property	9621 S. 76 th Street	235 feet	\$42,318.80	\$21,159.40
Mapl Storage	7761 W. Ryan Road	100 feet	\$18,008.00	\$9,004.00
Totals			\$424,268.48	\$207,134.24

Therefore, the expense funded by ARPA would be:

	Cost	50% Assessments	Net ARPA Funds
Sewer	\$683,000	\$207,134.24	\$475,865.76
Water	\$246,000	N/A	\$246,000.00
Total	\$929,000	\$207,134.24	\$721,865.76

There is merit in discussion of installing the western section of sanitary sewer to serve DPW and Zuern, but not installing the eastern section to serve the Hideaway and the residences. The expense funded by ARPA might look like this:

	Cost	50% Assessments	Net ARPA Funds
Sewer	\$530,000	\$138,433.72	\$391,566.28
Water	\$246,000	N/A	\$246,000.00
Total	\$929,000	\$207,134.24	\$637,566.28

For the most part, the properties along S. 76th Street are not enthusiastic about being required to connect to the sewer or being assessed for the sewer. All properties in the City of Franklin served with on-site septic disposal systems must have their systems inspected and pumped every three years to certify to Inspection Services that the system is satisfactory. Common Council may consider that the municipal code §207-27 "Southwest Sanitary Sewer Service Area sanitary sewer service extension connection policy and fees" be modified to allow avoidance of connection of

these properties until the on-site disposal system be deemed deficient and also indefinite deferment for properties that do not connect at the present time. If and when an onsite system for these eastern properties should need replacement or repairs, connection would be required at that time and the 50% assessment shall be levied for payment, either in-full or with the 12-year @ 6% payment option. This option does not affect the ARPA funding but does affect the City's cashflow projections.

The remaining parcels in this area with no access to sanitary sewer would be the Hannagan property (9705 S. 76th Street), the Burch property (9571 S. 76th Street), and the Skarie property (7623 W. Ryan Road).

Finally, it should be noted that absent a project using ARPA funds, it is entirely conceivable that a future project(s) could be mandated for environmental reasons and the neighbors would be assessed 100% of the costs per the municipal code and the City would be required to reallocate budgets to pay for the project(s)

OPTIONS

1. Complete this project in 2024 with 50% assessment philosophy and allocate approximately \$722,000 of remaining ARPA funds to the Sanitary Sewer and Water Relay Projects proposed in this action sheet and recommend the remaining roughly \$1.2 million ARPA funds be allocated to other projects.
 - a. Option to allow indefinite deferments for the eastern properties until such a time that the property is expanded, or the on-site system needs repairs or replacement.
2. Complete only the western part of this project (80th Street Corridor) in 2024 with 50% assessment philosophy and allocate approximately \$640,000 of remaining ARPA funds to the Sanitary Sewer and Water Relay Projects proposed in this action sheet and recommend the remaining roughly \$1.3 million ARPA funds be allocated to other projects.
3. Complete this project in 2024 with 0% assessment philosophy and allocate approximately \$929,000 of remaining ARPA funds to the Sanitary Sewer and Water Relay Projects proposed in this action sheet and recommend the remaining roughly \$1.0 million ARPA funds be allocated to other projects.
4. Allocate all remaining ARPA funds of roughly \$2 million to other projects and no ARPA funds to the proposed project in this action sheet.
5. Other direction to Staff.

FISCAL NOTE

The remaining ARPA funds of roughly \$2 million need to be encumbered by December 31, 2024 and spent by December 31, 2026. If not, any remaining funds will have to be paid back to the US Treasury. Future budget amendments may be needed based on the outcome of spending.

Assuming a 50% assessment strategy with deferment options for the eastern properties, deferments less than \$70,000 would have to be funded by the sewer impact fee until such a time they are repaid, if ever. The western properties are likely to make payment in full upon request.

RECOMMENDATION

Direct Staff to return to Common Council on March 19, 2024 with a contract to proceed with the design, permitting and solicitation of bids of this project for construction in 2024 pursuant to the ARPA deadlines and direct Staff to return with an ordinance to allow for indefinite deferment of properties on the eastern sanitary sewer section.

Engineering - GEM

APPROVAL	COMMITTEE OF THE WHOLE DISCUSSION	MTG DATE 3-11-24
REPORTS & RECOMMENDATIONS	A Resolution to Enter Into an Agreement with Foth Infrastructure and Environment, LLC For the Design of the DPW Campus Utilities in the Vicinity of S. 80 th Street, S. 76 th Street, and W. Ryan Road for [\$55,000] [\$85,000]	ITEM NO. Ald. Dist. 1 15.10.

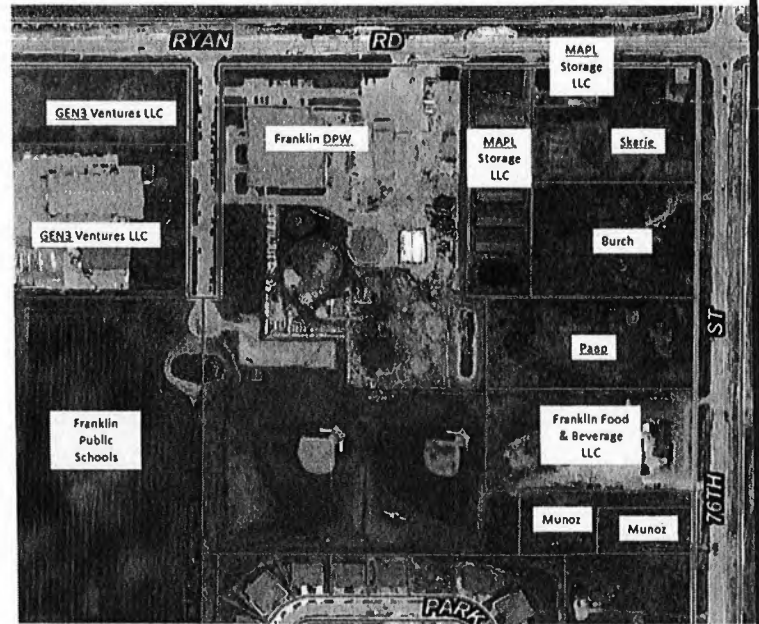
BACKGROUND

On March 4, 2024, Common Council moved to use excess American Rescue Plan Act (ARPA) funds for utility projects in the vicinity of S. 80th Street, S. 76th Street and W. Ryan Road. The discussion also included the possibility of extending a sanitary sewer to the far reaches of the southwest corner of S. 76th Street and W. Ryan Road and staff was instructed to visit with the affected property owners concerning this option.

This council action is for the design of the discussed project.

ANALYSIS

Since March 4, 2024, Staff met with four property owners to discuss the extension of the sanitary sewer. Staff met with the Paap, Burch, Skarie, and MAPL Storage property owners and all are acceptable to this project, although unlikely that any will choose to connect at this time. All properties were notified of the intent to assess a portion of the project (thanks to allocation of ARPA funds), yet each property would receive a deferment until the property connected to the sanitary sewer. In addition, no on-site septic disposal permit, repair, replacement or septic holding tank would be permitted for these properties. Should an on-site system fail, connection to the sanitary sewer extension would be required and payment(s) for the assessment would commence.



Foth is a qualified civil engineering firm that has performed other utility design projects for the City and is the only firm of this type that has an office, let alone headquarters, within the City of Franklin. Staff is comfortable with Foth's engineering staff and has reviewed the scope and fee for this work and find it to be reasonable.



Foth has been asked to provide a scope and fee for two scenarios:

1. Provide design and bidding services for:
 - a. Watermain upsizing (blue) from 8-inch to 16-inch diameter along S. 80th Street.

- b. DPW Sewer (orange) along W. Ryan Road to abandon the DPW sewage holding tank.
 - c. Zuern Sewer (green) along S. 80th Street to abandon the GEN3 Ventures (dba Zuern) sewage holding tank and connect to the existing sewer in the Park Circle development.
 - d. Hideaway Sewer (yellow) to serve the future DPW storage building, the Munoz residence/property, the Franklin Food & Beveridge (dba Hideaway Restaurant), Paap residence, and the MAPL Storage commercial property.
2. Provide design and bidding services for everything included in Scenario 1 plus:
 - a. Sewer Extension to the SE Corner of S. 76th Street and W. Ryan Road (red) to serve the Burch residence, the Skarie residence, and the MAPL Storage residential property.

Scenario 2 will undoubtedly cost more than Scenario 1. Should the available ARPA funds not fully cover a 50% assessment coverage, the funds can be used and participation might be less (for example, only 45% assessment coverage). Staff still needs to return to Common Council with a proposed ordinance that allows for the indefinite deferment for the sanitary sewer serving properties along S. 76th Street. Staff is planning to bid the Sewer Extension to the SE Corner of S. 76th Street and W. Ryan Road (red) as an alternate so the decision to construct/not construct could be made at the time of award for the construction.

Note that the contract for Foth includes a clause that is not in the standard template. Paragraph VII.B. allows for the Client (City) to hold the Contractor (Foth) harmless for negligence caused by the City. This follows a paragraph where Foth holds the City harmless for the same issues. This clause is not uncommon, but Staff asked for comment from the City's insurance carrier and received the response *"that if you can avoid having this language included it would be better for the City That said, I understand the argument that in fairness it should go both ways In the end it doesn't achieve a whole lot when both sides agree to indemnify each other for their sole negligence The legal and court system are already set up to do that Maybe see if it can be removed, but I wouldn't let it hold up the project if it is a big issue "*

The other change to the standard template is the Professional Liability (Errors and Omissions) is kept at \$2,000,000 but Foth requests "single limit" be changed to "per claim and in the aggregate." In summary, Staff has no issue with these changes for this and all future projects, but will keep the standard template as it is.

OPTIONS

1. Authorize Foth to complete design services for Scenario 1 (without properties at the southwest corner of 76th/Ryan).
2. Authorize Foth to complete design services for Scenario 2 (complete project with all properties). Remember that the decision to construct the sewer extension can be made at the time of awarding a construction bid.
3. Other direction to Staff.

FISCAL NOTE

The remaining ARPA funds of roughly \$2 million need to be encumbered by December 31, 2024 and spent by December 31, 2026. If not, any remaining funds will have to be paid back to the US Treasury. Future budget amendments may be needed based on the outcome of spending. It is anticipated that the entirety of this project can be constructed by the end of 2024.

The efforts to design Scenario 1 is expected to be \$50,000-\$55,000 and the efforts to design Scenario 2 is expected to be \$80,000-\$85,000.

The more exact fiscal impact to the City budget can be outlined when the project is bid.

A budget amendment is needed for this unplanned project.

RECOMMENDATIONS

(Option 2) Authorize Resolution 2024-_____, a resolution to enter into an agreement with Foth Infrastructure and Environment, LLC for the design of the DPW Campus Utilities in the vicinity of S. 80th Street, S. 76th Street, and W. Ryan Road for [\$55,000] [\$85,000]. And

Direct Staff to bid this project and return with a recommendation to award contract for construction in 2024. And

Direct Staff to return with a budget amendment in the amount of [\$55,000] [\$85,000] for the design of this project. And

Direct Staff to return with an ordinance allowing indefinite deferment of sewer assessments for the properties along S. 76th Street.

Engineering - GEM

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/19/2024
REPORTS & RECOMMENDATIONS	AUTHORIZE STAFF TO AWARD THE DPW CAMPUS UTILITIES PROJECT TO THE LOWEST BIDDER, UPI CONSTRUCTION LLC	ITEM NUMBER H. 8.

BACKGROUND

The City of Franklin sought bids for the DPW Campus Utilities Project to support essential infrastructure updates.

ANALYSIS

Eight bids were received on November 13, 2024, for the City of Franklin DPW Campus Utilities project. The bids received were as follows (the bid tab is included in the packet):

	Base Bid
<i>Engineer's Estimate</i>	\$800,000.00
UPI Construction LLC	\$652,561.00
Globe Contractors, Inc.	\$677,797.00
The Wanasek Corp	\$789,800.00
Veit & Company, Inc.	\$795,467.50
DK Contractors	\$815,528.50
PTS Contractors, Inc.	\$845,800.00
A.W. Oakes & Sons, Inc.	\$849,330.00
Reesmans Excavating & Grading, Inc.	\$950,950.00

Following the bid opening on November 13, 2024, UPI Construction LLC emerged as the lowest responsible bidder, with a base bid amount of \$652,561.00. This bid was significantly below the engineer's estimate of \$800,000, presenting a cost-effective opportunity for the City.

Prequalification reviews confirm UPI Construction LLC's capability to meet project requirements. This project is contingent upon receiving the necessary permits from WISDOT and WDNR.

FISCAL NOTE

The project was initially intended to be funded by ARPA (American Rescue Plan Act) funds. The availability and amount of these funds will need to be reviewed and confirmed to ensure the project's financial viability within the City's budget allocations.

RECOMMENDATION

Staff recommends that the Council authorize the DPW Campus Utilities Project award to UPI Construction LLC for the base bid amount of \$652,561.00, contingent upon securing the required permits.

COUNCIL ACTION REQUESTED

(Optional) Motion to adopt Resolution No. 2024 - _____, a resolution to award the City of Franklin DPW Campus Utilities project to UPI Construction LLC for \$652,561.00.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION TO AWARD
THE DPW CAMPUS UTILITIES PROJECT
TO UPI CONSTRUCTION LLC, IN THE AMOUNT OF \$652,561.00

WHEREAS, the City of Franklin advertised and solicited bids for the DPW Campus Utilities Project; and

WHEREAS, eight bids were received on November 13, 2024 and UPI Construction LLC was the lowest responsive and responsible bidder; and

WHEREAS, UPI Construction LLC is a qualified public works contractor; and

WHEREAS, the project was initially intended to be funded by ARPA (American Rescue Plan Act) funds.

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the contract for the DPW Campus Utilities Project in the amount of \$652,561.00 to UPI Construction LLC.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the DPW Campus Utilities Project to UPI Construction LLC.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with UPI Construction LLC on behalf of the City.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN
 DPW CAMPUS UTILITIES
 BID TABULATION
 NOVEMBER 13, 2024

Bid Item	New Description	Units	Quantity	UPA Construction LLC		Global Construction, Inc.		The Westcott Corp		VMI & Company, Inc.		MC Construction		RTS Construction, Inc.		A.M. O'Brien & Sons, Inc.		Hennrich Engineering & Grading, Inc.		
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
1	Mechanical Overhaul	LS	1	1,000.00	\$ 24,500.00	\$ 24,500.00	\$ 135,000.00	\$ 135,000.00	\$ 9,560.00	\$ 9,560.00	\$ 130,200.00	\$ 130,200.00	\$ 92,590.00	\$ 92,590.00	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
2	Traffic Control	LS	1	2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,040.00	\$ 9,040.00	\$ 8,800.00	\$ 8,800.00	\$ 7,800.00	\$ 7,800.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
3	Churn and Grout	LS	1	4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
4	Street Closures, Call Signs	LF	795	2.00	\$ 1,590.00	\$ 1,590.00	\$ 1,200.00	\$ 960.00	\$ 400.00	\$ 320.00	\$ 2,250.00	\$ 1,800.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00
5	Recess and Hanger Systems	EA	1	1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 960.00	\$ 400.00	\$ 320.00	\$ 2,250.00	\$ 1,800.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00
6	Trapping Pad	EA	1	1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 960.00	\$ 400.00	\$ 320.00	\$ 2,250.00	\$ 1,800.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00
7	Site Erosion	EA	1	1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 960.00	\$ 400.00	\$ 320.00	\$ 2,250.00	\$ 1,800.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00
8	Site Protection	EA	1	1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 960.00	\$ 400.00	\$ 320.00	\$ 2,250.00	\$ 1,800.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00	\$ 300.00	\$ 240.00
9	Scrub PVC Electrical, Small Boxes	LF	38	170.00	\$ 6,360.00	\$ 6,360.00	\$ 1,000.00	\$ 38,000.00	\$ 1,000.00	\$ 38,000.00	\$ 800.00	\$ 30,400.00	\$ 700.00	\$ 26,600.00	\$ 600.00	\$ 22,200.00	\$ 500.00	\$ 18,500.00	\$ 400.00	\$ 14,800.00
10	Scrub PVC Electrical, Large Boxes	LF	215	220.00	\$ 47,400.00	\$ 47,400.00	\$ 2,000.00	\$ 432,000.00	\$ 2,000.00	\$ 432,000.00	\$ 1,500.00	\$ 322,500.00	\$ 1,300.00	\$ 280,500.00	\$ 1,100.00	\$ 236,500.00	\$ 900.00	\$ 193,500.00	\$ 800.00	\$ 174,000.00
11	Scrub PVC Electrical, Meter Boxes	LF	1407	345.00	\$ 485,035.00	\$ 485,035.00	\$ 170.00	\$ 239,190.00	\$ 170.00	\$ 239,190.00	\$ 130.00	\$ 182,910.00	\$ 110.00	\$ 154,770.00	\$ 90.00	\$ 126,630.00	\$ 70.00	\$ 98,490.00	\$ 60.00	\$ 77,820.00
12	Scrub PVC Electrical, Meter Boxes	LF	117	345.00	\$ 40,365.00	\$ 40,365.00	\$ 170.00	\$ 19,950.00	\$ 170.00	\$ 19,950.00	\$ 130.00	\$ 15,210.00	\$ 110.00	\$ 12,870.00	\$ 90.00	\$ 10,530.00	\$ 70.00	\$ 8,190.00	\$ 60.00	\$ 6,850.00
13	Scrub PVC Electrical, Meter Boxes	LF	122	280.00	\$ 34,240.00	\$ 34,240.00	\$ 170.00	\$ 20,740.00	\$ 170.00	\$ 20,740.00	\$ 130.00	\$ 15,860.00	\$ 110.00	\$ 13,420.00	\$ 90.00	\$ 10,980.00	\$ 70.00	\$ 9,540.00	\$ 60.00	\$ 8,100.00
14	Scrub PVC Electrical, Meter Boxes	EA	1	2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
15	Scrub PVC Electrical, Meter Boxes	LF	11	270.00	\$ 2,970.00	\$ 2,970.00	\$ 1,000.00	\$ 11,000.00	\$ 1,000.00	\$ 11,000.00	\$ 750.00	\$ 8,250.00	\$ 650.00	\$ 7,150.00	\$ 550.00	\$ 6,050.00	\$ 450.00	\$ 4,950.00	\$ 400.00	\$ 4,400.00
16	Scrub PVC Electrical, Meter Boxes	LF	428	170.00	\$ 72,960.00	\$ 72,960.00	\$ 150.00	\$ 64,200.00	\$ 150.00	\$ 64,200.00	\$ 120.00	\$ 51,360.00	\$ 100.00	\$ 42,840.00	\$ 80.00	\$ 34,320.00	\$ 60.00	\$ 25,800.00	\$ 50.00	\$ 21,280.00
17	Scrub PVC Electrical, Meter Boxes	LF	185	250.00	\$ 46,250.00	\$ 46,250.00	\$ 250.00	\$ 46,250.00	\$ 250.00	\$ 46,250.00	\$ 200.00	\$ 37,000.00	\$ 170.00	\$ 31,450.00	\$ 150.00	\$ 27,750.00	\$ 130.00	\$ 24,050.00	\$ 110.00	\$ 20,350.00
18	Scrub PVC Electrical, Meter Boxes	EA	1	6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00
19	Scrub PVC Electrical, Meter Boxes	LF	44.5	300.00	\$ 13,350.00	\$ 13,350.00	\$ 150.00	\$ 6,675.00	\$ 150.00	\$ 6,675.00	\$ 120.00	\$ 5,325.00	\$ 100.00	\$ 4,485.00	\$ 80.00	\$ 3,645.00	\$ 60.00	\$ 2,805.00	\$ 50.00	\$ 2,265.00
20	Scrub PVC Electrical, Meter Boxes	EA	1	3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
21	Scrub PVC Electrical, Meter Boxes	EA	3	4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
22	Scrub PVC Electrical, Meter Boxes	EA	4	4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
23	Scrub PVC Electrical, Meter Boxes	EA	1	3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
24	Scrub PVC Electrical, Meter Boxes	EA	1	4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00
25	Scrub PVC Electrical, Meter Boxes	EA	204	70.00	\$ 14,280.00	\$ 14,280.00	\$ 60.00	\$ 12,240.00	\$ 60.00	\$ 12,240.00	\$ 50.00	\$ 10,200.00	\$ 40.00	\$ 8,160.00	\$ 30.00	\$ 6,120.00	\$ 20.00	\$ 4,080.00	\$ 15.00	\$ 3,040.00
26	Scrub PVC Electrical, Meter Boxes	EA	15	300.00	\$ 4,500.00	\$ 4,500.00	\$ 250.00	\$ 3,750.00	\$ 200.00	\$ 3,000.00	\$ 150.00	\$ 2,250.00	\$ 100.00	\$ 1,500.00	\$ 75.00	\$ 1,125.00	\$ 50.00	\$ 750.00	\$ 30.00	\$ 450.00
TOTAL					\$62,561.00	\$62,561.00	\$77,797.00	\$77,797.00	\$79,467.99	\$79,467.99	\$85,508.00	\$85,508.00	\$94,308.00	\$94,308.00	\$99,000.00	\$99,000.00	\$103,700.00	\$103,700.00	\$108,400.00	\$108,400.00



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/2025
REPORTS AND RECOMMENDATIONS	Authorization to Solicit and Receive Bids for the W. St. Martins Rd. Water Main Extension Project	ITEM NUMBER G. 2.

BACKGROUND

The W. St. Martins Rd. Water Main Extension Project is essential due to the scheduled WisDOT reconstruction of W. St. Martins Rd. (HWY 100) in 2025. This missing piece of water main is critical to get installed due to the new water tower being installed further north on S. Lovers Lane Rd. Completing the water main project before WisDOT’s work allows for open trenching along W. St. Martins Rd, avoiding the significantly higher costs of tunneling afterward.

Additionally, this project provides water main to existing residents who currently do not have access to water. Graef staff has determined that initial projected costs for this project is roughly \$750,000. Those residents will be assessed following the City’s assessment policy. If the decision is made to proceed with this project, an engineering report will be created, and a public hearing will be held.

STAFF RECOMMENDATION

Direct staff to advertise and bid on the W. St. Martins Rd. Water Main Extension Project. Note that the bids will be returned to the Common Council to award the contract.

FISCAL NOTE

The 2025 Water Budget has not been adopted and won’t be adopted until January 21, 2025. This project would include special assessments and will be partially repaid to the City following the City’s assessment policy. The Board of Water Commissioners discussed this project at the December 17, 2024 and decided to move forward with further funding discussions at a future meeting.

COUNCIL ACTION REQUESTED

Motion to authorize staff to advertise and bid on the W. St. Martins Rd. Water Main Extension Project, ensuring project completion before WisDOT begins its roadwork on HWY 100.



W. St. Martin Rd. Water Main Extension



Legend

- Parcels
 - Tax Parcels
- Administrative
 - Municipal Boundaries
- Street Labels

Notes

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 1/7/2025</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION TO AUTHORIZE FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC TO CONTINUE DESIGN OF THE RYAN ROAD TRUNK SEWER</p>	<p style="text-align: center;">ITEM NUMBER G.3.</p>

BACKGROUND

The original contract to design Ryan Road trunk sewer with Foth Infrastructure and Environment, LLC was approved by Common Council on May 16, 2023 for a fee of \$97,000 and instructed staff to work out a financing strategy for other City accounts to temporary loan this project to complete Phase 2. The council action sheet from the May 16th meeting, prepared by Glen Morrow, states that the sanitary sewer utility fund does not have adequate funds, the contingency fund only has approximately \$125,000 which would not cover the full amount of \$150,000 to complete the design to bid the project, and that a budget amendment would be needed to support this expense. The council action sheet from May 16, 2023 is attached.

To date, Foth has spent \$51,618.40 of the \$97,000 contract.

Ultimately, the Ryan Road Trunk Sewer Project is essential due to the scheduled WisDOT reconstruction of Ryan Road (HWY 100) in 2025. Completing the sewer project before WisDOT's work allows for open trenching across 76th Street, avoiding the significantly higher costs of tunneling afterward.

Additionally, this project supports anticipated development within Tax Incremental District (TID) No. 9, including Carma Laboratories' planned 225,000 sq. ft. headquarters and other potential commercial and residential developments. Delaying the project risks increased expenses, potential road-impact restrictions, and loss of development opportunities critical to the city's long-term growth strategy.

STAFF RECOMMENDATION

Approve Foth Infrastructure and Environment, LLC to continue design work required to bid the Ryan Road Trunk Sewer Project.

FISCAL NOTE

The approved contract amount of \$97,000 still has \$45,381.60 left for Foth Infrastructure and Environment, LLC to complete this section of sanitary sewer design and get the project out to bid. Therefore, no additional funding is required.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2025-_____, A Resolution to Authorize Foth Infrastructure And Environment, LLC to Continue Design of the Ryan Road Trunk Sewer.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO AUTHORIZE FOTH INFRASTRUCTURE
AND ENVIRONMENT, LLC TO CONTINUE DESIGN OF
THE RYAN ROAD TRUNK SEWER

WHEREAS, The Council approved a contract with Foth for \$97,000 on May 16, 2023.;
and

WHEREAS, the Ryan Road Trunk Sewer Project is essential due to the scheduled WisDOT reconstruction of Ryan Road (HWY 100) in 2025. Completing the sewer project before WisDOT's work allows for open trenching across 76th Street, avoiding the significantly higher costs of tunneling afterward; and

WHEREAS, this project supports anticipated development within Tax Incremental District (TID) No. 9, including Carma Laboratories' planned 225,000 sq. ft. headquarters and other potential commercial and residential developments. Delaying the project risks increased expenses, potential road-impact restrictions, and loss of development opportunities critical to the city's long-term growth strategy.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to allow Foth Infrastructure and Environment, LLC to proceed with design services.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	A Resolution to Authorize a Professional Services Contract with Foth Infrastructure and Environment, LLC to Design the Ryan Road Trunk Sewer for a Fee of \$150,000	ITEM NO. Ald. Dist. 1 H.10.

BACKGROUND

Carma Laboratories, Inc. has purchased 9410 S. 76th Street (TKN 884-9997-000) located on the northeast corner of S. 76th Street and W. Ryan Road for a new headquarters. They have been meeting with Staff with the stated purpose of starting construction this fall. More details are forthcoming and will involve a developer's agreement that will include a request for tax increment financing.

To keep pace on this schedule, there is a monumental sewer project that must be started to bring sewer to the site. Depending on the limits of the tax increment district, the sewer will start at the Ryan Creek Interceptor and need to be extended along W. Ryan Road to the west to serve additional developable properties.

ANALYSIS

Foth Infrastructure and Environment, LLC has closely examined this sewer system when they analyzed the removal of a masterplan trunkline sewer passing through property purchased by Franklin Schools. A selected alternate sewer would connect to the Ryan Creek Interceptor approximately 1,000 feet east of S. 76th Street then split to extend another 3,000 feet west of S. 76th Street and also 1,600 feet north of W. Ryan Road. The exact location and lengths would be developed in the early phases of Foth's design while communicating with Staff and Carma Laboratories.

There is a special clause (V.B.- page 3) in the Foth contract that would pause the design efforts should Carma Laboratories not proceed as anticipated. The design efforts would not be wasted, but the data and design could be used when the sewer is eventually constructed.

It is anticipated that any construction contract would not be awarded until all of the financing with the Carma project is finalized.

This Foth scope entails two phases.

\$97,000- Phase 1, project management / coordination, site visit / data collection, field survey, wetland delineation, and preliminary design

\$53,000- Phase 2: easement descriptions / title searches, agency permitting, final design, plan preparation, specification preparation, bidding phase services and opinion of probable cost preparation.

\$150,000- total amount of effort needed to receive bids.

OPTIONS

- A. *Authorize Foth to start the design of the Ryan Road Trunk Sewer by completing Phase 1 only for \$97,000 (see fiscal note below). This is not enough work to bid the project. The project would return to Common Council when financing is determined to complete the design.*
- B. *Authorize Foth to complete the design of the Ryan Road Interceptor Sewer for \$150,000 and solicit contractors to bid the project. The project would return to Common Council to award the construction contract.*
- C. *No action at this time and return for consideration when the financing for the entire project is developed. This option would not allow Carma Laboratories to complete their project in their desired timeframe.*
- D. *Instruct Staff to work out a financing strategy for other City accounts to temporary loan this project and return with a budget amendment*

FISCAL NOTE

The design of this project was not anticipated in the 2023 budget. An appropriate account for this project would be the Sanitary Sewer fund but that utility does not have adequate funds on-hand because of the construction of the Industrial Park Lift Station.

Finance Staff recommends that the contingency fund be used, but the contingency only has approximately \$125,000. Should Common Council decide to start with this project before financing for the Carma project is developed, Staff recommends that only Phase 1 (\$97,000) be authorized at this time, leaving approximately \$28,000 in contingency. These funds could be refunded to the general budget when financing for the Carma Labs is determined.

Should Common Council decide to authorize the entire design at this time, the contingency fund is not sufficient. Common Council would need to direct Staff to return with a budget amendment that allows the contingency fund, or other fund to support this expense.

Regardless of option A or B, there are other various funds that could loan for this project until funding for the tax increment financing is established. To keep a sufficient balance in contingency, Common Council could direct staff to return with a budget amendment to address this loan.

RECOMMENDATION

At the wish of the Common Council. Choose option A or B, with/without option D. OR choose option C. *(A resolution has been prepared for either option A or B)*

Engineering Department: GEM

[Choose Option (A) or Option (B)]

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC TO

- (A) *START THE DESIGN OF THE RYAN ROAD TRUNK SEWER FOR A PROFESSIONAL FEE OF \$97,000*
 - (B) *DESIGN THE RYAN ROAD INTERCEPTOR FOR A FEE OF \$150,000*
-

WHEREAS, the City of Franklin desires for all development in the City to be served with public water and sewer; and

WHEREAS, there is development being planned for the vicinity of S. 76th Street and W. Ryan Road that has no public sanitary sewer; and

WHEREAS, Foth Infrastructure and Environment, LLC has closely examined this sewer system in this area and is a well-qualified engineering firm capable of this project; and

WHEREAS, a sanitary sewer project in this vicinity needs to start before development agreements are finalized to accommodate development timelines.

(A) NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize Foth Infrastructure and Environment, LLC for Phase 1 of a professional services contract to start the design of the Ryan Road Trunk Sewer for a professional fee of \$97,000.

(B) NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize Foth Infrastructure and Environment, LLC for a professional services contract to design of the Ryan Road Trunk Sewer for a professional fee of \$150,000

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Foth Infrastructure and Environment, LLC on behalf of the City.

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

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

APPROVED:

ATTEST:

Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

A G R E E M E N T

Engineering Services Ryan Road Trunk Sewer Sanitary Sewer

This AGREEMENT, made and entered into this ___ day of May, 2023, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Foth Infrastructure and Environment, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 7044 South Ballpark Drive Ste 200, Franklin, Wisconsin 53132.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide engineering services for the Ryan Road Trunk Sewer with new sewer along Ryan Road from the Ryan Creek Interceptor to St. Martins Road (CTH "H"), along the east side of the Red Cap development and along S. 80th Street south of Ryan Road.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

CONTRACTOR shall provide services to CLIENT for design and construction phase engineering services as described in CONTRACTOR's proposal to CLIENT dated May 10, 2023.

- A. annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or

professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$150,000 for design fee. Construction phase services will be prepared following the design and an amendment to this agreement covering those additional costs will be provided for approval by the CLIENT. Services will be provided at the hourly billing rates based upon actual effort, subject to the terms detailed.

- A. The CLIENT may, at their option, authorize work for each phase listed in Attachment A separately due to funding constraints
- B. 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.
- C. Total price will not exceed budget of \$150,000 for design services. 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.
- D. 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.
- E. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Dan Snyder CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. The CLIENT reserves the right to indefinitely pause work on the project with written notice. Resumption of any remaining work shall be at the current hourly billing rates in effect at the time the project is reauthorized. The fee in II B shall be adjusted according. Upon such project pause, 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 pausing, 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.
- C. 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.
- D. 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,
B. Automobile Liability	\$1,000,000 combined single limit
C. Umbrella	\$5,000,000
D. Worker's Compensation and Employers' Liability	Statutory
E. Professional Liability- Errors & Omissions	\$2,000,000 per claim and in the aggregate

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of June 1, 2023. It is the intent of the CLIENT to award a construction contract in late summer/early fall 2023.

IX. DISPUTES

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. **Professionalism.** The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. **Pursuant to Law.** Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. **Conflict of Interest.** CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. **This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.**

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

BY: _____

BY: *Thomas J. Ludwig*

PRINT NAME: John R. Nelson

PRINT NAME: Thomas J. Ludwig

TITLE: Mayor

TITLE: State Operations Director

DATE: _____

DATE: 5/11/2023

BY: _____

BY: _____

PRINT NAME: Karen L. Kastenson

PRINT NAME: Carrie L. Voskuil

TITLE: City Clerk

TITLE: Contracts Manager

DATE: _____

DATE: _____

BY: _____

PRINT NAME: Tom Bakalarski

TITLE: Interim Controller and Treasurer

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____



"ATTACHMENT A"

Ballpark Commons Office Building
7044 S Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336 7900
foth.com

May 11, 2023

Mr. Glen Morrow, PE
City Engineer/Director of Public Works
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

RE: Engineering Services Proposal
Ryan Road Trunk Sewer

Dear Glen,

We greatly appreciate the opportunity to provide professional engineering services for the above referenced public infrastructure improvements. It is our understanding that the city anticipates authorizing design by June 1, 2023, with construction to start in fall of 2023.

Scope

Design Engineering

Foth will provide professional design engineering services for the Ryan Road Trunk Sewer project which includes approximately 4,000 LF of 15" sanitary sewer extending west along Ryan Rd (STH 100) from the existing Ryan Creek Interceptor (RCI) to the St. Martins Road (CTH "H") intersection, approximately 1800 LF of 8" sanitary sewer in an easement along the east side of the Red Cap property, and approximately 600 LF of 8" sanitary along S 80th Street, as shown on the attached map. This proposal estimates engineering services fees through bidding and award recommendation. Construction engineering services are also proposed on an hourly basis per our standard hourly rates in effect at the time of construction. In general, design services will include

- Project Management
- Obtain relevant City/County/WDOT documents
- Confirm sanitary sewer sizing
- Identification of necessary easements, preparation of up to eight (8) descriptions and exhibits
- Title reports for up to eight (8) parcels
- Identification of possible environmentally sensitive and/or contaminated areas
- Obtain soil boring information already obtained along the route (no additional soil borings are anticipated)
- Site visits and field topographic survey
- Identify existing site conditions and as-built information

- Agency and permitting applications (MILW CO, WDNR, WDOT, MMSD)
- Coordination with Milwaukee County for 76th Street and CTH "H" and WDOT for STH "100"
- Progress meetings with City staff/weekly project status reports
- Wetland delineations. Previous wetland delineations were limited to the existing right of way along STH 100
- Design and preparation of plans & specifications that will include construction, erosion control, and traffic controls and preparation of details as necessary, plan and profiles for sanitary sewer construction
- Construction access and staging plan
- Prepare engineer's estimate of probable costs
- Bidding services include submittal of advertisement for bid to trade and local publications, posting on Quest, answer prospective bidder questions, issue any addendums, attend the bid opening, analyze the bid tab, prepare a letter of recommendation and prepare contract documents

Note Special Assessments preparation, if needed, to be done by the City

Construction Engineering Services

Both proposes to provide customary construction engineering services for the project. Since the final designs have not been determined and contractor production rates can vary greatly, we are proposing that the following services be provided on a standard hourly rate basis

- Schedule and conduct a preconstruction meeting
- Construction staking
- Monitor quality control and adherence to the project plans and specifications
- Field observation will be on site during all pipe laying and significant activities
- Log and confirm with the contractor's foreman all contract pay quantities
- Monitor and log any changed site conditions encountered during construction
- Monitor that specified erosion control and dust control operations are utilized by the contractor
- Coordinate field measurements for accurate record drawing preparation
- Record drawing preparation

Fees

We propose to provide our services on an hourly basis in accordance with the enclosed charge out schedule. We estimate the design fees to be approximately \$150,000 depending on the extent of wetland permitting and easement requirements. Fees are listed below by phase

Phase 1 \$97,000

Phase 2 \$53,000

Phase 1 includes project management/coordination, site visit/data collection, field survey, wetland delineation and preliminary design

Mr. Glen Morrow P.E.
Engineering Services Proposal
Ryan Road Trunk Sewer/RED CAP Sewer/80th St. Sewer Service

Phase 2 includes easement descriptions/title searches, agency permitting, final design, plan preparation, specification preparation, bidding phase services and opinion of probable cost preparation

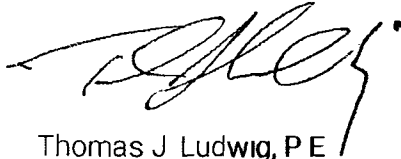
Agreement to Proceed

It is understood that the services will be provided under the City's standard contract form previously transmitted. Foth will proceed with work upon contract authorization from the City.

