

The Facebook page for the Economic Development Commission (<https://www.facebook.com/forwardfranklin/>) will be live streaming the Common Council meeting so that the public will be able to watch and listen to the meeting.

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, JUNE 2, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements:
 - (a) Franklin Emergency Operation Command Staff.
 - (b) Informational Item – Change in the City’s Insurance Services Office (ISO) Public Protection Classification (PPC) Rating from ISO Class 4 to ISO Class 2.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of May 19, 2020.
 - 2. Special Common Council Meeting of May 28, 2020.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Project Updates for Ballpark Commons.
 - 2. Franklin Tourism Commission Update.
 - 3. Request from Noah Grandsard for Approval to Proceed with Tribute to First Responders Eagle Scout Project.
 - 4. A Resolution Conditionally Approving a Land Combination for Tax Key Nos. 739-0120-000 and 739-0037-000 (6932 South Tumblecreek Drive and Outlot 30 of Plat of Outlots 1 Through 5 of Tumblecreek) (Zachary D. Pawlowski and Lauren M. Pawlowski, Applicants).
 - 5. Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin.
 - 6. Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin.
 - 7. A Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being all of Lot 84 in Ryan Meadows, Located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and The Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin,

8. Milwaukee County, Wisconsin (Mills Hotel Wyoming, LLC, Applicant) (Generally on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G). A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a 2 Lot Certified Survey Map, Being all of Lot 84 in Ryan Meadows (Mills Hotel Wyoming, LLC, Applicant) (Generally on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G).
9. Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of Mills Hotel Wyoming, LLC, Applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance.
10. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Developer of Oakes Estates Subdivision.
11. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a Final Plat for Oakes Estates Subdivision (at Approximately South 92nd Street and West Woelfel Road) (Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, Applicant).
12. Authorize Ancillary Work to American Transmission Company and Terracon Consultants, Inc. for Projects in Tax Increment District No. 4.
13. A Resolution Declaring the City of Franklin's Official Intent to Reimburse an Expenditure with Proceeds of a Borrowing or Borrowings Authorized by the City in 2020.
14. A Resolution for Change Order No. 1 for the Green Solutions Funding Agreement M03076 (36th Street Biofilter) with the Milwaukee Metropolitan Sewerage District.
15. Report on Expenditures Related to the COVID-19 Public Health Emergency Thru May 27, 2020.
16. Authorizing the City to Execute a Contract for Professional Services with Root-Pike Win for Information and Education Program for Meeting the 2020-2021 Department of Natural Resources Storm Water Permit Requirements for a Not-to-Exceed Fee of \$10,500.
17. A Resolution Authorizing Certain Officials to Execute an Engineering Services Agreement with Wisconsin Department of Transportation for Signal Work at Knollwood Legacy Apartments and S. Lovers Lane.
18. April 2020 Monthly Financial Report.
19. Authorization to Execute a Cooperation Agreement with Milwaukee County for Program Years 2021 Through 2023 for the Community Development Block Grant and HUD HOME Programs.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of June 2, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

I. Adjournment.

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

Common Council Meeting Agenda

June 2, 2020

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

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

REMINDERS:

June 4	Plan Commission Meeting	7:00 p.m.
June 16	Common Council Meeting	6:30 p.m.
June 18	Plan Commission Meeting	7:00 pm.

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<p>APPROVAL</p> <p><i>See</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p><i>6/02/2020</i></p>
	<p>Informational Item – Change in the City’s Insurance Services Office (ISO) Public Protection Classification (PPC) Rating from ISO Class 4 to ISO Class 2.</p>	<p>ITEM NUMBER</p> <p><i>B. 2. 1</i></p>

The Insurance Services Office (ISO) is an industry agency that assesses municipal fire protection capabilities in order to establish standards to assist insurance companies in regarding underwriting and policy costs. The ISO analysis, which is updated approximately every five years, results in a Public Protection Classification (PPC) Rating of between 1 and 10.

The PPC is based on objective analysis of Fire Department, Water Supply/Distribution, and 911 Dispatch Center capabilities and capacity. A rating of ISO Class 1 is relatively rare, and is more often associated with large, well-established urban fire departments. By contrast, an ISO Class 9 or 10 rating may represent a rural municipality without on-duty fire department staffing, and with little or no water distribution infrastructure.

Franklin was reevaluated in early 2020, resulting in a PPC Rating of ISO Class 2. This is a significant improvement over the previous rating of ISO Class 4, particularly since there had been no firefighting staff added since the previous two evaluations. (Fire company staffing is a major metric of the ISO rating matrix, and the single highest-rated point allowance).

Changes in fire department staffing and deployment resulted in moderate point gains; however it is likely that a better understanding of the robust and dynamic automatic aid agreements with neighboring departments was also a major factor in ISO’s decision.

An PPC rating of ISO Class 1 would only be attainable with significant local staffing increases, or through forming a larger entity by consolidating with other fire departments.

It is important to note that ISO rating is an objective analysis that represents a fire department’s “theoretical” effectiveness based on existing equipment, personnel, pumping capacity, and available water supply; and that a fire department could potentially perform above the expectation of a lower ISO rating through disciplined use of aggressive fire control tactics.

The complete report will be made available on the Fire Department page of the City’s website.

COUNCIL ACTION REQUESTED

Informational Only



1000 Bishops Gate Blvd. Ste 300
Mt Laurel, NJ 08054-5404

t1 800 444 4554 Opt 2
f1 800 777 3929

May 25, 2020

Mr. Stephen Olson, Mayor
Franklin
9229 W. Loomis Road
Franklin, Wisconsin, 53132

RE: Franklin, Milwaukee County, Wisconsin
Public Protection Classification: 02/2X
Effective Date: September 01, 2020

Dear Mr. Stephen Olson,

We wish to thank you and Chief Adam Remington for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."

- Communities graded with single “9” or “8B” classifications will remain intact.
- Properties over 5 road miles from a recognized fire station would receive a class 10.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

Alex Shubert

Alex Shubert
Manager -National Processing Center

cc: Mr. Mike Roberts, Water Superintendent, Franklin Water Department
Ms. Cindy Manke, Communications Supervisor, Franklin Communications Center
Chief Adam Remington, Chief, Franklin Fire Department

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
MAY 19, 2020
MINUTES

ROLL CALL

A. The regular meeting of the Common Council was held on May 19, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber arrived at 6:53 p.m. (by telephone), and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Director of Information Technology James Matelski, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

B.1. Citizen comment period was opened at 6:32 p.m. and closed at 7:12 p.m.

COVID-19 UPDATE

B.2. An update was provided by Health Officer Courtney Day relating to the Coronavirus Disease (COVID-19).

MINUTES
MAY 5, 2020

C. Alderman Dandrea moved to approve the minutes of the regular Common Council meeting of May 5, 2020 as presented at this meeting. Seconded by Alderman Nelson. All voted Aye; motion carried.

APPOINTMENT OF
PLANNING MANAGER

G.1. Alderman Dandrea moved to confirm the appointment of Heath Robert Eddy as Planning Manager for the City of Franklin, effective June 22, 2020. Seconded by Alderwoman Hanneman. All voted, Aye; motion carried.

BD. AND COMM.
APPOINTMENTS

- E. Alderman Nelson moved to confirm the following Mayoral Appointments:
1. Donald Nierode, 9203 S. 44th St., Ald. Dist. 4, Architectural Board (3 year term expiring 4/30/23).
 2. David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6, Architectural Board (3 year term expiring 4/30/23).
 3. Annemarie Vitas-Oklobdzija, 8631 W. Forest Hill Ave., Ald. Dist. 1, Library Board (3 year term expiring 6/30/23).
 4. Joseph Musolf, 12127 W. Jefferson Terrace, Ald. Dist. 6, Parks Commission (3 year term expiring 4/30/23).
 5. Kevin Haley, 8945 S. 116th St., Ald. Dist. 6, Plan Commission (3 year term expiring 4/30/23).
 6. Adam Burckhardt, 7541 S. 72nd St., Ald. Dist. 5, Plan Commission (1 year term expiring 4/30/21).
 7. Jonathan L. Webster, 4039 W. Cypress Ln., Ald. Dist. 3, Board of Public Works (3 year term expiring 4/30/23).
 8. Kelamar Svoboda, 4928 W. Tumblecreek Dr., Ald. Dist. 3,

- Board of Review (3 year term expiring 4/30/23).
9. Scott Meade, 9420 S. 41st St., Ald. Dist. 4, Technology Commission (3 year term expiring 4/30/23).
 10. Rajiv Surana, 3754 W. Cypress Ln., Ald. Dist. 3, Technology Commission (3 year term expiring 4/30/23).
 11. Steve Rekowski, 7565 S. Mission Dr., Ald. Dist. 2, Board of Zoning and Building Appeals (3 year term expiring 4/30/23).
 12. James Cieslak, 7568 S. 74th St., Ald. Dist. 5, Environmental Commission (3 year term expiring 4/30/23).

Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

Alderman Nelson moved to confirm the following Aldermanic appointments:

13. Alderman Nelson appointment of Doug Milinovich, 9572 W. Prairie Grass Way, Ald. Dist. 6, Board of Review (3 year term expiring 4/30/23).
14. Alderwoman Wilhelm appointment of Dallas Schurg, 7716 S. 51st St., Ald. Dist. 3, Quarry Monitoring Committee (3 year term expiring 5/31/23).
15. Alderwoman Wilhelm appointment of James Luckey, 4925 W. Rawson Ave., Ald. Dist. 3, Board of Review (3 year term expiring 4/30/23).

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

2019 ANNUAL
COMPREHENSIVE
FINANCIAL REPORT

- G.2. Alderman Mayer moved to accept the 2019 Comprehensive Annual Financial Report and Auditor's Reporting and Insights from the 2019 audit to the Common Council for placement on file. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

POLICE DEPT. MOBILE
DATA COMPUTERS

- G.3. Alderman Nelson moved to approve the purchase of four Mobile Data Computers for the Police Department at a cost of \$13,500. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

AMEND UDO TO
REZONE LOT 84 (MILLS
HOTEL WYOMING, LLC,
APPLICANT)

- G.4. Alderman Nelson moved to deny an Ordinance to Amend the Unified Development Ordinance (Zoning Map), to Rezone Lot 84 of the Approved Final Plan for "Ryan Meadows" Subdivision From M-1 Limited Industrial District (Generally Located on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G) (Approximately 24.0541 Acres) (Mills Hotel Wyoming, LLC, Applicant) as it does not promote the health, safety, and welfare of the City and of the Community. Seconded by Alderman Mayer. On roll call, Alderman Mayer, Alderwoman Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye; Alderman Dandrea voted No. Motion carried.

CONDITIONAL
APPROVAL OF 2 LOT
CSM, LOT 84 (MILLS
HOTEL WYOMING, LLC,
APPLICANT)

- G.5. Alderman Nelson moved to deny a Resolution Conditionally Approving a 2 Lot Certified Survey Map (Generally on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G) (Mills Hotel Wyoming, LLC, Applicant). Alderman Nelson withdrew his motion.

Alderman Nelson then moved to refer to City Attorney for review with Department of City Development and to return to the Common Council meeting of June 2, 2020, a Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being All of Lot 84 in Ryan Meadows, Located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Generally on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G) (Mills Hotel Wyoming, LLC, Applicant). Seconded by Alderwoman Hanneman. On roll call, Alderman Nelson, Alderman Barber, Alderwoman Hanneman, Alderwoman Wilhelm, and Alderman Dandrea voted Aye; Alderman Mayer voted No. Motion carried.

SPECIAL EXCEPTION
TO NRPP
(MILLS HOTEL
WYOMING, LLC,
APPLICANT)

- G.6. Alderman Nelson moved to deny the Standards, Findings and Decision of the City of Franklin Common Council upon the application of Mills Hotel Wyoming, LLC, applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Mayer. On roll call, following discussion that the application does not meet the reasonable practicable alternatives findings standards, Alderman Mayer, Alderwoman Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye; Alderman Dandrea voted No. Motion carried.

CONCEPT REVIEW
9720 S. 112TH ST.
KAEREK HOMES, INC.

- G.7. No action was taken on a concept review regarding the proposed single-family residential subdivision with 17 lots to be located at 9720 South 112th Street (Kaerek Homes, Inc., Applicant).