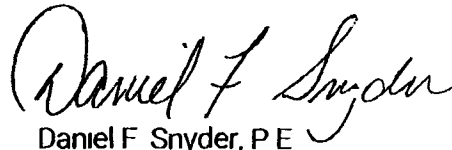
Upon approval of this proposal, Foth will prepare a separate contract for professional engineering design and construction services.

Thank you again for allowing us to work with you on this important infrastructure project for the City. If you have any questions regarding our proposal, please call us at 262-939-0209 (Dan) and 414-313-3784 (Tom).

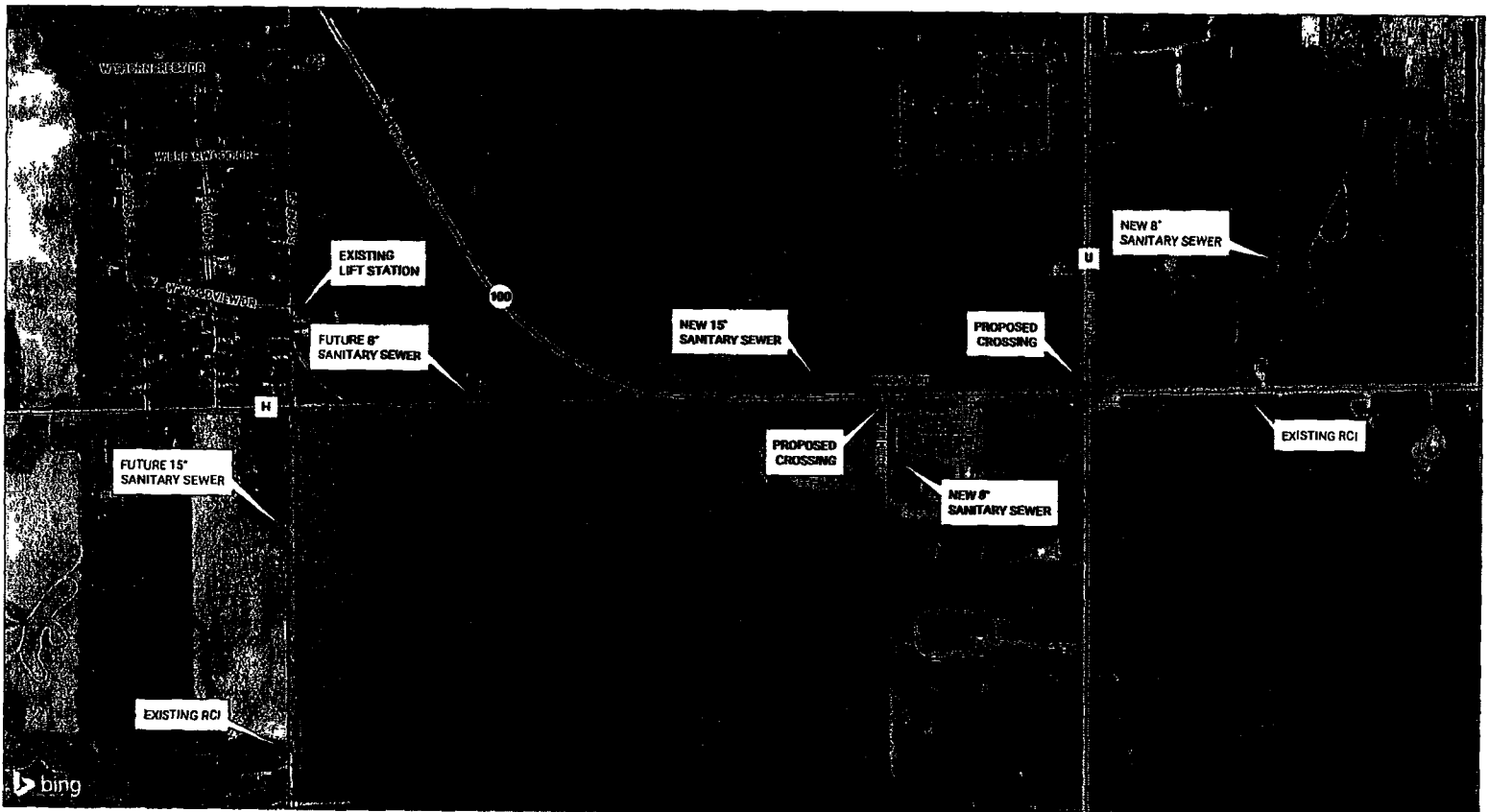
Sincerely,
Foth Infrastructure & Environment, LLC



Thomas J. Ludwig, P.E.
Client Director



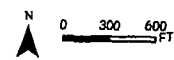
Daniel F. Snyder, P.E.
Lead Civil Engineer/Client Manager



MAY 2023

CITY OF FRANKLIN
 RYAN ROAD TRUNK SEWER

—— PROPOSED SANITARY SEWER
 > SEWER FLOW DIRECTION



FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2023 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - \$175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62

REIMBURSABLE EXPENSES

1. All equipment, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate. Field Service vehicle mileage will be reimbursed based on \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 1/7/25</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Approval to participate in an Intergovernmental Agreement for Fire and Rescue Training Facilities and Services with the City of Wauwatosa Fire Department</p>	<p style="text-align: center;">ITEM NUMBER G. 4.</p>

Background

The Fire Department is seeking council approval to participate in an Intergovernmental Agreement (IGA) with the City of Wauwatosa Fire Department for usage of training facilities and services. This IGA has been in existence since 2015 and has been expanded to include the majority of the fire departments within Milwaukee County.

In 2025, the Franklin Fire Department is planning to begin participation in the "Joint Fire Training Academy" (JFTA) for the training of new recruit firefighters. This program is hosted by the Wauwatosa Fire Department and the majority of suburban fire departments are sending newly hired firefighters to take part in this worthwhile program. This academy provides realistic, hands-on training that revolves around the standard operating procedures adopted countywide by all fire departments who are part of the "Shared Services" automatic mutual aid program. Since the program's inception, the Wauwatosa Fire Department has invested in constructing a training facility with multiple props that realistically simulate multiple fire scenarios for training purposes. Additionally, this program will allow a Franklin Fire Department Lieutenant to serve as an instructor during the recruit training academy and all FFD personnel to join in periodic, "In Service" training evolutions at the Wauwatosa training grounds to refresh and learn new skills throughout the year.

It is extremely important for our department to support continuous professional development and up-to-date training so our personnel continue to provide the highest level of service to the community. It is also a very important factor in recruitment and retaining current employees.

Fiscal Note

Funding for participation in this initiative is included in the fire department's adopted 2025 operating budget.

COUNCIL ACTION REQUESTED

Request Common Council Approval to participate in an Intergovernmental Agreement for Fire and Rescue Training Facilities and Services with the City of Wauwatosa Fire Department

Fire: JCM

**CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR TRAINING FACILITIES AND SERVICES
RELATING TO FIRE/RESCUE AND EMERGENCY MEDICAL SERVICES**

This Intergovernmental Cooperation Agreement (“Agreement”), dated 10/04/2021, is entered into pursuant to Section 66.0301 Wis. Stats. by and between the City of Wauwatosa, (“WUFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, the City of Brookfield (“CBFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, the City of West Allis (“WAFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, the City of St. Francis (“SFFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, the City of Greenfield (“GFFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, the City of Oak Creek (“OCFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, the City of Cudahy (“CFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, the City of Franklin (“FFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, Milwaukee County Fire Department (“MCFD”), and the North Shore Fire Department, (“NSFD”) a fire and emergency services department jointly owned and operated, by the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood, Whitefish Bay, and the City of Glendale, (all Wisconsin municipal corporations). The Fire Departments are individually or collectively referred to hereafter as DEPARTMENT or DEPARTMENTS.

WHEREAS:

- A. Each DEPARTMENT recognizes that sharing resources, including training facilities and related services, promotes the cost effective and efficient use of public resources.
- B. The DEPARTMENTS have specifically identified that sharing of training facilities, equipment and personnel will mutually benefit the communities they serve by reducing the amount of staff and equipment required by each DEPARTMENT, allowing the DEPARTMENTS to share in the strength and expertise maintained by their respective training personnel and innumerable other ways.
- C. The DEPARTMENTS desire to enter into an AGREEMENT to establish procedures for sharing training facilities, equipment, materials and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

- 1. The DEPARTMENTS agree to share resources from time to time and to the extent mutually agreed by the DEPARTMENTS. Each DEPARTMENT shall appoint a representative (each may appoint one or more such representatives) who shall have authority to approve the sharing of specific resources as the requests arise. Each DEPARTMENT will notify in writing the other of the appointed representative(s).

2. Representatives of the DEPARTMENTS shall meet at least annually to discuss the facilities, resources and potential projects that may impact this AGREEMENT.
3. The DEPARTMENTS agree to abide by policies adopted by representatives of the DEPARTMENTS for use of facilities and equipment. All policies applicable to the facility and related equipment will be provided to the Fire Chief of each participating agency at least annually and when added to and/or updated.
4. The types of resources to be shared include but are not limited to:
 - Training Staff may train staff from the other DEPARTMENT;
 - Training structures, props, and equipment, may be borrowed and operated by the other DEPARTMENT
5. If resources are requested by one DEPARTMENT (USER DEPARTMENT) from the other (PROVIDING DEPARTMENT), the PROVIDING DEPARTMENT will provide a cost estimate for those resources, if requested. Reasonable overhead costs may be included. The participating DEPARTMENTS shall agree on the charges before the work is performed or the equipment shared.
6. Services, equipment or material will be provided upon reasonable request at mutually convenient times and locations. The PROVIDING DEPARTMENT has the sole discretion to honor a request and may refuse to do without any obligation to the USER DEPARTMENT. Equipment or personnel shall be returned at the PROVIDING DEPARTMENT'S request as soon as reasonably possible.
7. The PROVIDING DEPARTMENT shall maintain an accurate accounting of reimbursable charges, track expenditures and provide an itemized bill to the USER DEPARTMENT if applicable.
8. The DEPARTMENTS shall reconcile the amounts owed to each other at least every 30 days and, when practical, offset the respective charges rather than exchanging payments.
9. Each DEPARTMENT will provide funding in accordance as outlined in the chart below annually for the maintenance and upkeep of the training facility located at 11100 W. Walnut Rd. WAUWATOSA will the DEPARTMENTD for this cost. WAUWATOSA will segregate the funds from general operating and capital funds and designate these funds specifically for training facility. This obligation to make annual maintenance payments shall continue as long as WAUWATOSA allows the use of its training facility by the DEPARTMENTD. If WAUWATOSA terminates the Agreement under No. 16 below, then the DEPARTMENTS shall be entitled to a refund of their

respective annual capital expense fee, prorated to the amount of time remaining in the current annual period. All contributions will increase annually by the Milwaukee area total CPI for the previous calendar year not to exceed 2%.

Capital Expenses (Annual) 2025									
NSFD	WUFD	WAFD	SFFD	CBFD	MCFD	GFFD	OCFD	CFD	FFD
\$6,240	\$6,240	\$3,120	\$2,080	\$5,200	\$2,080	\$6,240	\$6,240	\$2,080	\$2,080
Instructor Fee (if students enrolled in JFTA and no instructor availability)									
NSFD	WUFD	WAFD	SFFD	CBFD	MCFD	GFFD	OCFD	CFD	FFD
\$0	\$0	\$0	\$1,040	N/A	\$1,040	\$0	\$0	\$1,040	\$1,040
Expendable Supplies (Per student enrolled in JFTA)									
NSFD	WUFD	WAFD	SFFD	CBFD	MCFD	GFFD	OCFD	CFD	FFD
\$200	\$200	\$200	\$200	N/A	\$200	\$200	\$200	\$200	\$200

10. WAUWATOSA has complete discretion on the potential change of use of the property at 11100 W. Walnut Rd. This agreement does not imply ownership of the property or related facilities and equipment on the property by the DEPARTMENTS.
11. Contribution of funds in addition to the annual payment identified in #9 above for the training facilities, props and related equipment must be mutually agreed to by all the parties.
12. Nothing in this AGREEMENT shall alter the employment status of any employees providing services under this AGREEMENT. Such employees shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. The USER DEPARTMENTS shall not be responsible for any salaries, wages, compensation or benefits for the PROVIDING DEPARTMENT'S employees performing services to a USER DEPARTMENT under this AGREEMENT.
13. Each DEPARTMENT shall be solely responsible for its own acts and those of its employees under this AGREEMENT. The employees that may provide services under this AGREEMENT shall continue to be the employees of his or her employing DEPARTMENT and shall be covered by his or her employing DEPARTMENT for purposes of worker's compensation, unemployment insurance, benefits under ch. 40 Wisconsin statutes and any civil liability. Any employee while receiving or providing training services under this AGREEMENT is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing DEPARTMENT.
14. None of the DEPARTMENTS shall be responsible or liable for consequential damages to the other DEPARTMENTS arising out of providing or using training services or resources, equipment or services under this AGREEMENT.

15. Each DEPARTMENT has insurance covering the facilities and equipment that may be used by the other DEPARTMENT. The parties agree to hold each other harmless for damages to property, damage to or loss of equipment, injury to personnel or repayment of compensation arising as a result of services or use of resources under the AGREEMENT. Each DEPARTMENT will provide a copy of this signed AGREEMENT to its insurance carrier and confirm in writing that its facilities and equipment are adequately insured while shared under this AGREEMENT. The general liability and automobile liability policies covering each DEPARTMENT are to contain, or be endorsed to contain, the following provisions:

(WUFD/CBFD/WAFD/SFFD/MCFD/NSFD/GFFD/OCFD/CFD/FFD), its elected and appointed officials, officers, employees or authorized representatives, are to be provided additional insured status as respects: liability arising out of activities performed and vehicles owned, leased, hired or borrowed. The coverage shall contain no special limitations on the scope of protection afforded to (WUFD/CBFD/WAFD/SFFD/MCFD/NSFD/GFFD/OCFD/CFD/FFD), its elected and appointed officials, officers, employees or authorized representatives.

16. The parties acknowledge that each is a governmental entity entitled to governmental immunity under the common law and under Sections 893.80, 345.05, and 895.52 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Sections 893.80, 345.05, and 895.52 of the Wisconsin Statutes or any amendments thereof. The parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law.
17. This Agreement may be amended at any time by unanimous consent of the parties as determined by the governing units of the parties.
18. Additional entities may become parties to this Agreement upon acceptance and execution of this Agreement, and sending the executed Agreement to all parties.
19. This Agreement shall be binding for not less than one (1) year from its effective date. Thereafter, this Agreement shall automatically renew annually. However, any party may withdraw from the Agreement by providing written notice no later than July 1st. The withdrawal shall not be effective until January 1st of the following year after notice thereof has been served upon or sent to all other parties. The withdrawal from this Agreement shall not affect a party's liability or obligation under the terms of this Agreement. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties. The Agreement may be

terminated at any time after the initial duration of the Agreement by unanimous consent of the parties as determined by the governing units of the parties. For the purposes of this paragraph, notice shall be delivered to each DEPARTMENT'S Fire Chief.

20. Each party shall defend, indemnify and hold harmless and defend the other party and its officials, officers, departments, agencies, committees, board members, representatives, employees, agents, contractors and attorneys (collectively, "INDEMNIFIED PARTIES") against any and all liability, loss, claims, demands, adverse administrative law violations, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses (including reasonable attorney fees and all other costs and expenses of litigation), of every kind and description, or damage to persons or property of others, arising out of or in connection with, or occurring during, the course of this Agreement where such liability is founded upon or occurring out of, the acts or omissions of that DEPARTMENT, its agents, assigns, or employees. Each party agrees to protect itself and the other party under this indemnity agreement with the insurance coverages and securities set forth in this agreement. To the extent that indemnification is available and enforceable, it is agreed the parties or their insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.
21. Survival of Provisions. All indemnification obligations of each party under this Agreement shall survive the expiration or earlier termination of this Agreement with respect to any and all claims and causes of action arising from events occurring prior to the expiration or termination of this Agreement. Such obligations shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire.
22. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement. Each of the parties declare that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraph, or other parts have been declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard any invalidation.
23. This Agreement shall be effective upon proper approval and execution hereof by at least two parties. The effective date shall be the date upon which the second party executed the Agreement. As to all subsequently added parties, the effective date shall be the date upon which the newly added party properly executed the Agreement.

NOW, THEREFORE, in acknowledgement of the acceptance of this Agreement, each of the parties have caused this CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR TRAINING FACILITIES AND SERVICES RELATING TO FIRE/RESCUE AND EMERGENCY MEDICAL SERVICES to be duly executed in its name and behalf by its authorized representatives, who have signed with concurrence of a majority of its governing board.

END OF TERMS – SIGNATURE PAGE FOLLOWS

CITY OF WAUWATOSA

James Case

10/04/2021

James Case, Fire Chief

Date

CITY OF FRANKLIN

John R. Nelson, Mayor

Date

ATTEST:

Shirley J. Roberts, City Clerk

Date

Danielle Brown, Director of Finance & Treasurer

Date

Approved as to form:

Jesse A. Wesolowski, City Attorney

Date

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE January 7, 2025</p>
<p align="center">REPORTS AND RECOMMENDATIONS</p>	<p align="center">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</p>	<p align="center">ITEM NUMBER G.5.</p>

A copy of 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, is annexed hereto.

COUNCIL ACTION REQUESTED

A motion to adopt 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.

ORDINANCE NO. 2025-_____

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

WHEREAS, applications to become a member of the Environmental Commission have declined over the years, and there currently are three vacancies on the Environmental Commission, with no applications having been received to potentially fill same; and

WHEREAS, considering the powers and duties of the Environmental Commission and the need for same to be undertaken and processed, and also the powers and duties of the Parks Commission, which additionally is a statutorily recognized governmental body pursuant to Wis. Stat. § 27.08 City park board, powers, it is efficient to transfer the powers and duties of the Environmental Commission and its current bare quorum membership to the Parks Commission for the operation and processing of such powers and duties; and

WHEREAS, the Common Council having considered the operational benefits of transferring the Environmental Commission powers and duties and its existing membership to the Parks Commission for the performance of necessary services and having determined that the proposed amendments will serve to provide an efficient method of delivering such services 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: §10-7 Parks Commission, A. Membership, of the Municipal Code of the City of Franklin, Wisconsin, pertaining to the Parks Commission Membership, paragraph (1) only, is hereby amended to read as follows *[note deletions appear in strike-through text, additions appear in double-underlined text, unchanged text is not highlighted]*:

- (1) The Parks Commission shall consist of ~~seven~~eleven members, including ~~one~~two Aldermanpersons and ~~six~~nine citizens, all appointed by the Mayor and subject to confirmation by the Common Council. The term of the Aldermanperson members shall be one year, only while in the office of Aldermanperson, and expiring upon the April 30 following the appointment. The citizen members shall be appointed for three-year terms, expiring upon April 30 of the third year following the appointment, excepting that the initial appointments shall provide for two members to serve a one-year term and two members to serve a two-year term,

expiring upon the April 30 of the first year and second year following such appointments, respectively. The Parks Director and the Principal Planner shall provide technical and staff assistance to the Commission.

SECTION 2: §10-7 Parks Commission, E. Powers and duties, of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to add a subsection (3) to read as follows:

- (3) In addition to the foregoing powers and duties, upon the transfer of the powers and duties of the Environmental Commission to the Parks Commission, effective upon _____, 2025, the Parks Commission also shall:
- (a) Review and recommend policies and procedures regarding City efforts to perform recycling and composting in the City as may be required from time to time due to changes in state laws, regulations or funding.
 - (b) Make recommendations regarding environmental issues of concern to the City.
 - (c) Monitor federal and state laws and policies regarding environmental issues as they relate to the City.
 - (d) Promote interest in obtaining grants to assist the City in environmental matters.
 - (e) Promote citizen participation in events concerning environmental issues.
 - (f) In addition to the specified powers and duties set forth in the foregoing Subsection (3)(a) through (e), the Commission shall review and recommend upon such matters as are directed to it by the Common Council.

SECTION 3: §10-14 Environmental Commission, of the Municipal Code of the City of Franklin, Wisconsin, in conjunction with the transfer of the Environmental Commission powers and duties and its current members positions to the Parks Commission, for the continuation thereof therewith pursuant to this Ordinance, be and the same is hereby rescinded and repealed.

SECTION 4: 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.

ORDINANCE NO. 2025-____

Page 3

SECTION 5: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 6: 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 _____

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 01/07/2025</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 30 FOOT PRIVATE PLANTING SCREEN PLAT RESTRICTION, UPON LOT 16 IN BLOCK 8 OF SOUTHWOOD EAST SUBDIVISION (3651 W SHERWOOD DRIVE) (DALE & ABBIE GILEWSKI, APPLICANTS)</p>	<p style="text-align: center;">ITEM NUMBER G. 6.</p>

At its December 19, 2024 meeting the Plan Commission recommended approval of a resolution authorizing the installation of a fence within the 30 foot Private Planting Screen plat restriction, upon Lot 16 in Block 8 of Southwood East Subdivision (3651 W Sherwood Drive) (Dale & Abbie Gilewski, Applicant).

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

COUNCIL ACTION REQUESTED

A motion to approve Resolution No. 2025-_____, a resolution authorizing the installation of a fence within the 30 foot Private Planting Screen plat restriction, upon Lot 16 in Block 8 of Southwood East Subdivision (3651 W Sherwood Drive) (Dale & Abbie Gilewski, Applicants).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE
WITHIN THE 30 FOOT PRIVATE PLANT SCREENING PLAT RESTRICTION, UPON
LOT 16 IN BLOCK 8 OF THE SOUTHWOOD EAST SUBDIVISION
(3651 WEST SHERWOOD AVENUE)
(DALE & ABBIE GILEWSKI, APPLICANT)

WHEREAS, the Southwood East Subdivision Plat prohibits the building of structures within the 30 foot “Private Plant Screening” described thereon; and

WHEREAS, Dale and Abbie Gilewski having applied for a release of the 30 foot “Private Plant Screening” easement restriction upon their property to the extent necessary to install a fence within the restricted area upon the property located at 3651 W Sherwood Avenue, such property being zoned R-6 Suburban Single-Family Residence District, bearing Tax Key No. 879-0275-000, is more particularly described as follows:

Lot 16, in Block 8, in SOUTHWOOD EAST, being a subdivision of the Southeast 1/4 and the Southwest 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the 30 foot “Private Plant Screening” easement restriction upon the Final Plat for Southwood East Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the request for the release of the 30 foot “Private Plant Screening” easement restriction only so as to allow for the subject fence installation, and having considered the proposed location of and type of fence to be installed upon the subject property in conjunction with existing and required landscaping on the property, and that the proposed fence will not be readily visible from the adjoining highway or create any adverse impact upon the aesthetic or buffering purposes of the landscape bufferyard.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of proposed fence of the type and

specifications as described and only upon the location as set forth within the plans accompanying the application of Dale and Abbie Gilewski filed on November 19, 2024 be and the same is hereby authorized and approved and that the "Private Plant Screening" easement restriction as it would otherwise apply to such installation upon the subject property only, is hereby waived and released, with the following additional condition:

1. The applicant must receive a Special Exception Permit from the Wisconsin Department of Transportation for the fence installation prior to obtaining building permits.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject fence and that the subject fence shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

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

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

Item E.1.

Meeting of December 19, 2024

Miscellaneous, Fence installation within planting strip

RECOMMENDATION: City Development staff recommends approval with conditions of this request to allow for the installation of a shed within the 30-foot Planting Strip upon Lot 16 in Block 8 of the Southwood East Subdivision.

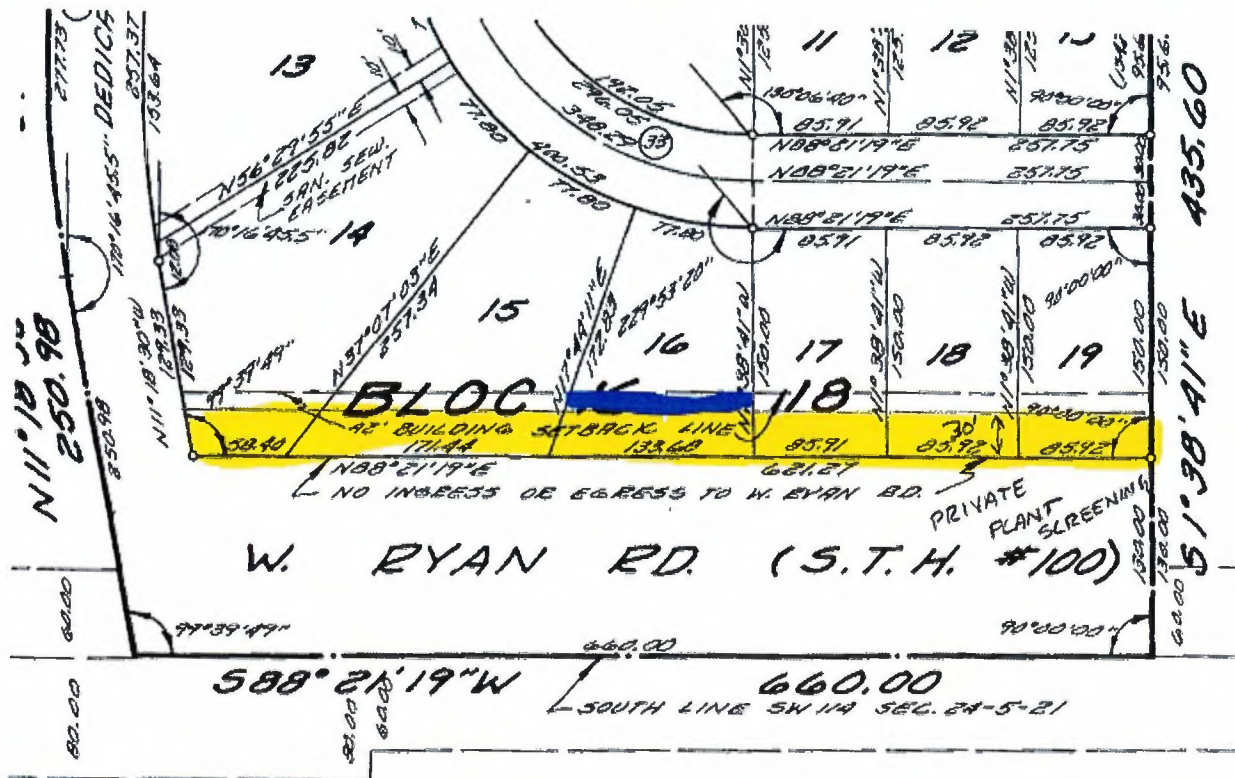
Project name:	Gilewski – Fence installation within planting strip
Property Owner:	Gilewski, Dale & Abbie
Applicant:	Gilewski, Dale & Abbie
Property Address/TKN:	4107 W. Barnwood Court / 880 0021 000
Aldermanic District:	District 4
Zoning District:	R-6 Suburban Single-Family Residence District
Staff Planner:	Luke Hamill, Associate Planner

Project Description/Analysis

This request is to allow for a fence within the 30 foot “Planting Strip” upon Lot 16 in Block 8 of the Southwood East Subdivision. The Southwood East Addition Subdivision Final Plat was approved by the Common Council and contains a 30 foot “Planting Strip” for all lots abutting West Ryan Road. The property owner is proposing to install a fence within this area and would like release of the plat restriction.

The applicant is proposing a 6-foot high approximately 11 feet from the rear lot line. This structure would encroach into the planting strip indicated on the plat. It’s worth noting that this structure would also encroach into the required 42-foot building setback from the Ryan Road right-of-way line.

The recorded plat has a note that prohibits structures “between the highway and the setback line” (see below). Wisconsin Administrative Code Hy. 33.08(1) (now Trans 233) states that “provided that the local unit of government shall allow no variances or exceptions for platted areas abutting state trunk highways without prior approval of the commission”, the commission is the Wisconsin Department of Transportation (DOT). City Development staff recommends that the applicant receive a Special Exception Permit from Wisconsin Department of Transportation prior to obtaining building permits.



Detail of the Southwood East plat.
 Planting strip in yellow, setback line in blue.

Note that the planting strip is located on platted lots 14 through 19 while the berm is located on the Ryan Road right-of way. Staff acknowledges that the proposed fence would likely not be visible from Ryan Road.



View of the berm on the north side of Ryan Road, from sidewalk looking west.
 Photograph by City Development staff.

Site compliance

City Development staff visited the site on December 11 and didn't notice any site compliance issues with the subject lot.

Staff Recommendation:

City Development staff recommends approval of this request to allow for the installation of a fence within the 30-foot Planting Strip upon Lot 16 in Block 8 of the Southwood East Subdivision, subject to the condition in the draft resolution.



Date: December 5, 2024
To: Dale & Abbie Gilewski
From: Department of City Development. Luke Hamill, Associate Planner.
RE: Staff Comments, 3651 W Sherwood Drive / 879 0275 000

Please be advised that city staff has reviewed the above application resubmitted on November 19, 2024, for a request to release the plat restriction for the installation of a fence within the private planting screen on lot located at 3651 W Sherwood Drive / 879 0275 000. The following comments are for your review and consideration.

City Development Comments

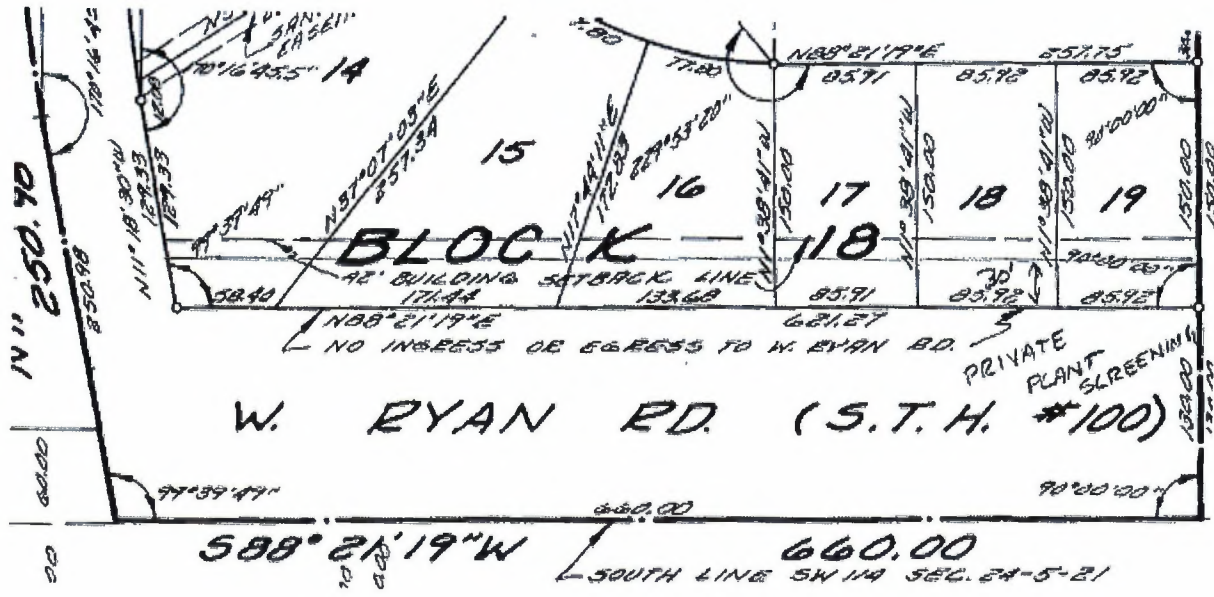
This application is scheduled for the December 19th Plan Commission Meeting and the January 7th Common Council Meeting.

Please provide 11 copies of the application materials (Application, Project Narrative, Survey) to the Department of City Development by 4:30 PM on Monday, December 9, 2024.

Wisconsin Department of Transportation Comments

On the subdivision plat for your property, there is a 42-foot Highway Building Setback (screenshot below), which prohibits certain structures from being installed within that setback without a Special Exception from Wisconsin DOT. Please see this email from Jorge Salazar-Oyarce attached with this email.

We will add receiving the Special Exception from WisDOT as a Condition of Approval in the final resolution. Please Contact Mr. Salazar-Oyarce for more information about their special exception process.



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



APPLICATION DATE: _____

STAMP DATE: _____ city use only _____

MISCELLANEOUS APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME:	Abbie Gilewski / Dale Gilewski	NAME:	
COMPANY:		COMPANY:	
MAILING ADDRESS:	3651 Sherwood drive	MAILING ADDRESS:	
CITY/STATE:	Franklin, WI	ZIP:	53132
PHONE:	414 739 5686	PHONE:	
EMAIL ADDRESS:	gilewski633@gmail.com	EMAIL ADDRESS:	

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS:	3651 Sherwood drive	TAX KEY NUMBER:	879 0275000
PROPERTY OWNER:	Abbie & Dale Gilewski	PHONE:	414 739 5686
MAILING ADDRESS:	3651 Sherwood drive	EMAIL ADDRESS:	abbie.windus@gmail.com
CITY/STATE:	Franklin, WI	ZIP:	53132
		DATE OF COMPLETION:	office use only

APPLICATION MATERIALS

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

- This application form accurately filled out with signature or authorization letters (see below).
- \$210 Application fee payable to the City of Franklin
- Word Document Legal description for the subject property.
- Three (3) Project Narratives
- Other information as may be deemed appropriate for the request
- Email or flash drive with all plans/submittal materials.

Submission of Application for review is not a guarantee of approval.

Plan Commission, Community Development Authority and/or Common Council review and approval may be required.

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)

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

PROPERTY OWNER SIGNATURE:		APPLICANT SIGNATURE:	
NAME & TITLE:	Abbie Gilewski	DATE:	11/19/24
PROPERTY OWNER SIGNATURE:		APPLICANT REPRESENTATIVE SIGNATURE:	
NAME & TITLE:		DATE:	

Legal Description

Southwood East, Block 18, Lot 16

Project Narrative (Email from Mr. Gilewski)

We are fencing from the house down the side lot lines and stopping at 30' from the rear lot line due to the easement. (Which is where the appeal is coming in) I would wish to finish the 19 feet of the sides to finish BEHIND my shed that is already there and stands 11 feet from my rear lot line. And then going east to west finish my rear (south) fence 11 feet from lot line to meet up with the other side fence while finishing that side also another 19 feet so all matches up at 11 feet from rear lot line. The picture below you will see the original quote from fencing company and my plans. We cooperating with the red lines I drew that will stop 30' from rear then finish with this appeal which will leave the rear fence behind my shed and 11 feet from lot line. Let me know if you need anything else or other questions please. I'm only asking for me to be able to fence behind my shed so that structure is in the yard and not fenced out. The rear side (south) end will be 11 feet from the lot line. Thank you.



Just directly behind me shed and straight across. My shed is the little black block structure you see on bottom right of picture



We are fencing from the house down the side lot lines and stopping at 30' from the rear lot line due to the easement and in compliance with our current Permit This is a 6 ft privacy wood fence

Our proposal for the appeal,

We wish to finish the 19 feet of the sides, running north/south on the west and east lot lines to finish BEHIND our shed that is already there. The rear of the shed stands 11 feet from my rear lot line (We have also attached the previous approval for the shed by previous owners) We want the side fences to enclose the yard behind the shed to utilize it

In addition, running east/west, finish my rear (south) fence 11 feet from lot line The privacy fence's length would enclose the yard from the east lot line to the west lot line I'm only asking for an additional 19 feet into the easement to be able to fence behind my shed so that structure is in the yard and not fenced out. There are also floodlights and a sprinkler system that would be fenced OUT with the current restrictions. We have 3 young children and 3 dogs that we want to ensure their safety with the busy road. The privacy fence would also help with reducing light, debris, and wind but most importantly our children's safety

The fence will be finished by DW Fencing company who has already built the first half of the fence.

We are also submitting a Special Exemption application with WISDOT to build the privacy fence as indicated by attached emails with Luke Hamill

Thank you for your time

Abbie and Dale Gilewski



GOLD CREST

HURLEY ENGINEERING SERVICE, INC.

BROOKFIELD, WISCONSIN



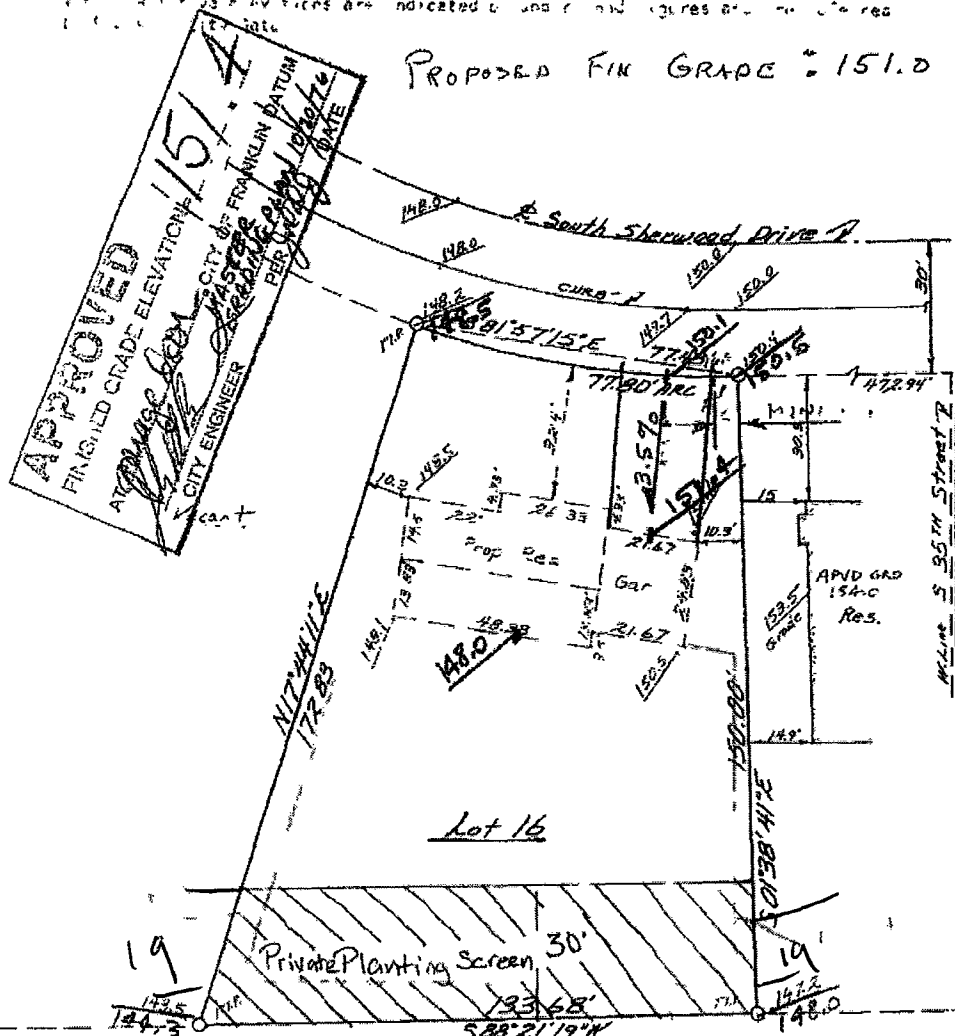
ENGINEERS

LAND SURVEYORS

3651 W SHERWOOD DR.
PLAT OF SURVEY #3360

DESCRIPTION: L. 1/4 Sec 17, So 1/2 E. 1/4 Sec 17, T. 15 N., R. 12 E., S. 4th Range, 2d E. 1/4 of Fran. Co., Waukesha County, Wis.

PROPOSED FIN GRADE = 151.0



APPROVED
 FINISHED GRADE ELEVATION 151.0
 AT THE CITY OF BROOKFIELD, WISCONSIN
 CITY ENGINEER
 PER ORDER OF DATE

NOTHING IS ALLOWED WITHIN THE PRIVATE SCALES 1"=30' WITHIN THE PRIVATE PLANTING SCREEN - WITHOUT APPROVAL FROM PLANNING - PLEASE CONTACT PLANNING

I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY ITS EXTERIOR BOUNDARIES THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS IF ANY

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

NOT VALID UNLESS SEAL IS IMPRESSED HERE.

DATED AT Brookfield THIS 6TH DAY OF October 19 76 SIGNED: Edward A. Hurley
 REGISTERED WISCONSIN LAND SURVEYOR NO 1185
 PHONE: 414-782-8799





shed

Subject: Ryan Road bulding setback

?

Salazar-Oyarce, Jorge - DOT <jorge.salazaroyarce@dot.wj.gov>
to Luke Hamill

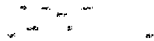
Luke

You can build a fence but the owner of the property would have to fill a special exception request form and get it approved by WisDOT. If it is an open fence you can just build it, but without a special exception document. let me know if you have any questions

Thanks

Jorge Salazar
DOT Consultant
SE Region
(262) 548-5695

2 Attachments • Scanned by Gmail



 special-exception-r



 Prohibited Improve.





- Mail
 - Compose
 - Inbox 615
 - Starred
 - Snoozed
 - Sent
 - Drafts 30
 - More
- Chat
- Meet

Labels



Begin forwarded message

From: Abbie Windus <abbie.windus@gmail.com>
Date: December 8, 2024 at 7:30:28 PM CST
To: "Abbie L. Gilewski" <agilewski@kenosha.org>
Subject: Fwd: Staff Comments - 12-5-2024 - Miscellaneous - 3651 W Sherwood Drive

Abbie Gilewski
 Sent from my iPhone

Begin forwarded message

From: Luke Hamill <L.Hamill@franklinwi.gov>
Date: December 5, 2024 at 4:20:30 PM CST
To: Dale Gilewski <GILFWSK1633@gmail.com> abbie.windus@gmail.com
Subject: Staff Comments - 12-5-2024 Miscellaneous - 3651 W Sherwood Drive

Good Afternoon Dale and Abbie

Attached are two things. One is your staff comments for your miscellaneous application. The second is an email for an air their Highway Building Setback that is delineated on the subdivision plat. I will be adding that you receive the Special Ex

Please contact Mr. Salazar-Oyarce about this process.

Please provide 12 copies of your application materials (application survey) to the Department of City Development by Monday, January 7th Common Council Meeting.

Thank you

Luke Hamill
 Associate Planner - Department of City Development
 City of Franklin
 9229 W Loomis Road
 Franklin, WI 53132

Department (414) 425-4024 / Direct Line (414) 427 7662
L.Hamill@franklinwi.gov

WisDOT SPECIAL EXCEPTION REQUEST (s. 86.074)

5/2024

Wisconsin Department of Transportation

Subdivision	
Subdivision Name Southwood East	Lot(s) 16
County Milwaukee	Highway(s)
Section/Town/Range	
Municipality (City, Village, or Township) Franklin, WI	

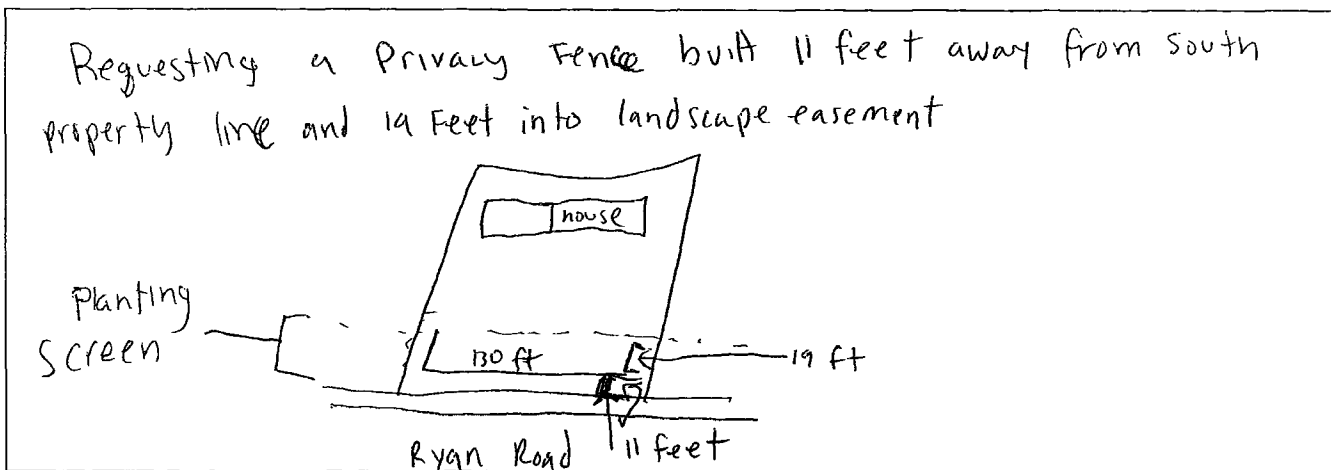
Submitter (Property Owner)	
Submitter Name Abbie Giltowski	
Company Name (if applicable) DW Fence	
Address 3651 W Sherwood Drive Franklin WI 53132	
Email abbie.windus@gmail.com	

s. 86.074(1): "The construction or placement of structures and improvements is prohibited without a special exception permit issued by the department [WisDOT]. 'Improvement' means any permanent addition to or betterment of real property that involves the expenditure of labor or money to make the property more useful or valuable. 'Improvement' includes parking lots, parallel driveways, surface or sub-surface utility structures, storm water facilities, loading docks, in-ground swimming pools, wells, septic systems, retaining walls, signs, buildings, building appendages such as porches, and drainage facilities. 'Improvement' does not include terraces, patios, landscaping, or open fences."

Under **s. 86.074(2)(e)(2)**, a property owner must sign a Waiver of Damages to be granted a special exception. This document is drafted by WisDOT, and states that the owner waive any claim or right to compensation related to any structure or improvement constructed or placed in the highway setback area if any portion of the highway setback area is used for highway purposes within 20 years of the date of issuance of the special exception.

List Requested Improvement(s) Below

Also attach a sketch showing the improvement(s) location(s) relative to the subdivision and state trunk highway



Submit this completed form to the Subdivision Reviewer at the WisDOT regional office for the region in which the subdivision is located. For a list of contacts, see <https://wisconsin.dot.gov/Documents/doing-bus/real-estate/access-mgmt/trans233-reviewers.pdf>.

WisDOT INTERNAL USE ONLY

Submittal Complete <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Received	Date Time Limit Expires	Time Extension Granted
Special Exception(s) for the above Improvement(s) approved by		Date	
Comments			
Waiver of Damages Drafted by		Date	DOT File Number



CITY OF FRANKLIN
BOARD OF ZONING AND BUILDING APPEALS
MINUTES
August 17, 2011

Approved
September 21, 2011

I. ROLL CALL

Acting Chairman Nickerson called the August 17, 2011 regular meeting of the Board of Zoning and Building Appeals to order at 6:30 p.m. in the Lower Level Conference Room of Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.

Present were Acting Chairman Nickerson and Members English, Knackert, Megna, and Adams. Also present was Senior Planner Fuchs.

II. APPROVAL OF MINUTES

A. Minutes of the Regular Meeting held July 20, 2011

Member English moved and Member Megna seconded approval of the minutes of the regular meeting held July 20, 2011. All voted 'aye', motion carried.

III. HEARINGS

A. CASE NO. 2011-06
3651 West Sherwood Drive
Wayne D. and Gail N. Berczyk
3651 West Sherwood Drive
Franklin, WI 53132

The hearing was opened at 6:35 p.m. Wayne Berczyk, 3651 West Sherwood Drive, was sworn in and presented the proposed project. No one else came forward in favor or opposition to the appeal. The hearing closed at 6:39 p.m.

IV. The Board may enter in CLOSED SESSION pursuant to Section 19.85(1) (a), WI Statutes for deliberations.

Member English moved and Member Adams seconded to move the Board into Closed Session at 6:40 p.m., pursuant to Section 19.85(1) (a), WI Statutes for deliberations and then to reconvene into Open Session at the same place thereafter. Upon roll call vote, motion carried. Upon roll call in Closed Session, all members present at the beginning of the meeting were present.

V. RECONVENE INTO OPEN SESSION

Member English moved and Member Knackert seconded to reconvene the Board into Open Session. Upon voice vote, all voted 'aye', motion carried. Upon roll call in Open Session, all members present at the beginning of the meeting were present. The meeting entered Open Session at 6:41 p.m.

VI. ACTION OF APPEALS

- A. CASE NO. 2011-06 Wayne D. and Gail N. Berczyk
3651 West Sherwood Drive

Member English moved and Member Knackert seconded a motion to grant approval of a variance from Section 15-3.0801B and Table 15-3.0207 of the Unified Development Ordinance to locate an 8' x 15' shed 6'-4" from the east or side property line, and 11'-4" from the south or rear property line, accepting the Findings and Factors as presented by the applicant.

Upon voice vote, those voting to approve the variance request were Members English, Knackert, Megna, and Adams. Therefore, with a vote of '4 to 0', the variance request was granted.

VII. ANNOUNCEMENT: Next meeting September 21, 2011.

No action needed, none taken.

VIII. ADJOURNMENT

Member English moved and Member Knackert seconded to adjourn the regular meeting of the Board of Zoning and Building Appeals at 6:46 p.m. All voted 'aye', motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/07/2025
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING THE INSTALLATION OF A SHED WITHIN THE 30 FOOT PRIVATE PLANTING SCREEN PLAT RESTRICTION, UPON LOT 2 IN SOUTHWOOD EAST ADDITION NO. 2 SUBDIVISION (4107 W BARNWOOD COURT) (MARK ANHALT, APPLICANT)	ITEM NUMBER G. 7.

At its December 19, 2024 meeting the Plan Commission recommended approval of a resolution authorizing the installation of a shed within the 30 foot Private Planting Screen plat restriction, upon Lot 2 in Southwood East Addition No. 2 Subdivision (4107 W Barnwood Court) (Mark Anhalt, Applicant).

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

COUNCIL ACTION REQUESTED

A motion to approve Resolution No. 2025-_____, a resolution authorizing the installation of a shed within the 30 foot Private Planting Screen plat restriction, upon Lot 2 in Southwood East Addition No. 2 Subdivision (4107 W Barnwood Court) (Mark Anhalt, Applicant).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING THE INSTALLATION OF A SHED
WITHIN THE 30 FOOT PLANTING STRIP PLAT RESTRICTION, UPON
LOT 2 IN SOUTHWOOD EAST ADDITION NO. 2 SUBDIVISION
(4107 WEST BARNWOOD COURT)
(MARK ANHALT, APPLICANT)

WHEREAS, the Southwood East Addition No. 2 Subdivision Plat prohibits the building of structures within the 30 foot “Planting Strip” described thereon; and

WHEREAS, Mark Anhalt having applied for a release of the 30 foot “Planting Strip” easement restriction upon their property to the extent necessary to install a shed 8 feet from the south line of the property which abuts West Ryan Road and within the restricted area upon the property located at 4107 West Barnwood Court, such property being zoned R-6 Suburban Single-Family Residence District, bearing Tax Key No. 880-0028-000, is more particularly described as follows:

Lot 2, in Block 22, in SOUTHWOOD EAST ADDITION NO. 2, being a subdivision of a part of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the 30 foot “Planting Strip” easement restriction upon the Final Plat for Southwood East Addition No. 2 Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

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

WHEREAS, the Common Council having considered the request for the release of the 30 foot “Planting Strip” easement restriction only so as to allow for the subject shed installation, and having considered the proposed location of and type of shed to be installed upon the subject property in conjunction with existing and required landscaping on the property, and that the proposed shed will not be readily visible from the adjoining highway or create any adverse impact upon the aesthetic or buffering purposes of the landscape bufferyard.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Mark Anhalt filed on November 20, 2024, be and the same is hereby authorized and approved and that the "Planting Strip" easement restriction as it would otherwise apply to such installation upon the subject property only, is hereby waived and released.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject fence and that the subject fence shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

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

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

Item E.2.

Meeting of December 19, 2024

Miscellaneous, Shed installation within planting strip

RECOMMENDATION: City Development staff recommends approval of this request to allow for the installation of a shed within the 30-foot Planting Strip upon Lot 2 of the Southwood East Addition No. 2 Subdivision.

Project name:	Anhalt –shed installation within planting strip
Property Owner:	Anhalt, Mark and Sheryl
Applicant:	Anhalt, Mark
Property Address/TKN:	4107 W. Barnwood Court / 880 0021 000
Aldermanic District:	District 4
Zoning District:	R-6 Suburban Single-Family Residence District
Staff Planner:	Luke Hamill, Associate Planner

Project Description/Analysis

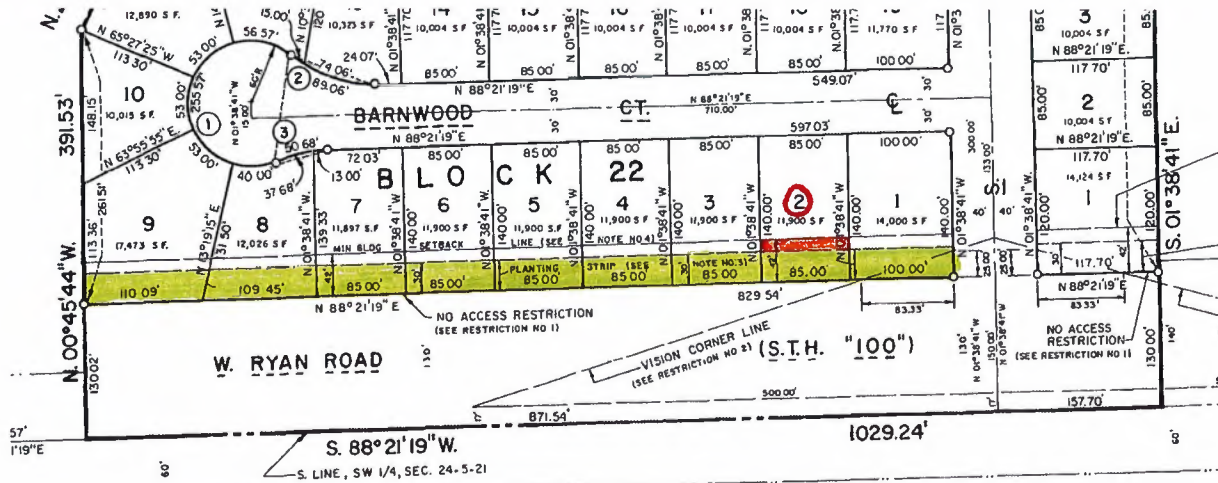
This request is to allow for a shed within the 30 foot “Planting Strip” upon Lot 2 in Southwood East Addition No. 2 Subdivision. The Southwood East Addition No. 2 Subdivision Final Plat was approved by the Common Council on March 3, 1987 by Resolution No. 87-2848 and contains a 30 foot “Planting Strip” for all lots abutting West Ryan Road. The property owner is proposing to install a a shed within this area and would like release of the plat restriction.

The applicant is proposing a shed (10 ft by 10 ft) approximately 8 feet from the rear lot line. This structure would encroach into the planting strip indicated on the plat. It’s worth noting that this structure would also encroach into the required 42-foot building setback from the Ryan Road right-of-way line.

The recorded plat has a note that prohibits structures “between the highway and the setback line” (see below). Wisconsin Administrative Code Hy. 33.08(1) (now Trans 233) states that “provided that the local unit of government shall allow no variances or exceptions for platted areas abutting state trunk highways without prior approval of the commission”, the commission is the Wisconsin Department of Transportation (DOT). However, sheds without a permanent foundation are not subject to this Highway Setback Line determination. Therefore, the shed does not require special permitting and is allowed within the 42-foot setback.

- 4. Minimum building setback requirements as required by Wisconsin Administrative Code Hy 33.08. Said code states: "There shall be no structures placed between the highway and the setback line."**

The Subdivision Development Agreement for Southwood East Addition No. 2 required that the City Engineer approve the design of the planting screen.



24-5-21
WITH BRASS PLUG WITH CROSS
T&T F PL ANF COORDINATES:

UNPLATTED LANDS

Detail of the Southwood East Add. No. 2 plat.

Planting strip in green, setback line in red.

Note that the planting strip is located on platted lots 1 through 9 while the berm is located on the Ryan Road right-of-way. The white fence in the picture below is located near the right-of-way line. Staff acknowledges that the proposed shed would likely not be visible from Ryan Road.



View of the berm on the north side of Ryan Road, from sidewalk looking west.

Photograph by City Development staff.

Site compliance

City Development staff visited the site on December 11 and didn't notice any site compliance issues with the subject lot.

Staff Recommendation:

City Development staff recommends approval of this request to allow for the installation of a shed within the 30-foot Planting Strip upon Lot 2 of the Southwood East Addition No. 2 Subdivision.



Date: December 5, 2024
To: Mark & Sheryl Anhalt
From: Department of City Development. Luke Hamill, Associate Planner.
RE: Staff Comments, 4107 W Barnwood Court / 880 0021 000

Please be advised that city staff has reviewed the above application resubmitted on November 20, 2024, for a request to release the plat restriction for the installation of a shed on lot located at 4107 W Barnwood Court / 880 0021 000. The following comments are for your review and consideration.

City Development Comments

This application is scheduled for the December 19th Plan Commission Meeting and the January 7th Common Council Meeting.

Please provide 11 copies of the application materials (Application, Project Narrative, Special Exception Permit, Survey) to the Department of City Development by 4:30 PM on Monday, December 9, 2024.

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



APPLICATION DATE: _____

STAMP DATE: _____ city use only _____

MISCELLANEOUS APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]		APPLICANT IS REPRESENTED BY [CONTACT PERSON]	
NAME: Mark Anhalt		NAME:	
COMPANY:		COMPANY:	
MAILING ADDRESS: 4107 W. Barnwood Court		MAILING ADDRESS:	
CITY/STATE: Franklin, WI	ZIP: 53132	CITY/STATE:	ZIP:
PHONE: 414-218-9231		PHONE:	
EMAIL ADDRESS: mahanalt@wi.rv.com		EMAIL ADDRESS:	

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 4107 W. Barnwood Ct., Franklin	TAX KEY NUMBER: 886 0621 000
PROPERTY OWNER: Mark Anhalt	PHONE: 414-218-9231
MAILING ADDRESS: 4107 W. Barnwood Ct	EMAIL ADDRESS: mahanalt@wi.rv.com
CITY/STATE: Franklin WI	DATE OF COMPLETION: 11/20/2024
ZIP: 53132	office use only

APPLICATION MATERIALS

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

- This application form accurately filled out with signature or authorization letters (see below).
- \$210 Application fee payable to the City of Franklin
- Word Document Legal description for the subject property.
- Three (3) Project Narratives
- Other information as may be deemed appropriate for the request
- Email or flash drive with all plans/submittal materials.

Submittal of Application for review is not a guarantee of approval.

Plan Commission, Community Development Authority and/or Common Council review and approval may be required.

SIGNATURES

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

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

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

PROPERTY OWNER SIGNATURE: 	DATE: 11/20/24	APPLICANT SIGNATURE:	DATE:
NAME & TITLE: Mark Anhalt		NAME & TITLE:	
PROPERTY OWNER SIGNATURE:		APPLICANT REPRESENTATIVE SIGNATURE:	
NAME & TITLE:	DATE:	NAME & TITLE:	DATE:



Property Information



Parcel Number:
880-0021-000

Physical Address:
4107 BARNWOOD CT W

Municipality:
Franklin, City of

Owner Name:
ANHALT, MARK
4107 W BARNWOOD CT
FRANKLIN, WI 53132

Legal Description:
SOUTHWOOD EAST ADD NO 2 BLK
22 LOT 2

Land Use:
Residential

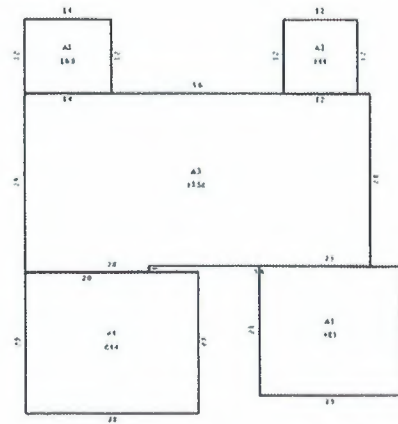
Date of Inspection:

Neighborhood: 2414-Franklin

Property Photograph:



Property Sketch:



Parcel Sketch and Site Map obtained from the County GIS

Building Description: 880-0021-000- 1

Year Built: 1989 Building Type/Style: 01-Ranch Story Height: 1 Grade: C+ CDU/Overall Condition: Very Good Interior Condition: Same Kitchen Condition: Average Bath Condition: Average	Exterior Wall: 04-Alum/Vinyl Bedrooms: 3 Full Baths: 2 Half Baths: 0 Room Count: 4 Basement Description: Full Basement Heating: Air Conditioning - Same Ducts Type of Fuel: Gas Type of System: Warm Air				
Square Footage / Attachments:					
Finished Basement Living Area: 0 First Story: 1,588	Total Living Area: 1,588				
Attachment Description(s): 33-Concrete Patio 33-Concrete Patio 13-AFG	Area: 168 144 483				
Feature Description(s): 22-Additional Fixiure 05-Metal Fireplace	Area: 1 1				
Permit / Construction History:					
Date of Permit: 5/6/2014	Permit Number: 14-0926	Permit Amount: \$504	Details of Permit: ACREPLACE		
Ownership / Sales History:					
Date of Sale: 6/1/1993 6/1/1998	Sale Document: 	Purchase Amount: \$137,100 \$149,900	Sale Validity: Valid Valid	Conveyance Type: 	Sale Type: Land and Improvements Land and Improvements
Land Data - Land Item: 1					
Land Class: A-Residential Pricing / Unit of Measure: Gross Square Footage: 11,892 Depth: Land Value: \$66,700	Land Sub-Class: A-Residential Primary Site Acresage: 0.273 Frontage: Width:				
Total Improvement Value:					\$279,400
Total Land Value:					\$66,700
Total Assessed Value:					\$346,100

Project Narrative – 4107 W. Barnwood Court, Franklin, WI

Application for Release

I am applying for a release of the planting strip restriction so I can place a fence at the back of my property at 4107 W. Barnwood Court. This fence would adjoin the pre-existing fences of my neighbors at 4101 and 4113 W. Barnwood Court (both neighbors have already signed release forms allowing me to attach my proposed fence to theirs at the back of my property).

Additionally, I am requesting permission to place a 10' x 10' shed in the southwest corner of my property, to be placed at least 8' from my neighbors (4113) property line to the west of my property, and at least 8' from the rear of my property/the "planting strip".



Key reasons for wanting to place a fence in my backyard include:

- With crime moving out from the city, a fence would at least slow down anyone attempting to access my property from Ryan Road.
- As I also wish to place a shed and a garden in my backyard, a fence would slow down potential vandals as well as wildlife which could damage my garden and/or shed.

Key reasons for wanting to place a shed in my backyard include:

- To make more room in my garage for vehicles by removing equipment (lawn mower, snowblower, rototiller, air compressor, bicycles, etc.), tools (shovels, rakes, lawn roller, etc.) and other miscellaneous non-automotive items (ex., bags of lawn fertilizer, mulch, etc.)
- Once removed from my garage, I will need an enclosed, lockable shed to protect the equipment and tools detailed above.

Specific plans for the fence and shed.

- Current plans for the fence will be to install a 6' high wood fence, very similar to the fences already installed on the adjacent properties to the East and West of my property. This fence will only be placed at the rear of my property. I have no current plans to construct or adjoin my neighbor's fences near the front of my property.
 - If available at a reasonable price, I may also consider a 6' high wood "like" fence made from weather resistant materials to decrease the need for maintenance.
- Current plans are to have constructed on sight a 10' x 10" wooden sided shed. This shed will be painted to match the front siding of my home at 4107 W. Barnwood Court.

Planting Strip/Berm

Finally, I would like to mention...the "planting strip"/berm has been in place for approximately 20 years, and there has been absolutely zero (0) maintenance of this strip during this time. (see picture below). In fact, it is currently overgrown with weeds and poplar trees. The City of Franklin initially promised a wall, similar to what was placed on the properties adjacent to Rawson Road when that road was widened, but that obviously never happened.



I had originally (prior to the widening of Ryan Road) planted 30+ arborvitae along the back of my property (see pictures below) to act as a fence of sorts, which at the time the berm was constructed were each 4' to 6" high. However, when the berm was constructed, the city saw fit to cut down most of my arborvitae across the back of my lot, which a city representative later admitted was "probably unnecessary". The other picture below shows the two remaining arborvitae which were not cut down. As you can see in relation to my neighbor's fence (to the East), these arborvitae are now between 15' – 20" tall. If all my arborvitae had been left in place, this would have greatly reduced (but not eliminated) any need or desire for a fence at the rear of my property.



Finally, it is clear from the "Plat of Survey" both of my neighbor's fences lie well within the planting strip and building setback line as established in 1989 (long before either fence or shed were constructed). Since both neighbors were given permits to place their fences after the 1989 Plat of Survey, and my neighbor to the West was also given a permit for a wood shed structure, it makes little sense to me to have my request for a release from the planting strip restriction to erect a fence and shed of my own.



Luke Hamill

From: mganhalt@wi.rr.com
Sent: Wednesday, November 20, 2024 11:56 AM
To: Luke Hamill
Subject: FW: Special Exception Request Form | 4107 Barnwood Ct, Franklin | WIS 100

Luke;

Below is the email I mentioned to you....the one I received from WI DOT

Mark Anhalt
4107 W. Barnwood Court, Franklin, WI 53132
mganhalt@wi.rr.com
414-218-9231
Ora et labora

From: Salazar-Oyarce, Jorge - DOT <jorge.salazaroyarce@dot.wi.gov>
Sent: Wednesday, October 9, 2024 11:14 AM
To: mganhalt@wi.rr.com
Cc: Elkin, Robert - DOT <Robert.Elkin@dot.wi.gov>
Subject: RE: Special Exception Request Form | 4107 Barnwood Ct, Franklin | WIS 100

Mark,

You will need the special exception for the fence only, moveable sheds without pads or footings do not need an special exception. Please re-write the form, clarifying that the request is for the fence and not the moveable shed.

Thanks.

From: mganhalt@wi.rr.com <mganhalt@wi.rr.com>
Sent: Tuesday, October 8, 2024 12:13 PM
To: Erickson, Kolin A - DOT <kolin.erickson@dot.wi.gov>
Cc: Salazar-Oyarce, Jorge - DOT <jorge.salazaroyarce@dot.wi.gov>
Subject: RE: Special Exception Request Form | 4107 Barnwood Ct, Franklin | WIS 100

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Kolin & Jorge:

Just following up on the information I sent you on 9/26 in an effort to get permission to build a small shed in my backyard. I would love to get the shed in place before the snow flies if at all possible, so please let me know if need any additional information to provide the permission I need to move forward.

Sincerely,

Mark Anhalt
4107 W. Barnwood Court, Franklin, WI 53132
mganhalt@wi.rr.com
414-218-9231
Ora et labora

From: mganhalt@wi.rr.com <mganhalt@wi.rr.com>
Sent: Thursday, September 26, 2024 2:03 PM
To: 'Erickson, Kolin A - DOT' <kolin.erickson@dot.wi.gov>
Cc: 'Salazar-Oyarce, Jorge - DOT' <jorge.salazaroyarce@dot.wi.gov>
Subject: RE: Special Exception Request Form | 4107 Barnwood Ct, Franklin | WIS 100

Kolin & Jorge:

Attached you will find the completed Special Exception Request Form to request permission to place a shed in my backyard. I've attached additional information as requested.

Please let me know if you have any questions or if you need any additional information.

Mark Anhalt
4107 W. Barnwood Court
Franklin, WI 53132
mganhalt@wi.rr.com
414-218-9231
Ora et labora

From: Erickson, Kolin A - DOT <kolin.erickson@dot.wi.gov>
Sent: Friday, September 20, 2024 12:57 PM
To: mganhalt@wi.rr.com
Cc: Salazar-Oyarce, Jorge - DOT <jorge.salazaroyarce@dot.wi.gov>
Subject: Special Exception Request Form | 4107 Barnwood Ct, Franklin | WIS 100

Mark,

Following up with you from our phone call earlier today.

Please see attached special exception request form to consider placement of a structure (in this case a storage shed) within the subdivision setback area of your property from WIS 100/Ryan Rd.

Complete this form and submit to our Subdivision Plat Reviewer (Jorge Salazar-Oyarce) who is cc'd above. He may also be reached at 262.548.5695 if you have questions.

For more information on Special Exceptions, please visit:

[Wisconsin Department of Transportation Subdivisions abutting the state highway system \(wisconsin.gov\)](http://wisconsin.gov)

Thank you,



Kolin Erickson

Planning & Access Management – SE Region
Division of Transportation System Development

Wisconsin Department of Transportation

(262) 548-5882 office

kolin.erickson@dot.wi.gov

wisconsin.gov



Document Number
**SPECIAL EXCEPTION PERMIT FOR HIGHWAY SETBACK
AREA AND WAIVER OF DAMAGES**

Wisconsin Department of Transportation
DT1989 7/2024

The undersigned is the owner(s) of the lands described as
Southwood East Addition No 2 BLK 22 Lot 2

The State of Wisconsin, Department of Transportation (WisDOT) hereby agrees to
and grants a special exception to allow in the highway setback area as set forth in s
86.074, Wisconsin State Statutes, of the above described lands the following
structure(s) or improvement(s)

The location(s) of the requested structure(s) or improvement(s) is

Fence is placed approximately 9-feet north of the South property line of lot 2
abutting West Ryan Road STH 100. Subdivision Southwood East Addition No 2
BLK 22 lot 2

See exhibit A.

In the event that the State of Wisconsin, Department of Transportation requires the
acquisition of any property interest within the highway setback area within twenty
years of the department's signing of this document, or within the period set forth in a
recorded renewal of this agreement, the State will pay just compensation for the
land as if the above-described structure(s) or improvement(s) did not exist.

The undersigned hereby agree(s) to waive any claim or right to compensation,
relocation assistance, or damages associated with the department's acquisition of
improvement, including any damage to property outside the setback caused by removal of the structure or improvement in the
setback that was allowed by special exception. The department may not pay damages for any structure or improvement that is
subject to a valid special exception and waiver under s 86 074(2)(e)(2)

The undersigned further agree(s) that the above conditions shall apply to and bind their heirs, executors, administrators, successors,
and assigns. This waiver is binding upon future owners of the property and runs with the land.