COVID-19
EXPENDITURES

- G.8. Alderman Dandrea moved to place on file the report on expenditures related to the COVID-19 Public Health Emergency through May 13, 2020. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

SOUTHEAST CONST.,
LLC CONCRETE WORK
AT PLEASANT VIEW

- G.9. Alderwoman Wilhelm moved to authorize Southeast Construction, LLC to construct concrete walk and patio at Pleasant View Pavilion (4901 W. Evergreen Street) for \$12,600 from the capital

- PAVILION improvement contingency account, which costs include the impact fee matching funds. Seconded by Alderman Nelson. All voted Aye; motion carried.
- ORD. 2020-2435
CARRY FORWARD
UNUSED FUNDS FOR
POLICE ADMIN
BUILDING G.10. Alderman Nelson moved to adopt Ordinance No. 2020-2435, AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE \$9,000 OF CARRYFORWARD APPROPRIATIONS FOR BUILDING MAINTENANCE AT THE POLICE ADMINISTRATION BUILDING. Seconded by Alderwoman Wilhelm. On roll call, all voted Aye. Motion carried.
- PROOFPOINT BUSINESS
PACKAGE EMAIL
SERVICES G.11. Alderman Mayer moved to authorize the execution of ProofPoint Business Package Email Services as provided through Heartland Business Systems, per Quote 092876, and per the provisions of the Information Technology Services Agreement already in place between the City of Franklin and Heartland Business Systems, with total project costs of \$5,497 which will be funded from 2020 Information Services Operation Outlay Budget (01-0144-5257 Software Maintenance). Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- WAIVE INTEREST AND
PENALTIES FOR LATE
PROPERTY TAX
PAYMENTS G.12. Alderwoman Hanneman moved to schedule a special Common Council meeting on Thursday, May 28, 2020, at 6:30 p.m. with a backup date of May 29, 2020, at 4:00 p.m. for reviewing action of Milwaukee County Board relating to the May 31, 2020 property tax installment due date. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- AGREEMENT WITH
ASSOC. FINANCIAL
GROUP, LLC G.13. Alderman Dandrea moved to authorize a Service Agreement with Associated Financial Group, LLC in a 2020 Consulting Relationship for Employee and Retiree Health Insurance Benefits Plan Design and Procuring Insurance Services. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- LICENSES AND
PERMITS H. Alderman Nelson moved to approve the following license recommendations from the License Committee meeting of May 19, 2020:
- Hold for appearance for the Operators' license applications for Destanie M Evans, 726 Marquette Ave., #2, South Milwaukee; Danielle M Krueger, W1369 County Rd C, Sharon; Margarita Charaim, 421 Kelburn Rd., #214, Deerfield, IL; Paul J Robinson, 4201 S Taylor Ave., Milwaukee; Kristen N Fenninger, 9750 S 31st St.;

Grant 2019-2020 Operator licenses to Sonny S Chahal, 3789 W Cypress Ln.; Vasim S Khudarathullah, 13455 W Fountain Dr., New Berlin; Jasmina Ristic, 7209 S Hillendale Dr.; Mahakpreet Singh, 7325 S 38th St.; Mariya Syed, 7132 S Madison Ct.; Shubh Karman S Tiwana, 9325 S Cobblestone Way, Unit E;

Grant 2019-2020 and 2020-2021 Operator licenses to Katlyn M Wyman, 2250 W College Ave., #1;

Grant 2020-2021 Operator licenses subject to application corrections to: Amy B Balcerzak, 2605 E Emily Ave., Oak Creek; Peggy S Counter, S98 W13259 Loomis Dr., Muskego; Christopher A Ewig, 6626 S 26th St., Oak Creek; Jeremy J Haese, 6818 S 118th St.;

Grant 2020-2021 Operator licenses to: Sierra M Detaeje, 4352 S Kinnickinnic Ave., Cudahy; John J Fenelon, 8000 W Sunbury Ct., Milwaukee; Thomas R Manske, 5459 Olympia Dr., Greendale; Ashley L Sellner, 4945 S Heritage Dr., #102, Greenfield; Samuel K Strait, 6429 S 123rd St.; Carsen J Abraham, 8528 S 68th St.; Jennifer M Aguilar, 2121 W Grant St., Upper, Milwaukee; Sandra A Albert, 10520 S 112th St.; Alexis A Albrecht, 5891 Tower Rd., #3, Greendale; Matthew T Albrecht, S103 W20703 Heather Ln., Muskego; Cathy J Anderson, 8736 S Country Dr., #201, Oak Creek; Danielle J Anderson, W229 S8020 Big Bend Dr., Big Bend; Aimee M Arndt, 2955 W Drexel Ave., #408; Michael J Bartolone, 3842 S Marcy St., Milwaukee; Wendy J Beierle, 9221 S 96th St.; Virginia M Bennett, W140 S9287 Boxhorn Dr., Muskego; Brandon S Bhatti, S90 W12978 Boxhorn Reserve Ct., Muskego; Tanya J Bielinski, 12343 W McShane Rd.; Rick L Boardman, 2112 S 72nd St., West Allis; John D Braovac, 1334 S 124th St., Brookfield; Pamela Brys, 1720 W Meyer Ln., #6104, Oak Creek; Roger C Burczyk Jr., 9529 Caddy Ln., Caledonia; William J Canales, 722 Mackinac Ave., South Milwaukee; Joel B Clifford, 3115B S Brisbane Ave., Milwaukee; Shannen K Conley, S76 W17745 Janesville Rd., Muskego; Nicole M Cruz, 4380 S Burrell St., Milwaukee; Rebecca L Deall, 3725 S 76th St., Milwaukee; Susan M DeGeorge, 2456 S 88th St., West Allis; Joshua J Farrell, 7417 S 36th St.; Katelynn M Flowers, 5829 S New York Ave., Cudahy; Eric M Gagliano, 3723 Meadow Rose Ct., Franksville; Kathleen Galipo, 7984 S 60th St.; Nicole L Gaus, 1127 N Cass St., #1B, Milwaukee; Halina Grochowski, 1111 W Rosewood Trl., Oak Creek; Jo Ann M Hansen, 2300 Raymond Ave., Franksville; Nicholas A Harvey, W6538 N Lakeshore Dr., Elkhorn; Joseph W Heup, 7606 W Norwood Ln.; Thomas A Holtz, 1303 E Golden Ln., Oak Creek; Lisa M Hutts, 5612 Euston St., Greendale; Shane R Jaskie, 7811 W Winston Way; Jennifer Jenders 1085

Tanglewood Ct., Brookfield; Ellen L Jensen, 2415 W Hilltop Ln., Oak Creek; Adam J Jubeck, 2430 W Briar Lake Way, #2B, Oak Creek; Amanda N Julian, 2811 W Acre Ave.; Kevin K Kais, 3201 Pleasant View Cir., Caledonia; Paramjeet Kaur, 185 W Rainbow Ridge Dr., #301, Oak Creek; Dawn Klinko, 6830 W Kathleen Ct., #4; Jennifer N Knight, 4536 W Hilltop Ln.; Kim T Kuklinski, 7555 Parkview Rd., #26, Greendale; Shelly Marquardt, 26011 75th St., Salem; Nadiya Mashkina, 9667 W Forest Home Ave., #1, Hales Corners; Lauren J Mather, 12400 Mac Alister Way, #103, New Berlin; Grace M Matranga, 4034 W Anthony Dr.; Janet Miller, 8995 Woodbridge Dr., Greendale; Susan Mlynczak, 16513 50th Rd., Franksville; Diane T Mueller-Yarnell, 3574 S 84th St., Milwaukee; Melissa Murphy, 6157 S 42nd St., Greendale; Derek J Olszewski, 7009 W Ernest Dr.; Jason J Ottman, 9619 W 5 Mile Rd., Franksville; Andrew M Page, 4642 W Crawford Ave., Greenfield; Sarah J Page, 1227 Williams Ave., South Milwaukee; Kayla M Paul, 7850 S Ridgewood Dr.; Alexandria P Pelzek, 5553 Root River Dr., Greendale; Joseph M Pollack, 10165 W Coldspring Rd., #106, Greenfield; Denise K Popp, W182 S7715 Valley Dr., Muskego; Mark A Reikowski, W125 S8317 North Cape Rd., Muskego; Kristen Rinke, S97 W12719 Champions Dr., Muskego; Laura J Rogers, 6823 W Bennett Ave., Milwaukee; Tori M Rogers, 4750 W Marquette Ave.; Timothy D Schappel, 2202 Landings Ln., Delavan; Joseph M Schauer, 8520 W Euclid Ave., Milwaukee; Kimberly A Schultz, 4040 S Kinnickinnic Ave., #15, St. Francis; Rebekah L Shallow, 6125 S Martin Rd., New Berlin; Candice Sibila, 4362 S Nicholson Ave., St. Francis; Hollie C Smith, 6873 S 35th St.; Mark R Steffes, 5344 Sutton Place South, Greenfield; Nadine A Stork, 8636 W Marshfield Ct.; Stacie L Tripler, 5331 N 37th St., Milwaukee; Susan C Van Erden, 4899 W Maple Leaf Circle, Greenfield; Kathleen A Varga, 3739 S Packard Ave., #120, St. Francis; Mallory K Villwock, 8026 S 47th St.; Denise Widenski, 7335 S Quincy Ave., Oak Creek; Laken L Williams, 7409 S 46th St.; Tyler D Willing, 2700 Sussex Ln., Waukesha; Veronica M Wist, 8322 W Forest Hill Ave.; Pamela J Wolff, 7515 W Drexel Av., #108; Vanessa A Wozney 1204 E Connie Ln., Oak Creek; Alyssa G Zacher, 595 E Shepard Hill Dr., Oak Creek; Sally A Zubarick, S88 W22560 Willow Ct., Big Bend;

Deny Operator license application of Leslie Anderson, 504 Shelbourne Ct., #66, Racine, based upon habitual criminality record substantially related to the license activity, contrary to Wis. Stat. §125.04;

Grant 2020-2021 Amusement Device Operators license to: Mitchell Novelty Co., Owner, Ralph H Fleege, 3506 W National Ave., Milwaukee; Reggie's Amusements, LLC, Owner, Reginald Zeniecki,

4918 S Packard Ave., Cudahy; Wisconsin P & P Amusements, Owner Michael Weigel, 12565 W Lisbon Rd., Brookfield;

Grant 2020-2021 Class A Combination licenses, subject to payment and compliance with City Ordinance and approval of inspections to: Dairyland Retail Group, LLC, Agent Elizabeth Evans, 7610 W Rawson Ave.; Ryan Fuel LLC, Agent Kavita Khullar, 5120 W Ryan Rd.; Wisconsin CVS Pharmacy LLC, Agent Samantha Jo Klaphake, 5220 W Rawson Ave.; Hodach Petroleum Inc, Agent Stephen Hodach, 9830 W St. Martins Rd.; Kwik Trip, Inc, Agent Jill A Le Claire, 5040 W Rawson Ave.; Kwik Trip, Inc, Agent Andrew P Wichmann, 10750 W Speedway Dr.; Sam's East, Inc, Agent Henry Monti, 6705 S 27th St.; Sendik's Franklin, LLC, Agent Theodore Balistreri, 5200 W Rawson Ave.; Target Corporation, Agent Daniel Olsen, 7800 S Lovers Lane Rd.; Wal-Mart Stores East, LP, Agent Veronica Wright, 6701 S 27th St.; Walgreen Co., Agent Jessica Nerby, 7130 S 76th St.; Walgreen Co., Agent Brian Hilber, 9527 S 27th St.; Walgreen Co., Agent Danielle Peters, 9909 W Loomis Rd.;

Grant 2020-2021 Class B Combination licenses, subject to payment and compliance with City Ordinance and approval of inspections: The Bowery, LLC, Agent Roger Hein, 3023 W Ryan Rd.; RLGIDI, Inc., Agent Rex Idrizi, 3137 W Rawson Ave.; Brinker Restaurant Corp., Agent Justin Pischke, 6439 S 27th St.; Romey's Place LLC, Nathan Fabry, Agent, 7508 S North Cape Rd.; St. Martins Inn, LLC, Dennis Wegner, 11318 W St. Martins Rd.;