IN WITNESS WHEREOF the undersigned owner(s) of the above-described premises have caused these covenants to be reduced to
writing and signed by them

Tony J. Barten
(WisDOT Representative Signature)
Tony J BARTN
(Print Name, Title)
10/28/24
(Date)

State of Wisconsin)
)
)
_____ County)

On the above date, this instrument was acknowledged
before me by the named person(s)

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Mark Anhalt
(Property Owner Signature)
Mark Anhalt
(Print Name, Title)
11/19/24
(Date)

Sheryl Anhalt
(Property Owner Signature)
Sheryl Anhalt
(Print Name, Title)
11/19/2024
(Date)

State of Wisconsin

WAUKESHA County

On the above date, this instrument was acknowledged before me by the
named person(s)

Donald J. Moore
(Signature, Notary Public)

Donald J. Moore
(Print or Type Name, Notary Public)

12/21/2027
(Date Commission Expires)

This space is reserved for recording data
Return to
Wisconsin Department of Transportation
SE Region
141 NW Barstow St
PO Box 798
Waukesha, WI 53187-0798
Attn: Jorge Salazar Oyarce
Parcel Identification Number/Tax Key Number
8800021000

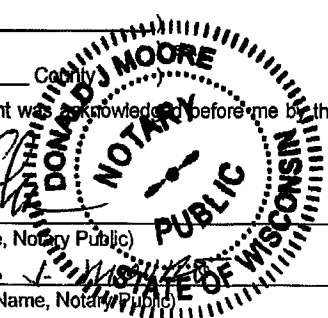


EXHIBIT A



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/07/25
REPORTS & RECOMMENDATIONS	Results of the Department of Public Works Sale of Surplus Vehicles & Equipment	ITEM NUMBER G.8.

The following are the results of the sale of Department of Public Works surplus equipment through Auction Associates on December 14th, 2024:

EQUIPMENT	AUCTION SALE PRICE
2008 Ford Taurus, VIN #84274	4,000.00
2011 Ford F150, VIN #23900	2,750.00
2016 Ford F150 XL, VIN #48057	11,500.00
2018 Ford Explorer, VIN #33938	4,750.00
<i>Other Dept Vehicles:</i>	
2020 Ford Explorer Hybrid, VIN #67296 – Police Dept	4,500.00
2020 Ford Explorer Hybrid, VIN #67298 – Police Dept	5,250.00
2020 Ford Explorer Hybrid, VIN #67297 – Police Dept	5,300.00
2003 Chevrolet Suburban, VIN #74148 – Engineering Dept	4,100.00
2014 Ford Explorer, VIN #26000 – Engineering Dept	3,750.00
Sub-Total	\$45,900.00
Auction Fee/Commission	-\$4,590.00
Tow Away Fee	-\$0
Fuel/Other Fee	-\$116.00
Total	\$41,194.00

COUNCIL ACTION REQUESTED

This item is for Council review only, no action necessary.



A	B	C	D	E	F	G
1	Seller Settlement					
2	Auction Associates, Inc W3066 County Road BE Bonduel, WI 54107 920-748-3002					
3	Seller Information			Auction Information		
4	City of Franklin			Auction Winter Government Municipal Auction		
5	Kevin Schlueter			Date, 12/14/2024		
6	7979 W Ryan Rd					
7	Franklin WI 53132					
8						
9	Lot Num	Description	Bid	Comm %	Comm Total	Lot Net
10	991	2020 Ford Explorer Hybrid VIN# 1FM5K8AW8LGC67296	\$ 4,500.00	10%	\$ (450.00)	\$ 4,050.00
11	992	2020 Ford Explorer Hybrid VIN# 1FM5K8AW1LGC67298	\$ 5,250.00	10%	\$ (525.00)	\$ 4,725.00
12	1055	2020 Ford Explorer Hybrid VIN# 1FM5K8AWXLGC67297	\$ 5,300.00	10%	\$ (530.00)	\$ 4,770.00
13	1074	2008 Ford Taurus VIN: 1FAHP24W98G184274	\$ 4,000.00	10%	\$ (400.00)	\$ 3,600.00
14	1075	2011 Ford F150 VIN: 1FTNC1CF3BKD23900	\$ 2,750.00	10%	\$ (275.00)	\$ 2,475.00
15	1118	2016 Ford F150 XL VIN: 1FTFX1EP6GFC48057	\$ 11,500.00	10%	\$ (1,150.00)	\$ 10,350.00
16	1119	2018 Ford Explorer VIN: 1FM5K8AR0JG1B33938	\$ 4,750.00	10%	\$ (475.00)	\$ 4,275.00
17	1120	2003 Chevrolet Suburban VIN: 1GNED16Z93J274148	\$ 4,100.00	10%	\$ (410.00)	\$ 3,690.00
18	1121	2014 Ford Explorer VIN 1FM5K8AR2EGC26000	\$ 3,750.00	10%	\$ (375.00)	\$ 3,375.00
19						
20	Expenses					
21		Description	Quantity	Amount		
22		Fuel- DPW vehicles	1.00	\$ (36.00)		
23		Removed Decals	1	\$ (80.00)		
24						
25	Commission Settings:					
26	Calculate Commission By: Each					
27	Commission Structure Type: Sliding Scale					
28	up to \$2,000	13%				
29	\$2,000-\$25,000	10%				
30	Over \$25,000	8%				
31						
32	Auction Summary					
33			Auction Gross	\$ 45,900.00		
34			Commissions	\$ (4,590.00)		
35			Expenses	\$ (116.00)		
36			Auction Net	\$ 41,194.00		
37			Total Paid	\$ 41,194.00		
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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE January 7, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$81,000 OF CONTINGENCY APPROPRIATIONS TO CITY- WIDE SOFTWARE MAINTENANCE FOR THE REQUIRED RAPID 7 RENEWAL	ITEM NUMBER G. 9.

Background

The 2024 Annual Budget reflected the Police Department operating budget to have funding for Rapid 7 software maintenance based on past practice from previous Administration. This was an agreement that went live in 2022. The main reason for bringing Rapid 7 to the City of Franklin was the Criminal Justice Information Services (CJIS) requirement that the Police Department and City systems had to have a Security Information and Event Management (SIEM) system in place and all logging of their systems had to be retained for up to a full year. This is a City-wide software agreement to keep the entire City in compliance and will be accounted for in the City's Information Technology operating budget going forward.

Recommendation

The Director of Finance & Treasurer, Information Technology Director and Police Chief recommend the proposed 2025 Budget Amendment to provide appropriations required by the Department of Justice in order to keep the City's systems safe and secure. This was an honest miss in the 2025 budget process and steps have been taken to ensure future budgets account for this necessary software.

Fiscal Note

The City of Franklin has a contingency fund with an appropriation of \$125,000. This would leave \$44,000 in unused funds for the 2025 Annual Budget.

The GL Numbers associated with this amendment are:

General Fund			
01-0199-5499	Unrestricted Contingency	Decrease	\$81,000.00
01-0144-5257	City Software Maintenance	Increase	\$81,000.00

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2025-_____, an Ordinance to amend Ordinance 2024-2649, an Ordinance adopting the 2025 Annual Budget for the General Fund to Transfer \$81,000 of Contingency Appropriations to City-Wide Software Maintenance for the Required Rapid 7 Renewal.

Roll Call Vote Required

Finance Dept – DB ; IT - JM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE GENERAL FUND TO TRANSFER \$81,000 OF CONTINGENCY APPROPRIATIONS TO CITY-WIDE SOFTWARE MAINTENANCE FOR THE REQUIRED RAPID 7 RENEWAL

WHEREAS, the Common Council of the City of Franklin adopted the 2025 Annual Budgets for the City of Franklin on November 19, 2024; and

WHEREAS, the 2025 Annual Budget appropriated \$125,000 for unplanned and unexpected expenses; and

WHEREAS, the Common Council authorized \$81,000 of General Fund contingency appropriations for the purpose of providing required software maintenance for the Police Department and City-Wide systems; and

WHEREAS, Rapid 7 is a Department of Justice requirement for the City of Franklin to remain compliant with having a Security Information and Event Management system in place and have all of the logging of their systems retainable for up to a full year; and

WHEREAS, the Budget Appropriation Units should be adjusted for the above items as listed below; and

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

Section 1 That the 2025 General Fund Budget be amended as follows:

General Fund

0199	Contingency	Decrease	\$81,000
0144	Software Maintenance	Increase	\$81,000

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____



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QUOTE CONFIRMATION

JAMES MATELSKI,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFSN614	12/10/2024	RAPID 7 RENEWAL	0929696	\$81,000.00

IMPORTANT - PLEASE READ

Special Instructions: 1 year term

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>RAPID7 INSIGHTVM SUB LIC</u> Mfg. Part# . IVM-SUB Electronic distribution - NO MEDIA Contract. MARKET	500	6456305	\$0.00	\$0.00
<u>RAPID7 MGD DET+ RESP SVC SUB</u> Mfg. Part#: MDR-EL-SUB Electronic distribution - NO MEDIA Contract. MARKET	500	6486108	\$162.00	\$81,000.00

SUBTOTAL	\$81,000.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$81,000.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF FRANKLIN ACCTS PAYABLE 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF FRANKLIN LISA HUENING 9229 W LOOMIS RD FRANKLIN, WI 53132-9728 Phone: (414) 425-7500 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	



Sales Contact Info

Beatrice Garza | (866) 339-7604 | beatrice.garza@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$81,000.00	\$2,321.46/Month	\$81,000.00	\$2,654.37/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

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This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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For more information, contact a CDW account manager.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE January 7, 2025
Reports & Recommendations	Authorization to Bid 2025 Local Street Improvement Program	ITEM NO. G.10.

BACKGROUND

Pursuant to Municipal Code section 19.11, Common Council must authorize the solicitation of bids for public construction that exceeds \$25,000.

The Local Street Improvement Program is an annual project that is required to maintain and repair failing roadway sections throughout the City. The 2025 Local Street Improvement Program will be publicly advertised to receive competitive bids for the reconstruction of W. Drexel Avenue from S. 60th St. to S. 35th St. This roadway segment has multiple areas of failing roadway due to the saturated conditions and poor subgrade.

ANALYSIS

The 2025 Adopted Budget allocated approximately \$2,300,000. for the LSIP.

Depending on bids, portions of the following roads are included this year: W. Drexel Avenue from S. 60th St. to S. 35th St.; S. 35th St. from W. Woodland Dr. to W. Southland Dr. If bids do not allow all segments to be included, segments will be eliminated considering the available budget and priority.

OPTIONS

- A. Direct Staff to proceed to advertise and bid the 2025 Local Street Improvement Program. Note that the bids will return to Common Council for awarding contracts. Or
- B. Refer back to Staff with further direction.

FISCAL IMPACT

The approved 2025 Street Extension/Improvement/Construction appropriations are approximately \$2,300,000. After bids are received, the engineering staff will come to the Common Council for approval to accept the roadway sections that fall within the City's budget.

RECOMMENDATION

Authorize Staff to proceed to advertise and bid the 2025 Local Street Improvement Program.

DOA – KH; DOF – BD; Engineering – MP

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE November 19, 2024
REPORTS & RECOMMENDATIONS	Ordinance Adopting the 2025 Annual Budgets for the General, Civic Celebrations, St. Martin's Fair, Donations, Grants, Solid Waste Collection, Sanitary Sewer, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Debt Service, Development, Utility Development, TID 5, TID 6, TID 7, TID 8, TID 9, American Recovery Act, Opioid Settlement Fund and Internal Service Funds and Establishing the Tax Levy, Establishing the Solid Waste Fee, and Other Revenue for the City of Franklin	ITEM NUMBER 1

Background:

The Mayor's 2025 Recommended Budget was presented to the Common Council on September 17, 2024 where Council moved to forward the Mayor's 2025 Recommended Budget to the Finance Committee for its review. The Finance Committee held four meetings to review the Recommended Budget and submitted its recommended changes to the Common Council at their meeting on October 15, 2024 where Council moved to amend the 2025 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the schedule included in the Proposed 2025 City of Franklin Budget for the Public Hearing scheduled for November 19, 2024. On November 5, 2024, the Council moved to additionally amend the 2025 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the schedule included in the Proposed 2025 City of Franklin Budget for the Public Hearing scheduled for November 19, 2024.

The Public Hearing Notice for the 2025 Mayor's Recommended Budget was communicated to Franklin residents in the October 30, 2024 issue of the South Now. A Public Hearing is being held on Tuesday, November 19, 2024, to receive feedback from residents. The Common Council is also scheduled to consider adoption of the City of Franklin 2025 Annual Budget and related property tax levy on November 19, 2024, in accordance with the Public Hearing Notice.

Discussion on the attached ordinance: The ordinance generally follows the same form as approved in 2023 for the 2024 Annual Budget. All previously approved amendments to the 2025 Proposed Budget draft of the Ordinance.

Discussion on additional proposed amendments not previously considered by Council or included in the attached ordinance: The following proposed amendment would need to be considered and voted upon by the Council in order to be included in the Proposed 2024 Budget prior to consideration of the entire budget by Council:

Proposed Amendment #1 — Additional sewer projects are needed in TID #9 to support the Carma Labs project as well as serving sewer utilities to further development. The urgency has been increased due to the incoming WisDOT project on Ryan Road, which is to be constructed in 2025. Currently, the original TID #9 project plan shows this sewer work being done in 2026. The projected design and construction project costs are estimated at \$750,000. There is not tax increment being generated in TID #9 at this current state, so it is imperative to advance funds from the Sewer Fund to support this project in 2025. At the time enough tax increment is generated to pay the advance back, the TID funds will be redirected back to the Sewer Fund in future years.

Proposed Amendment #2 – Wage adjustments were recommended from the Finance Committee to the Common Council on October 15th, 2024. The wage adjustment was to reduce the 2025 Mayor’s Recommended Budget to allow for the Police Department and Fire Department represented employees to receive a 3% wage increase, with all other employees within the City to receive a 2% wage increase. This change that was approved reduced staff expenditures throughout various funds and needs to be a represented change in the Proposed Budget. The General Fund and Sewer Fund have already been accounted for in the November 5, 2024 approved changes.

Proposed Amendment #3 – On October 22, 2024, the Finance Committee discussed the General Tax Levy and affected impacts on the citizens of Franklin. At that time, it was determined and recommended to reduce the levy to lessen the burden on the constituents. The overall General Tax Levy was reduced on November 5, 2024, by \$264,400. With this reduction, \$25,000 was recommended to be allocated to the Library. The Library Fund has had an increase in both personnel and non-personnel expenditures for 2025 with no increase of Levy support. \$25,000 is slightly under the requested Levy, however, \$25,000 is the available amount for support from the City.

Proposed Amendment #4 – On September 17, 2024, the Common Council moved to accept and place on file the summary from the 2024 Civic Celebrations event, and allow John Bergner to execute contracts and agreements for the 2025 Franklin Civic Celebration event. This was the same night as the presentation of the 2025 Mayor’s Recommended Budget. The 2025 Mayor’s Recommended Budget reflected the same budget from 2024. This proposed amendment would adjust the 2025 Proposed Budget to reflect the wage adjustments and approved amounts for contracting that were approved on September 17, 2024.

Comment on Action to be Taken: If the Common Council considers and adopts the above recommended amendments, the motion presented at the end of the Council Action Sheet is satisfactory to authorize staff to include those amendments in the final 2025 Budget Ordinance. If there are any additional amendments, those will be presented with an amended Council Action Sheet on November 17, 2024.

If additional modifications are proposed, staff recommends that they occur in the following format:

“Move to adopt Ordinance No. 2024-_____ an “Ordinance Adopting the 2025 Annual Budgets for the General, Civic Celebrations, St. Martin’s Fair, Donations, Grants, Solid Waste Collection, Sanitary Sewer, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Debt Service, Development, Utility Development, TID 5, TID 6, TID 7, TID 8, TID 9, American Recovery Act, Opioid Settlement Fund, and Internal Service Funds and Establishing the Tax Levy, Establishing the Solid Waste Fee, and Other Revenue for the City of Franklin” with the corrections as presented and with the following adjustments: [list the item(s) and amount(s) here], which adjustments shall be incorporated into a final form of the ordinance and the Official Budget Appropriation Units document, as determined by the Director of Administration and Director of Finance.”

Please note that a similar format was recommended in recent years which allows the Finance and Administration Directors to include any adjustments into a final, clean ordinance prior to signatures. Staff will be bringing a copy of the draft ordinance to the November 19th meeting.

Staff is also working to update and publish the final 2025 Budget document in December, so individual replacement pages for your budget binders are not attached.

COUNCIL ACTION REQUESTED

1. Motion to amend the Proposed 2025 Budget for TID 9 – Capital Funds, Fund 60, to include:
 - Adding a resources appropriation to “Transfer from Other Funds” in the amount of \$750,000.
 - Adding an expenditures appropriation to “Project Costs” in the amount of \$750,000.
2. Motion to amend the Proposed 2025 Budget for the Sewer Fund – Fund 61, to include:
 - Adding an expenditures appropriation to “Transfer to Other Funds” in the amount of \$750,000.
3. Motion to amend the Proposed 2025 Budget for Solid Waste Fund, Fund 19, to include:
 - Reduce personnel appropriations, in the amount of \$15.
4. Motion to amend the Proposed 2025 Budget for the St. Martins Fair Fund, Fund 24, to include:
 - Reduce personnel appropriations, in the amount of \$32.
5. Motion to amend the Proposed 2025 Budget for the Library Fund, Fund 15, in to include:
 - Adding a resources appropriation to “General Tax Levy” in the amount of \$25,000.
6. Motion to amend the Proposed 2025 Budget for the Civic Celebrations Fund, Fund 29, to include:
 - Reducing an expenditures appropriation to Personnel Services in the amount of \$38.
 - Adding an expenditures appropriation to Non-Personnel Services in the amount of \$25,000.
7. Motion to adopt Ordinance No. 2024- “An Ordinance Adopting the 2025 Annual Budgets for the General, Civic Celebrations, St. Martin's Fair, Donations, Grants, Solid Waste Collection, Sanitary Sewer, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Debt Service, Development, Utility Development, TID 5, TID 6, TID 7, TID 8, TID 9, American Recovery Act, Opioid Settlement Fund, and Internal Service Funds and Establishing the Tax Levy, Establishing the Solid Waste Fee, and Other Revenue for the City of Franklin,” including and accepting the approved amendments and technical corrections needed to update the proposed ordinance.

*****DRAFT*****

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2024-_____

AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE GENERAL, CIVIC CELEBRATIONS, ST MARTIN'S FAIR, DONATIONS, GRANTS, SOLID WASTE COLLECTION, SANITARY SEWER, CAPITAL OUTLAY, EQUIPMENT REPLACEMENT, STREET IMPROVEMENT, CAPITAL IMPROVEMENT, DEBT SERVICE, DEVELOPMENT, UTILITY DEVELOPMENT, TID 5, TID 6, TID 7, TID 8, TID 9, AMERICAN RECOVERY ACT, OPIOID SETTLEMENT FUND, AND INTERNAL SERVICE FUNDS AND ESTABLISHING THE TAX LEVY, ESTABLISHING THE SOLID WASTE FEE, AND OTHER REVENUE FOR THE CITY OF FRANKLIN

WHEREAS, the Finance Committee has reviewed and recommended changes accepted by the Common Council on October 15 and November 6, 2024, where desired, the 2025 Mayor's Recommended Budgets for the General, Debt Service, TID 5, TID 6, TID 7, TID 8, TID 9, American Recovery Act, Opioid Settlement Fund, Solid Waste Collection, Fire Grants, Police Grants, St Martin's Fair, Health Grants, Donations, Civic Celebrations, Capital Outlay, Equipment Replacement, Street Improvement, Capital Improvement, Development, Utility Development, Sanitary Sewer, and Internal Service Funds for the City of Franklin; and

WHEREAS, debt incurred and anticipated has 2025 required repayments for the Debt Service Fund, TID 5, TID 6, TID 7, TID 8, TID 9, and the Sanitary Sewer Funds; and

WHEREAS, the 2025 Proposed Budget includes property taxes of \$23,883,300 that are levied to support the 2025 Annual Budget with a resulting City tax rate of approximately \$X.XX with the Common Council concurring in the need and with the final rate being the mathematical result of statutory property tax billing process, including, but not limited to, inclusion of the required state adjustment for equalization; and

WHEREAS, for the purposes, in part, of accounting detail, transparency of governmental actions and intent, efficiency of operations, and enhanced record keeping, the 2025 Proposed Budget document and format provides greater detail and categorization of anticipated expenditures than required by Wisconsin Statutes §65.90, which provides that "all proposed appropriations for each department, activity and reserve account" shall be listed in the budget; and, therefore, expenditure appropriation unit amounts are itemized and, entitled "Official Budget Appropriation Units," while the remaining pages of the document provide supplemental information for informational purposes as earlier noted; and

WHEREAS, a Public Hearing Notice of the 2025 Mayor's Recommended Budget appeared in the official City Newspaper, South Now, on October 30, 2024; and

WHEREAS, a Public Hearing was held by the Common Council on November 19, 2024, regarding the 2025 Proposed Budget.

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

- Section 1** That the 2025 Expenditure Budgets, summarized herein, for the General Fund as \$33,935,527, for Debt Service \$1,476,138, for TID 5 \$2,245,423, for TID 6 \$632,473, for TID 7 \$1,051,351, for TID 8 \$187,000, for American Recovery Fund \$5,600, for Opioid Settlement Fund \$0, for Solid Waste \$2,313,245, for Fire Grants \$7,500, for Police Grants \$120,360, for St Martin's Fair \$60,651, for Health Grants \$157,131, for Donations \$79,751, for Civic Celebrations \$144,592, for Capital Outlay \$1,055,126, for Equipment Replacement \$617,000, for Street Improvement \$2,347,800, for Capital Improvement \$3,282,934, for Development \$5,033,557, for Utility Development \$900,000, for Sanitary Sewer \$7,118,517 and for Internal Service \$4,862,777 totaling \$67,091,545 with expenditure appropriation unit amounts as set forth on the tables entitled "Official Budget Appropriation Units" (which is attached hereto and incorporated herein by reference) and as set forth by department, activity, and reserve account (all as maintained by the City in a multiple-fund accounting structure) are adopted as the annual expenditure budgets for the City of Franklin for fiscal year 2025.
- Section 2** The Sanitary Sewer Fund includes 2025 capitalized assets of \$847,000 and debt service of \$1,851,782, with revenues of \$6,719,157 and expenditures of \$7,118,517.
- Section 3** Debt Service payments of \$1,476,138 in the Debt Service Fund, \$2,190,803 in TID 5, \$613,353 in TID 6, \$226,081 in TID 7, \$76,100 in TID 8, and \$1,851,782 in the Sanitary Sewer fund, totaling \$6,506,561, are adopted as annual required payments for those respective funds for fiscal year 2025.
- Section 4** That the 2025 property taxes used to support the General Fund of \$20,975,600, the Library Fund of \$1,467,700, the Street Improvement Fund of \$300,000, and the Debt Service Fund of \$1,140,000 for City purposes, totaling \$23,883,300, are levied and adopted as the annual property tax levies for fiscal year 2025 with a resulting City tax rate of approximately \$X.XX per thousand assessed value with the final rate being the mathematical result of statutory property tax billing process, including, but not limited to, inclusion of the required state adjustment for equalization.
- Section 5** That the 2025 Revenue Budgets, other than non-TID property taxes and debt proceeds, for the General Fund of \$10,196,860, for Debt Service \$268,608, TID 5 \$2,210,900, for TID 6 \$1,014,920, for TID 7 \$1,086,800, for TID 8 \$785,000, for Opioid Settlement Fund \$15,900, for American Recovery Fund \$1,925,200, for Solid Waste \$2,331,500, for Fire Grants \$7,500, for Police Grants \$120,360, for St. Martin's Fair \$61,500, for Health Grants \$165,400, for Donations \$19,000, for Civic Celebrations \$150,300, for Capital Outlay \$1,058,000, for Equipment Replacement \$534,000, for Street Improvement \$1,949,000, for Capital Improvement \$3,646,944, for Utility Development \$169,450, for Development

\$1,651,250, for Sanitary Sewer \$6,719,157, and for Internal Service \$4,233,945, totaling \$40,321,494, are adopted as the annual revenue budgets for other than property taxes for the City of Franklin for fiscal year 2025.

- Section 6 That additional revenue of \$0 in the form of new debt is required in 2025, plus any debt not issued but budgeted in 2024.
- Section 7 That transfers into the St. Martin's Fair Fund of \$41,000, the Civic Celebrations Fund of \$30,000, the Debt Service Fund of \$234,308, the Capital Improvement Fund of \$3,474,819, for a total of \$3,780,127, are adopted as the annual transfers in as contained in the budget for the City of Franklin for fiscal year 2025.
- Section 8 That transfers out of the General Fund totaling \$71,000, of the American Rescue Plan Fund totaling \$1,918,000, of the Donations Fund totaling \$50,000, of the Utility Development Fund totaling \$900,000, of the Development Fund totaling \$5,033,557, for a total of \$7,972,557 for fiscal year 2025.
- Section 9 That the 2025 Solid Waste Collection Fund fee is \$XXX.XX for each property eligible to receive the solid waste collection service.
- Section 10 That the Capital Improvement Fund expenditure appropriation, excluding the Contingency allocation, shall be administered as if adopted on a "per project" basis, and unless otherwise requiring a statutorily-executed budget modification, a modification of the appropriation's administrative allocation between or to projects is subject to authorization by at least a two-thirds majority of the Common Council in the form of a budget modification, which, as an internal administrative process, does not initiate publication requirements.
- Section 11 That the single expenditure appropriation for "Contingency" within the General Fund shall be administered for City purposes as if adopted as distinct appropriations for \$2,500,000 "Restricted" and \$125,000 "Unrestricted" contingency budgets as shown within the "Unclassified, Contingency, and Anticipated Under Spending" budget detail, with "Restricted" contingency appropriations not authorized for direct expenditure and requiring a budget modification approved by two-thirds of the Common Council, interpreted consistent with statutes, moving the appropriation to "Unrestricted" contingency or another valid appropriation unit prior to or in conjunction with any spending authorization.
- Section 12 That the Capital Outlay Fund expenditure appropriation shall be administered as if adopted on the department/division basis, (except the Information Services Department shall also include all planned computer and computer-related expenditures distributed and assigned, in whole or in part and for accounting purposes, to various other departments), and unless otherwise requiring a statutorily executed budget modification, a modification of the appropriation's administrative allocation between departments and changes, valued in excess of

\$5,000, in the departmental list of capital items or quantity of items to be purchased are subject to authorization by the Common Council.

Section 13 That the Grant Funds appropriation units shall be segregated into Health (Health Department) and Other (all other Departments), with each having a single appropriation unit comprising their respective Personnel Services; Other Services, Supplies, etc.; and Capital Outlay expenditures.

Section 14 That the Finance Department and Director of Administration shall cause to be published and made available a “City of Franklin 2025 Annual Budget” document that 1) incorporates the Mayor’s Recommended Budget as presented in the public hearing notice, including any additional changes as provided for herein, 2) incorporates the necessary and corresponding changes to the budget document text and tables as initially set forth in the Mayor’s Recommended Budget document, 3) removes supplemental pages from the preliminary document that were incorporated for review, and 4) incorporates the 2025 Annual Budgets of the Library Fund, the Auxiliary Library Fund, the Tourism Commission Fund, and the Water Utility Fund as adopted by their respective boards.

Section 15 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Introduced at a meeting of the Common Council of the City of Franklin this 19th day of November, 2024 by Alderman _____.

Passed and adopted at a meeting of the Common Council of the City of Franklin this 19th day of November, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ___ NOES ___ ABSENT ___

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 1/7/2025</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">RESOLUTION TO APPROVE ADDENDUM NO. 3 IN THE AMOUNT OF \$10,000- \$15,000 TO FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.</p>	<p align="center">ITEM NUMBER G.11.</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.

There is an existing holding tank within the project area that is planned to be removed. The tank has been used to hold various liquids including drain waste from the truck maintenance area and domestic waste. It is possible that petroleum related compounds including waste oil may have entered the holding tank. It is also suspected that the tank is leaking to some degree.

Soil sampling is required to determine the signs of contamination by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (WDNR).

Foth Infrastructure and Environment, LLC has provided a subconsultant to complete soil sampling and analysis for a fee of \$10,000-\$15,000.

FISCAL NOTE

The project is intended to be funded by ARPA (American Rescue Plan Act) funds. The availability and amount of these funds will need to be reviewed and confirmed to ensure the project's financial viability within the City's budget allocations.

RECOMMENDATION

Staff recommends that the Council approve Addendum No. 3 in the amount of \$10,000-\$15,000 to Foth Infrastructure and Environment, LLC due to the requirements set by the State.

COUNCIL ACTION REQUESTED

(Optional) Motion to adopt Resolution No. 2025 - _____, a resolution to approve Addendum No. 3 in the amount of \$10,000-\$15,000 to Foth Infrastructure and Environment, LLC .

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025- _____

A RESOLUTION TO APPROVE ADDENDUM NO. 3 IN THE AMOUNT OF \$10,000-\$15,000 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, There is an existing holding tank within the project area that is planned to be removed. The tank has been used to hold various liquids including drain waste from the truck maintenance area and domestic waste. It is possible that petroleum related compounds including waste oil may have entered the holding tank. It is also suspected that the tank is leaking to some degree; and

WHEREAS, Soil sampling is required to determine the signs of contamination by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (WDNR); and

WHEREAS, Foth Infrastructure and Environment, LLC has provided a subconsultant to complete soil sampling and analysis for a fee of \$10,000-\$15,000; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to approve addendum No. 3 in the amount of \$10,000-\$15,000 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 _____



6737 West Washington Street, Suite 3460
West Allis, Wisconsin 53214

T 262.879.1212
TRCcompanies.com

October 11, 2024

Stacey Tushaus, P.E.
Foth Infrastructure and Environmental, LLC
7044 S. Ballpark Drive, Suite 200
Franklin, WI 53132

Reference: Underground Holding Tank Removal Assessment
City of Franklin Public Works Property
7979 W Ryan Road 53132
TRC Proposal No. 634549.9990

Dear Stacey:

At your request, TRC Environmental Corporation (TRC) is pleased to provide this proposal to Foth Infrastructure and Environmental, LLC (Foth) for the assessment of an underground holding tank removal for the above-referenced property (subject property).

TRC understands an underground holding tank is planned to be removed. The tank has been used to hold various liquids including drain waste from the truck maintenance area and domestic waste. It is possible that petroleum related compounds including waste oil may have entered the holding tank. The size of the holding tank is unknown. The tank is located outside beneath a mowed grass area. It is also suspected that the tank is leaking to some degree.

TRC proposes to provide tank system site assessment (TSSA) services including soil sampling and necessary reporting for the removal of the holding tank. A TSSA is required when there are obvious signs of contamination by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (WDNR) in accordance with the Wisconsin Administrative Code, Chapter ATCP 93 "Flammable, Combustible and Hazardous Liquids" for the removal of the holding tank.

I) Proposed Scope of Services

A. UST Removal Assessment Soil Sampling

TRC will provide a TSSA-certified person to collect confirmatory soils samples per TSSA regulations. Confirmation soil samples will be collected from the base and sidewalls of the holding tank basin. Soil samples will be field-screened for VOCs using a photoionization detector (PID), and for visual and olfactory signs of contamination. Soil samples will be sent to a Wisconsin accredited laboratory and analyzed for petroleum volatile organic compounds (PVOCs), naphthalene and Resource Conservation and Recovery Act (RCRA) Metals. Global positioning system (GPS) coordinates will be collected where soil samples are collected using a handheld device capable of sub-meter accuracy. Sampling will be conducted during the excavation with the aid of the excavating contractor and excavation equipment. TRC staff will not enter the excavation footprint to collect samples. Soil samples will be provided by the excavation contractor equipment.

In total, this proposal includes the collection and analysis of the following number of samples:

- Up to 12 soil samples for PVOC, naphthalene, and RCRA metals analysis
- 2 trip blanks

A standard 10-day turn-around-time will be requested for the assessment soil sample analysis.

B. Documentation and Reporting

The analytical data from the soil samples will be disseminated to Foth immediately upon receipt of the analytical report. A TSSA report including documents (scaled drawing of the site, layout showing sample locations and excavations, laboratory report(s), photo log, summary table of analytical results, and part B of form TR-WM-140) will be submitted to Foth for review with one round of edits budgeted prior to submittal to the Environmental Program Associate in the southeast WDNR regional office. The WDNR will review the results of the TSSA and determine if additional investigation, remediation, and reporting may be required. These activities are outside of the scope of services for this proposal and would be handled under a change order if necessary.

II) ASSUMPTIONS

- Foth will coordinate all access to the site and TRC will have timely, complete, and unobstructed access to the property as applicable to perform the requested scope of work.
- All on-Site work will be performed in Level D personal protective equipment.
- The subcontractor will complete the work over approximately 1 day.
- The subcontractor will communicate with TRC regarding the timing of the holding tank removal so that TRC will not need to be onsite for non-TSSA pertinent operations.
- Site activities to be conducted in one mobilization and consist of an 8-hour shifts for tank-system site assessment to be completed and include costs for travel expenses for one TRC employee. Site activities and/or additional mobilizations beyond this be handled under a change order.
- Twelve (12) soil samples, and one (2) trip blank will be submitted by TRC to Europhins Analytical Services, LLC in Chicago, Illinois for analytical analysis.
- Samples will be analyzed on a standard turn-around time of 10 days.
- One round of report edits by Foth.
- Soil sample locations will be accessible by the excavation equipment.
- The excavation equipment will be able to extract a soil sample from 2-feet into the sidewalls of the excavation.
- Contamination requiring additional investigation will not be encountered. If contamination is discovered, disclosure of the release to the WDNR will be required and additional investigation, remediation, and reporting may be required. These activities are outside of the scope of services for this proposal and would be handled under a change order.
- Soil analytical sampling will be limited to PVOC, naphthalene, and RCRA metals and not include biological waste related samples.
- Samples will not be collected from waste related contents in the holding tank.
- TRC will notify Foth if the authorized budget will be exceeded due to additional out of scope work. TRC will provide a change order to Foth for review prior to performing the additional work. TRC will also notify Foth if unanticipated field conditions are encountered requiring a modification to the level of effort.
- Travel costs were estimated assuming that TRC field staff will be mobilized from the Milwaukee, WI office.
- Foth will provide a single point of contact for the work and restrict access to the excavation area.
- The project is not delayed due to site operations.
- TRC is not, and has no responsibility as, a generator, operator, owner, treater, arranger or storer of wastes generated as part of this work.

- TRC agrees to exercise professional judgment, and the same standard of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services.
- Fees for this work are estimated without any contingency costs.

III) Schedule

TRC estimates that on-site field time will be approximately eight hours, and that laboratory results will be within the standard turnaround time of 10 business days. The draft memorandum will be delivered to Foth within 2 weeks after laboratory results are received.

IV) Cost

Charges for services and reimbursable expenses for the above scope of work will be based on a lump sum basis of **\$8,900**.

Task	Allocated Cost
Task A – Soil Sampling from Holding Tank Excavation	
TRC fieldwork and project management	\$2,200
UST removal travel and equipment (PPE, field kit, PID, GPS, etc.) expenses	\$900
Laboratory plus shipping	\$2,000
Task A Total	\$5,100
Task B - Documentation and TSSA Report	
Documentation and Reporting	\$3,800
Task B Total	\$3,800
Total of All Tasks	\$8,900

The Client agrees to pay for all services and reimbursable expenses in accordance with the attached Terms and Conditions.

V) Closing

TRC proposes to perform the Scope of Services under the terms and conditions of the existing master subconsultant services agreement between TRC and Foth (MSA dated December 31, 2023). If this Agreement is satisfactory to Foth, please sign in the required spaces on the Work Authorization and return a fully executed copy to my attention or Foth's form of Work Authorization. If Foth requires a Purchase Order for payment purposes, please submit the Purchase Order referencing and incorporating this Agreement.

Foth Infrastructure and Environmental, LLC
October 11, 2024
TRC Proposal No. 634549.9990
Page 4

Sincerely,

TRC Environmental Corporation



Scott Rademaker, PG
Senior Project Manager

kjm/attachments



Jeff Ramey
Office Practice Leader

Appendix A
Master Service Agreement



MASTER SUBCONTRACT FOR SERVICES

This Master Subcontract for Professional Services (hereinafter "Agreement") is made and entered into this 31st day of December, 2023, by and between, FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, 2121 Innovation Court, De Pere, WI 54115, (hereinafter "Foth") and TRC ENVIRONMENTAL CORPORATION (hereinafter "SUB"), for the services described under the Scope of Services defined in a Work Order/Purchase Order (the "Services").

SUB: TRC Environmental Corporation
Address: 6737 W Washington St. Ste 2100, West Allis, WI 53214
Phone No: 262.879.1212 Email Address: rlondre@trccompanies.com

THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. DUTIES OF SUB

1.1 Performance

SUB will perform the Services in a thorough, competent and professional manner in accordance with quality standards in the SUB's industry and in compliance with the scope, schedule, and cost set forth in a Work Order/Purchase Order. The SUB shall be bound to perform the Services undertaken hereunder in the same manner and to the same extent that Foth is bound by the Prime Agreement to extent applicable to the Services to perform such services for Client for any such Prime Agreement as agreed to and specified in the Purchase Order. SUB will provide qualified and properly licensed personnel to perform the Services

1.2 Status of SUB

SUB is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors/subconsultants, and agents. SUB shall also be solely responsible for the means and methods for carrying out the Services and for the safety of its employees

1.3 Standard of Care

The standard of care applicable to SUB's Services will be the degree of skill and diligence normally employed by others performing the same or similar services. SUB will re-perform any Services not meeting this standard without additional compensation. If such deficiencies are not corrected in a timely manner, Foth may cause the same to be corrected and deduct costs incurred from SUB's compensation. SUB will comply with all applicable codes, laws, regulations, standards and ordinances in force during the term of this Agreement. SUB will endeavor to obtain and pay for all permits and licenses required by law that are associated with SUB's performance of the Services. If this Agreement involves hazardous or toxic substances, SUB will strictly comply with all safety or training requirements promulgated by law or regulation

1.4 Warranty

1.4.1 Materials and Equipment. SUB warrants all materials and equipment procured and furnished ("Materials") pursuant to this Agreement to be (i) free and clear of all liens; (ii) free from defects; (iii) of good quality, and (iv) will perform in accordance with said manufacturer's or supplier's product literature and specifications. Such warranty shall be effective for a period of one (1) year following completion of the Services and acceptance by Foth, except where a longer guaranty is provided by a supplier or manufacturer of such equipment or required pursuant to the terms of the Prime Agreement ("Warranty Period"). SUB shall assign to Foth or to Client, as specified by Foth, any warranty provided by a manufacturer of such materials and equipment

1.4.2 Conduct of Services. SUB represents that the Services performed pursuant to this Agreement: (a) will conform with the terms of this Agreement; (b) will be performed in accordance with SUB's Standard of Care, and (c) will be performed by the proper number of experienced, skilled and licensed personnel, qualified by education and/or experience to perform their assigned tasks

1.4.3 Defects in Work. The Services shall at all times be subject to the review and approval of Foth, however, such review and approval shall not relieve SUB of its responsibility for the proper performance of the Services. All Services not conforming to the standard of care or as set forth in this WARRANTY provision will be considered defective. Foth shall give notice to SUB of any such defects encountered during the performance of the Services or during the Warranty Period, and SUB shall, at its expense, promptly and satisfactorily correct all defective Services. If SUB fails to make such correction, Foth may do so and use any means available to Foth pursuant to this Agreement to recover the cost from SUB. Foth's right to make such corrections is in addition to any other rights or remedies available to Foth and is not to be considered an obligation.

1.5 Access to Records; Copies of Work Product; Periodic Reports

SUB will maintain accounting records in accordance with generally accepted accounting principles consistently applied to substantiate all invoiced amounts. Said records will be available for examination by Foth during SUB's normal business hours for a period of 3 years after SUB's final invoice to the extent required to verify the costs incurred hereunder or for a longer period for examination and audit if required by the Prime Agreement. If requested by Foth, SUB will provide Foth with periodic progress reports on the Services in such form as reasonably requested by Foth. SUB will maintain files containing all deliverable documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Agreement. Such files will be made available for Foth's examination during SUB's normal business hours throughout the duration of the Project. If requested upon completion of the Services, SUB shall deliver one legible copy each of all laboratory, field, or other notes, log book pages, and technical data, computations, designs and correspondence with Client prepared under the terms of this Agreement.

ARTICLE 2. TERMS OF PAYMENT

2.1 Invoice Procedure; Progress Payments

Foth is only obligated to reimburse SUB for the performance of Services authorized in writing by Foth and shall reimburse SUB for Services performed satisfactorily and in accordance with this Agreement. Unless provided otherwise, SUB shall submit monthly invoices referencing Foth

Purchase Order Number to Foth at invoices@foth.com requesting payment for work accomplished during each calendar month. Foth shall promptly process all invoices received from SUB and pursue payment of same by Client. Payment by Client is a condition precedent to payment to SUB, and no payment shall be due to SUB for its Services until and unless Foth has received payment from Client for Services performed by SUB. Following receipt of payment from Client for SUB's Services, Foth will pay SUB within ten (10) business days for the approved invoice amount, less any retainage by Client and less any retainage specified elsewhere in this Agreement. Progress payments to SUB will not constitute acceptance of Services. SUB's failure to invoice Foth within sixty (60) days of SUB's completed Services shall result in SUB's waiver of rights as to any Services completed and not invoiced. Any questions should be directed to accounting@foth.com.

2.2 Final Payment

Upon completion of the Services, SUB will notify Foth, in writing that the Services are complete and that final payment is due. If the Services have been completed in accordance with this Agreement, final payment will be made within ten (10) days of receipt of payment from Client.

2.3 Liens

Provided that Foth is not in breach of its payment obligations hereunder, SUB agrees to pay promptly for work, services, labor, materials and equipment used by SUB in the Services or incorporated by SUB into the Services. SUB, on behalf of it and its subcontractors and materialmen, expressly waives all rights to have filed or maintained any mechanic's liens or claims against the Services performed hereunder, including the land adjacent to the Services, for or on account of any Work or labor done or materials furnished by any of them under or in connection with this Agreement, and agrees that waiving this right shall be an independent covenant and shall operate and be effective with respect to Services and labor done and materials furnished under any supplemental contract or contract for extra or additional Work. Provided that Foth is not in breach of its payment obligations hereunder, if any mechanic's lien or other claim shall be filed for or on account of Work furnished under this Agreement, SUB shall, within ten (10) days after notification thereof, discharge such lien or claim or otherwise make provision satisfactory to Foth. Foth may withhold any money due SUB until such lien or liens are discharged or paid. SUB will, upon completion of the Services and before final payment is due, furnish Foth with reasonable evidence that all services, labor, materials, and equipment have been paid in full.

ARTICLE 3. INSURANCE

3.1 Policy Requirements

SUB represents and warrants that it now carries and shall continue during the term of this Agreement to carry, with such insurers and under such forms or policies as are acceptable to Foth, insurance limits that are the greater of flow down requirements from the Prime Agreement (as attached, if applicable) or the coverage required below.

3.1.1	Worker's Compensation Employer's Liability	Statutory \$500,000
3.1.2	Commercial General Liability & Excess (<i>including Contractual Liability & Completed Operations coverage</i>) Each Occurrence General Aggregate	\$2,000,000 \$4,000,000
3.1.3	Automobile Liability (<i>covering all owned, hired, and non-owned vehicles</i>) Each Accident/Aggregate	\$1,000,000
3.1.4	Professional Liability Insurance (<i>Required only if providing professional and/or analytical services</i>) Each Claim Annual Aggregate	\$1,000,000 \$2,000,000
3.1.5	Pollution Liability Insurance (<i>Required only if providing environmental services</i>) Each Claim/Occurrence Aggregate	\$1,000,000 \$1,000,000
3.1.6	Marine Operations Insurance (<i>Required only if providing marine operations and vessels</i>) <ul style="list-style-type: none">◆ Full value Hull and Machinery coverage◆ Protection & Indemnity (P&I) coverage of \$5,000,000◆ Marine Pollution Liability coverage of \$1,000,000◆ USL&H and/or Jones Act coverage(s) for contractor personnel is required◆ Foth and Client shall be additional insured on P&I and Marine Pollution Liability	

3.2 Certificate Requirements

Foth, along with Client, shall be listed as additional insureds on the Commercial General Liability, Automobile Liability, Contractors' Pollution Liability, and, if providing marine operations, P&I and Marine Pollution Liability policies. A waiver of subrogation in favor of Foth shall apply to all coverages, where not precluded by law. Insurance certificates evidencing the above coverage shall be issued to Foth prior to commencement of Services and shall specify that Foth must be given, in writing, thirty (30) days' notice of cancellation or non-renewal of the policies evidenced by the certificate. Foth requires automatic re-certification PRIOR to insurance expiration. To ensure your continued business association with Foth, please notify your insurance company to add Foth to their distribution list for certificate renewal.

3.3 Proof of Insurance

SUB's failure to provide a certificate or Foth's acceptance of a certificate that does not comply with this Section shall not operate as a waiver of SUB's obligations hereunder.

3.4 Enforceability

If it is judicially determined that any of the insurance obligations under this Agreement is unenforceable in any respect under applicable law, said obligation shall be amended to conform to the maximum limits and other provisions in the applicable law for so long as the law is in effect.

3.5 No Limitation

The foregoing requirements are not intended to limit or qualify the liabilities and obligations assumed by SUB under this Agreement.

ARTICLE 4. INDEMNIFICATION

4.1 Professional Services

SUB agrees to indemnify Foth and Client from any third party claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and costs of litigation, to the extent caused by the negligence, fault or willful misconduct of SUB, SUB's employees, affiliated corporations, officers or employees, or any of its subcontractors/subconsultants in connection with professional services performed on the Project

4.2 Non-Professional Services

SUB agrees to defend and indemnify Foth and Client from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and costs of litigation, in connection with the performance any non-professional services performed on the Project by SUB, SUB's employees, affiliated corporations, officers or employees, or any of its subcontractors/subconsultants

4.3 Waiver of Workers Compensation Act

The indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for SUB, lower tier SUB, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts or other employee benefit acts

4.4 Limitation of Liability

To the extent applicable, SUB's liability to Foth shall be limited to the same extent as Foth's liability to parent client is limited

ARTICLE 5. CONFIDENTIALITY

During the term of this Agreement, SUB will not disclose the nature of its Services on the Project, or engage in any other publicity or public media disclosures with respect to this Project without the prior consent of Foth and Client. Such consent will not be unreasonably withheld

ARTICLE 6. ADDITIONAL DUTIES

6.1 Non-Solicitation of Client

SUB agrees that it will not, directly or indirectly, solicit or accept any work from Client related to the Project without Foth's written approval

6.2 Suspension of Services

SUB will, upon written notice from Foth, suspend, delay, or interrupt all or a part of the Services. SUB will resume the Services upon written notice from Foth, and an extension of time and/or an equitable adjustment in compensation, if appropriate, including payment for costs and expenses for demobilization and remobilization will be made by Foth to the extent reimbursed by Client

6.3 Projected Failure to Meet Schedule

The SUB shall comply with the Schedule set forth above. In the event that SUB or Foth forecasts that SUB will fail to comply with the Schedule or time of completion, and SUB does not propose a solution satisfactory to Foth, Foth may require SUB to increase its employee work day/work week or add additional personnel as deemed necessary by Foth to complete the Services in accordance with the Schedule at SUB's cost

6.4 Communications with Client

All of SUB's written or verbal communication with or to Client, or with federal, state, or local agencies, relative to Services under this Agreement must be through or with the knowledge of Foth

6.5 Safety; Compliance with Laws; Underground Utilities

SUB is responsible for health and safety of its own employees, agents, subcontractors, invitees, and shall provide and maintain a safe working environment and conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. As and to the extent applicable to the Services, SUB shall (i) adopt, supervise, and enforce reasonable and adequate safety requirements, including such Client (or site controlling) site safety rules or health and safety plan and any safety requirements as may be established by Foth and communicated to SUB, (ii) at all times observe and comply fully with all applicable laws, codes, ordinances, rules and regulations relating to health and safety, and (iii) perform the Services in such manner as to minimize interference with Foth's operations or those of Client and the operations of other contractors at the Project site

6.6 Asbestos or Hazardous Substances

If asbestos or hazardous substances in any form are encountered or suspected, SUB will stop its own work in the affected portions of the Project and report such findings to Foth who will confer with Client on a course of action

6.7 Change Orders

6.7.1 Changes to Services. Foth may make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Services. SUB will not proceed with any changes unless notified to proceed in writing by Foth. Such changes shall be directed in writing as mutually agreed to and signed by Foth and SUB ("Change Order"). Any such written Change Order shall be incorporated herein by reference. SUB shall immediately proceed with performance of such Change Order

6.7.2 Adjustments. If SUB believes that any such Change Order warrants an adjustment in the schedule or compensation under this Agreement, SUB shall give Foth written notice thereof within five (5) working days after either receipt of the Change Order or the first occurrence of the event giving rise to SUB's belief that a change is warranted. Such notice, which shall be a condition precedent to recovery for any such claim for adjustment, shall outline the changes to the scope, schedule, cost of the project, and any special conditions regarding the change, and shall be given by SUB before proceeding with any Services. Foth will review SUB's request, and in Foth's reasonable discretion, will determine whether the items set forth in Subcontractor's notice warrant a Change Order. Any delay in receiving SUB's notice shall be grounds for rejection if Foth is prejudiced by such delay. SUB shall comply with Foth's decision. If a dispute arises over a Change Order, SUB shall proceed diligently with the Work as prescribed by Foth until the dispute is resolved

6.7.3 Scope Reduction. If the Services are reduced by changes, SUB shall adjust the Compensation accordingly and submit such change to Foth, in no event shall SUB be entitled to loss of profits or other damages as a change that reduces the Services

6.8 Ownership of Work Product and Proprietary Information

Except when otherwise authorized in writing by Foth, all drawings, specifications, technical data, and other information furnished to SUB either by Foth or Client or developed by SUB or others in connection with the Services rendered ("Work Product") are, and will remain, the property of Foth or Client upon payment therefor, and may not be copied or otherwise reproduced or used in any way except in connection with the Services, or disclosed to third parties or used in any manner. Foth and Client shall have the exclusive right to use the documents, maps, photographs, drawings, and specifications resulting from SUB's Services. Any reuse of any Work Product on any other project or for purposes other than originally contemplated under the applicable Work Order shall be at Foth's or Client's sole risk and liability and without liability or legal exposure to SUB.

ARTICLE 7. MISCELLANEOUS

7.1 Assignment

This Agreement is for the provision of services. SUB may not assign its duties and obligations hereunder without prior written consent of Foth.

7.2 Waivers

No waiver by either party of any default by the other party in the performance of any provision of this Agreement will operate or be construed as a waiver of any future default, whether like or different in character.

7.3 Force Majeure

Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Foth may adjust the Schedule and Compensation under this Agreement provided they are equitably adjusted by Client.

7.4 Authorization to Proceed

Issuance of a Purchase Order by Foth will be authorization for SUB to proceed with the Services, unless otherwise provided in this Agreement.

7.5 Jurisdiction

This Agreement shall be governed by the laws of the State of the Project.

7.6 Soliciting Employment

Neither party to this Agreement will solicit an employee of the other nor hire or make an offer of employment to an employee of the other who is working on the Project, without prior written consent of the other party, during the time this Agreement is in effect.

7.7 Severability and Survival

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provisions. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance, under any federal, state or local law.

7.8 Term & Termination

7.8.1 Term. This Agreement shall commence as of the date set forth above and shall remain in effect until 31st day of January, 2027, unless terminated as provided herein, or extended by mutual agreement in writing.

7.8.2 Termination by the Client

If the Prime Agreement is terminated for the convenience of the Client, the termination settlement under this Agreement shall be as provided in the Prime Agreement, if any. The Subcontractor shall not be entitled to receive any greater amount than Foth may, on behalf of the Subcontractor, recover from the Client for such termination.

7.8.3 Termination for Cause

Foth may, by written notice, terminate the Agreement for default in the event that SUB fails to perform any of the provisions of this Agreement, or fails to make progress as to endanger performance of the Agreement in accordance with its terms, or, in the opinion of Foth, becomes financially or legally incapable of completing the Services and does not correct such deficiency to Foth's reasonable satisfaction within a period of seven (7) working days after receipt of notice from Foth specifying such failure. Foth may complete the Services in whatever fashion it deems most efficient, with SUB being responsible for any additional costs so incurred. If, after notice of termination, it is determined for any reason that SUB was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Termination for Convenience.

7.8.4 Termination for Convenience

Foth, upon ten (10) days written notice to SUB, may at any time terminate all or any part of the Services under this Agreement. Foth shall pay SUB for Services rendered and expenses incurred to the date of such termination and reasonable demobilization costs to the extent reimbursed by Client. SUB shall not be entitled to anticipated revenue, overhead, or profit on unperformed Services. SUB may not terminate this Agreement at any time for its convenience unless mutually agreeable to Foth and SUB.

7.8.5 Notice of Termination

Upon receipt of any notice of termination, SUB shall immediately stop performance of the Services to the extent specified in such notice, and remove all equipment, personnel and trash from the Project site in accordance with the requirements of this Agreement. In no event shall SUB receive any compensation for services or materials provided after the date of termination, nor shall Foth be liable for any loss of revenue or profit incurred by SUB as a result of any termination. The rights and obligations created by this Agreement shall survive the completion, termination or cancellation of this Agreement.

7.8.6 Work Product

Regardless of the cause of termination, the SUB shall deliver legible copies of all completed or partially completed work products (as described in the Scope of Services)

7.8.7 Rights and Remedies

The rights and remedies of Foth provided in this Article are not exclusive and are in addition to any other rights and remedies provided by law or equity or under this Agreement

7.9 **Dispute Resolution**

7.9.1 Negotiation. The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this Section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute.

7.9.2 Mediation. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator and under mutually agreed-upon rules at an agreed upon location. Any mediation fees and expenses will be allocated and paid by the parties equally.

7.9.3 Failure of Dispute Resolution. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction.

ARTICLE 8. Independent Contractor

8.1 **Relationship**

While performing services hereunder, SUB shall, at all times and for all purposes, be an independent contractor, and nothing contained herein shall be construed to create the relationship of principal and agent, or employer and employee, between Foth and SUB or its personnel. The personnel of SUB shall not be deemed employees of Foth for any purposes, but rather, shall be solely the employees of SUB, and SUB shall have sole responsibility to counsel, discipline, review, evaluate, set pay rates of, and terminate such SUB personnel. SUB assumes full responsibility for all contributions, taxes, state and local laws (including obligations under the Patient Protection and Affordable Care Act), and for purposes of withholding from wages of SUB personnel, where required.

8.2. **Benefits; Taxes**

SUB shall have discretion on whether to obtain health, disability, life, or other personal insurance for SUB and SUB's employees. Foth shall not provide such insurance to SUB or any person employed by SUB. In addition, neither SUB nor any employee of SUB shall be eligible for any pension, savings, investment or retirement plan offered by Foth to its employees. SUB acknowledges that, for all purposes, including for purposes of the individual mandate and/or the employer shared responsibility ("play or pay") provisions of the Patient Protection and Affordable Care Act ("ACA"), it is self-employed and the exclusive employer of any person employed by the SUB, and that Foth is not, in any way, the common-law employer or "co-employer" of SUB nor any employee of SUB. SUB also acknowledges and agrees that it is solely responsible to provide "minimum essential coverage" to self and any employee of SUB (as required by the ACA), or to pay any taxes/penalties that might arise under the ACA pertaining to self or any employees of SUB. If any agency of the federal or state government assesses any tax/penalty against Foth under the ACA pertaining to SUB or employee of SUB, then SUB will indemnify and reimburse Foth for any and all taxes/penalties assessed against Foth pertaining to SUB or employee of SUB. SUB will also reimburse Foth for any reasonable attorneys' fees incurred by Foth in connection with the assessment of such tax/penalty.

8.3 **Governmental Regulations**

SUB certifies and represents that in the performance of this Agreement it will comply with the provisions of all applicable federal, state and local employment laws, government regulations and orders, including those against employment discrimination. Any provision which is required to be a part of this Agreement by virtue of any such law, regulation, rule or order is incorporated herein by reference, including but not limited to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), and their respective implementing regulations at 41 CFR part 60, and Executive Order 13465 (Employment Eligibility Verification), and Executive Order 13496 (Employee Rights Under National Labor Relations Act). **SUB represents and warrants that it will (i) not discriminate against any qualified individual (employee or applicant for employment) because of, or (ii) take affirmative action to employ and advance in employment individuals without regard to: race, color, religion, disability, sex, gender, national origin, age, veteran status, citizenship status, individuals with disabilities, or any other unlawful criterion; and that it shall comply with all applicable laws against discrimination and all applicable rules, regulations and orders issued thereunder or in implementation thereof, including any provisions of the Prime Agreement with regard thereto. The Equal Opportunity Clauses set forth in 41 C.F.R. §§ 60-1.4(a), 60-250.5(a) and 60-741.5(a) are incorporated by reference herein.**

IN WITNESS WHEREOF, this Agreement is made on the date first written above, subject to the terms and conditions above stated and the provisions set forth herein

SUB



Signed

Name (printed)

Title

Date

Mark A. Robbins

COO, EV

March 19, 2024

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC



Signed

Name (printed)

Title

Date

Thomas J. Ludwig

State Operations Director

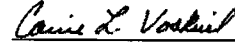
February 26, 2024

Signed

Name (printed)

Title

Date



Carrie L. Voskuil (SD)

Senior Contracts Manager

02/26/2024

Appendix B

Acceptance of TRC Proposal No. 634549.9990.0000

The signature below, by a duly authorized representative of Foth, 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

Foth

By:

By:



Signature

Signature

Scott Rademaker

Printed Name

Printed Name

Senior Project Manager

Title

Title

October 11, 2024

Date

Date



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 21st day of January, 2025 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: Gbeardsly@FranklinWi.gov

Scope of Services Client hereby agrees to retain Consultant to provide soil evaluation per Attachment 1.

Schedule: Services shall be performed according to the following schedule:

Services will be coordinated with the contractor's 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 \$10,000.00 to \$15,000.00.
- 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: _____	Signed: 
Name (printed): _____	Name (printed): <u>Thomas J. Ludwig PE</u>
Title: _____	Title: <u>State Operations Director</u>
Date: _____	Date: <u>01/06/2025</u>
	Signed: 
	Name (printed): <u>Carrie L Voskuil</u>
	Title: <u>Senior Contracts Manager</u>
	Date: <u>01/06/2025</u>

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/7/2025
Reports & Recommendations	A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and a Storm Water Management Access Easement for 10903 South 60 th Street, TKN 982 9992 005	ITEM NO. Ald. Dist. 1 B.12.

BACKGROUND

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

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

The property owners of 10903 S. 60th Street are required to install green infrastructure improvements as part of their single-family home construction because it will include more than 5,000 square feet of new impervious surface. A rain garden will be constructed as the storm water management facility onsite to account for the new impervious surface.

ANALYSIS

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

FISCAL NOTE

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

RECOMMENDATION

Motion to adopt Resolution No. 2025- _____ a resolution for acceptance of a storm water facilities maintenance agreement and a storm water management access easement for 10903 S. 60th Street, TKN 982 9992 005.

Engineering Department: RA

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 -

A RESOLUTION FOR ACCEPTANCE OF A
STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A
STORM WATER MANAGEMENT ACCESS EASEMENT
FOR 10903 SOUTH 60TH STREET, TKN 982 9992 005

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

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

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

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

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said
maintenance agreement and access easement with the Register of Deeds for Milwaukee
County.

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

**STORM WATER MANAGEMENT
ACCESS EASEMENT**

Farnawicz Residence
10903 South 60th Street, Franklin, Wisconsin
Tax Key # 982 9992 005

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City" or "Grantee," and Michael & Hanna Farnawicz, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property), and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property. a storm water management basin as shown on the plan attached hereto as Exhibit "B", and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1 00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northeast Quarter and Southeast Quarter of the Southeast Quarter of Section Thirty Four (34), Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area")

- 1 That said Facilities shall be maintained and kept in good order and condition by the Grantor, at the sole cost and expense of the Grantor
- 2 That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Grantor, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Grantor to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence, provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity"

- 3 That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area
- 4 In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage
- 5 The Grantor shall be responsible for the routine maintenance of land on which the easement is located
- 6 The Facilities shall be accessible for maintenance by the Grantee at all times, and as the Facilities are only Green Infrastructure, upon notice which is practical under the then circumstances. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed
- 7 That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
- 8 The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
- 9 The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage, provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated
- 10 Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees
- 11 This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns
- 12 No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition
- 13 If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected

thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law

- 14 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin
- 15 Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate

[The remainder of this page is intentionally blank. Signature page follows]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF _____, 20__

GRANTOR:

_____ (Seal)

Michael Farinawicz (on behalf of Michael and Hanna Farinawicz)

STATE OF _____

ss

COUNTY OF _____

Before me personally appeared on the _____ day of _____, A D 20__

President or Name printed

Secretary or Name printed

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said person(s).

Notary Public

(_____)

My commission expires _____

CITY OF FRANKLIN

By _____

John R. Nelson, Mayor

By _____

Karen L. Kastenson, City Clerk

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

On this _____ day of _____ A D. 20__ before me personally appeared John R. Nelson and Karen L. Kastenson who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No _____ adopted by its Common Council on _____, 20__

Notary Public, Milwaukee County, Wisconsin

(_____)

My commission expires _____

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF December 11th, 2024

GRANTOR:

Michael Farnawicz (Seal)

Michael Farnawicz (on behalf of Michael and Hanna Farnawicz)

STATE OF Wisconsin

COUNTY OF Milwaukee ^{SS}

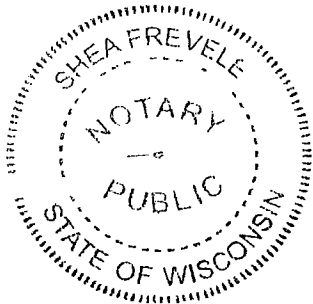
Before me personally appeared on the 11 day of December, A.D. 2024.

Michael Farnawicz

President or Name printed

Secretary or Name printed

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said person(s)



Shea Frevele

Notary Public

(Shea Frevele)

My commission expires 01/25/2025

CITY OF FRANKLIN

By: John R. Nelson, Mayor

By: Karen L. Kastenson, City Clerk

STATE OF WISCONSIN)

^{SS}
COUNTY OF MILWAUKEE)

On this _____ day of _____ A D. 20____ before me personally appeared John R Nelson and Karen L Kastenson who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No _____ adopted by its Common Council on _____, 20____.

Notary Public, Milwaukee County, Wisconsin

(_____)

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____ a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20 _____, as Document No _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property

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

a Wisconsin Banking Corporation

By _____

Name: _____

Title _____

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained

Name: _____

Notary Public _____

State of _____

County of _____

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents

_____ City Engineer

Date _____

Approved as to form only

_____ City Attorney

Date _____

Exhibit A

(Description of the Property)

Parcel 4 in Certified Survey Map No. 7330, being part of the North 50 acres of the East ½ of the Southeast ¼ of Section 34, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Exhibit B

(Depiction of the Facilities)

SEE ATTACHED

Appendix B to Farinawicz Residence Stormwater Management Easement

FCRC GI Sizing Tool Cover Sheet

The Fresh Coast Resource Center (Center) provides general information. By providing this information, the Center is not establishing a professional-client relationship with you. The green infrastructure that is appropriate for your situation depends upon many factors. The Center does not guarantee any specific level of performance, cost, capacity, or legality. You may need to consult qualified professionals to obtain specific advice for your situation. The Center is not responsible for personal injury or property damage caused by green infrastructure suggested by the Center.

Project Facts

To the owner, please be aware that native landscaping and one rain garden is required on this property, and that there will be 3 inches of ponding designed in the rain garden. In larger rain events, this ponding may take up to 43 hours to completely drawdown. It is advised to add native plantings to this rain garden due to the time it takes for the water to drawdown into the soil and to use stone where the downspout disconnection and driveway slope may enter the rain garden to deter any erosion.

Property Owner	Mike Farinawicz and Hanna Paskiewicz
Address	10903 South 60 th Street, Franklin, WI
Added Impervious Area	12,100 SF (current plan shows 11,688 SF)
Gallons of Capture Needed	3,771

Green Infrastructure Type	# of Type Needed
Native Landscaping	4,500 SF (1,800 gal)
Rain Garden	(36 ft x 18 ft) – 1,971 gallons

Appendix B to Farinawicz Residence Stormwater Management Easement

SIZING TOOL RESULTS

Disclaimer

Green infrastructure sizing calculator is specific to MMSD service area, results are not for final design, and not all MMSD green infrastructure strategies are included in the calculator. Refer to MMSD Chapter 13 Rules and Regulations for additional information.

Note: Please provide requested project information in blue boxes.

Project Drainage Area		Project Site Dimensions	
4000	Drainage Area (ft ²)	200	Available Project Area Length (feet)
3210	Impervious Drainage Area (ft ²)	20	Available Project Area Width (feet)
R	Land Use (C = Commercial, I = Industrial, R = Residential)	10	:1 Length to Width Ratio
		4,000	Available Project Area (ft ²)

Project Specific Questions

Yes | No

- Is the project area for the green infrastructure strategy within the right-of-way?
- Are the topographic slopes adjacent to the green infrastructure strategy greater than 12%?
- Is the depth to bedrock less than 6 feet?
- Is the depth to groundwater less than 6 feet?
- Is the project area within 10 feet horizontally of building foundations?
- Is the project area within 10 feet laterally from underground sanitary sewer infrastructure or other utilities?

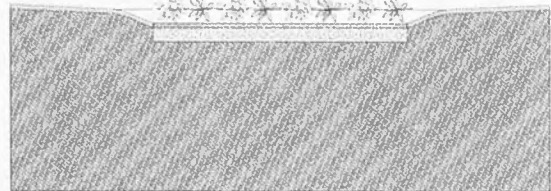
Typical Section Input Data

Adjacent Surface Slope	2	%	
Side Slopes	4	:1	
Ponding Depth	3	in.	
Mulch Layer Depth	2	in.	
Soil Media Layer Depth	4	in.	
Native Soil Infiltration Rate	0.07	in./hr.	

Extra Information / Notes

Suggested ratio approximately 2:1

Typical Cross Section Image



Results

Drainage Area	4,000	ft ²	
Impervious Area	3,210	ft ²	
Drainage Area Percent Impervious	80.3	%	
Required Total Storage Volume of Rain Garden	1,001	gallons	
Rain Garden Surface Length	36.0	feet	
Rain Garden Surface Width	18.0	feet	
Rain Garden Length to Width Ratio	2.0	:1	
Required Rain Garden Surface Area	324	ft ²	
Rain Garden Surface Area	648	ft ²	
Required Surface Area at Existing Ground Surface	760	ft ²	
Total Storage Volume	1,971	gallons	
Has adequate surface area been provided?	Yes		

Extra Results

Runoff Volume from Imp. Surfaces from 0.5-inch Rainfall	133.8	ft ³	
Required Total Storage Volume of Rain Garden	133.8	ft ³	
Soil Porosity	0.27		
Ponding Storage Volume	176.0	ft ³	
Mulch Storage Volume	29.2	ft ³	
Soil Media Storage Volume	58.3	ft ³	
Total Storage Volume	263.5	ft ³	
Ponding Drawdown Time	42.9	hours	
Total Rain Garden Drawdown Time	66.0	hours	
Excavation	18.5	CY	
Mulch	4.0	CY	
Soil Media	8.0	CY	

Appendix B to Farinawicz Residence Stormwater Management Easement

Notes:

Ponding depth refers to depth of the stormwater that will “pool” or “pond” within the GI. Ponding may last for a majority of the draw down time.