Grant 2020-2021 Class B Combination and Entertainment & Amusement licenses, subject to payment and compliance with City Ordinance and approval of inspections: Franklin Food & Beverage, LLC, Agent, Frank Orcholski, 9643 S 76th St.; HB & H, LLC, Agent Gerald Hay, 10741 S 27th St.; Kriton & Ermira LLC, Agent Ermira Lazaj, 8405 S 27th St.;

Grant 2020-2021 Class B Combination, Entertainment & Amusement and Bowling licenses, subject to compliance with City Ordinance and approval of inspections to Country Lanes LLC, Agent Robert Sczerzen, 11231 W Forest Home Ave.;

Grant 2020-2021 Reserve Class B Combination licenses subject to compliance with City Ordinance and approval of inspections: FF&E, LLC, Agent Teresa D'Amato, 6901 S 76th St.; Hudson Burger LLC, Agent Dallas Fitzgerald, 6421 S 27th St.;

Grant 2020-2021 Class B Beer and Class C Wine license, subject to completion of application, payment, compliance with City Ordinance

and approval of inspections to Dhiman LLC, Agent Deepak Dhiman, 7107 S 76th St.;

Grant 2020-2021 Class B Beer licenses, subject to compliance with City Ordinance and approval of inspections to M-Squared, Inc., Agent Michael Falk, 11357 W St. Martins Rd.;

Grant 2020-2021 Day Care licenses subject to compliance with City Ordinance and approval of inspections to: Discovery Days Childcare III, Inc., Manager Tina Kraussel, 9758 S Airways Ct.; KinderCare Education LLC, Manager Theresa Castronovo, 6350 S 108th St.;

Grant 2020-2021 Entertainment & Amusement license, subject to compliance with City Ordinance and approval of inspections to: Milwaukee County Parks, Agent Andrea Wallace, 6000 W Ryan Rd.; Milwaukee County Parks, Agent Andrea Wallace, 3600 W Oakwood Rd.; Milwaukee County Parks, Agent Andrea Wallace, 6751 S 92nd St.;

Grant Class B Combination Change of Premise Description for The Rock Sports Complex, LLC, Agent Thomas Johns, 7005 S Ballpark Dr., to include the Stadium north parking lot, subject to payment and compliance with State and City requirements and only available for use under and pursuant to the license during reasonable times necessary for the operation of the drive-in movie theater, and subject to the timely submission of an application for a special use by applicant, and the action thereon by the Common Council to be the determination of the future continuation of the licensed use thereafter; and

Grant 2019-2020 Drive-In Theater License to The Rock Sports Complex, LLC (Milky Way Drive-In), Agent Thomas Johns, 7005 S Ballpark Dr., to include the Stadium north parking lot, subject to payment and compliance with State and City requirements and only available for use under and pursuant to the license during reasonable times necessary for the operation of the drive-in movie theater, and subject to the timely submission of an application for a special use by applicant, and the action thereon by the Common Council to be the determination of the future continuation of the licensed use thereafter; and

Grant 2020-2021 Drive-In Theater License to The Rock Sports Complex, LLC (Milky Way Drive-In), Agent Thomas Johns, 7005 S Ballpark Dr., to include the Stadium north parking lot, subject to payment and compliance with State and City requirements and only available for use under and pursuant to the license during reasonable

times necessary for the operation of the drive-in movie theater, subject to the timely submission of an application for a special use by applicant, and the action thereon by the Common Council to be the determination of the future continuation of the licensed use thereafter.

Approve the Extraordinary Entertainment and Special Event to hold a Drive-In Movie Theater at The Rock Sports Complex (Milky Way Drive-In), Agent Thomas Johns, 7005 S Ballpark Dr., to begin May 22, 2020, Monday through Friday at 6:00 p.m. and 8:45 p.m.; Saturdays at 5:00 p.m., 7:45 p.m. and 10:30 p.m.; and Sundays at 3:00 p.m., 6:00 p.m., and 8:45 p.m., subject to payment and compliance with State and City requirements and only available for use under and pursuant to the license during reasonable times necessary for the operation of the drive-in movie theater, subject to the timely submission of an application for a special use by applicant, and the action thereon by the Common Council to be the determination of the future continuation of the licensed use thereafter.

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

Alderman Nelson moved to approve the Extraordinary Entertainment and Special Event to hold a Drive-In Movie Theater at The Rock Sports Complex (Milky Way Drive-In), Agent Thomas Johns, 7005 S. Ballpark Dr., to begin May 22, 2020, Monday through Friday at 6:00 p.m. and 8:45 p.m.; Saturdays at 5:00 p.m., 7:45 p.m. and 10:30 p.m.; and Sundays at 3:00 p.m., 6:00 p.m., and 8:45 p.m., subject to payment and compliance with State and City requirements and only available for use under and pursuant to the license during reasonable times necessary for the operation of the drive-in movie theater, subject to the timely submission of an application for a special use by applicant, and the action thereon by the Common Council to be the determination of the future continuation of the licensed use thereafter. Seconded by Alderwoman Hanneman. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye; Alderman Mayer voted No. Motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Dandrea moved to approve the following:
City vouchers with an ending date of May 14, 2020 in the amount of \$2,600,709.60; and Payroll dated May 8, 2020 in the amount of \$390,059.69 and payments of the various payroll deductions in the amount of \$227,468.15 plus City matching payments; and estimated payroll dated May 22, 2020 in the amount of \$385,000.00 and payments of the various payroll deductions in the amount of \$438,000.00, plus City matching payments; and property tax

disbursements with an ending date of May 14, 2020 in the amount of \$528.33; and release payments to miscellaneous vendors in the amount of \$98,544.57 and release Library vouchers upon approval by the Library Board not to exceed \$15,000. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
TID 4 FRANKLIN
CORPORATE PARK

- G.14. Alderman Barber moved to enter closed session at 9:18 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisitions for the development of public improvements for the Tax Incremental District No. 4 Franklin Corporate Park: 10627 South 27th Street, Tax Key Nos. 951-9996-002 (potential acquisition of approximately 5,969 square feet) and 951-9999-001 (potential acquisition of approximately 5,234 square feet); 3001 West Elm Road, Tax Key No. 978-9996-006 (potential acquisition of approximately 15,977 square feet); and 10613 South 27th Street, Tax Key No. 951-9996-009 (potential acquisition of approximately 24,008 square feet); and the investing of public funds and governmental actions in relation thereto and to effect such acquisitions, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. All voted Aye; motion carried.

Upon reentering open session at 9:36 p.m., Alderwoman Hanneman moved to direct staff to proceed as discussed in closed session. Seconded by Alderman Nelson. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderwoman Wilhelm moved to adjourn the meeting at 9:38 p.m. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 2, 2020
REPORTS & RECOMMENDATIONS	Project Updates for Ballpark Commons	ITEM NUMBER . . .

Representatives from Ballpark Commons will present an update on the development.

COUNCIL ACTION REQUESTED

No action requested. This report is only for providing updates on the Ballpark Commons project.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 2, 2020
REPORTS & RECOMMENDATIONS	Franklin Tourism Commission Update	ITEM NUMBER <i>7.1.20</i>

Representatives from the Tourism Commission will present an update on 2020 activities.

COUNCIL ACTION REQUESTED

No action requested. This presentation is only for providing updates from the Tourism Commission.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">06/02/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Request from Noah Grandsard for Approval to Proceed with Tribute to First Responders Eagle Scout Project</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">()</p>

Attached is a project presentation and request from Noah Grandsard, Troop 531 Senior Patrol Leader, for approval to proceed with an Eagle Scout Project. His proposed project is a tribute to first responders that will be placed adjacent to the other memorials at the Library.

Also attached is information from the Director of Inspection Services addressing the proposal.

COUNCIL ACTION REQUESTED

As directed.

Sandi Wesolowski

From: David Grandsard <ngrandsard@gmail.com>
Sent: Saturday, May 23, 2020 11:51 AM
To: Sandi Wesolowski
Subject: Eagle Scout Project

Hello Mrs. Wesolowski my name is Noah Grandsard and I am a Boy Scout from troop 531 in Franklin WI. I am currently working on my Eagle Scout Project which is going to be a tribute to first responders that will be placed adjacent to the other memorials at the Library. In order to move forward I need permissions. So far, I have gotten permissions from the Library board, the Mayor, the Police Chief, and my troop. In order to continue moving forward I need permission from the Franklin City Common Council and the Mayor informed me that you have your next meeting on the 2nd of June. He said to send you my materials for my project, I have a slides presentation with all of the information surrounding my project. Is there anything else that I would need to send in?

Here is the project presentation:

https://docs.google.com/presentation/d/18_Rm85CeghFWez9XasldUGuuGct7o9JU8rzOg2yTaUA/edit#slide=id.p

Respectfully,
Noah Grandsard
Troop 531 SPL

Sent from Mail for Windows 10

Sandi Wesolowski

From: Scott Satula
Sent: Tuesday, May 26, 2020 4:23 PM
To: N Grand
Cc: Regulo Martinez-Montilva; Sandi Wesolowski, Glen Morrow
Subject: RE: Eagle Scout Project

Noah:

Inspection Services would have concerns with the foundation for the memorial. The project narrative below does not clearly mention that the memorial is resting on a "frost-protected" foundation. Although the Building Code does not directly address such structures, the footings/foundation should extend to a minimum depth of 4 feet below grade. Without such protection, frost could potentially heave the structure and place it out of plumb. Other damage (cracking) could result. I will also mention, but not recommend, that an Engineer could design a shallow frost-protected foundation for the structure.

Any electrical work (lighting) must be done by a licensed electrician under a separate Electrical Permit.

City Planning/Engineering will approve the aesthetics and general location of the structure.



Please let me know if you have any questions.

Thanks,
Scott

W. Scott Satula



Dir. of Inspection Services
ssatula@franklinwi.gov
9229 W. Loomis Road
Franklin, WI 53132
414-425-0084
Franklinwi.gov





Noah Grandsard's Eagle Scout Project

Scouts BSA Troop 531



Who Am I?

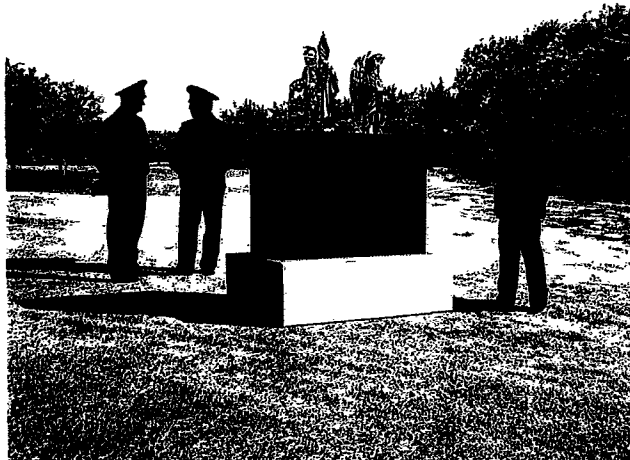
- My name is Noah Grandsard
- 10+ years in scouting including cub scouts in kindergarten
- Current SPL of troop other positions I've held include
 - ASLP
 - PL
 - APL
- Enjoy spending time outdoors and camping in remote locations
- Looking forward to continuing on my Scouting journey

What Is the Project?