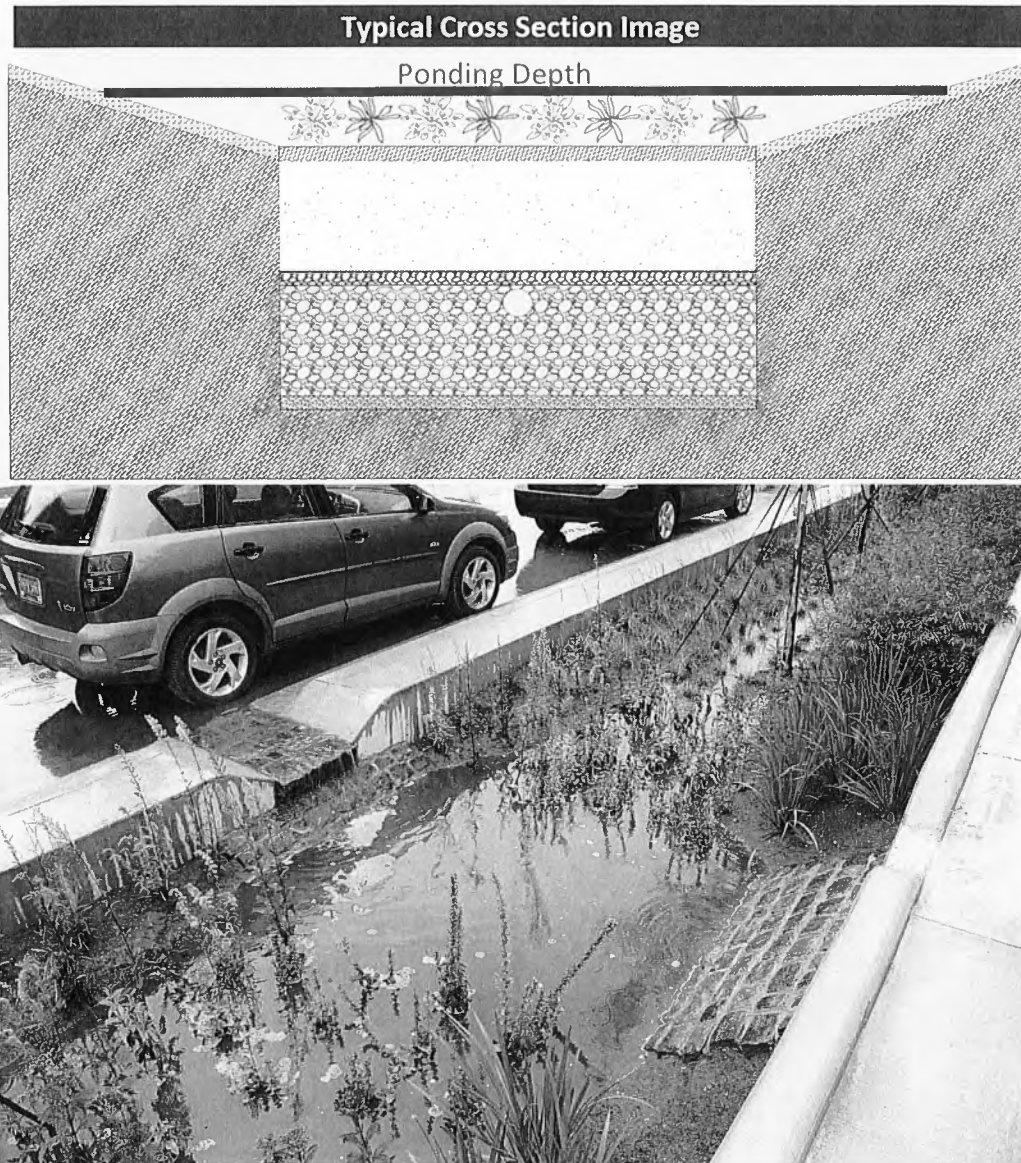
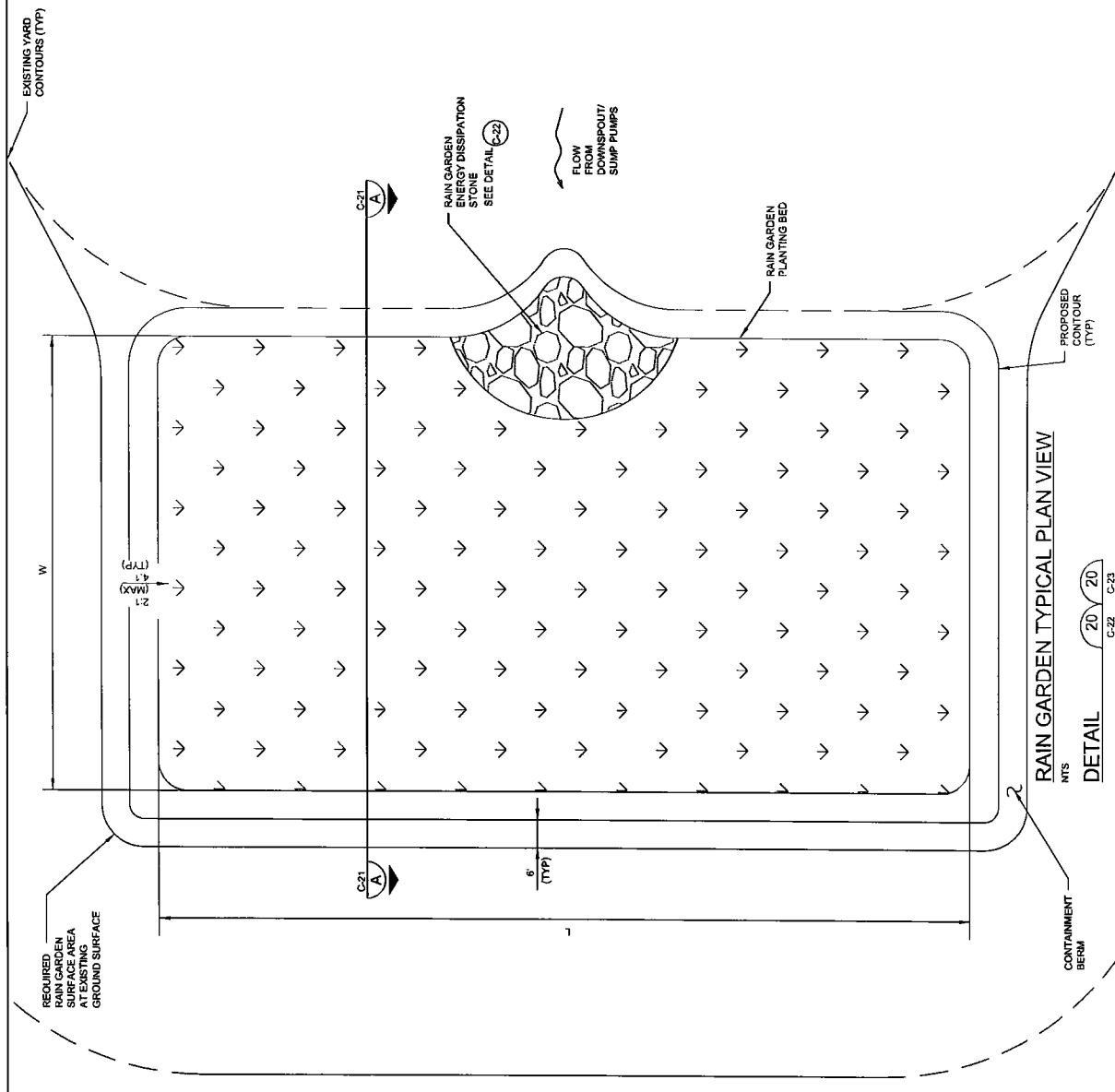


Figure 1. Ponding in a bioswale

Draw down time refers to the amount of time it takes for the ponded stormwater to soak into the ground.

Slope Ratio refers to the steepness of the side slope to the bottom of the ponding area.



DIMENSION	DESCRIPTION	DISTANCE
L	PLANTED BED SURFACE LENGTH	X
W	PLANTED BED SURFACE WIDTH	X

FINAL

DRAWING NO. C-20
SHEET 22
DATE JULY 2016
CONTRACT MMSD04P21
MMSD, I.E.

MMSD
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
WATERCOURSE GREEN INFRASTRUCTURE STANDARD SPECIFICATIONS AND PLAN TEMPLATES
CIVIL
RAIN GARDEN TYPICAL PLAN VIEW

PARTNERS FOR A CLEANER ENVIRONMENT

PAB
AP/JD

REVISION DESCRIPTION
GREEN INFRASTRUCTURE SIZING TOOL UPDATES
AT5
BY

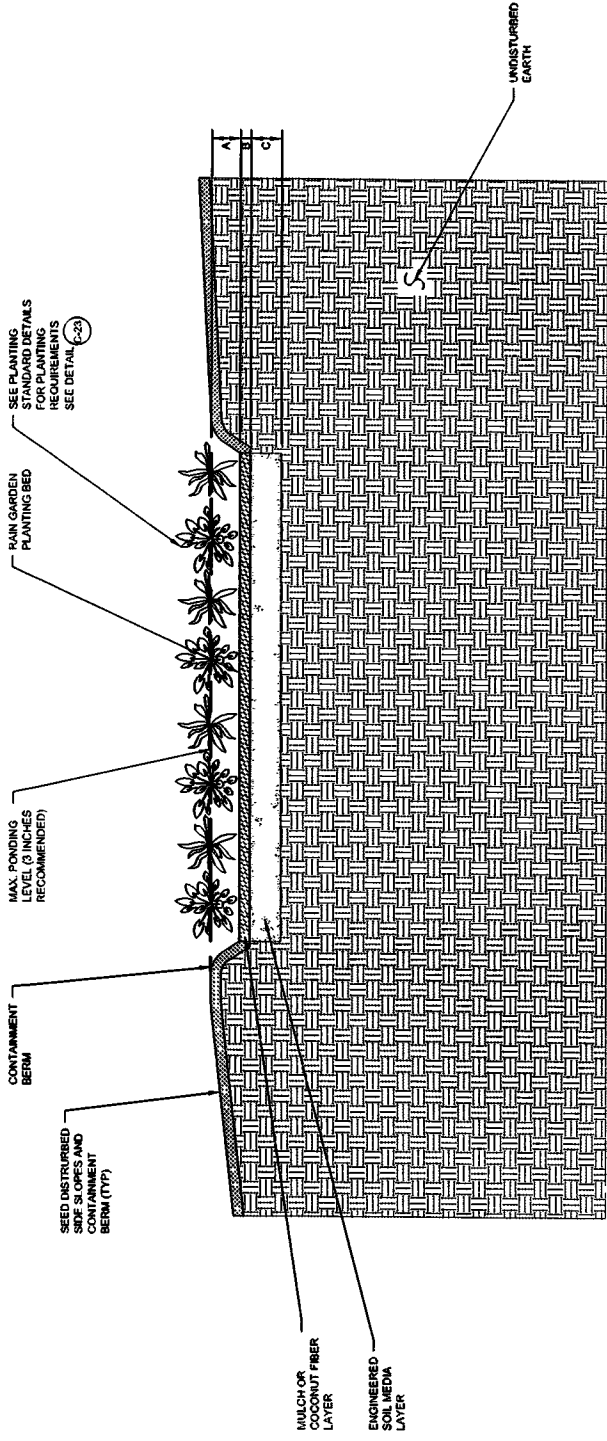
REV. NO. DATE
A 07/21

This Design Prepared For MMSD By:

DESIGN FIRM
DR. BOEHLER
CHK
CJR
APPD
JTL

REUSE OF DOCUMENTS
DESIGN DOCUMENTS ARE TO BE REUSED IN ALL PROJECTS UNLESS INDICATED OTHERWISE. REUSE OF DOCUMENTS IN OTHER PROJECTS IS AT THE USER'S RISK. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DOCUMENTS AND FOR OBTAINING THE NECESSARY PERMISSIONS FROM THE ORIGINAL DESIGNER. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMISSIONS FROM THE ORIGINAL DESIGNER.

VERIFY SCALES
ALL SCALES SHALL BE IN FEET AND INCHES.
EXCEPTIONS SHALL BE INDICATED BY A NOTE.
NOT ONE INCH ON SCALE IS ACCORDING



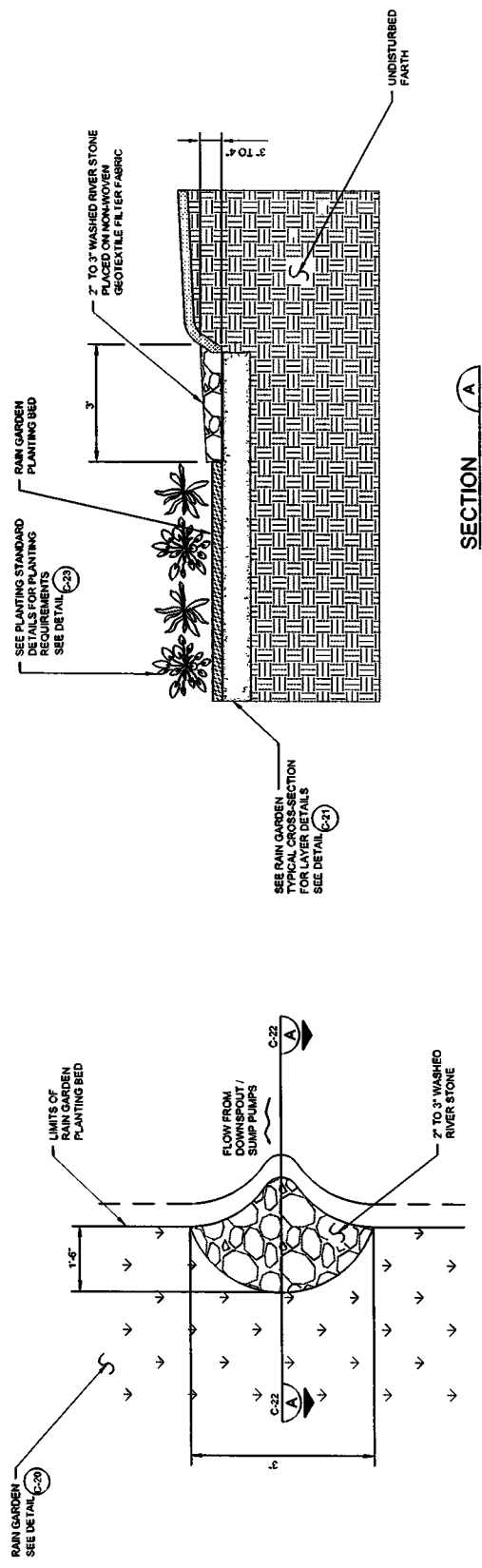
DIMENSION	LAYER NAME	DEPTH
A	SURFACE PONDING	X
B	MULCH OR COCONUT FIBER	X
C	ENGINEERED SOIL MEDIA	X

RAIN GARDEN TYPICAL CROSS-SECTION

SECTION A
NTS C-20

DETAIL 21
C-22

<p>REUSE OF DOCUMENTS</p> <p>THIS DOCUMENT AND THE DETAILS AND SPECIFICATIONS ARE THE PROPERTY OF MMSD. NO PART OF THIS DOCUMENT OR ITS CONTENTS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MMSD. THIS DOCUMENT IS THE PROPERTY OF MMSD AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MMSD.</p>	<p>DESIGN BY PA ROEPER</p> <p>CHECKED BY JTL</p>	<p>This Design Prepared For MMSD By</p>	<p>REV. NO.</p>	<p>DATE</p>	<p>REVISION DESCRIPTION</p>	<p>BY</p>	<p>DATE</p>	<p>GREEN INFRASTRUCTURE SIZING TOOL UPDATES</p>	<p>ATS</p>	<p>PAG</p>	<p>APVD</p>	<p>MMSD PREPARED FOR A CLEANER ENVIRONMENT</p>	<p>MILWAUKEE METROPOLITAN SEWERAGE DISTRICT WATERCOURSE GREEN INFRASTRUCTURE STANDARD SPECIFICATIONS AND PLAN TEMPLATES CIVIL RAIN GARDEN TYPICAL CROSS-SECTION</p>	<p>DRAWING NO.</p>	<p>C-21</p>
			<p>SHEET</p>	<p>23</p>											
			<p>DATE</p>	<p>JULY 2016</p>											
												<p>CONTRACT</p>	<p>M88354PZ1</p>		
												<p>PROJECT</p>	<p>FINAL</p>		

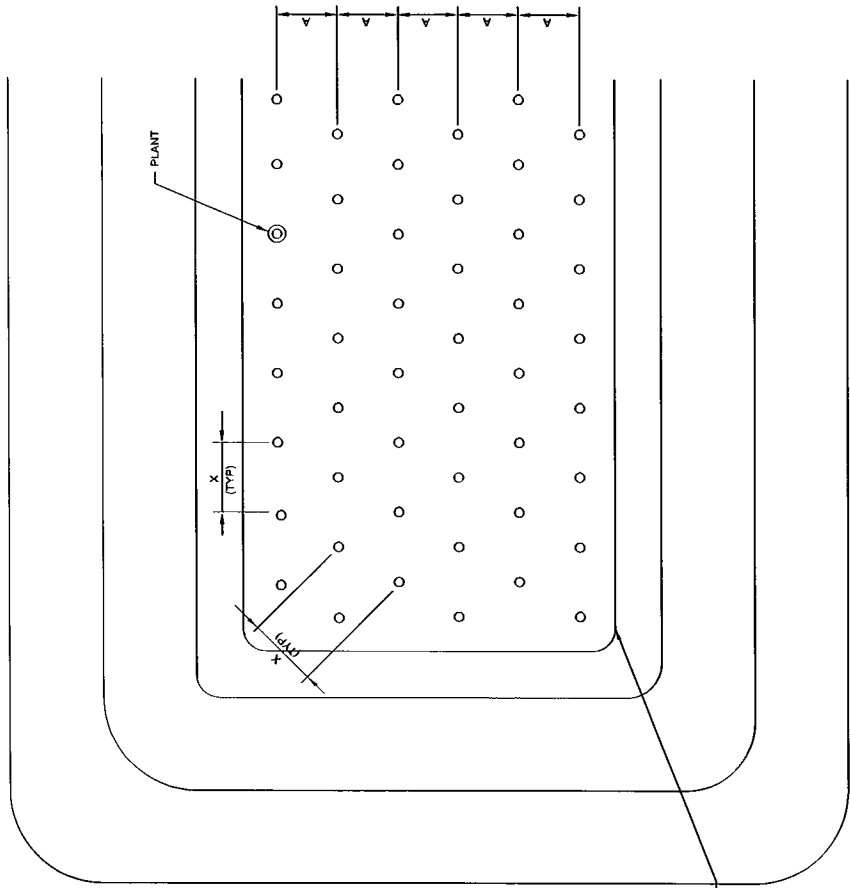


PLAN VIEW

RAIN GARDEN ENERGY DISSIPATION STONE

DETAIL 22 C20

REUSE OF DOCUMENTS THIS DOCUMENT IS THE PROPERTY OF STRAND ASSOCIATES. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.	DESIGN DR: BOSEPER CR: [blank] AP/VD: [blank] JTL	This Design Prepared For: MMSD By:		MMSD PARTNERS FOR A CLEANER ENVIRONMENT	WATERCOURSE GREEN INFRASTRUCTURE STANDARD SPECIFICATIONS AND PLAN TEMPLATES CIVIL RAIN GARDEN ENERGY DISSIPATION STONE	MARIWAUGE METROPOLITAN SEWERAGE DISTRICT	DRAWING NO.	C-22	FINAL
		SHEET	24				DATE	JULY 2016	



SPACING "X" (SUGGESTED PLANT SPACING)	SPACING "A"
8" O.C.	7'
12" O.C.	10 1/2'
18" O.C.	15 1/2'
24" O.C.	20 3/4'
30" O.C.	28'
36" O.C.	31'
42" O.C.	36'
60" O.C.	52'

RAIN GARDEN
PLANT SPACING

DETAIL
NTS

23 23
C-21 C-22

REUSE OF DOCUMENTS DESIGNATIONS SHOULD BE IN THE SAME POSITION AS IN THE ORIGINAL DRAWING AND TO BE USED IN THE SAME MANNER AS THE ORIGINAL DRAWING. ANY CHANGES TO THE ORIGINAL DRAWING SHOULD BE INDICATED BY A REVISION TABLE AND A REVISION NUMBER.	VERIFY SCALES MATCHES ALL OTHER DRAWINGS NOT ONE IN ONE SCALE IS ACCURATE	DSGN DRK DR BOGEEER CHK CJK APPD JTL	This Design Prepared For MMSD By 	REV. NO.	DATE	BY	APVD	REVISION DESCRIPTION	MMSD PARTNERS FOR A CLEANER ENVIRONMENT	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT WATERCOURSE GREEN INFRASTRUCTURE STANDARD SPECIFICATIONS AND PLANT TEMPLATES CIVIL RAIN GARDEN PLANT SPACING	DRAWING NO.	C-23
				REV. NO.	DATE	BY	APVD	REVISION DESCRIPTION			SHEET	25
										DATE	JULY 2016	
										CONTRACT	M03054P21	
										MMSD FILE		

FINAL

Exhibit C

(Description of Easement Area)

SEE ATTACHED

Depiction of Easement Area (Rain Garden & Natural Landscaping)

PLAT OF SURVEY

Revised Home 15.41.2010 5160
1600 L. Hill St. N. Ave
J 93 4

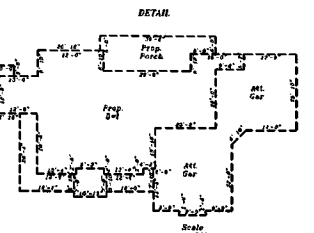
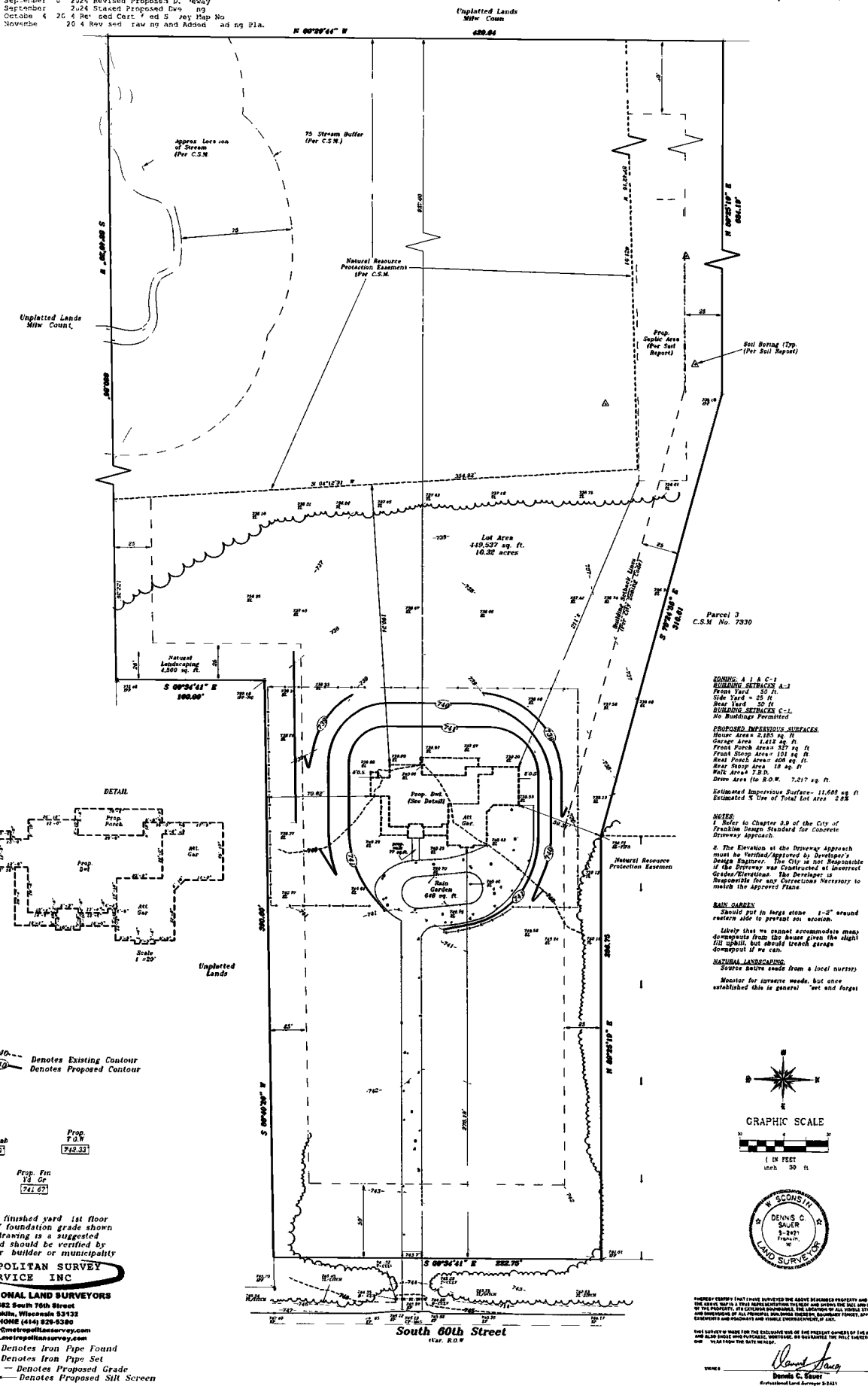
LOCATION 16903 South 60th Street Franklin Wisconsin

LEGAL DESCRIPTION

Parcel 4 CERTIFIED SURVEY MAP NO 7330 part of the North East 4 and South East 4 of the South East 4 of Section 5 North Range 2 East of the 1st Meridian

September 4 024 (Drawing Onl)
September 0 2024 Revised Proposed Drawing
September 2024 Stacked Proposed Drawing
October 4 2024 Revised Certified Drawing
November 2024 Revised Drawing and Added Drawing

Sheet 1 of 56 5



ZONING: A 1 & C-1
BUILDING SETBACKS: A-1
 Front Yard = 20 ft.
 Side Yard = 25 ft.
 Rear Yard = 30 ft.
BUILDING SETBACKS: C-1
 No Building Permitted

PROPOSED IMPERVIOUS SURFACES:
 House Area = 2,185 sq. ft.
 Garage Area = 1,418 sq. ft.
 Front Porch Area = 327 sq. ft.
 Front Stoop Area = 101 sq. ft.
 Rear Porch Area = 100 sq. ft.
 Rear Stoop Area = 10 sq. ft.
 Walk Area = 7.8 D.
 Drive Area (to R.O.W.) = 7,217 sq. ft.
 Estimated Impervious Surface = 11,680 sq. ft.
 Estimated % Use of Total Lot Area = 2.5%

NOTES:
 1. Refer to Chapter 3.0 of the City of Franklin Design Standard for Concrete Driveway Approach.
 2. The Elevation at the Driveway Approach must be Verified/Approved by Developer's Design Engineer. The City is not Responsible if the Driveway was Constructed at Incorrect Elevation. The Developer is Responsible for any Corrections Necessary to Match the Approved Plans.

RAIN GARDEN:
 Should not be larger than 1'-2" around exterior side to prevent soil erosion.
 Likely that we cannot accommodate many downspouts from this house given the slight fill uphill, but should check drainage downspout if we can.

NATURAL LANDSCAPING:
 Subject matter issued from a local nursery.
 Monitor for invasive weeds, but once established this is general "set and forget"

---110--- Denotes Existing Contour
 ---120--- Denotes Proposed Contour

Gar. Slab 1242.00'
 Prop. F.O.W. 1242.00'
 Prop. Fin 1/2 Cr 1241.67'

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

METROPOLITAN SURVEY SERVICE INC

PROFESSIONAL LAND SURVEYORS
 4482 South 76th Street
 Franklin, Wisconsin 53132
 PHONE: (414) 829-5280
 survey@metropoliansurvey.com
 www.metropoliansurvey.com

○ Denotes Iron Pipe Set
 ○ Denotes Proposed Grade
 --- Denotes Proposed Silt Screen



THESE PLANS HAVE BEEN PREPARED BY THE ABOVE NAMED PROFESSIONAL ENGINEER AND ARCHITECT AND TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND ALL APPLICABLE ORDINANCES, REGULATIONS, STANDARDS, SPECIFICATIONS AND REQUIREMENTS OF ALL APPLICABLE AGENCIES AND AUTHORITIES. THE PROFESSIONAL ENGINEER AND ARCHITECT ACCEPTS RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF THESE PLANS.

THE SURVEY WAS MADE FOR THE CALCULATION OF THE PLAT OF THE PROPERTY AND THE PLAT IS VALID AND CORRECT AND ALSO VALID AND CORRECT, UNLESS OTHERWISE STATED BY THE PLAT. THE PLAT IS VALID AND CORRECT UNLESS OTHERWISE STATED BY THE PLAT.

Dennis C. Sawyer
 Dennis C. Sawyer
 Professional Land Surveyor 3-2471

STORM WATER FACILITIES MAINTENANCE AGREEMENT

Farinawicz Residence
10903 South 60th Street, Franklin, Wisconsin
Tax Key # 982 9992 005

This AGREEMENT, made and entered into this seventeenth day of December, 2024, by and between Michael and Hanna Farinawicz, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

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

Parcel 4 in Certified Survey Map No. 7330, being part of the North 50 acres of the East ½ of the Southeast ¼ of Section 34, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

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

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

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

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

- 1 The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the green infrastructure plan approved on November 4th, 2024 by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer

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

under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

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

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

SEALED IN PRESENCE OF:

_____, Owner

By Michael Farnawicz (on behalf of Michael and Hanna Farnawicz)

STATE OF WISCONSIN)ss.
_____ COUNTY)

Personally came before me this _____ day of _____, 20____, the above named _____, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

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

CITY OF FRANKLIN

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

COUNTERSIGNED

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

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

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

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

This instrument was drafted by the City Engineer for the City of Franklin
Form approved _____

Jesse A Wesolowski, City Attorney

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

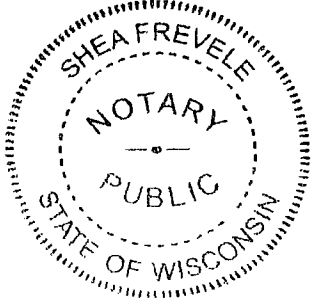
SEALED IN PRESENCE OF

Michael Farnawicz, Owner

By Michael Farnawicz (on behalf of Michael and Hanna Farnawicz)

STATE OF WISCONSIN)ss
MILWAUKEE COUNTY)

Personally came before me this 11 day of December, 20 , the above named Michael Farnawicz, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated



Shea Frevele
Notary Public, Milwaukee County, WI
(Shea Frevele)
My commission expires 01/25/2025

CITY OF FRANKLIN

By _____ (Seal)
Name John R Nelson
Title Mayor

COUNTY SIGNED

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

STATE OF WISCONSIN)ss
MILWAUKEE COUNTY)

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

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

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

Jesse A. Wesolowski, City Attorney

EXHIBIT A

**OPERATION AND MAINTENANCE INSPECTION REPORT
STORMWATER MANAGEMENT PONDS
City of Franklin**

Name of Development Farnawicz Residence (10903 South 60th Street, Franklin, Wisconsin)

Responsible Party Name Michael Farnawicz Address 10903 S 60th Street, Franklin

Telephone No 262 309 3964 Fax No n/a E-mail mike.farina@gmail.com

Inspector Name _____ Address _____

Telephone No _____ Fax No _____ E-mail _____

Basin Location General Address _____ Section No _____

Normal Pool Yes No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1 Embankment and Emergency spillway			
1 Vegetation and ground cover adequate			
2. Embankment erosion			
3 Animal burrows			
4 Unauthorized plantings			
5 Cracking, bulging, or sliding of dam			
1 Upstream face			
2 Downstream face			
3 At or beyond toe			
Upstream			
Downstream			
4 Emergency spillway			
6. Pond, toe & chimney drains functioning			
7 Seeps/leaks on downstream face			
8 Slope protection or riprap failures			
9 Emergency spillway clear of debris			
10 Other (specify)			
2 Riser and principal spillway			
Type Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1 Low flow orifice obstructed			
2 Primary outlet structure			
1 Debris removal necessary			
2 Corrosion control			
3 Trash rack maintenance			
1 Debris removal necessary			
2. Corrosion control			
3 Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			



PARTNERS FOR A CLEANER ENVIRONMENT

November 4, 2024

Michael N. Paulos, PE, CDT, LEED AP
Interim City Engineer
Engineering Department
City of Franklin

Subject: Notice of Approval for Mike Farinawicz and Hanna Paskiewicz residence Green Infrastructure (GI) Plan

Dear Mr. Paulos,

The Milwaukee Metropolitan Sewerage District (MMSD) is pleased to notify the City of Franklin that the GI Plan for Mike Farinawicz and Hanna Paskiewicz residence has been approved.

The GI Plan meets the requirements of Chapter 13 Surface and Stormwater Rules of the District based on the information submitted on November 4, 2024.

Please note that a build over permission letter is needed from the Manager of Engineering Planning if any work is within MMSD easements or 10 feet from MMSD assets/facilities.

Sincerely,

Stephane Gautier

Stephane Gautier
Project Engineer

Milwaukee Metropolitan Sewerage District

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

414-272-5100 www.mmsd.com 

RAIN GARDEN INSPECTION AND MAINTENANCE

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

Referring to Planting Plans & Photos: It is especially important to refer to planting plans and photos that show what types of vegetation should be present, and where maintenance crews should or should not mow.

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

Inspection Focus: Inspections should focus on the growth and condition of vegetation, including any weeds or invasives; soil conditions (especially sediment build-up or clogging); and stormwater flow paths and erosion. Maintenance of any items identified in the inspections should be completed within 7 days of the inspection.

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

- Identifying any bare areas in the rain gardens
- Identifying any low or eroded areas in the engineered soil
- Identifying any structural component issues

Manual Weed Control: Depending on establishment and condition of planting bed, as many as 12 weeding visits could occur during the typical six month growing season of mid-April through mid-October. The weeds are growing most aggressively from early May through mid-July (before native warm season grasses have filled out). During this period, visits may need to be weekly. Ornamental landscapes will typically require more visits than naturalized ones, but to begin with, naturalized landscapes will require more visits. As naturalized landscapes are established, the frequency of manual weed control will taper off.

RAIN GARDEN MAINTENANCE TASKS, INDICATORS AND FREQUENCY

Task	Description	Maintenance Indicator	Minimum Frequency
General			
Sign Care	Wipe down sign.	If dust or grime is present.	Annually
Graffiti Removal	Remove graffiti from site structures, sign, or GI strategy surfaces.	If graffiti is present on GI sign, or adjacent to GI area.	As needed
Structural Components			
Structural Clearing & Maintenance	Clear trash, debris, sediments, etc. from conveyance structures or gutters draining to the rain garden.	Clogged downspouts, gutters, pipes, or structures.	Biannually
Vegetation Components			
Invasive Species Control	Control invasive species impacting desired plant species in rain garden. Refer to Appendix of Top 10 Invasive Species for list of the most common invasive species found in GI strategies in Southeastern WI.	Invasive plants are present in rain garden.	Biannually
Manual Weed Control	Remove weeds by hand weeding.	If weeds are present in rain garden.	Monthly (spring through fall – more frequently May through July)
Mowing	Mow plants if height of vegetation exceeds recommended heights. Mow perimeter edge of naturalized GI within vegetated grassy areas.	If height of vegetation exceeds recommended heights.	Annually
Pest Management*	Inspect plants for signs of disease or predation.	Presence of pests or diseased plants.	Biannually
Plant Replacement	Remove and replace dead plants.	If at least 10% of the plants have died.	As needed

Task	Description	Maintenance Indicator	Minimum Frequency
Pruning	Remove damaged, diseased or dead branches or woody plants, small trees, or shrubs	If damaged, diseased, or dead branches are present, or if safe line of sight is obstructed.	Annually
Vegetation Maintenance	Trimming and/or transplanting annual herbaceous vegetation.	Presence of decayed material.	Annually
Watering	Water plants as necessary to ensure survival during extended dry periods.	Yellow or brown tips or leaves, dying plants, or wilted/dehydrated leaves or stalks. Note, yellow leaves can also be an indicator that plants are receiving too much water.	As needed, depending on weather
Woody Vegetation Removal	Remove woody vegetation or saplings.	If unplanned woody vegetation or saplings are present in rain garden.	Annually
Growing Medium/Planting Bed Components			
Erosion Repair	Stabilize any disturbed areas with live plantings or seed and biodegradable erosion matting.	If minor (<20 sf), nonrecurring erosion is present within the rain garden, or if erosion is deeper than 2 inches.	As needed
Mulch Amendment/Replacement	Amend (i.e. rake, aerate, and add material), or replace mulch in rain garden.	If visible mulch is observed to have bare spots, depth is less than 2 inches or appears compacted or disarrayed in or around the rain garden.	Annually or as needed
Organic Debris Removal	Remove excess organic debris (e.g., leaves, plant decay, etc.) from rain garden surfaces.	If present in rain garden.	Biannually
Sediment Removal	Remove sediment from rain garden basin and surrounding areas, including gutters and sidewalks.	If sediment is present or visible in or around the rain garden, and if sediment is more than 1 inch.	Biannually or as needed
Settling Repair	Repair rain garden areas that have settled.	Area is observed to be lower than surrounding areas of designed elevation of the rain garden.	As needed

Task	Description	Maintenance Indicator	Minimum Frequency
Surface Media Renovation	Remove top inches of filter media and cultivating the surface.	Rain garden area is clogged or not draining properly within 48 hours of a rainfall.	As needed
Trash Removal	Remove trash from rain garden planting beds and surrounding areas. Report any evidence of dumping.	If present in or around the rain garden.	Monthly (spring through fall)
* Integrated Pest Management (IPM) routines are encouraged This involves inspecting the plants for signs of disease or predation The IPM approach encourages non-chemical methods for treated diseases or pests as a first resort			

RAIN GARDEN EXPECTED ANNUAL MAINTENANCE

It is recommended to complete twelve (12) site visits annually for rain garden maintenance. The timing and the tasks related to each of these site visits is detailed in the below table.

Task	Spring	Summer	Fall	Winter	After 2-inch Rainfall ¹
Site Inspection	1 ²				2
Mowing			1 ³		
Manual Weed Control	3	3	3		
Pest Management		1	1		
Invasive Species Control		1	1		
Vegetation Maintenance	1				
Trash Removal	2	2	2		2
Organic Debris Removal	1		1		2
Pruning			2		
Structural Clearing & Maintenance	1				2
Woody Vegetation Removal			1		
Sediment Removal	1		1		2
Mulch Amendment/Replacement	1				2
Total Minimum Annual Expected Maintenance	4	3	3		2

¹ A summary of rainfall data at General Mitchell Airport revealed that there has been at least one 2-inch rainfall from 2014-2019. This table assumes two 2-inch, 24-hour rainfalls per year for planning purposes.