- Tribute for fallen Police Officers and Firefighters
- First responders
- Granite memorial that will be sitting upon a concrete foundation
 - Granite 4x2x3
 - Concrete foundation 5x3x1 ½
- Engravings that are etched into two sides of the tribute with the words
 - 'To those who give the ultimate sacrifice for our safety' (exact verbiage to be determined)
 - 1 ½ inch font to be legible
- Stone Statues on top representing the saints
 - Saint Michael Police Officers
 - Saint Florian Firefighters
- Will be surrounded by a circular pattern of mulch

Digital Rendering



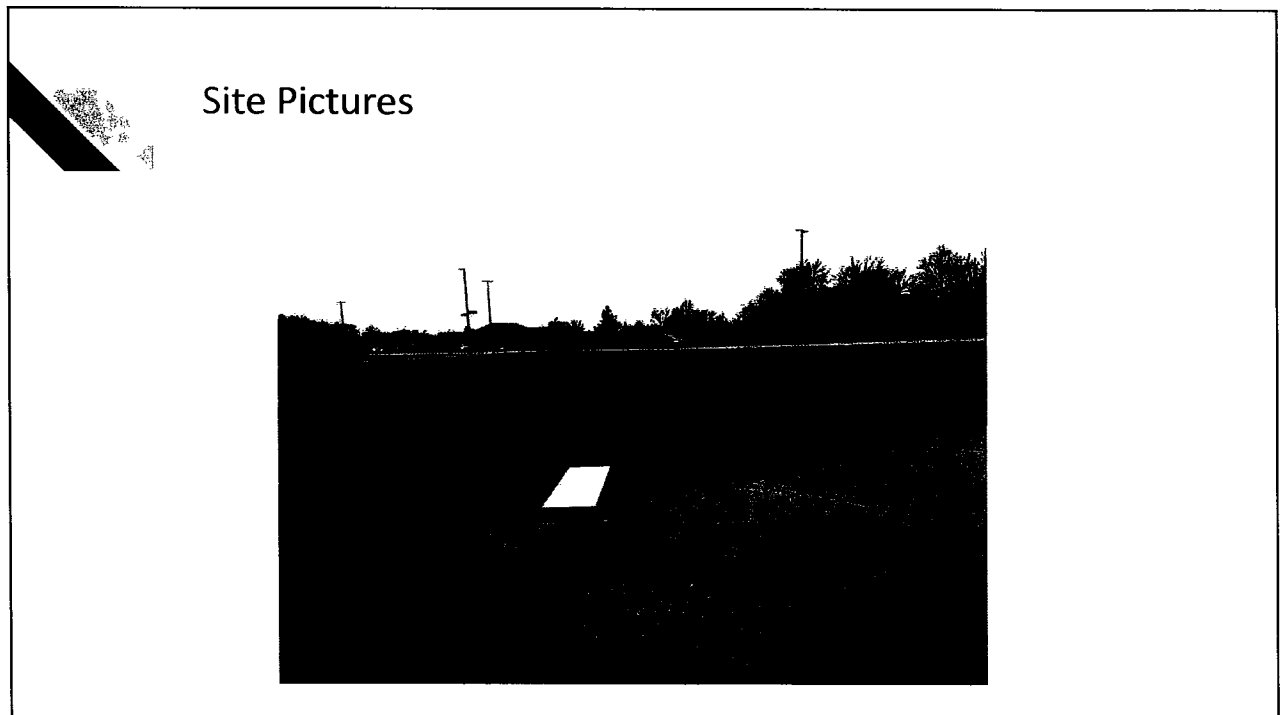
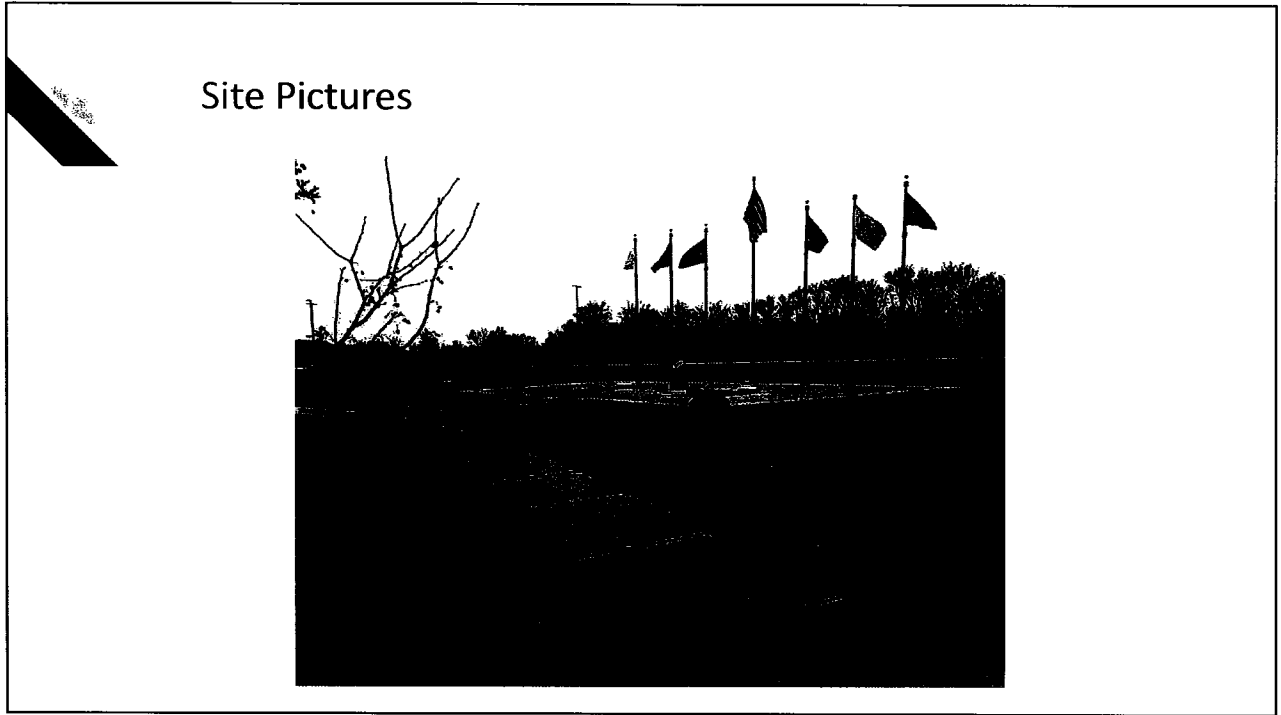
Location of the Project



- This will be placed on the property of the Franklin Public Library adjacent to the other memorials
 - Respectfully keeping distance to not deter from other memorials and also give it a personal acknowledgement
- Large open grassy space that will have to be dug out and filled with traffic bond and then concrete
- Will be able to stand the weather and doesn't have to be tended to once finished

Site Pictures





Site Pictures



Costs



- There are several elements in this project to include
- Granite - Black Pearl Polished \$3,068.48
 - This includes 44 square feet of granite mitered and assembled on site
- Concrete Footing Mix \$342.14
 - Price may vary on type needed for project no more than \$400
- Statues
 - Saint Michael \$150.200 this depending on availability during buy time will be a gardening statue
 - Saint Flonan \$150.200 again depending on availability during buy time still a gardening statue
- Frames Concrete frames and additional wood \$150
- Mulch Wood Mulch \$10-20
 - Around 2 cubic feet needed when converting from square feet to cubic feet

Costs (continued)



- Concrete adhesive 4 Tubes \$54
 - To hold statues and granite in place estimated up room for extra
- Nails 1 Box Desk Sinkers \$6
 - For the frames
- Traffic bond 3 inches deep \$64
 - Put down before concrete in the frames below freezing point
- Engraving/Sandblasting 1 ½ inch letters \$400-800
 - Large companies are more expensive in this case trying to find a private worker like a graveyard company or worker
- Miscellaneous costs (water and food) \$100
- Overall Cost: \$4952.62

Fundraising



- Fundraising will obviously be tough during this unfortunate pandemic spreading the world however here are a few ideas that I have
- Go Fund me page getting donations from others who are willing to help my project
 - Other social media platforms
- Brat frys and other food selling events, if we are allowed to leave our houses this will be the main focal point for fundraising
- Seeking donations from companies I am working with
- Reach out to the Mayor or Police and Fire Chiefs to seek assistance and possibly hold fundraising events tying into some of their events
- If I do end up fundraising too much then the money goes back to the beneficiary or in this case I will be donating to our local first responders

Working



- There will have to be several workdays for myself and whatever help that I will be able to receive, here is a general overview of what I had imagined this could look like
- Day 1 & 2 digging out the area and building the frames
- Day 3 putting in traffic bond and making sure frames are set
- Day 4 pouring concrete - let cure for a week
- Day 5 Installing Granite on sight this will be done by the company and knock out wood frames from the concrete
- Day 6 make sure granite is attached using adhesive and setting statues on top making sure everything is set to engrave and sand blast
- Day 7 Sandblast (no workers needed individual company work)
- Day 8 put a sign that this was an eagle scout project and place mulch

Working - Tools



- There will be a large amount of tools that will be used during this project some to include
- Caulk Gun
- Hammer
- Circular Saw
- Shovels
- Gardening rakes
- Levels both string and 3 foot
- Wooden steaks
- Wheelbarrows
- Tamper
- Hand trowels
- Plastic cover
- Cost of the tools included and most of the tools will be donated or we own

Working - Safety and Labor



- Obviously this schedule will have to be adjusted as necessary and won't cater to everybody's schedule
- The scouts won't be able to use any power tools or heavy equipment so most of their help will be needed at the front end and the back where we are doing more physical work
- I will need more workers for the labor intense days and less for the ones where the companies come in to help
- Safety plan is disclosed in the next slide

Safety Plan



- Younger scouts and youth will not be able to handle heavy equipment and power tools and are not allowed to be in the same area as them when being operated
- Sign in sheet disclosing who (Scout, Leader, or none) time in and out
- Multiple first aid kits will be on site at all time
- Making sure to have hydration and food for everybody
- Close toed shoes at all times
- Safety glasses and gloves
- Location to the nearest hospital
- My father also medically trained and will be on site most days

Permissions and Permits



- Having a project in such a public area will obviously require permits and permissions from
- The Library Board
- The Board of Public Works
- Site plan approval from the planning department
- The City of Franklin Common Council
- Architecture review boards
- Check in with police and fire chiefs

Summary



As we all know an Eagle Scout Project is a way to give back to the community and provide them with something that will benefit them in the long run while also showing leadership in completing the project I believe that in doing this project it will give the community a place to reflect on the first responders who give their time fighting for the rights and lives of others in the community and also a remembrance of those who pay the ultimate sacrifice for our lives

Thank



You!

**BOY SCOUTS
OF AMERICA™**

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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</p> <p style="text-align: center;">06/02/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TAX KEY NOS. 739-0120-000 AND 739-0037- 000 (6932 SOUTH TUMBLECREEK DRIVE AND OUTLOT 30 OF PLAT OF OUTLOTS 1 THROUGH 5 OF TUMBLECREEK) (ZACHARY D. PAWLOWSKI AND LAUREN M. PAWLOWSKI, APPLICANTS)</p>	<p style="text-align: center;">ITEM NUMBER</p>

On May 21, 2020, the Plan Commission carried a motion to recommend approval of a Resolution conditionally approving a land combination for Tax Key Nos. 739-0120-000 and 739-0037-000 (6932 South Tumblecreek Drive and Outlot 30 of plat of Outlots 1 through 5 of Tumblecreek).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, a resolution conditionally approving a land combination for tax key nos. 739-0120-000 and 739-0037-000 (6932 South Tumblecreek Drive and Outlot 30 of Plat of Outlots 1 through 5 of Tumblecreek) (Zachary D. Pawlowski and Lauren M. Pawlowski, applicants)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 5-14-20]

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY
APPROVING A LAND COMBINATION FOR
TAX KEY NOS. 739-0120-000 AND 739-0037-000
(6932 SOUTH TUMBLECREEK DRIVE AND OUTLOT 30
OF PLAT OF OUTLOTS 1 THROUGH 5 OF TUMBLECREEK)
(ZACHARY D. PAWLOWSKI AND LAUREN M. PAWLOWSKI, APPLICANTS)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed land combination for Zachary D. Pawlowski and Lauren M. Pawlowski to accommodate construction of a shed within 5 feet of Outlot 30 of Plat of Outlots 1 through 5 of Tumblecreek, adjoining the Pawlowski residential property at 6932 South Tumblecreek Drive (Lot 37); bearing Tax Key Nos. 739-0120-000 and 739-0037-000 (Outlot 30), more particularly described as follows:

Property Description for 6932 South Tumblecreek Drive:

Lot Thirty-Seven (37), in Tumblecreek, being a Subdivision of a part of the Southwest One-Quarter (1/4) of the Southwest One-Quarter (1/4) of Section One (1), Township Five (5) North, Range Twenty-One (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Property Description for Outlot 30:

Outlot Thirty (30) of Plat of Outlots One (1) Thru Five (5) of Tumblecreek, being a Subdivision of Outlots One (1) Thru Five (5) of Tumblecreek, being a part of the Southwest One-Quarter (1/4) of the Southwest One-Quarter (1/4) of Section One (1), Township Five (5) North, Range Twenty-One (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

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

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

ZACHARY D. PAWLOWSKI AND LAUREN M. PAWLOWSKI – LAND
COMBINATION
RESOLUTION NO. 2020-_____

Page 2

1. Zachary D. Pawlowski and Lauren M. Pawlowski, successors and assigns shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Zachary D. Pawlowski and Lauren M. Pawlowski land combination project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon Zachary D. Pawlowski and Lauren M. Pawlowski and the land combination project for the property located at 6932 South Tumblecreek Drive and Outlot 30 of Plat of Outlots 1 through 5 of Tumblecreek: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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

Meeting of May 21, 2020

Land Combination

RECOMMENDATION: City Development Staff recommends approval of a land combination for lot 37 and outlot 30 of the Tumblecreek subdivision.

Project Name:	Pawlowski Land Combination
Project Address:	6932 S Tumblecreek Drive
Property Owner:	Zachary and Lauren Pawlowski
Applicant:	Zachary and Lauren Pawlowski
Zoning:	PDD No. 2 Tumblecreek – Hidden Lakes Development
Use of Surrounding Properties:	Residential – single family
Comprehensive Plan:	Residential
Applicant Action Requested:	Approval of application for land combination

Introduction:

On April 7, 2020, Zach and Lauren Pawlowski submitted a land combination application for two properties: Lot 37 and Outlot 30 of the Tumblecreek subdivision, both properties are under common ownership. The area of Lot 37 is 0.26 acres, and Outlot 30 is 0.04 acres, the resulting property would be 0.30 acres in area. The current use of Lot 37 is single-family residential and Outlot 30 is vacant.

The purpose of this land combination request is to eliminate the common lot line between the two properties and the setback restriction associated with such line. With the two properties combined, the owner would increase the buildable area for a shed or other accessory structure.

Pursuant to §15-9 0312.B, of the Unified Development Ordinance, the application for the Land Combination Permit shall be considered “relative to City staff recommendations, the lot area and other dimensional requirements of the zoning district(s) within which the parcels are located, the City of Franklin Comprehensive Master Plan and the planned land use for each of the parcels, present use of the parcels and proposed use of the parcels for the purpose to ensure that upon combination, such properties shall comply with the purposes and provisions of this Ordinance.”

Analysis:

The two subject properties are located in the area “A” of Planned Development District (PDD) No. 2 Tumblecreek – Hidden Lakes Development. This PDD was created in 1976 and amended in 1987, 1991, 1993, 1995 and 1996, the current development standards for area “A” are set forth in Ordinance 1995-1362. The resulting lot would comply with the dimensional standards of this Ordinance, such as lot area and setbacks.

Per City Development Department files, the combination of a lot with an outlet has a precedent in the Tumblecreek subdivision as noted below

- 6935 S Tumblecreek. Resolution 88-3095 (attached): lot 20 and outlet 17.
- 6908 S Tumblecreek. Resolution 94-4167 (attached): lot 35 and outlet 28.

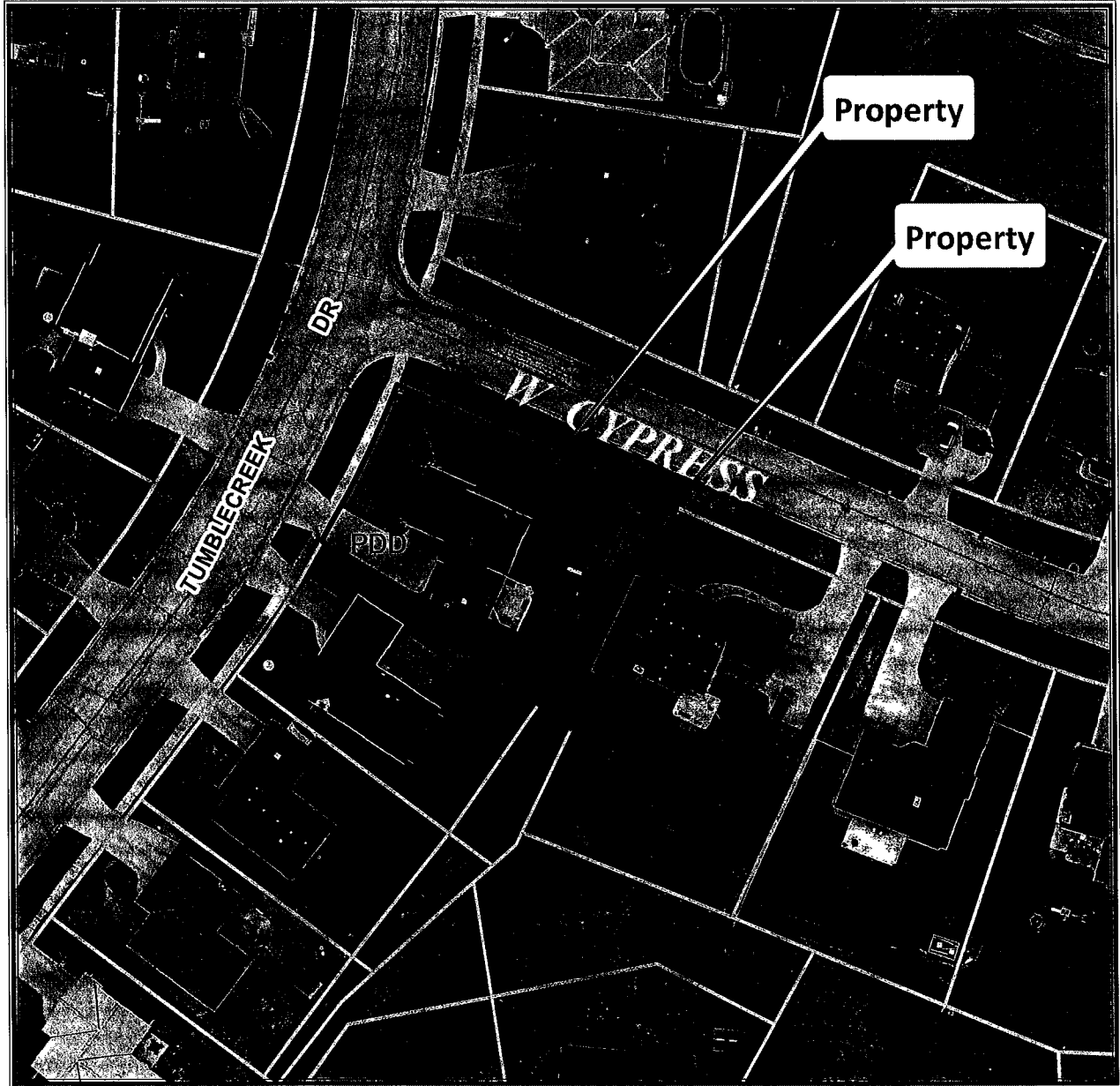
It is noted that that the rear yard setback in PDD No. 2 is 25 feet and the depth of outlet 30 is 17 feet, therefore structures would not be allowed in the current area of this outlet.

STAFF RECOMMENDATION:

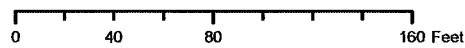
City Development staff recommends approval of a land combination for lot 37 and outlet 30 of the Tumblecreek subdivision, subject to the conditions noted in the attached draft resolution



6932 S. Tumblecreek Dr.
TKN: 739 0037 000 & 739 0120 000



Planning Department
(414) 425-4024

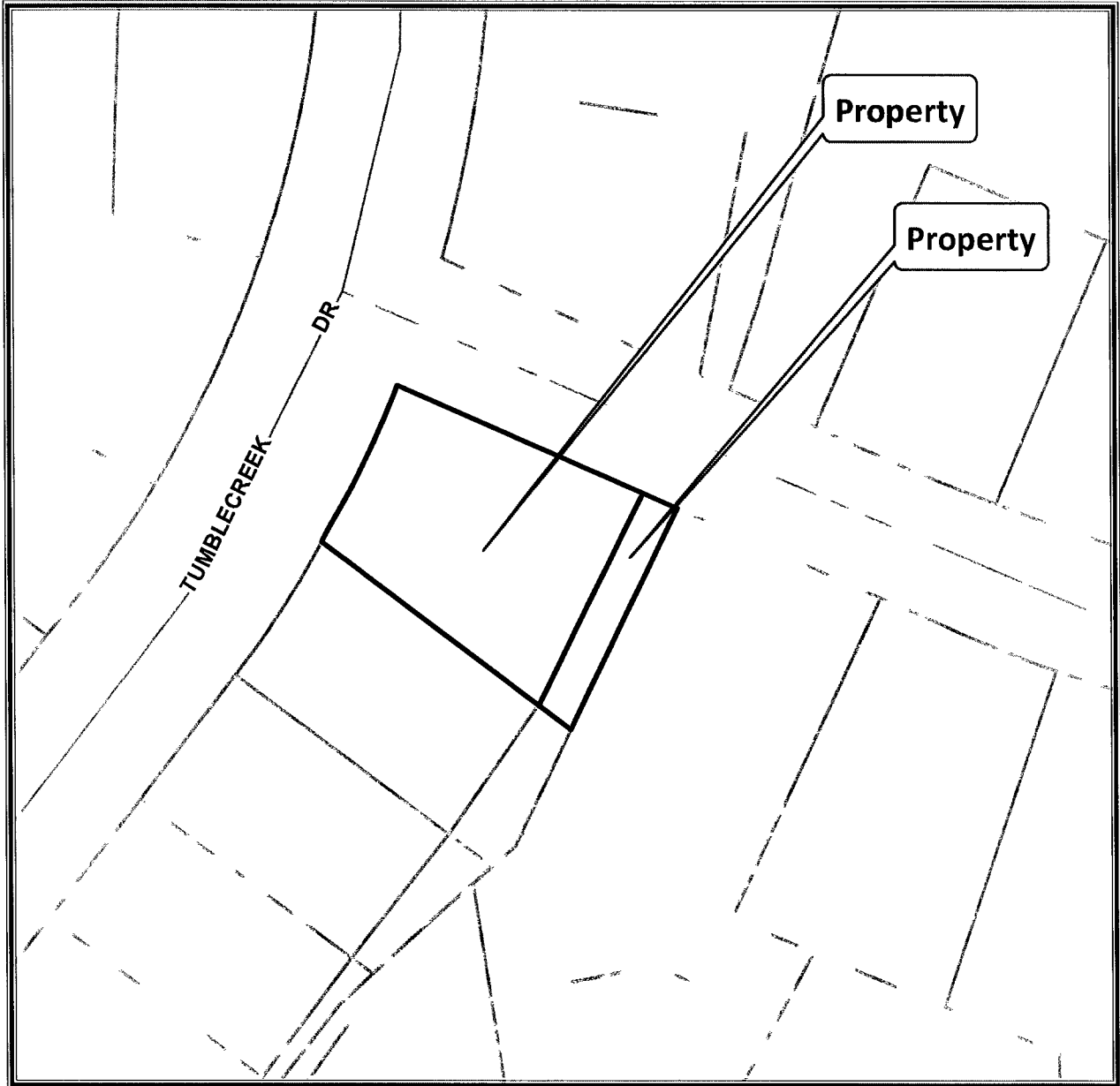


2017 Aerial Photo

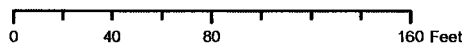
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



6932 S. Tumblecreek Dr.
TKN: 739 0037 000 & 739 0120 000



Planning Department
(414) 425-4024



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



2017 Aerial Photo

25-00

PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK

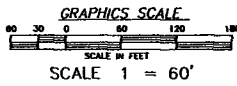
BEING A SUBDIVISION OF PART OF THE SW 1/4 OF THE SW 1/4 OF SEC 1 T 5 N R. 21 E
IN THE CITY OF FRANKLIN MILWAUKEE COUNTY WISCONSIN