² Initial site inspection shall be completed mid-April after snowmelt. The site inspection should be the focus and other maintenance tasks **should not be considered** at this time. Site inspections conducted after 2-inch rainfalls can be combined with other maintenance tasks as needed.

³ Mowing frequency is based on an established, native landscape. Mowing may take place in late-fall or early-spring depending on plant species.

If the native landscaping is recently established, the mowing is usually conducted in decreasing frequencies from the date of planting. Often five mowings the first full growing season, four the second, three the third, and so on. This allows the native seed to germinate and prevent annual weeds from flowering and setting seed.

If ornamental grasses are used, they are not mown, but usually trimmed back in early spring of each year.

EXHIBIT B
DEPICTION OF THE FACILITIES

SEE ATTACHED

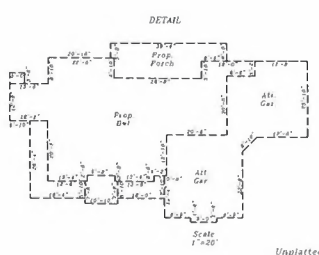
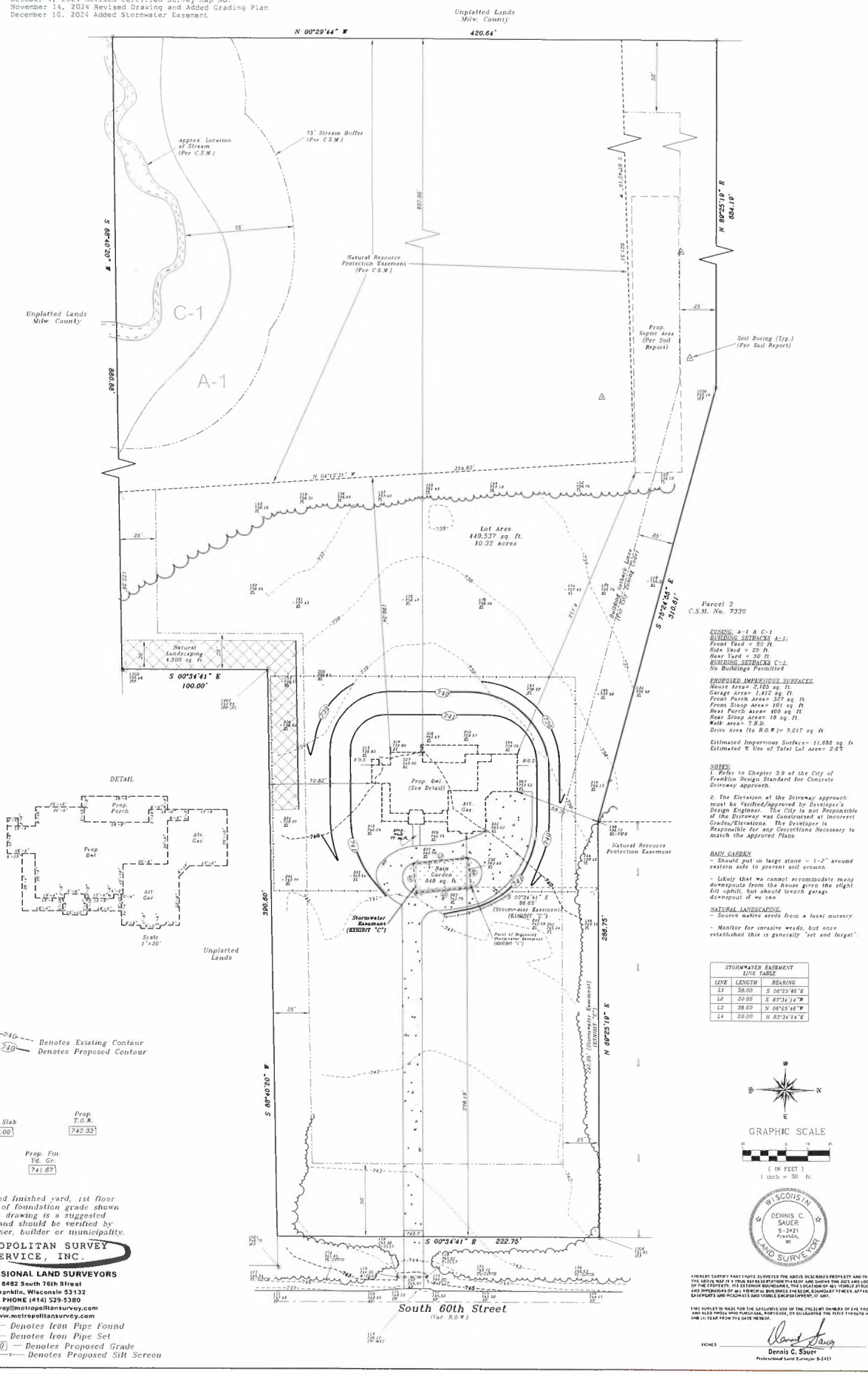
Depiction of the Facilities

LOCATION:

LEGAL DESCRIPTION: Parcel 4 in CERTIFIED SURVEY MAP NO. 7330, part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

September 4, 2024 (Drawing Only)
September 10, 2024 Revised Proposed Driveway
September 19, 2024 Staked Proposed Driveway
October 4, 2024 Revised Certified Survey Map No.
November 14, 2024 Revised Drawing and Added Grading Plan
December 10, 2024 Added Stormwater Easement

Survey No. 115356-S



ZONE A-1 & C-1 BUILDING STRIPPER A-1:
Front Yard = 25 ft
Side Yard = 25 ft
Rear Yard = 25 ft

BUILDING STRIPPER C-1:
No Buildings Permitted

PROPOSED IMPERVIOUS SURFACES:
House Area = 2,185 sq. ft.
Garage Area = 1,412 sq. ft.
Front Porch Area = 327 sq. ft.
Front Stoop Area = 101 sq. ft.
Rear Porch Area = 409 sq. ft.
Rear Stoop Area = 19 sq. ft.
Walk Area = 7.8 D.
Drive Area (to R.O.S.) = 7,817 sq. ft.
Estimated Impervious Surface = 11,686 sq. ft.
Estimated % Use of Total Lot Area = 2.6%

NOTES:
1. Refer to Chapter 3.9 of the City of Franklin Design Standard for Concrete Driveway Approach.
2. The Elevation at the Driveway Approach must be Verified/Approved by Developer's Design Engineer. The City is not Responsible if the Driveway was Constructed at Incorrect Grade/Elevation. The Developer is Responsible for any Corrections Necessary to Match the Approved Plans.

RAIN GARDEN:
- Should put in large stone - 1'-2" around eastern side to prevent soil erosion.
- Likely that we cannot accommodate many downspouts from the house given the slight fill uphill, but should trash garage downspout if we can.

NATURAL LANDSCAPING:
- Source native seeds from a local nursery.
- Monitor for invasive weeds, but once established this is generally "set and forget".

STORMWATER EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1	38.00	S 05°14'14" W
L2	20.00	S 85°21'14" W
L3	38.00	N 05°25'16" W
L4	20.00	N 85°21'14" W



PROFESSIONAL LAND SURVEYORS
8482 South 76th Street
Franklin, Wisconsin 53132
PHONE (414) 529-5380
survey@metropolitansurvey.com
www.metropolitansurvey.com

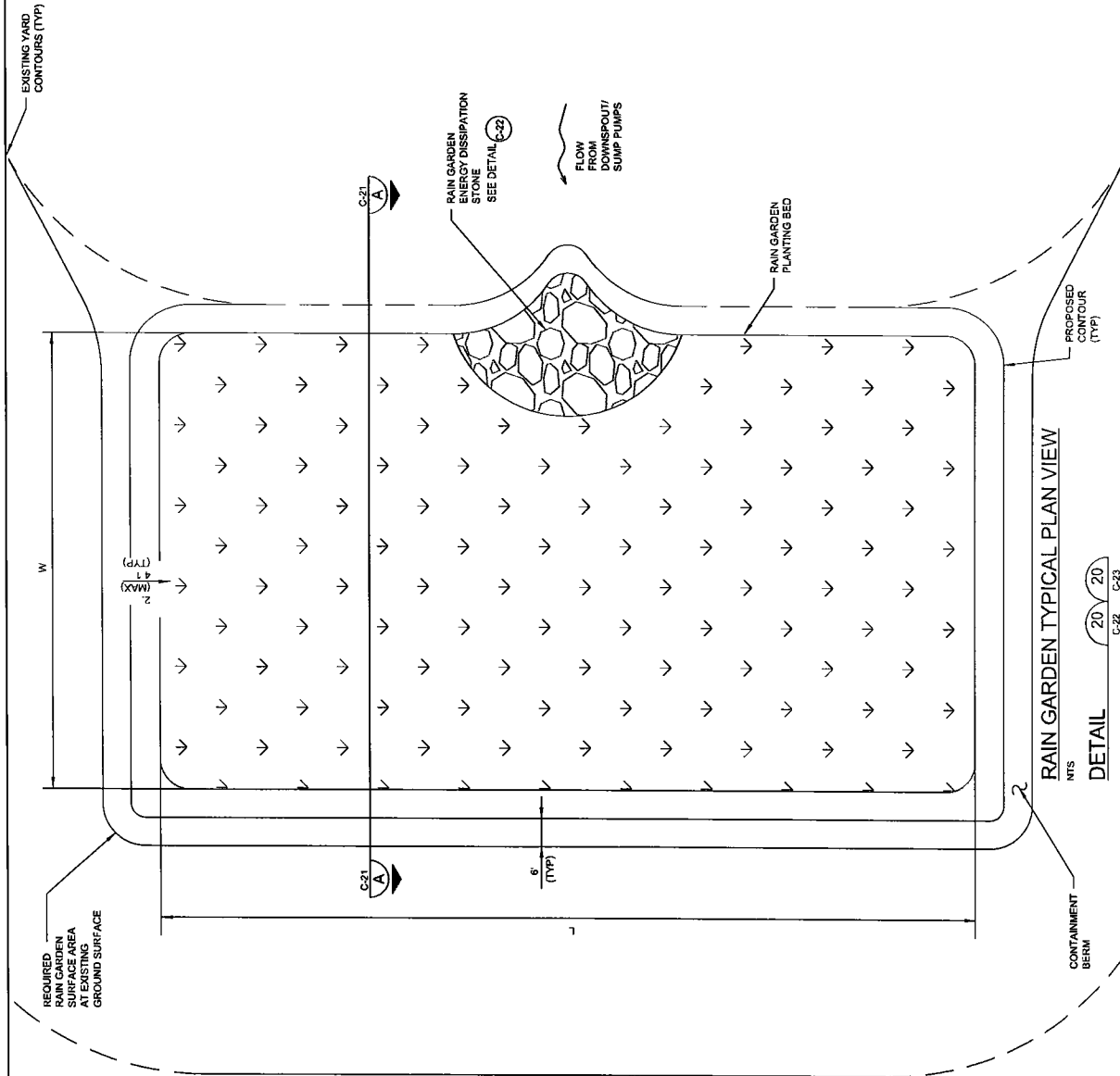
1" = Denotes Iron Pipe Found
O = Denotes Iron Pipe Set
0.00(0) = Denotes Proposed Grade
---(S)--- = Denotes Proposed Silt Screen

740 --- Denotes Existing Contour
740 --- Denotes Proposed Contour

Gar. Slab 742.00
Prop. 742.33
Prop. Fin 741.87

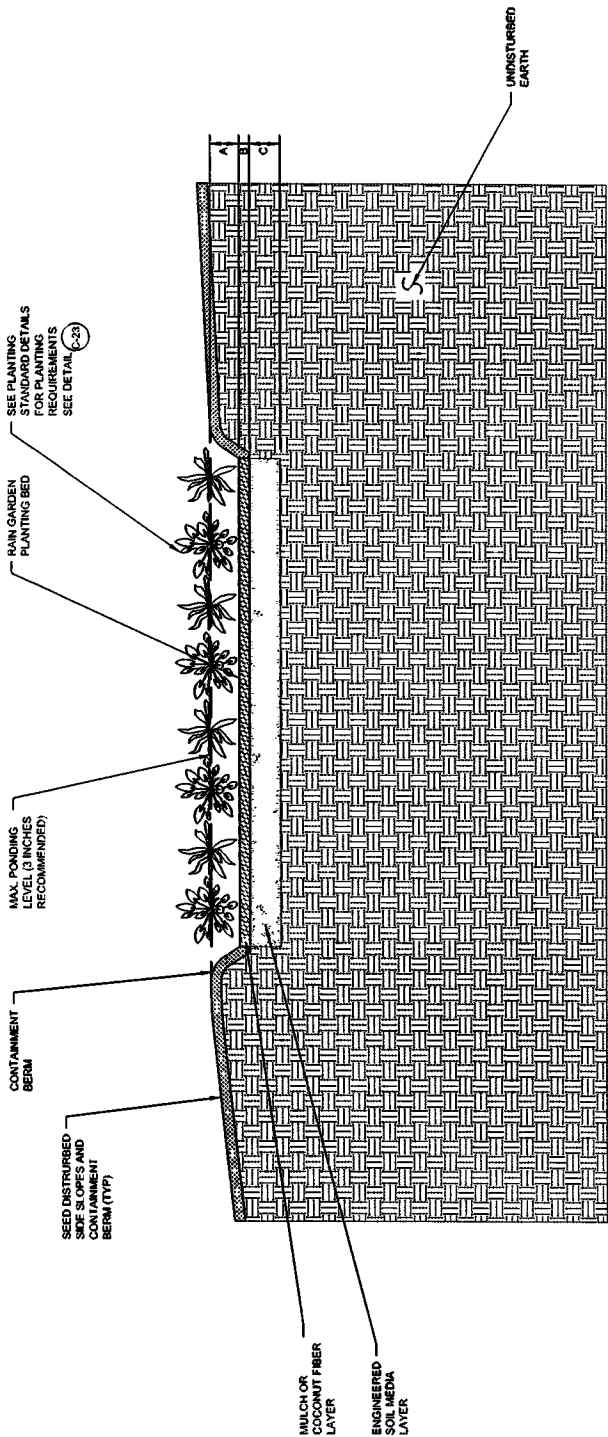
Proposed finished yard, 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner, builder or municipality.

115356-S
Dennis C. Sauver
Professional Land Surveyor No. 2421



DIMENSION	DESCRIPTION	DISTANCE
L	PLANTED BED SURFACE LENGTH	X
W	PLANTED BED SURFACE WIDTH	X

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			MMSD					



DIMENSION	LAYER NAME	DEPTH
A	SURFACE PONDING	X
B	MULCH OR COCONUT FIBER	X
C	ENGINEERED SOIL MEDIA	X

RAIN GARDEN TYPICAL CROSS-SECTION

SECTION A
NTS C-20

DETAIL 21
C-22

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DESIGN
MFK
PA ROEPPER
CHK
CJR
APP'D
JFL

This Design Prepared For MMSD By:

REV. NO. A DATE 07/21

GREEN INFRASTRUCTURE SIZING TOOL UPDATES
REVISION DESCRIPTION

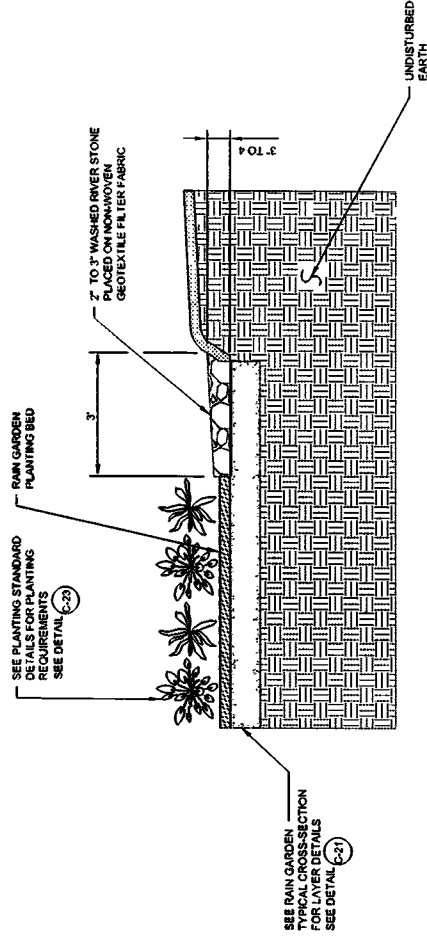
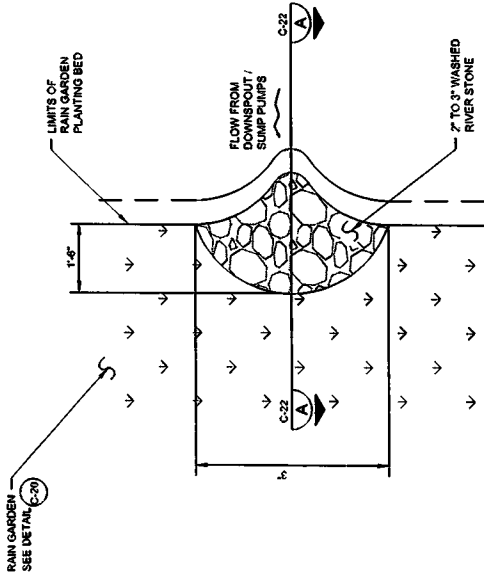
ATS BY
PAB JVP/D



MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
WATERCOURSE
GREEN INFRASTRUCTURE STANDARD SPECIFICATIONS AND PLAN TEMPLATES
CIVIL
RAIN GARDEN TYPICAL CROSS-SECTION

DRAWING NO. C-21
DATE JULY 2016
CONTRACT M03064P21
MMSD FILE

FINAL



SECTION A

PLAN VIEW

RAIN GARDEN ENERGY DISSIPATION STONE

NTS

DETAIL 22 C-20

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VERIFY SCALES
 VERIFY SCALES FOR ALL DIMENSIONS AND ELEVATIONS. ORIGINAL DRAWING: C-20
 NOT DIMENSIONED TO SCALE
 SCALES ACCORDANCE: JTL

PERSONS
 DR: ROSEBER
 CK: JTL
 AP/VD: JTL

This Design Prepared For MMSD By:
SA STRAND ASSOCIATES

REV. NO. DATE REVISION DESCRIPTION

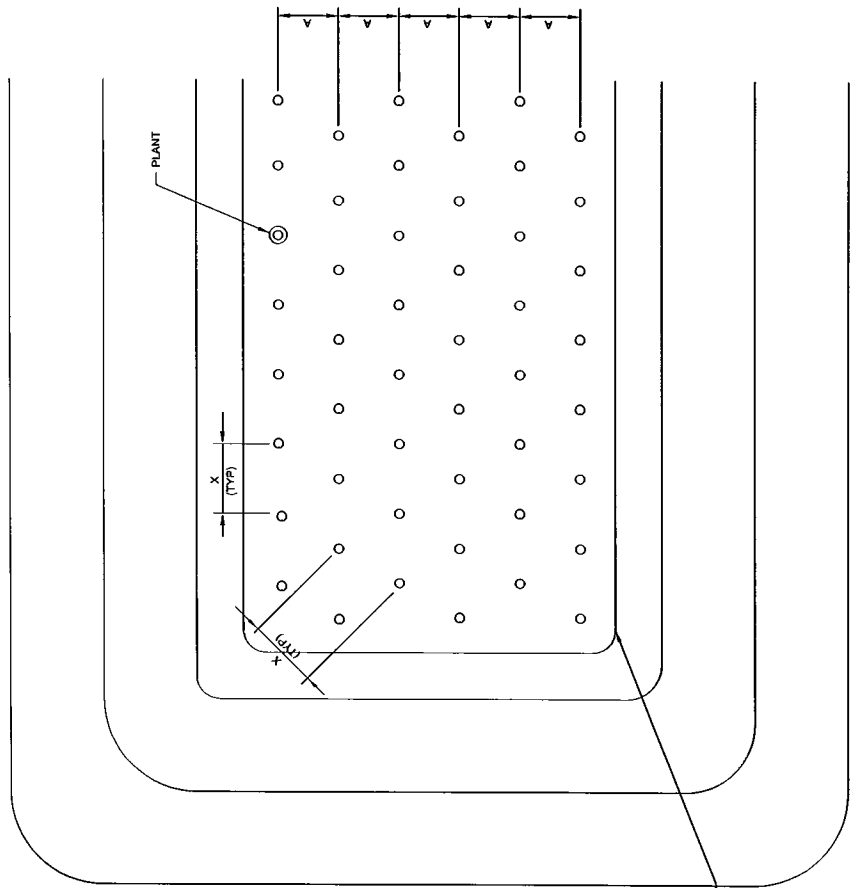
BY: AP/VD
 DATE: 7/22/16
 DESCRIPTION: RAIN GARDEN ENERGY DISSIPATION STONE

MMSD
 PARTNER FOR A CLEANER ENVIRONMENT

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
 WATERCOURSE GREEN INFRASTRUCTURE STANDARD SPECIFICATIONS AND PLAN TEMPLATES
 CIVIL
 RAIN GARDEN ENERGY DISSIPATION STONE

DRAWING NO.	C-22
SHEET	24
DATE	JULY 2016
CONTRACT	MS0804P21
PROJECT	MS0804P21

FINAL



SEE RAIN GARDEN TYPICAL PLAN VIEW FOR DESIGN DETAIL (C20)

SPACING SCHEDULE	
SPACING "X" (SUGGESTED PLANT SPACING)	SPACING "A"
8" O.C.	7'
12" O.C.	10 1/2'
18" O.C.	15 1/2'
24" O.C.	20 3/4'
30" O.C.	26'
36" O.C.	31'
42" O.C.	36'
60" O.C.	57'

RAIN GARDEN
PLANT SPACING

DETAIL NTS (23 / 23) C-21 C-22

REUSE OF DOCUMENTS ISOLATIONS AND EXCLUSIONS DESIGN MODIFICATIONS, REVISIONS SERVICE AND PLANT TO BE USED IN PROJECT BY: J.L. STRAND ASSOCIATES PROJECT NO. 100118 - SWATHS PROJECT, MILWAUKEE DISTRICT	DESIGN HPK	VERB'S SCALES 1/8" = 1'-0" OR 1/4" = 1'-0" ENGINEERING DRAWING 1/8" = 1'-0" OR 1/4" = 1'-0" SCALES (COORDINATE)	DESIGN J.L. STRAND ASSOCIATES J.L.	This Design Prepared For MMSD By:	REV NO DATE	REVISION DESCRIPTION	BY AP/D	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT WATERCOURSE GREEN INFRASTRUCTURE STANDARD SPECIFICATIONS AND PLAN TEMPLATES CIVIL RAIN GARDEN PLANT SPACING	DRAWING NO SHEET DATE CONTRACT AMOUNT	FINAL C-21 25 JULY 2016 MR30642 MMSD
	STRAND ASSOCIATES	MMSD PARTNER FOR CLEANER ENVIRONMENT	MMSD METROPOLITAN SEWERAGE DISTRICT WATERCOURSE GREEN INFRASTRUCTURE STANDARD SPECIFICATIONS AND PLAN TEMPLATES CIVIL RAIN GARDEN PLANT SPACING	DRAWING NO SHEET DATE CONTRACT AMOUNT	FINAL C-21 25 JULY 2016 MR30642 MMSD					

EXHIBIT C

LEGAL DESCRIPTION OF AREA

Being part of Parcel 4 of CERTIFIED SURVEY MAP NO. 7330, part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 34, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. Bounded and described as follows:

Commencing at the Northeast corner of said Parcel 4; thence N 89°25'19" E along the North line of said Parcel 4, 242.05 feet; thence S 00°34'41" E, 88.65 feet to point of beginning of a Stormwater Easement; thence S 06°25'46" E, 38.00 feet; thence S 83°34'14" W, 20.00 feet; thence N 06°25'46" W, 38.00 feet; thence N 83°34'14" E, 20.00 feet to the point of beginning.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE January 7, 2025
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$20,000 OF TREES & LANDSCAPING APPROPRIATIONS FOR THE PURCHASING AND INSTALLATION OF CITY TREES	ITEM NUMBER G.13.

Background

On October 3, 2023, the Common Council moved to adopt Resolution No. 2023-8050, a Resolution to submit a 2024 Grant application request from the Wisconsin Department of Natural Resources (DNR) Urban Forestry Grant Program. The application was submitted and approved for the 2024 Annual Budget. However, this missed inclusion in the 2024 budget. It was brought to the attention of the Director of Finance and Treasurer, and deemed appropriate to have a budget amendment brought forward to include in the budget. After adoption of the 2025 Annual Budget, it was deemed that all projects for the Urban Forestry Grant would not be completed until 2025. The WI DNR has allowed the City of Franklin a grant extension into the 2025 Budget year to finish up the remaining aspects of the project. To date, roughly \$10,000 of the total \$20,000 project has been complete. The City Forester has contacted the contractor working on this project and would like to start the final leg of the project in January, 2025.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2024 Budget Amendment to provide for the purchase and installation of trees utilizing the WI DNR Urban Forestry Grant program that the City has received in past years.

Fiscal Note

Previous approval of the 2024 grant application allocated \$20,000 towards City trees, with the Urban Forestry Grant covering 50% (\$10,000). The 2024 Budget Amendment will allocate \$20,000 of unused fund balance to fund this project until completion. After completion, the WI DNR will submit payment of the grant in the amount of \$10,000.

Capital Outlay Fund – Fund 41

Expenditure:

41-0331-5821	Trees & Landscaping	Increase	\$20,000
--------------	---------------------	----------	----------

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2025-_____, an Ordinance to amend Ordinance 2023-2569, an Ordinance adopting the 2024 Annual Budget for the Capital Outlay Fund to Provide \$20,000 of Trees & Landscaping Appropriations for the Purchasing and Installation of City Trees.

Roll Call Vote Required

Finance Dept – DB; DPW - KS

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$20,000 OF TREES & LANDSCAPING APPROPRIATIONS FOR THE PURCHASING AND INSTALLATION OF CITY TREES

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

WHEREAS, the 2024 Annual Budget did not appropriate trees & landscaping funds for the purchasing and installation of City trees funded through the Wisconsin Department of Natural Resources (DNR) Urban Forestry Grant program; and

WHEREAS, the Common Council directed staff on October 3, 2023 to apply for the WI DNR Urban Forestry Grant to cover the \$20,000 project with the City matching 50% or \$10,000; and

WHEREAS, the timeline of the project and grant application have been extended into the 2025 Budget year; and

WHEREAS, a budget amendment is needed to appropriate the \$20,000 expenditure into the Capital Outlay Fund; and

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

Section 1 That the 2024 Capital Outlay Fund Budget be amended as follows:

Capital Outlay Fund				
0331 Highway	Trees & Landscaping	Increase	\$20,000	

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

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


APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/31/23
REPORTS AND RECOMMENDATIONS 	A RESOLUTION TO SUBMIT A 2024 GRANT APPLICATION REQUEST FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES URBAN FORESTRY GRANT PROGRAM AND UNSPECIFIED AMOUNTS FOR YET TO BE DETERMINED CATASTROPHIC STORM EVENTS	C. J.

BACKGROUND

The Wisconsin Department of Natural Resources (WDNR) Urban Forestry Grant program is designed to fund projects that improve a community's capacity to manage its trees. Projects that help conserve, protect, expand or improve the urban forest resource will also be prioritized. This 2024 grant application is due October 2, 2023.

ANALYSIS

An eligible 50% match includes options for cash or in-kind services provided for the project and that have occurred during the project period. Projects must be a minimum of \$2,000 and a maximum of \$50,000- i.e. the grant request must be between \$1,000 and \$25,000. Proposals are competitively scored amongst other applications from other communities. Grant application must be mailed no later than October 2, 2023. Eligible projects and expenditures are for January 1 to December 31, 2024.

Staff recommends a proposed project as follows:

- \$10,000 Street Tree Planting & Replacements
- \$5,000 Ordinance Re-Write (Chapter 240)
- \$5,000 Staff Training and Conferences
- \$20,000 Total Project Cost

The 50% required match for this grant is \$10,000, which would be requested from the City.

This grant award is anticipated to be announced in January 2024.

Note that the attached resolution uses the recommended language from the grant website. The sample resolution also includes language to allow the City to quickly apply and receive a 100% grant for urban forestry catastrophic storm projects specified in Wis. Stats section 23.097(1g) and (1r), Wis. Stats- if needed. Both sections of the statute are as follows:

(1g) The department shall award grants to counties, cities, villages, towns, and nonprofit organizations for up to 50 percent of the cost of tree management plans, tree inventories, brush residue projects, the development of tree management ordinances, tree disease evaluations, public education concerning trees in urban areas and other tree projects.

(1r) In addition to the grants awarded under sub. (1g), the department may award grants to ...cities, ... that apply for the grants for the costs of removing, saving, and replacing trees that have been damaged by catastrophic storm events in urban areas. To be eligible for a grant under this subsection, the damage must have occurred in an area for which the governor has designated a state of emergency due to a catastrophic storm event The department shall notify each applicant for a grant under this subsection as to whether the application for the grant will be approved or denied within 60 days after the date the

application is submitted to the department A recipient of a grant awarded under this subsection is exempt from having to pay any percentage of the costs in order to receive the grant

OPTIONS

- A. Pass a Resolution to direct Staff to submit grant application and comply with the requirements stipulated in the grant program. Or,
- B. Table and elect to not submit grant application due October 2, 2023.

FISCAL NOTE

The City of Franklin is in the process of making and adopting a budget for 2024. Staff wages, labor costs, and additional funds in the Operating budget for training can be used to match the \$10,000 that we are asking for in this grant.

COUNCIL ACTION REQUESTED

(Option A) Motion to adopt Resolution No. 2023 - _____, a resolution to make a 2024 grant application request of \$10,000 (for a Project total of \$20,000) from the 2024 WDNR Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Program and unspecified amounts for yet to be determined catastrophic storm events.

DPW:TR/ams

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION TO SUBMIT A 2024 GRANT APPLICATION REQUEST FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES URBAN FORESTRY GRANT PROGRAM AND UNSPECIFIED AMOUNTS FOR YET TO BE DETERMINED CATASTROPHIC STORM EVENTS

WHEREAS, the City of Franklin, Wisconsin, (FRANKLIN), is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.; and

WHEREAS, FRANKLIN attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, FRANKLIN requests a grant agreement to carry out the project.

NOW, THEREFORE, BE IT RESOLVED, the City of Franklin, Wisconsin, (FRANKLIN), will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, FRANKLIN will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the City Forester to act on its behalf to:

1. Sign and submit the grant application(s)
2. Sign a grant agreement(s) between FRANKLIN and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement(s)
4. Submit grant reimbursement request(s) to the DNR
5. Sign and submit other required documentation

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

_____ day of _____, 2023, by Alderman _____.

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



Notice: Pursuant to US Public Law 95-313, s 6(b), s 23 097, Wis Stats , and ch NR 47, Wis. Adm Code, this completed form is required to apply for an Urban Forestry Grant. The Department of Natural Resources (DNR) will be unable to process your application unless complete information is provided as requested. Information will be used to determine grant award lists, provide statistical information and potentially to use as an example for other grant applicants. Personally identifiable information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss 19 31-19 39, Wis. Stats.].

Resolution required with application submittal – Grant is for Calendar year 2024 – see [sample](#)

Section I: Grant Type

Select the appropriate grant type. Please note, a maximum of three urban forestry startup grants may be awarded to an applicant within the lifetime of the startup program. Click the link for more information related to each grant type.

Regular Grant Start-up Grant

Section II: Applicant Information

A. Applicant Organization

Applicant Organization Name _____

Organization Address (same as Treasurer or WO)	City	State	ZIP Code
--	------	-------	----------

Applicant organization is a (check one)

- City Village Town County Tribal Government 501(c)(3) nonprofit organization

Located in the county of: _____



B. Applicant Authorized Representative

Last Name	First Name	MI	Position Title
-----------	------------	----	----------------

Phone Number	Email
--------------	-------

C. Project Manager (if different from Authorized Representative)

D. Grant Request Summary -- will automatically be populated from Section VII Calculations

DNR Cost Share	Grantee Cost Share	Total Project Cost
----------------	--------------------	--------------------

Urban Forestry Grants Application

Form 8700-298 (R 06/23)

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Section III. Community Urban Forestry Program Status

Below are basic elements of a well-established municipal, county, or tribal urban forestry program. Select ONE option in each category that best describes your current urban forestry program.

Applicants for the Startup Grant will be redirected to a regular grant application if they select the top box in 3 or more of the categories.

501(c)(3) organizations omit this section UNLESS your project results in a municipality advancing to the top level in any of the categories. Then, list the municipality here and complete the grid to reflect that municipality's current urban forestry program

Municipalities: _____

Tree Inventory	We have a current, complete tree inventory	<input type="radio"/>
	Our tree inventory is incomplete or needs updating or upgrading.	<input type="radio"/>
	We have no formal inventory or other written records of our trees	<input type="radio"/>
Urban Forest Management Plan	We have a current, useful, written, inventory-based urban forest management plan.	<input type="radio"/>
	Our inventory-based, written urban forest management plan is incomplete or out of date.	<input type="radio"/>
	We do not have a written urban forest management plan based on our tree inventory data or on similar forest resource assessment.	<input type="radio"/>
Program staffing	Urban forestry program management is done by staff, contracted consultants &/or volunteers who have: a forestry degree; ISA certified arborist credentials; have completed VI Community Tree Management Institute; or have other advanced forestry training.	<input type="radio"/>
	Urban forestry program management is done by staff, contracted consultants &/or volunteers who have: experience or on-the-job training, but lack a forestry degree; ISA certified arborist credentials, Community Tree Management Institute completion certificate; or comparable advanced forestry training.	<input type="radio"/>
	We have no staff, contracted consultants or volunteers authorized to handle or advise our community on tree planting & care.	<input type="radio"/>
Tree ordinance	We have one or more tree ordinance(s) that is/are useful for achieving community tree care and management goals.	<input type="radio"/>
	Our tree ordinance(s) is/are out-of-date or inadequate.	<input type="radio"/>
	Our code ordinance contains no provisions for tree management, care or protection. Tree language is limited to public safety or nuisance abatement.	<input type="radio"/>
Advocacy	We have an authorized citizen tree board or other organized group actively involved in advising our community urban forestry program	<input type="radio"/>
	We have various groups (clubs, schools, committees) interested and involved in community tree care and management but not formally charged with advising our community urban forestry program- OR- We have an authorized but inactive citizen tree board.	<input type="radio"/>
	The level of involvement and support by residents and local elected officials for our community urban forestry program is low to non-existent.	<input type="radio"/>

Comments (optional):

Section IV: Project Description

A. Project Overview

Descriptive Project Title: _____

Describe the project using no more than 2000 characters (including spaces). Provide an overview that includes basics of who is doing what, where, how and why. This can be a bulleted list.

Describe how this project would establish a new program or advance an underdeveloped one.

B. Project Components

Choose from the dropdown boxes below. Use the "OTHER" choice to type in alternatives. (See a list of eligible project activities in the application guide) Click + at right to add another component. Describe each project.

Describe each project component.

- What are the expected outcomes (results)?
- How will expected outcomes be measured, evaluated or shared?

Note: Complete a separate Cost Estimate Worksheet (CEW) in Section VII for each project component listed below. The CEW will transfer the total to the right-hand column below.