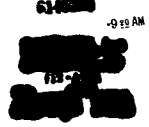
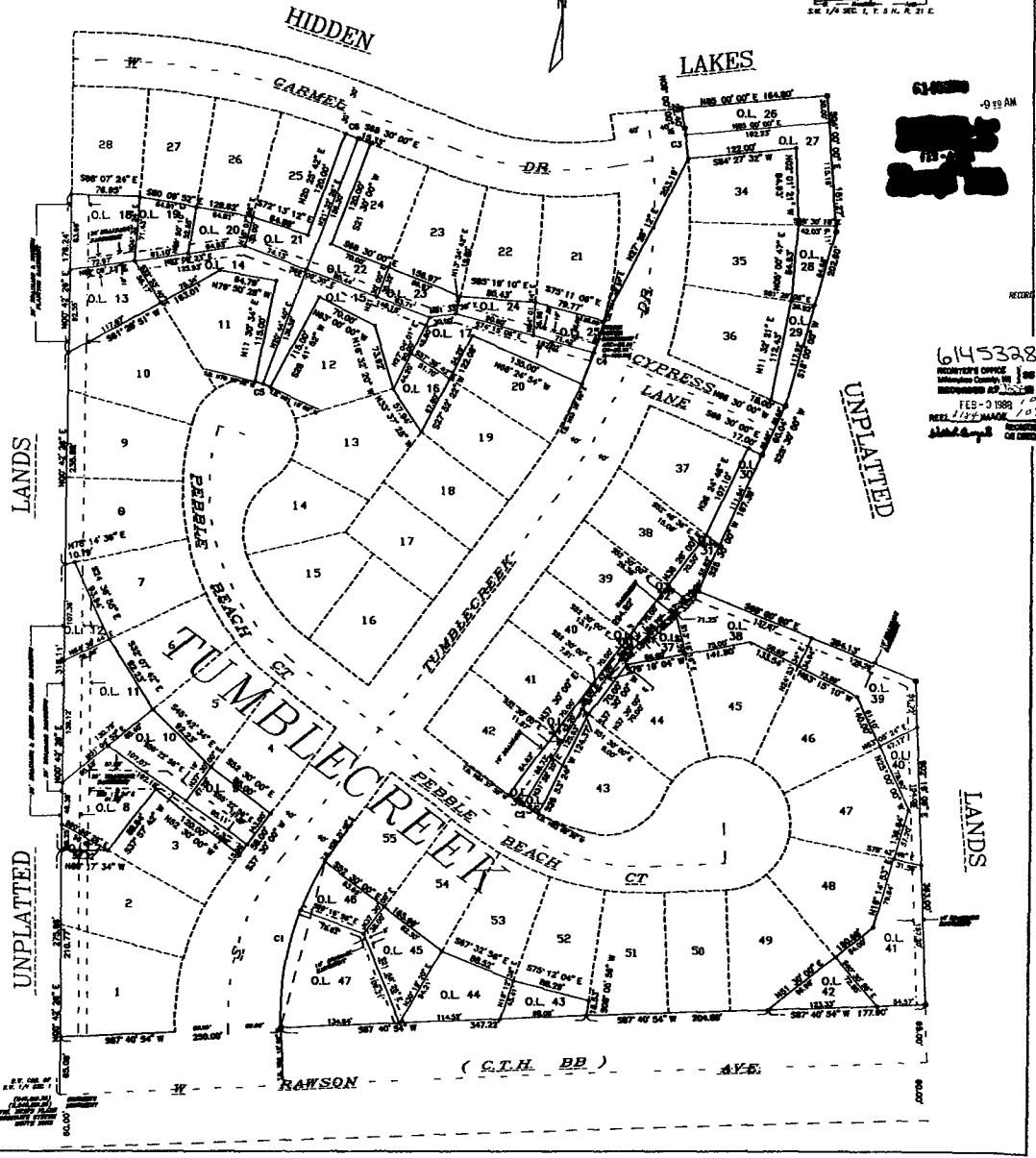
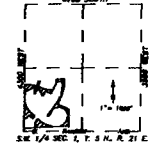
DECEMBER 20, 1987
REVISED TO REFLECT 02 FEBRUARY 1988

LEGEND

- 1) DESIGNATED 2" IRON PIPE, W.C. 2.50 LBS. PER LINEAL FT., 30" LENGTH
- 2) ALL OTHER OUTLOT CORNERS HAVE 1" IRON PIPE, INDICATES CORNER
- 3) 1" IRON PIPE MONUMENTS, W.C. 1.15 LBS. PER LINEAL FT., 24" LENGTH
- 4) ALL DIMENSIONS MEASURED AND SHOWN TO NEAREST HUNDRETH OF A FT.
- 5) ALL BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, ZONE 16N
- 6) OUTLOTS 41, 42, 43, 44, AND 47 RESTRICTED TO NO DIRECT VEHICULAR ACCESS TO W. RAWSON AVE. (C.T.H. 88)
- 7) OUTLOT 45 RESTRICTED FOR FUTURE USE ADDRESS-ADJESSED TO FUTURE RESEARCH AREA
- 8) OUTLOT 47 RESTRICTED FOR SPECIAL USE
- 9) D.L. INDICATES OUTLOT
- 10) T.B. INDICATES TANGENT BEARING
- 11) SEE SHEET 2 FOR CURVE AND AREA DATA



LOCATION SKETCH



645328
 RECORDING OFFICE
 MILWAUKEE COUNTY, WI
 FEB-3 1988
 REEL 1127 PAGE 109

500

PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK

BEING A SUBDIVISION OF PART OF THE SW 1/4 OF THE SW 1/4 OF SEC. 1, T 5 N. R. 21 E.,
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY WISCONSIN



REVISED THIS 3RD DAY OF FEBRUARY, 1988

SURVEYOR'S CERTIFICATE

I, KENNETH E. BERGE, REGISTERED LAND SURVEYOR, DO HEREBY DEPOSE AND SAY THAT I HAVE SURVEYED, DIVIDED AND MAPPED OUTLOTS 1 THRU 5 OF TUMBLECREEK BEING A SUBDIVISION OF A PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 1, T. 5 N. R. 21 E. IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN WHICH IS DESCRIBED AS FOLLOWS: OUTLOT 1, OUTLOT 2, OUTLOT 3, OUTLOT 4, AND OUTLOT 5 OF SAID TUMBLECREEK.

THAT I HAVE MADE SUCH A SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF RAVSON VENTURE, A JOINT VENTURE.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 806 OF THE WISCONSIN STATUTES AND CHAPTER 21 OF THE CITY OF FRANKLIN MUNICIPAL CODE IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS 20TH DAY OF DEC., 1987. *Kenneth E. Berge* (SEAL)
KENNETH E. BERGE, REGISTERED LAND SURVEYOR S107

CERTIFICATE OF CITY TREASURER

I, WILLARD L. CRAIG, BEING THE DULY APPOINTED, QUALIFIED AND ACTING CITY TREASURER OF THE CITY OF FRANKLIN, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF FEB. 1, 1988 ON ANY OF THE LANDS INCLUDED IN THE PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK.

FEB. 8, 1988 *Willard L. Craig* (SEAL)
WILLARD L. CRAIG, CITY TREASURER

CERTIFICATE OF COUNTY TREASURER

I, PAUL J. MC CORMACK, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF MILWAUKEE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF FEB. 8, 1988 AFFECTING THE LANDS INCLUDED IN THE PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK.

FEB. 8, 1988 *Paul J. McCormack* (SEAL)
PAUL J. MC CORMACK, COUNTY TREASURER

OWNER'S CERTIFICATE

AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED IN THE FOREGOING AFFIDAVIT OF KENNETH E. BERGE, REGISTERED LAND SURVEYOR, TO BE SURVEYED, DIVIDED, MAPPED AND DESIGNATED, AS REPRESENTED ON THIS PLAT.

WE ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY SECTION 806.10 OR 806.12 OF THE WISCONSIN STATUTES.

(1) DEPARTMENT OF DEVELOPMENT
(2) MILWAUKEE COUNTY
(3) CITY OF FRANKLIN

WITNESS THE HANDS AND SEALS OF SAID OWNERS THIS 25TH DAY OF DECEMBER, 1987.

CERTIFICATE OF CITY CLERK

I, JAMES C. PAYNE, BEING THE DULY APPOINTED, QUALIFIED AND ACTING CLERK OF THE CITY OF FRANKLIN, DO HEREBY CERTIFY THAT COPIES OF THIS PLAT WERE FORWARDED AS REQUIRED BY S. 206.12 (2) ON THE 6TH DAY OF JANUARY, 1988, AND THAT WITHIN THE TWENTY (20) DAY LIMIT, S. 206.12 (2) NO OBJECTIONS TO THE PLAT HAVE BEEN FILED, OR ALL OBJECTIONS TO THE PLAT HAVE BEEN MET.

2-5-88 *James C. Payne* (SEAL)
JAMES C. PAYNE, CITY CLERK

COMMON COUNCIL RESOLUTION NO. 88-300

RESOLVED, THAT THE PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK, IN THE CITY OF FRANKLIN, WISCONSIN, RAVSON VENTURE, A JOINT VENTURE, OWNER IS HEREBY APPROVED CONDITIONALLY BY COMMON COUNCIL.

2-5-88 *Mark Hager* (SEAL)
MARK HAGER, MAYOR

IN THE PRESENCE OF *Mason Stenberg* RAVSON VENTURE, A JOINT VENTURE
Dawn Wilson *Neil Stedman*
WITNESSES *Gerald Levy*
GERALD LEVY

STATE OF WISCONSIN
MILWAUKEE COUNTY

PERSONALLY CAME BEFORE ME THIS 25TH DAY OF DECEMBER, 1987, THE ABOVE NAMED *Mason Stenberg* AND *Dawn Wilson* AND TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Bernadine Johnson
NOTARY PUBLIC STATE OF WISCONSIN
MY COMMISSION EXPIRES *Jan 1, 1991*
MY COMMISSION IS PERMANENT.

CONSENT OF MORTGAGEE

GUARANTY SAVINGS & LOAN ASSOCIATION, A MUTUAL SAVINGS AND LOAN ASSOCIATION, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LANDS, CONSENTS TO THE SURVEYING, DIVIDING AND MAPPING OF THE LAND DESCRIBED IN THE FOREGOING AFFIDAVIT OF KENNETH E. BERGE, REGISTERED LAND SURVEYOR, AND CONSENTS TO THE ABOVE CERTIFICATE OF RAVSON VENTURE, A JOINT VENTURE.

IN WITNESS WHEREOF, GUARANTY SAVINGS & LOAN ASSOCIATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY *William S. Laska*, ITS *William S. Laska* PRESIDENT AND COUNTERSIGNED BY *Barbara S. Laska*, ITS *Barbara S. Laska* VICE PRESIDENT AT MILWAUKEE, WISCONSIN THIS 22ND DAY OF DECEMBER, 1987.

IN THE PRESENCE OF *Mason Stenberg* *Dawn Wilson* (SEAL)
WITNESSES *Dawn Wilson* *Dawn Wilson* (SEAL)
WITNESS

STATE OF WISCONSIN
MILWAUKEE COUNTY

PERSONALLY CAME BEFORE ME THIS 22ND DAY OF DECEMBER, 1987, *William S. Laska* AND *Barbara S. Laska* OF THE ABOVE NAMED MUTUAL SAVINGS AND LOAN ASSOCIATION TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE SAID PRESIDENT AND VICE PRESIDENT OF THE ASSOCIATION AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS BEHALF OF THE ASSOCIATION.

Bernadine Johnson
NOTARY PUBLIC STATE OF WISCONSIN
MY COMMISSION EXPIRES *Jan 1, 1991*
MY COMMISSION IS PERMANENT.

GENERAL CURVE DATA						
NO.	RADIUS	ARC	CHORD	BETA	BETA/2	CHORD BEARING
C1	326.24	197.46	194.46	34-40-46	17-20-23	N 15-01-17 E
C2	270.00	40.00	39.36	08-29-16	04-14-38	N 59-51-30 W
C3	570.00	34.41	34.40	03-27-30	01-43-45	N 07-16-14 W
C4	430.00	75.00	74.93	08-46-12	04-23-06	N 15-12-00 E
C5	60.00	18.00	17.93	17-11-18	08-35-39	N 69-53-47 W
C6	82.21	13.38	13.38	01-04-18	00-32-09	N 69-02-09 W

OUTLOT CURVE DATA						
NO.	RADIUS	ARC	CHORD	Δ	Δ/2	CHORD BEARING
14	60.00	9.00	8.99	08-35-38	04-17-49	N 74-11-37 W
15	60.00	9.00	8.99	08-35-40	04-17-50	N 65-25-58 W
17	490.00	37.50	37.49	04-23-06	02-11-33	S 21-23-33 W
21	82.21	13.38	13.38	01-04-18	00-32-09	N 69-02-09 W
25	490.00	37.50	37.49	04-23-06	02-11-33	S 17-00-27 W
26	570.00	7.67	7.67	00-46-14	00-23-07	S 08-36-59 E
27	570.00	26.76	26.74	02-41-18	01-30-39	S 04-58-07 E
35	270.00	20.00	19.99	04-14-38	02-07-19	S 56-44-39 E
46	326.24	61.00	60.91	18-42-30	09-21-25	N 27-00-15 E
47	326.24	136.46	133.47	29-57-36	14-58-38	N 09-39-52 E

OUTLOT NO.	AREA (SQ. FT.)	LOT IN TUMBLECREEK TO BE CONVEYED TO	OUTLOT NO.	AREA (SQ. FT.)	LOT IN TUMBLECREEK TO BE CONVEYED TO
1	770	8	27	770	34
2	770	9	28	770	35
3	770	10	29	770	36
4	770	11	30	770	37
5	770	12	31	770	38
6	770	13	32	770	39
7	770	14	33	770	40
8	770	15	34	770	41
9	770	16	35	770	42
10	770	17	36	770	43
11	770	18	37	770	44
12	770	19	38	770	45
13	770	20	39	770	46
14	770	21	40	770	47
15	770	22	41	770	48
16	770	23	42	770	49
17	770	24	43	770	50
18	770	25	44	770	51
19	770	26	45	770	52
20	770	27	46	770	53
21	770	28	47	770	54
22	770	29	48	770	55
23	770	30	49	770	56
24	770	31	50	770	57
25	770	32	51	770	58
26	770	33	52	770	59

1 25184-100

6935 S. Tumblecreek Dr Scanned

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 88-3095

A RESOLUTION APPROVING A COMBINATION OF LAND OF A PART OF THE SOUTHWEST ¼ OF SECTION 1, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

BE IT RESOLVED, that the combination of land being a part of the Southwest 1/4 of Section 1, Town 5 North, Range 21 East and described as Lot 20, Tumble Creek and Outlot 17, Tumble Creek (Plat of Outlots 1-5) in the City of Franklin, Milwaukee County, Wisconsin, Rick L. and Gail A. Johnson, owner(s), or successor or assigns, having been approved by the City Plan Commission of the City of Franklin, be and the same is hereby approved.

Introduced this 1st day of March, 1988, by Alderman Franken as recommended by the City Plan Commission.

Passed and approved at a regular meeting of the Common Council of the City of Franklin held this 1st day of March, 1988.

APPROVED:


Mark E. Miazga, Mayor

ATTEST:


James C. Payne
City Business Administrator/Clerk

AYES 6
NOES 0
ABSENT 0

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 94- 4167

A RESOLUTION APPROVING A COMBINATION OF LAND OF A PART OF
THE SOUTHWEST 1/4 OF SECTION 1
BRIAN & LINDA LECUS

BE IT RESOLVED, that the combination of land being a part of the Southwest 1/4 of Section 1, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin and described as follows:

Parcel No. 1 - Tax Key No. 739-0035, Tumblecreek, SW 1 5 21, Lot 35.

Parcel No. 2 - Tax Key No. 739-0118, Plat of Outlots 1 thru 5 of Tumblecreek Outlot 28.

for Brian & Linda Lecus owner(s) or successor or assigns, having been approved by the City Plan Commission of the City of Franklin, be and the same is hereby approved subject to the following conditions:

None

Introduced this 12th day of September, 1994 by Alderman Thomas as recommended by the City Plan Commission.

Passed and approved at a regular meeting of the Common Council of the City of Franklin held this 12th day of September, 1994.

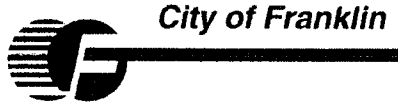
APPROVED:


Frederick F. Klimetz, Mayor

ATTEST:


James C. Payne, Business Administrator

AYES 6 NOES 0 ABSENT 0



Date of Application 4/4/20

LAND COMBINATION APPLICATION

Complete, accurate and specific information must be entered. Please Print.

Property Owner(s) Name(s) <u>Zachary Pawlowski</u> <u>Lauren Pawlowski (Chmelowski)</u> Mailing Address <u>6932 S Tumblecreek Dr</u> City / State <u>Franklin</u> Zip <u>53132</u> Phone <u>815 603 1558</u> Email Address <u>Zachary.pawlowski@gmail.com</u>	(Full Legal Name(s))	Applicant is Represented by (contact person) Name <u>Zachary Pawlowski</u> Company _____ Mailing Address <u>6932 S Tumblecreek Dr</u> City / State <u>Franklin</u> Zip <u>53132</u> Phone <u>815 603 1558</u> Email Address <u>Zachary.pawlowski@gmail.com</u>	(Full Legal Name(s))
Project Property #1 Information Property Address <u>6932 S Tumblecreek Dr</u> Tax Key No <u>739-0037-000</u> Existing Zoning <u>PPD-2 (planned development district)</u> Existing Use <u>Residential</u> Proposed Use <u>Residential</u> Future Land Use Identification <u>Residential</u>	Project Property #2 Information Property Address <u>6932 S Tumblecreek Dr (O/L)</u> Tax Key No <u>739-0120-000</u> Existing Zoning <u>PPD-2 (planned development district)</u> Existing Use <u>Residential</u> Proposed Use <u>Residential</u> Future Land Use Identification <u>Residential</u>		

*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>

Land Combination submittals for review must include and be accompanied by the following:

- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin \$400
- Legal Description for the subject properties (WORD doc or compatible format)
- Seven (7) copies of a boundary survey of the parcels to be combined graphically showing the relationship to street access and to adjoining properties
- Email (or CD ROM) with all plans/submittal materials (where applicable) *Plans must be submitted in both Adobe PDF and AutoCAD compatible format.*

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Review and consideration of Land Combination approvals shall be in accordance with Section 15-9 0312(B) of the Unified Development Ordinance
- Requests require Plan Commission review and Common Council approval
- Final document will be recorded by the City Clerk's Office with Milwaukee County Register of Deeds

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).

Zachary Pawlowski
 Signature Property Owner
 Name & Title (PRINT)
 Date 4/4/20

Zachary Pawlowski
 Signature Applicant
 Name & Title (PRINT)
 Date 4/4/20

Lauren Pawlowski
 Signature Property Owner
 Name & Title (PRINT)
 Date 4/4/20

 Signature Applicant's Representative
 Name & Title (PRINT)
 Date _____

October 21st 2019

PLAT OF SURVEY

Survey No 19-5115

LOCATION

6932 S Tumble Creek Dr Franklin Wisconsin

PREPARED FOR/OWNER

Zachary D & Lauren M Pawlowski

LEGAL DESCRIPTION

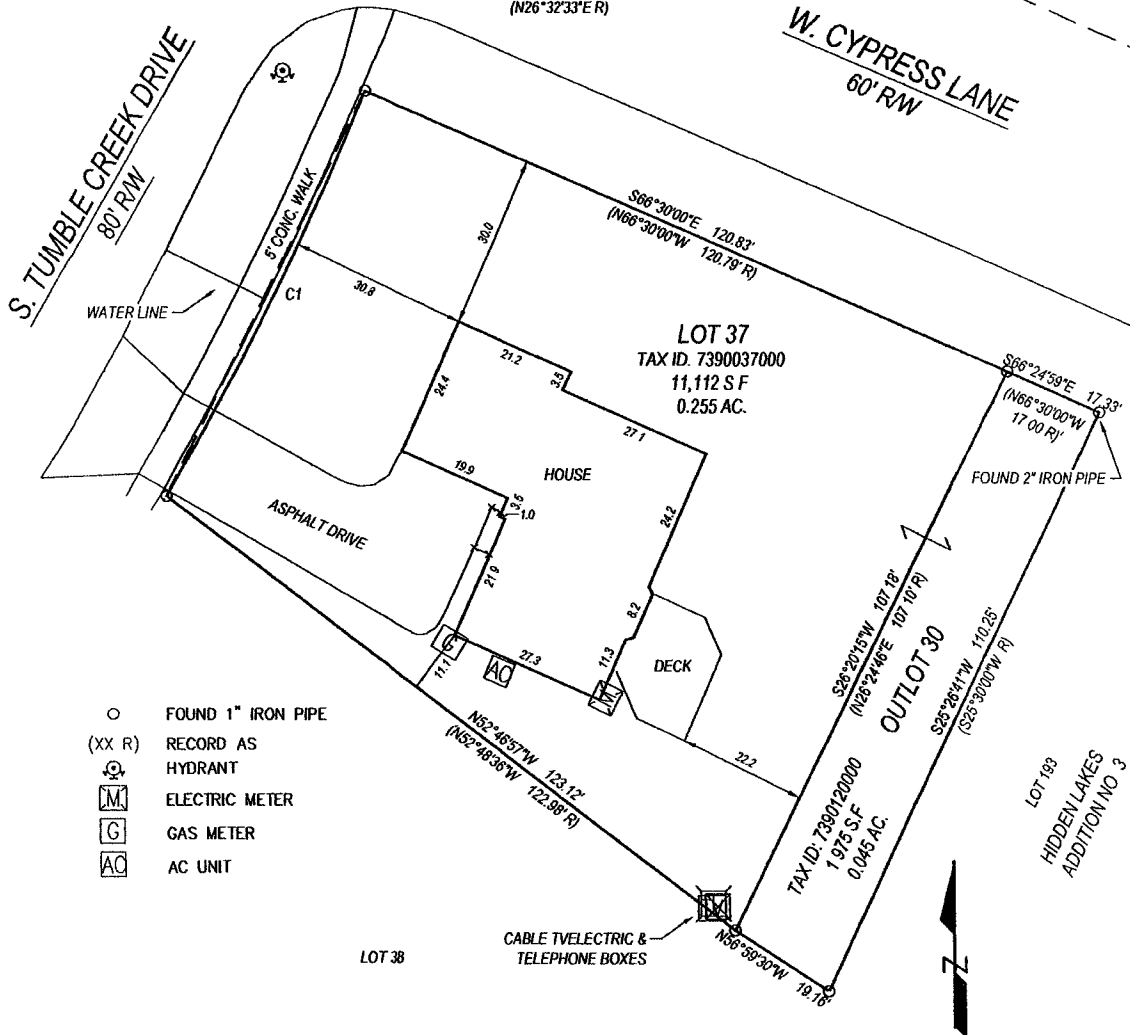
Lot 37 of Tumblecreek, being a Subdivision of a part of the Southwest 1/4 of the Southwest 1/4 of Section 1 Township 5 North Range 21 East in the City of Franklin Milwaukee County Wisconsin

AND

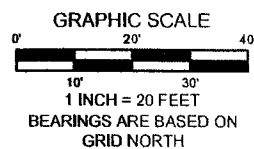
Outlot 30 of Plat of Outlots 1 through 5 of Tumblecreek.

TAX ID 739-0037-000 & 739-0120-000

C1
 L = 78.02'
 R = 570.00'
 $\Delta = 7^{\circ}50'31"$
 C.L. = 77.96'
 L.C.B. = N26°30'17"E
 (N26°32'33"E R)

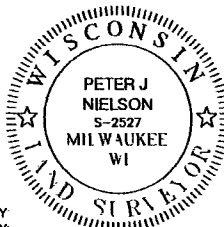


- FOUND 1" IRON PIPE
- (XX R) RECORD AS
- ⊕ HYDRANT
- Ⓜ ELECTRIC METER
- ⓐ GAS METER
- ⓐ AC UNIT



L
 LYNCH & ASSOCIATES
 5482 S WESTRIDGE DRIVE
 NEW BERLIN WI 53151
 (262) 402-5040
 440 MILWAUKEE AVENUE
 BURLINGTON WI 53185
 (262) 248-3697

DRAWING BY
FIELD WORK BY



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 structures thereon, fences, apparent easements and roadways, and visible encroachments if any.