Select Component	Component Cost Estimate (\$) (field will auto-populate from detail on CEW)	
-------------------------	--	--

Component Name: _____

Description/Outcome: _____

Examples of components for Part B (selected in drop down box above):

- 1 Information/Education/Outreach Information (e.g., news media, print material development), Education (e.g., classes, tree walks, seminars), Outreach (e.g., citizen involvement in planning or implementation of Arbor Day celebration).
- 2 Tree Maint: Other Fertilization, storm damage mitigation, pest control, etc.
- 3 Plan Development (Emerald Ash Borer, management, strategic, storm response, pest response, planting)

C. Project Location/Scope

Land Ownership Affected (select all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Single private property | <input type="checkbox"/> Single public property |
| <input type="checkbox"/> Multiple private properties within a municipality | <input type="checkbox"/> Multiple public properties within a municipality |
| <input type="checkbox"/> Multiple private properties across multiple municipalities | <input type="checkbox"/> Multiple public properties across multiple municipalities |

D. Applicant's Project Partners

Note: Each of the applicant's partners must verify their involvement using a Partner Verification (Form 8700-298A, linked here for your convenience). A Partner Verification form must be completed and sent in with this form for a complete application. If applicable, estimate the partner's donated amount on the appropriate CEW.

List Partner Organization(s).	What specific service, product, or role will each partner contribute to the project?

Urban Forestry Grants Application

Form 8700-298 (R 06/23)

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Section V: Alignment with DNR Urban Forestry Program Goals – Only applicable for Regular grants

1. Describe the direct impact(s) your project has on urban tree canopy on private property: N/A

2. Describe how you will utilize an existing inventory in this project. If no inventory exists or the inventory is outdated, will an inventory be produced because of the grant? How will the new inventory be utilized? N/A

3. If hosting a professional workshop or educational event, describe how your project will build capacity and/or partnerships for those attending. Will other communities be invited to attend? Have you reached out to neighboring communities to identify training demand? N/A

4. Please select if your project will include: N/A

- EAB Management Plan Ash Tree removals Ash inventories (includes complete tree inventories)
- EAB Insecticide treatment Ash tree replacement planting EAB Education and Outreach

5. Please select if your project will result in: N/A

- A current, useful, written, inventory-based urban forest management plan
- One or more tree ordinance(s) that is/are useful for achieving your community tree care and management goal
Type of ordinance planned to be developed or enhanced (i.e. general street tree, new development, tree protection, etc)
- An authorized citizen tree board or other organized group actively involved in advising your community urban forestry program
- Staff, tree service contractors &/or volunteers receiving a forestry degree, ISA certified arborist credentials, graduating from WI Community Tree Management Institute, or obtaining other advanced forestry training

6. Describe how each component of your project will have a long-term positive impact on the urban tree canopy and the benefits it provides (i.e. increased % canopy cover, or resiliency to pest/disease/storm, reduce liability) Quantify impacts to canopy or associated benefits wherever possible
Tie this narrative to the component listed in question #5

Urban Forestry Grants Application

Form 8700-298 (R 06/23)

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Section VI: Additional Applicant Information – Only applicable for Regular grants

1. Is the community where the project will be implemented a Green Tier Legacy Community? Yes No N/A

2. Is the community where the project will be implemented a Tree City USA? Yes No N/A
 (www.arboday.org/programs/treeCityUSA/index.cfm)

3. List any specific urban tree care or tree management training received, or conferences attended by your organization's staff or volunteers within the last three years. Please list no more than 5 separate trainings.

Date	Course Title	Training Description	Provider	Attendees

4. Have you received an Urban Forestry grant in the past 3 years? Yes No
 If so, how is this project different than the project(s) completed previously?

5. Describe any additional significant aspects or outstanding features of this project that you would like us to know about.

Urban Forestry Grants Application

Form 8700-298 (R 06/23)

Page 6 of 7

Section VII: Cost Estimate Worksheets

A SEPARATE WORKSHEET IS PROVIDED FOR EACH COMPONENT CHOSEN IN SECTION IV.B.
 If more space is needed, return to Section IV.B , click + to add another component, choose the same Component name again, enter "Continued" in the Description, and return to this Section to complete your entry

Project Component:	Estimated Cost	Donation Value
In-Kind Labor & Services (specify project tasks on lines below, as appropriate)		
Applicant's Staff Labor.		
Fringe Benefits: Actual fringe benefits may not exceed the DOA rate. Fringe rate for 2024 is 47.60%		
Other		
Donated Consultants/Contractors/Services (professional rate)		
Volunteer Labor (\$15.00/hr.)		
Municipal Partner Labor Expense (Cooperative Agreement will be required)		
Equipment (specify type of equipment and DOT class code on lines below, as appropriate) See application guidelines for a list of commonly used equipment codes.		
Provided by Applicant		
Donated by third parties:		
Supplies (specify items on lines below, as appropriate)		
Provided by Applicant's On-hand Inventory		
Donated by third parties		
Cash Expenditures (specify out of pocket payments as appropriate)		
Hired Consultants/Contractors/Services (professional rate)		
Purchased Equipment (not to exceed \$5,000 /item):		
Rented or Contracted Equipment.		
Other Project Purchases:		
Estimated Sub-Total Cost/Donation Value for THIS component:	1.	2.
Estimated Total for THIS component.	3.	

CALCULATIONS

Grant Calculation	Estimated Cost
A Estimated Project Total: Box 3 for ALL Project Components This amount is the Total Project Cost in Section II D.	
B. Estimated Donation Value. Box 2 for ALL Project Components	
C Estimated Cost: Box 1 for ALL Project Components	
D. 50% of Line A (Cannot be > \$25,000)	
E The smaller of Line C or Line D above. This is your GRANT REQUEST (Must be between \$1,000 and \$25,000.) This amount is the Grant Request in Section II.D.	
F Line A minus Line E This is YOUR SHARE. This amount is the Applicant's Share in Section II.D	

Section VIII: Certification and Submission

Application form and required attachments must be received by 11:59 p.m., October 2, 2023, for the application to be eligible.

Attachments

Provide a signed resolution that has been adopted by the applicant's governing body which gives the name of the applicant, authorizes funding for the project, designates an authorized representative (position title) to act on behalf of the applicant and states that the applicant will provide documentation of work done and follow all relevant state and federal rules. A sample resolution is provided at: <https://dnr.wi.gov/topic/UrbanForests/grants/documents/UFGGrantsCombinedResolution.doc>
Check all items you plan to attach.

- Authorizing Resolution attached
- By-laws & articles of incorporation (501(c)(3) applicants only)
- Partner Verification Attached (8700-298A)

Submission Instructions

Review your application before continuing.

Submission by Email strongly recommended. If not possible, contact the Urban Forestry Financial Specialist

By my signature below, I hereby certify to the best of my knowledge, the information contained in this application and application attachments are correct and true. I understand and agree that any grant monies awarded as a result of this application shall be used in accordance with ch 23 097, Wis Stats., and ch 47, Wis. Adm Code.

NOTE: Please type your name on the signature line. Your typed name, along with the email message generated from electronic submittal of this form, will be used as an electronic signature which is the legal equivalent to an actual signature.

Signature of Authorized Representative	Date Signed	Applicant's Authorized Representative (print)
--	-------------	---

Position Title



C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 3, 2023
MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on October 3, 2023, and was called to order at 6:30 p.m. by Mayor Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderwoman Michelle Eichmann, Alderman Yousef Hasan, Alderwoman Courtney Day, Alderman Mike Barber, and Alderman Jason Craig. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson.
- CITIZEN COMMENT B. Citizen comment period was opened at 6:31 p.m. and was closed at 7:36 p.m.
- MINUTES
SEPTEMBER 19, 2023 C. Alderman Barber moved to approve the minutes of the Common Council meeting of September 19, 2023, as presented. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- PRESENTATION AND
DISCUSSION OF MOU
NOISE ISSUES AT THE
ROC G.1. Presentation and Discussion of a Memorandum of Understanding Document Regarding Solutions to Noise Issues at the ROC.
- RES 2023-8050
GRANT APPLICATION
FROM WI DEPT.
NATURAL RESOURCES
– CATASTROPHIC
STORM EVENTS** G.2. **Alderman Barber moved to adopt Resolution No. 2023-8050, A RESOLUTION TO SUBMIT A 2024 GRANT APPLICATION REQUEST FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES URBAN FORESTRY GRANT PROGRAM AND UNSPECIFIED AMOUNTS FOR YET TO BE DETERMINED CATASTROPHIC STORM EVENTS. Seconded by Alderman Holpfer. All voted Aye; motion carried.**
- MOU WITH POLICE
UNION TO CHANGE
PATROL OFFICER
SHIFT HOURS G.3 Alderman Holpfer moved to authorize city officials to enter into a Memorandum of Understanding with the police union to change patrol officer shift hours to one hour earlier than current shift hours with technical corrections. Seconded by Alderman Barber. All voted Aye; motion carried.
- INFORMATIONAL –
FEMA FLOODPLAIN
VIOLATION PROGRAM G.4. Alderman Holpfer moved to receive and place on file the Federal Emergency Management Agency’s Floodplain Violation Resolution Program. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Danielle Brown

From: Tom Riha
Sent: Friday, November 15, 2024 2:54 PM
To: Danielle Brown
Cc: Andrea M Stormoen, Kevin Schlueter, Richard Katzfey; Spafford, Nicolle R - DNR
Subject: 2024 DNR Grant

Hi Danielle,

I was unable to complete all the projects for this year's Urban Forestry Grant. The WI DNR has allowed us to extend the grant into 2025 to finish up the remaining aspects of the project. They will not however be able to reimburse us for the components we have finished already until the entire project is completed. Will this cause any issues? I have contacted the contractor we hope to work on this project with and plan to start working on it this January. To date we have finished \$5,000 component of training, and the \$10,000 component of Tree Planting. Remaining will be the \$5,000 for Ordinance update. Total project is \$20,000 with 50% city match of \$10,000. Let me know if you have any questions or feel free to reach out to Nicolle Spafford from the WI-DNR who I have included in this email.

Thank you and sorry for any inconvenience,

Tom Riha
City Forester
ISA- Certified Arborist/Municipal Specialist



<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE January 7, 2025</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$10,000 OF WI DNR URBAN FORESTRY GRANT RESOURCES AND ALL REMAINING UNUSED 2024 APPROPRIATIONS BE CARRIED FORWARD TO THE 2025 BUDGET FOR THE FINAL PURCHASING AND INSTALLATION OF CITY TREES</p>	<p align="center">ITEM NUMBER G.14.</p>

Background

On October 3, 2023, the Common Council moved to adopt Resolution No. 2023-8050, a Resolution to submit a 2024 Grant application request from the Wisconsin Department of Natural Resources (DNR) Urban Forestry Grant Program. The application was submitted and approved for the 2024 Annual Budget. However, this missed inclusion in the 2024 budget. It was brought to the attention of the Director of Finance and Treasurer, and deemed appropriate to have a budget amendment brought forward to include in the budget. After adoption of the 2025 Annual Budget, it was deemed that all projects for the Urban Forestry Grant would not be completed until 2025. The WI DNR has allowed the City of Franklin a grant extension into the 2025 Budget year to finish up the remaining aspects of the project. To date, roughly \$10,000 of the total \$20,000 project has been complete. The City Forester has contacted the contractor working on this project and would like to start the final leg of the project in January, 2025.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2025 Budget Amendment will allow the carryforward of all unused appropriations from 2024 to be spent in 2025 with the resources being collected from the grant in 2025.

Fiscal Note

The 2025 Annual Budget will appropriate all unused expenditures from the 2024 Budget and allocate \$10,000 resources to be received by the WI DNR Urban Forestry Grant at completion.

The GL Numbers associated with this amendment are:

Capital Outlay Fund – Fund 41

41-0000-4143	WI DNR Urban Forestry Grant	Increase	\$10,000
41-0331-5821	Trees & Landscaping	Increase	TBD after year end close

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2025-_____, an Ordinance to amend Ordinance 2024-2649, an Ordinance adopting the 2025 Annual Budget for the Capital Outlay Fund to Provide \$10,000 of WI DNR Urban Forestry Grant Resources and All Remaining Unused 2024 Appropriations be Carried Forward to the 2025 Budget for the Final Purchasing and Installation of City Trees.

Roll Call Vote Required

Finance Dept – DB; DPW - KS

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$10,000 OF WI URBAN FORESTRY GRANT PROGRAM RESOURCES AND ALL REMAINING UNUSED 2024 APPROPRIATIONS TO BE CARRIED FORWARD TO THE 2025 BUDGET FOR THE FINAL PURCHASING AND INSTALLATION OF CITY TREES

WHEREAS, the Common Council of the City of Franklin adopted the 2025 Annual Budgets for the City of Franklin on November 19, 2024; and

WHEREAS, the 2025 Annual Budget did not appropriate trees & landscaping funds for the purchasing and installation of City trees funded through the Wisconsin Department of Natural Resources (DNR) Urban Forestry Grant program; and

WHEREAS, the Common Council directed staff on October 3, 2023 to apply for the WI DNR Urban Forestry Grant to cover the \$20,000 project with the City matching 50% or \$10,000; and

WHEREAS, the timeline of the project and grant application have been extended into the 2025 Budget year; and

WHEREAS, a budget amendment is needed to appropriate the \$10,000 resources for the grant payment and all unused 2024 trees & landscaping appropriations to be used in the Capital Outlay Fund; and

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

Section 1 That the 2025 Capital Outlay Fund Budget be amended as follows:

Capital Outlay Fund

0000	WI DNR Urban Forestry Grant	Increase	\$10,000
0331	Trees & Landscaping	Increase	\$TBD at year end close

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

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

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


APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/31/23
REPORTS AND RECOMMENDATIONS 	A RESOLUTION TO SUBMIT A 2024 GRANT APPLICATION REQUEST FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES URBAN FORESTRY GRANT PROGRAM AND UNSPECIFIED AMOUNTS FOR YET TO BE DETERMINED CATASTROPHIC STORM EVENTS	Gr. 2.

BACKGROUND

The Wisconsin Department of Natural Resources (WDNR) Urban Forestry Grant program is designed to fund projects that improve a community's capacity to manage its trees. Projects that help conserve, protect, expand or improve the urban forest resource will also be prioritized. This 2024 grant application is due October 2, 2023.

ANALYSIS

An eligible 50% match includes options for cash or in-kind services provided for the project and that have occurred during the project period. Projects must be a minimum of \$2,000 and a maximum of \$50,000- i.e. the grant request must be between \$1,000 and \$25,000. Proposals are competitively scored amongst other applications from other communities. Grant application must be mailed no later than October 2, 2023. Eligible projects and expenditures are for January 1 to December 31, 2024.

Staff recommends a proposed project as follows:

- \$10,000 Street Tree Planting & Replacements
- \$5,000 Ordinance Re-Write (Chapter 240)
- \$5,000 Staff Training and Conferences
- \$20,000 Total Project Cost

The 50% required match for this grant is \$10,000, which would be requested from the City.

This grant award is anticipated to be announced in January 2024.

Note that the attached resolution uses the recommended language from the grant website. The sample resolution also includes language to allow the City to quickly apply and receive a 100% grant for urban forestry catastrophic storm projects specified in Wis. Stats section 23.097(1g) and (1r), Wis. Stats- if needed. Both sections of the statute are as follows:

(1g) The department shall award grants to counties, cities, villages, towns, and nonprofit organizations for up to 50 percent of the cost of tree management plans, tree inventories, brush residue projects, the development of tree management ordinances, tree disease evaluations, public education concerning trees in urban areas and other tree projects

(1r) In addition to the grants awarded under sub (1g), the department may award grants to ...cities, ... that apply for the grants for the costs of removing, saving, and replacing trees that have been damaged by catastrophic storm events in urban areas To be eligible for a grant under this subsection, the damage must have occurred in an area for which the governor has designated a state of emergency due to a catastrophic storm event The department shall notify each applicant for a grant under this subsection as to whether the application for the grant will be approved or denied within 60 days after the date the

application is submitted to the department A recipient of a grant awarded under this subsection is exempt from having to pay any percentage of the costs in order to receive the grant

OPTIONS

- A. Pass a Resolution to direct Staff to submit grant application and comply with the requirements stipulated in the grant program. Or,
- B. Table and elect to not submit grant application due October 2, 2023.

FISCAL NOTE

The City of Franklin is in the process of making and adopting a budget for 2024. Staff wages, labor costs, and additional funds in the Operating budget for training can be used to match the \$10,000 that we are asking for in this grant.

COUNCIL ACTION REQUESTED

(Option A) Motion to adopt Resolution No. 2023 - _____, a resolution to make a 2024 grant application request of \$10,000 (for a Project total of \$20,000) from the 2024 WDNR Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Program and unspecified amounts for yet to be determined catastrophic storm events.

DPW:TR/ams

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION TO SUBMIT A 2024 GRANT APPLICATION REQUEST FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES URBAN FORESTRY GRANT PROGRAM AND UNSPECIFIED AMOUNTS FOR YET TO BE DETERMINED CATASTROPHIC STORM EVENTS

WHEREAS, the City of Franklin, Wisconsin, (FRANKLIN), is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.; and

WHEREAS, FRANKLIN attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, FRANKLIN requests a grant agreement to carry out the project.

NOW, THEREFORE, BE IT RESOLVED, the City of Franklin, Wisconsin, (FRANKLIN), will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, FRANKLIN will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the City Forester to act on its behalf to:

1. Sign and submit the grant application(s)
2. Sign a grant agreement(s) between FRANKLIN and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement(s)
4. Submit grant reimbursement request(s) to the DNR
5. Sign and submit other required documentation

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

_____ day of _____, 2023, by Alderman _____.

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



Notice: Pursuant to US Public Law 95-313, s 6(b), s 23 097, Wis Stats , and ch NR 47, Wis. Adm Code, this completed form is required to apply for an Urban Forestry Grant. The Department of Natural Resources (DNR) will be unable to process your application unless complete information is provided as requested. Information will be used to determine grant award lists, provide statistical information and potentially to use as an example for other grant applicants. Personally identifiable information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss 19 31-19 39, Wis. Stats.].

Resolution required with application submittal – Grant is for Calendar year 2024 – see [sample](#)

Section I: Grant Type

Select the appropriate grant type. Please note, a maximum of three urban forestry startup grants may be awarded to an applicant within the lifetime of the startup program. Click the link for more information related to each grant type.

Regular Grant Start-up Grant

Section II: Applicant Information

A. Applicant Organization

Applicant Organization Name _____

Organization Address (same as Treasurer or W9)	City	State	ZIP Code
--	------	-------	----------

Applicant organization is a (check one)

- City Village Town County Tribal Government 501(c)(3) nonprofit organization

Located in the county of: _____



B. Applicant Authorized Representative

Last Name	First Name	MI	Position Title
Phone Number		Email	

C. Project Manager (if different from Authorized Representative)

D. Grant Request Summary -- will automatically be populated from Section VII Calculations

DNR Cost Share	Grantee Cost Share	Total Project Cost
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Urban Forestry Grants Application

Form 8700-298 (R 08/23)

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Section III. Community Urban Forestry Program Status

Below are basic elements of a well-established municipal, county, or tribal urban forestry program. Select ONE option in each category that best describes your current urban forestry program.

Applicants for the Startup Grant will be redirected to a regular grant application if they select the top box in 3 or more of the categories.

501(c)(3) organizations omit this section UNLESS your project results in a municipality advancing to the top level in any of the categories. Then, list the municipality here and complete the grid to reflect that municipality's current urban forestry program

Municipalities: _____

Tree Inventory	We have a current, complete tree inventory <input type="radio"/>
	Our tree inventory is incomplete or needs updating or upgrading. <input type="radio"/>
	We have no formal inventory or other written records of our trees <input type="radio"/>
Urban Forest Management Plan	We have a current, useful, written, inventory-based urban forest management plan. <input type="radio"/>
	Our inventory-based, written urban forest management plan is incomplete or out of date. <input type="radio"/>
	We do not have a written urban forest management plan based on our tree inventory data or on similar forest resource assessment. <input type="radio"/>
Program staffing	Urban forestry program management is done by staff, contracted consultants &/or volunteers who have: a forestry degree; ISA certified arborist credentials; have completed WI Community Tree Management Institute; or have other advanced forestry training. <input type="radio"/>
	Urban forestry program management is done by staff, contracted consultants &/or volunteers who have: experience or on-the-job training, but lack a forestry degree; ISA certified arborist credentials, Community Tree Management Institute completion certificate; or comparable advanced forestry training. <input type="radio"/>
	We have no staff, contracted consultants or volunteers authorized to handle or advise our community on tree planting & care. <input type="radio"/>
Tree ordinance	We have one or more tree ordinance(s) that is/are useful for achieving community tree care and management goals. <input type="radio"/>
	Our tree ordinance(s) is/are out-of-date or inadequate. <input type="radio"/>
	Our code ordinance contains no provisions for tree management, care or protection. Tree language is limited to public safety or nuisance abatement. <input type="radio"/>
Advocacy	We have an authorized citizen tree board or other organized group actively involved in advising our community urban forestry program <input type="radio"/>
	We have various groups (clubs, schools, committees) interested and involved in community tree care and management but not formally charged with advising our community urban forestry program- OR- We have an authorized but inactive citizen tree board. <input type="radio"/>
	The level of involvement and support by residents and local elected officials for our community urban forestry program is low to non-existent. <input type="radio"/>

Comments (optional):

Section IV: Project Description

A. Project Overview

Descriptive Project Title: _____

Describe the project using no more than 2000 characters (including spaces). Provide an overview that includes basics of who is doing what, where, how and why. This can be a bulleted list.

Describe how this project would establish a new program or advance an underdeveloped one.

B. Project Components

Choose from the dropdown boxes below. Use the "OTHER" choice to type in alternatives. (See a list of eligible project activities in the application guide) Click + at right to add another component. Describe each project.

Describe each project component.

- What are the expected outcomes (results)?
- How will expected outcomes be measured, evaluated or shared?

Note: Complete a separate Cost Estimate Worksheet (CEW) in Section VII for each project component listed below. The CEW will transfer the total to the right-hand column below.

Select Component: _____

Component Cost Estimate (\$) (field will auto-populate from detail on CEW)

Component Name: _____

Description/Outcome: _____

Examples of components for Part B (selected in drop down box above):

- 1 Information/Education/Outreach information (e.g., news media, print material development), Education (e.g., classes, tree walks, seminars), Outreach (e.g., citizen involvement in planning or implementation of Arbor Day celebration).
- 2 Tree Maint: Other Fertilization, storm damage mitigation, pest control, etc.
- 3 Plan Development (Emerald Ash Borer, management, strategic, storm response, pest response, planting)

C. Project Location/Scope

Land Ownership Affected (select all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Single private property | <input type="checkbox"/> Single public property |
| <input type="checkbox"/> Multiple private properties within a municipality | <input type="checkbox"/> Multiple public properties within a municipality |
| <input type="checkbox"/> Multiple private properties across multiple municipalities | <input type="checkbox"/> Multiple public properties across multiple municipalities |

D. Applicant's Project Partners

Note: Each of the applicant's partners must verify their involvement using a Partner Verification (Form 8700-298A, linked here for your convenience). A Partner Verification form must be completed and sent in with this form for a complete application. If applicable, estimate the partner's donated amount on the appropriate CEW.

List Partner Organization(s).	What specific service, product, or role will each partner contribute to the project?

Urban Forestry Grants Application

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Section V: Alignment with DNR Urban Forestry Program Goals – Only applicable for Regular grants

1. Describe the direct impact(s) your project has on urban tree canopy on private property:

N/A

2. Describe how you will utilize an existing inventory in this project. If no inventory exists or the inventory is outdated, will an inventory be produced because of the grant? How will the new inventory be utilized?

N/A

3. If hosting a professional workshop or educational event, describe how your project will build capacity and/or partnerships for those attending. Will other communities be invited to attend? Have you reached out to neighboring communities to identify training demand?

N/A

4. Please select if your project will include:

N/A

- EAB Management Plan
- Ash Tree removals
- Ash Inventories (includes complete tree inventories)
- EAB Insecticide treatment
- Ash tree replacement planting
- EAB Education and Outreach

5. Please select if your project will result in:

N/A

- A current, useful, written, inventory-based urban forest management plan
- One or more tree ordinance(s) that is/are useful for achieving your community tree care and management goal
Type of ordinance planned to be developed or enhanced (i.e. general street tree, new development, tree protection, etc)
- An authorized citizen tree board or other organized group actively involved in advising your community urban forestry program
- Staff, tree service contractors &/or volunteers receiving a forestry degree, ISA certified arborist credentials, graduating from WI Community Tree Management Institute, or obtaining other advanced forestry training

6. Describe how each component of your project will have a long-term positive impact on the urban tree canopy and the benefits it provides (i.e. increased % canopy cover, or resiliency to pest/disease/storm, reduce liability) Quantify impacts to canopy or associated benefits wherever possible
Tie this narrative to the component listed in question #5

Urban Forestry Grants Application

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Section VI: Additional Applicant Information – Only applicable for Regular grants

1. Is the community where the project will be implemented a Green Tier Legacy Community? Yes No N/A

2. Is the community where the project will be implemented a Tree City USA? Yes No N/A
(www.arborday.org/programs/treeCityUSA/index.cfm)

3. List any specific urban tree care or tree management training received, or conferences attended by your organization's staff or volunteers within the last three years. Please list no more than 5 separate trainings.

Date	Course Title	Training Description	Provider	Attendees

4. Have you received an Urban Forestry grant in the past 3 years? Yes No
If so, how is this project different than the project(s) completed previously?

5. Describe any additional significant aspects or outstanding features of this project that you would like us to know about.

Urban Forestry Grants Application

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Section VII: Cost Estimate Worksheets

A SEPARATE WORKSHEET IS PROVIDED FOR EACH COMPONENT CHOSEN IN SECTION IV.B.
 If more space is needed, return to Section IV.B , click + to add another component, choose the same Component name again, enter "Continued" in the Description, and return to this Section to complete your entry

Project Component:	Estimated Cost	Donation Value
In-Kind Labor & Services (specify project tasks on lines below, as appropriate)		
Applicant's Staff Labor.		
Fringe Benefits: Actual fringe benefits may not exceed the DOA rate. Fringe rate for 2024 is 47.60%		
Other		
Donated Consultants/Contractors/Services (professional rate)		
Volunteer Labor (\$15.00/hr.)		
Municipal Partner Labor Expense (Cooperative Agreement will be required)		
Equipment (specify type of equipment and DOT class code on lines below, as appropriate) See application guidelines for a list of commonly used equipment codes.		
Provided by Applicant		
Donated by third parties:		
Supplies (specify items on lines below, as appropriate)		
Provided by Applicant's On-hand Inventory		
Donated by third parties		
Cash Expenditures (specify out of pocket payments as appropriate)		
Hired Consultants/Contractors/Services (professional rate)		
Purchased Equipment (not to exceed \$5,000 item):		
Rented or Contracted Equipment.		
Other Project Purchases:		
Estimated Sub-Total Cost/Donation Value for THIS component:	1.	2.
Estimated Total for THIS component.	3.	

CALCULATIONS

Grant Calculation	Estimated Cost
A Estimated Project Total: Box 3 for ALL Project Components This amount is the Total Project Cost in Section II D.	
B. Estimated Donation Value. Box 2 for ALL Project Components	
C Estimated Cost: Box 1 for ALL Project Components	
D. 50% of Line A (Cannot be > \$25,000)	
E The smaller of Line C or Line D above. This is your GRANT REQUEST (Must be between \$1,000 and \$25,000.) This amount is the Grant Request in Section II.D.	
F Line A minus Line E This is YOUR SHARE. This amount is the Applicant's Share in Section II.D	

Section VIII: Certification and Submission

Application form and required attachments must be received by 11:59 p.m., October 2, 2023, for the application to be eligible.

Attachments

Provide a signed resolution that has been adopted by the applicant's governing body which gives the name of the applicant, authorizes funding for the project, designates an authorized representative (position title) to act on behalf of the applicant and states that the applicant will provide documentation of work done and follow all relevant state and federal rules. A sample resolution is provided at: <https://dnr.wi.gov/topic/UrbanForests/grants/documents/UFGGrantsCombinedResolution.doc>
Check all items you plan to attach.

- Authorizing Resolution attached
- By-laws & articles of incorporation (501[c]3 applicants only)
- Partner Verification Attached (8700-298A)

Submission Instructions:

Review your application before continuing.

Submission by Email strongly recommended. If not possible, contact the Urban Forestry Financial Specialist

By my signature below, I hereby certify to the best of my knowledge, the information contained in this application and application attachments are correct and true. I understand and agree that any grant monies awarded as a result of this application shall be used in accordance with ch 23 097, Wis. Stats., and ch 47, Wis. Adm. Code.

NOTE: Please type your name on the signature line. Your typed name, along with the email message generated from electronic submittal of this form, will be used as an electronic signature which is the legal equivalent to an actual signature.

Signature of Authorized Representative	Date Signed	Applicant's Authorized Representative (print)
Position Title		



CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 3, 2023
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on October 3, 2023, and was called to order at 6:30 p.m. by Mayor Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderwoman Michelle Eichmann, Alderman Yousef Hasan, Alderwoman Courtney Day, Alderman Mike Barber, and Alderman Jason Craig. Also in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:31 p.m. and was closed at 7:36 p.m.

MINUTES
SEPTEMBER 19, 2023

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

PRESENTATION AND
DISCUSSION OF MOU
NOISE ISSUES AT THE
ROC

G.1. Presentation and Discussion of a Memorandum of Understanding Document Regarding Solutions to Noise Issues at the ROC.

RES 2023-8050
GRANT APPLICATION
FROM WI DEPT.
NATURAL RESOURCES
- CATASTROPHIC
STORM EVENTS

G.2. Alderman Barber moved to adopt Resolution No. 2023-8050, A RESOLUTION TO SUBMIT A 2024 GRANT APPLICATION REQUEST FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES URBAN FORESTRY GRANT PROGRAM AND UNSPECIFIED AMOUNTS FOR YET TO BE DETERMINED CATASTROPHIC STORM EVENTS. Seconded by Alderman Holpfer. All voted Aye; motion carried.

MOU WITH POLICE
UNION TO CHANGE
PATROL OFFICER
SHIFT HOURS

G.3. Alderman Holpfer moved to authorize city officials to enter into a Memorandum of Understanding with the police union to change patrol officer shift hours to one hour earlier than current shift hours with technical corrections. Seconded by Alderman Barber. All voted Aye; motion carried.

INFORMATIONAL -
FEMA FLOODPLAIN
VIOLATION PROGRAM

G.4. Alderman Holpfer moved to receive and place on file the Federal Emergency Management Agency's Floodplain Violation Resolution Program. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Danielle Brown

From: Tom Riha
Sent: Friday, November 15, 2024 2:54 PM
To: Danielle Brown
Cc: Andrea M Stormoen, Kevin Schlueter; Richard Katzfey; Spafford, Nicolle R - DNR
Subject: 2024 DNR Grant

Hi Danielle,

I was unable to complete all the projects for this year's Urban Forestry Grant. The WI DNR has allowed us to extend the grant into 2025 to finish up the remaining aspects of the project. They will not however be able to reimburse us for the components we have finished already until the entire project is completed. Will this cause any issues? I have contacted the contractor we hope to work on this project with and plan to start working on it this January. To date we have finished \$5,000 component of training, and the \$10,000 component of Tree Planting. Remaining will be the \$5,000 for Ordinance update. Total project is \$20,000 with 50% city match of \$10,000. Let me know if you have any questions or feel free to reach out to Nicolle Spafford from the WI-DNR who I have included in this email.

Thank you and sorry for any inconvenience,

Tom Riha
City Forester
ISA- Certified Arborist/Municipal Specialist



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1-7-25
REPORTS & RECOMMENDATIONS	Reschedule Common Council Meetings Due to the 2025 Election that falls on Council Meeting Nights	ITEM NUMBER G. 15.

The Common Council shall reschedule the February 18, 2025 Common Council meeting to February 19, 2025 due to the meeting falling on an Election day, if needed.

The Common Council shall reschedule the April 1, 2025 Common Council meeting to April 2, 2025 due to the meeting falling on an Election day.

COUNCIL ACTION REQUESTED

Motion to reschedule the Common Council meeting of February 18, 2025 to February 19, 2025, if needed due to the meeting falling on Election Day of the Spring Primary, and to reschedule the Common Council meeting of April 1, 2025 to April 2, 2025 due to the Spring Election.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE January 7, 2025
REPORTS AND RECOMMENDATIONS	<p>Potential Acquisition of the Property at 9371 West Loomis Road (Tax Key No. 801-9995-000; 1.565 acres) and the Property Adjacent Thereto (Tax Key No. 801-9996-000; 3.629 acres) for Public Services Use(s) and Public Facilities Purposes. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of the property at 9371 West Loomis Road (Tax Key No. 801-9995-000; 1.565 acres) and the property adjacent thereto (Tax Key No. 801-9996-000; 3.629 acres) for public services use(s) and public facilities purposes, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER C. 16.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to consider the potential acquisition of the property at 9371 West Loomis Road (Tax Key No. 801-9995-000; 1.565 acres) and the property adjacent thereto (Tax Key No. 801-9996-000; 3.629 acres) for public services use(s) and public facilities purposes, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/07/2025
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of January 7, 2025.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of January 7, 2025.



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
January 7, 2025 – 5:45 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Class A Combination Change of Agent 2024-2025	Pick N Save #6360 Ultra Mart Foods, LLC Todd Glaser, Agent 7201 S 76th St			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	St Martin Of Tours Parish – St. Martin’s Fair, Fall Harvest Festival and Scally Brothers Concert Fee Waivers: Temporary “Class B” Beer & Wine, Temporary Entertainment & Amusement, Operators Licenses; St. Martin’s Fair Permit Dates of Events: 7/13/25, 8/31 – 9/1/2025, TBD November 2025 Location: St. Martin of Tours Parish Hall at 7963 S 116 th St; St. Martin’s Labor Day Fair			
Temporary Entertainment & Amusement	Franklin Police Department Person in Charge: PO Gary Wallace Event: National Night Out – Crime Prevention Community Event Location: Franklin Public Library – 9151 W. Loomis Rd. Event Date: Monday, 8/4/2025			
Temporary Entertainment & Amusement	Franklin Civic Celebration Committee Person in Charge: John Bergner Event: Independence Celebration Location: City Hall – 9229 W Loomis Rd Event Dates: 7/3 through 7/6/2025			
Temporary “Class B” Beer & Wine Retailer’s	Franklin Civic Celebration Committee Person in Charge: John Bergner Event: Independence Celebration Location: City Hall – 9229 W Loomis Rd Event Dates: 7/3 through 7/6/2025			

Police Incident Reports from May 15 thru December 26, 2024	Review of Police Incident Reports from May 15, 2024 thru December 26, 2024 for Class A and B Establishments			
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.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">DB</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1/7/2025</p>
<p style="text-align: center;">Bills</p>	<p style="text-align: center;">Vouchers and Payroll Approval</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">I</p>

Attached are vouchers dated December 13, 2024 through January 2, 2025 Nos. 200518 through Nos. 200723 in the amount of \$ 2,477,295.88. Also included in this listing are EFT Nos. 5913 through EFT Nos. 5933, Library vouchers totaling \$ 28,056.39, Tourism vouchers totaling \$ 104,136.59 and Water Utility vouchers totaling \$ 51,399.36.

Early release disbursements dated December 13, 2024 through January 1, 2025 in the amount of \$ 1,592,328.90 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated December 27, 2024 is \$ 462,871.05, previously estimated at \$ 475,000. Payroll deductions dated December 27, 2024 are \$ 614,679.03, previously estimated at \$ 632,000.

The estimated payroll for January 10, 2025 is \$ 488,000 with estimated deductions and matching payments of \$ 265,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of January 2, 2025 in the amount of \$ 2,477,295.88
- Payroll dated December 27, 2024 in the amount of \$ 462,871.05 and payments of the various payroll deductions in the amount of \$ 614,679.03 plus City matching payments and
- Estimated payroll dated January 10, 2025 in the amount of \$ 488,000 and payments of the various payroll deductions in the amount of \$ 265,000, plus City matching payments.

ROLL CALL VOTE NEEDED