No title commitment or results of a title search were provided to this office pertaining to this survey. This Plat Of Survey may not reflect assessments of record, encumbrances, restrictions, ownership, title evidence, or other facts that a current and accurate title search may disclose.

This survey is made for the exclusive use of the present owners of the property, and also those who purchase, mortgage, or insure the title thereto within one (1) year from date hereof, and as to them I warrant the accuracy of said survey map.

Peter J. Nielson
 PETER J. NIELSON PROFESSIONAL LAND SURVEYOR, S-252

Legal Description: Looking to combine the following.

Lot 37 of Tumblecreek, being a Subdivision of a part of the Southwest 1/4 of the Southwest 1/4 of Section 1, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, WI.

AND

Outlot 30 of Plat of Outlots 1 through 5 of Tumblecreek.

TAX ID. 739-0037-0000 & 739-0120-000

MEMORANDUM

Date: May 5, 2020
To: Zachary and Lauren Pawlowski
From: Department of City Development
RE: Land Combination for 6932 S Tumblecreek Drive.

Please be advised that City Staff have reviewed the above application. Department comments are as follows for the Land Combination application submitted on April 7, 2020.

City Development Department comments

1. The Department of City Development has no issues with this request.

Engineering Department comments

2. This is okay- I don't see any easement. If easement exist in this area they still need to follow the restriction of the easement. Also, the lots that they are combining must be the same owner.

Fire Department Comments

3. The fire department has no comments.

Police Department Comments

4. The Police Department has no objection to this request.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">June 2, 2020</p>
--	--	--

<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.5.</i></p>
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An agreement regarding the above was approved by the Common Council at its meeting on February 17, 2020. Due to the ongoing Corona Virus pandemic, the Convention has currently been rescheduled from July to August. Milwaukee has prepared a redraft of the Agreement previously approved, which provides for such change of date(s) and also that the Federal funding grant conditions be changed, in essence to provide and address that such grant funding has been awarded. A copy of the red-lined redraft and exhibit thereto from the Milwaukee City Attorney's Office is annexed hereto.

COUNCIL ACTION REQUESTED

A motion to approve and authorize the execution of an Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, with the understanding of and conditioned upon the fact that this agreement is in lieu of and/or replaces the agreement for the same subject matter and purpose as previously approved by the Common Council on February 17, 2020.

Intergovernmental Agreement for Law Enforcement Services for the 2020
Democratic National Convention in Milwaukee, Wisconsin

City of Franklin

This Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of February _____, 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the City of Franklin (the “Agency”) for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

1. Definitions.

“Agreement” means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a subrecipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes, but is not limited to, Agency’s LEOs.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MPD.

“City MPD” means the City of Milwaukee Police Department, a department of the City.

“City MPD Commanding Officer” means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

“City MPD Policies” means City MPD’s Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD’s Code of Conduct and standard operating procedures are available online at <https://city.milwaukee.gov/Directory/police/About-MPD/Code-of-Conduct.htm#.XMhwordKiUk>.

“Convention” means the 2020 Democratic National Convention scheduled to take place from ~~August 17 to 20~~ ~~July 13 to 16~~, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s law enforcement services are required to supplement the City’s law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately ~~August 14, 2020 through August 21, 2020~~ ~~July 10, 2020 through July 20, 2020~~.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph.

Text messages, Facebook messages, and similar social media messaging messages are not “In Writing” and should not be used for official purposes.

“LEO” means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. “Metropolitan Area” may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

2. Authority.

2.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. § 175.46.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute,

ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

3. Background.

3.1. The City has been designated as the host city of the Convention by the DNC, to be held ~~August 17 to 20~~ ~~July 13 to 16~~, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to the City of Franklin, Wisconsin under the police powers and law enforcement authority granted under applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

4. Organizational Structure.

4.1. Unified Law Enforcement Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the

specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the relevant City MPD Policies within the training materials City MPD will provide to Agency on or before ~~April~~ June 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel. ~~City MFD,~~ and shall train Agency Personnel on those City MPD Policies ~~before at the start of the Convention Security Period~~. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

5. Agency Responsibilities.

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies. At this time, it is anticipated that all training will occur during the Convention Security Period when Agency Personnel are in Milwaukee. Any training that occurs prior to the Convention Security Period shall be at Agency's cost unless specifically identified as required training by City MPD In Writing.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7. of this Agreement.

5.4. Agency Personnel “On Duty.” If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an “on duty” status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a tactical operating and briefing manual to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MPD, the City Comptroller, and the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency’s performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement within 10 days of signing this Agreement or by June 1, 2020, whichever occurs later~~by March 1, 2020~~. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. LEO Criteria. Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention’s size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will complete other training as required by City MPD or USSS based upon the LEO's Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.

5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, a device that contains oleoresin of capsicum, an electronic control device, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than ~~April~~ June 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than ~~June~~ July 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City

MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7. of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in Section 14. of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

6. City Responsibilities. In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide services for the Convention. The commute will be to a location designated by the City MPD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MPD will provide food location assignments to Agency prior to the Convention Security Period. City will not provide lodging to Agency Personnel due to Agency's proximity to the Metropolitan Area.

6.3. Procuring Insurance. City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency's obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

7. Payment Terms.

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. ~~Upon the City receiving the federal grant described in Section 7.4., below, Exhibit B may be updated to match the then current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020.~~ Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection 7.1.1. of this Section 7.1, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including "on duty status" set forth in Section 5.4., or an auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by the City MPD. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the meeting place for City MPD transportation of Agency Personnel to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention

Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold a reasonable amount of any due payment until corrective action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3. of this Agreement. This right is in addition to and not in lieu of the City's right of termination.

7.3. ~~[Intentionally Omitted] Failure of City to Obtain Security Grant.~~ Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a subrecipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be made available provided to Agency by June 1, 2020, and is incorporated into this Agreement by reference upon request after the grant is actually awarded. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

8. Law Enforcement Procedures.

8.1. No Police Authority. Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. § 175.46. Except as provided in this Section 8.1., the services to be provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

9. **Term.** The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

10. **Consideration.** Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

11. Independent Contractor.

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3. of this Agreement.

11.2. Agency Personnel Remain Employees of Agency. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime

earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City shall reimburse Agency for those expenses to the extent required by state law.

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

12. Liability.

12.1 Indemnification. The City shall indemnify Agency Personnel for liability to third parties incurred while Agency Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Sec. 66.0313, Wis. Stats.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

13. Records.

13.1. Agency to Comply. Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5., below, prior to disclosure. For purposes of this Paragraph, the term "record" shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective

of the form of that record or data, *i e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4. of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4. should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13., and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4., above.

14. Early Termination.

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of costs for any particular Agency Personnel if that Agency Personnel receives training from City MPD and fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency or Agency Personnel fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to ~~March~~ May 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement on or after ~~May~~ March 1, 2020, only upon the occurrence of an Agency Emergency Event, including continuation of emergency orders in Agency's jurisdiction related to the COVID-19, or coronavirus, pandemic. If Agency terminates prior to the Convention Security Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2. if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.

14.2.4. Despite the language in this section about refunding of costs, funds or other payments made by City to Agency, it is not expected that there will be any costs, funds or other payments made to Agency prior to the Convention Security Period.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

15. Governing Law. This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

16. Notices. All notices required under this Agreement shall be provided to:

To the City: Alfonso Morales
Chief of Police
749 West State Street
Milwaukee, WI 53233
MPDChief@milwaukee.gov
Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

Deputy City Attorney Mary Schanning
City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202
mschan@milwaukee.gov

and

Nicholas DeSiato
Chief of Staff
Milwaukee Police Department
749 West State Street
Milwaukee, WI 53233
nidesi@milwaukee.gov

To Agency: Chief Richard Oliva
City of Franklin Police Department
9455 West Loomis Road
Franklin, Wisconsin 53132
ROliva@franklinwi.gov

17. Additional Provisions.

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

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

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

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

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee

Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

CITY OF MILWAUKEE

Alfonso Morales, Chief of Police

Dated this _____ day of _____, 2020.

~~Martin Matson~~ Aycha Sawa, City Comptroller

Dated this _____ day of _____, 2020.

Authorizing Resolution: 1911932 & 191826

Approved as to Form and Execution:

Office of the City Attorney

Dated this _____ day of _____, 2020.

CITY OF FRANKLIN

By: _____
Stephen R. Olson

Its: Mayor

By: _____
Sandra L. Wesolowski

Its: City Clerk

Dated this _____ day of February, 2020.

1077-2018-1850:265094

Exhibit B

(Electronic version available from Captain Derrick Harris, dharris@milwaukee.gov)

Exhibit C

(Electronic version available from Captain Derrick Harris, dharris@milwaukee.gov)

Exhibit D

Additional Expenditure Authorization Form - "In Writing"

Directions for Use of This Form: Use this form to obtain approval for additional expenditures "In Writing," pursuant to your Agency's Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin "Agreement." Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2. of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City with the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

Agency Information	
Agency:	
Agency Personnel Completing Form:	
Date:	
Additional Expenditure Information	
Expenditure Requested:	
Reimbursable Cost:	
Vendor:	
Description/Purpose:	
Additional Memo (optional)	
City of Milwaukee Commanding Officer Approval Information	
Name:	
Rank:	
Date:	
Signature:	
Memo (optional):	



EXHIBIT C

**2020 Democratic National Convention
DNC Reimbursement Request Form**



Assisting Agency		
Prepared By:	Contact Phone's #	Signature
Approved By:	Contact Phone's #	Signature

Personnel Costs																		
	Number of Personnel	Total Regular Hours	Total Overtime Hours	Total Regular Cost	Total Overtime Cost	Total Regular and Overtime Cost												
				\$ -	\$ -	\$ -												
<p style="text-align: center;">Three sets of documentation are required.</p> <p>a. Outside Agency Tracking Form. These forms were signed off on by the personnel during the event and in the possession of the City of Milwaukee (City). If you are in possession of any of these timesheets, please provide them to the City as soon as possible.</p> <p>b. Daily work records/work logs, time and attendance records, payroll registers. This includes whatever your typical system is to track payroll. This will be submitted as part of the reimbursement package. These records will be reconciled against the timesheets in order to approve final reimbursement. For this reason, these records should show information such as hourly rates, number of hours worked, total amount of personnel expense, etc.</p> <p>c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form)</p>						<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Pension Rate</td><td style="text-align: right;">0 00%</td></tr> <tr><td>FICA Rate</td><td style="text-align: right;">0 00%</td></tr> <tr><td>Medicare Rate</td><td style="text-align: right;">0 00%</td></tr> <tr><td>Other Benefits Rate</td><td style="text-align: right;">0 00%</td></tr> <tr><td>Total Fringe</td><td style="text-align: right;">\$</td></tr> <tr><td>Total Wages</td><td style="text-align: right;">\$ -</td></tr> </table>	Pension Rate	0 00%	FICA Rate	0 00%	Medicare Rate	0 00%	Other Benefits Rate	0 00%	Total Fringe	\$	Total Wages	\$ -
Pension Rate	0 00%																	
FICA Rate	0 00%																	
Medicare Rate	0 00%																	
Other Benefits Rate	0 00%																	
Total Fringe	\$																	
Total Wages	\$ -																	

Food/Per Diem Costs (Travel Days only)				
Meals. Travel days will be paid at 75% as stipulated by federal regulations. https://www.gsa.gov/travel/plan-book/per-diem-rates	Number of Officers	Number of Days (Combine To and From Prorated)	Federal Per Diem Food Rate (Travel Days)	Total Cost
Note: Travel day meal per diems will not be reimbursed for outside agencies that are within 100 miles of Milwaukee			\$ 49 50	\$ -

Transportation Costs (Travel Days only)				
Airfare: Receipt from airline or travel agent indicating name of traveler, dates of travel and total cost of ticket, receipt from airline indicating name of traveler, dates and cost of any baggage fees assessed, and boarding passes	Number of Officers	Number of Tickets	Average Airfare Price (Per Round Trip)	Total Cost
			\$ -	\$ -
Auto reimbursement. Google map showing vehicle route to and from Milwaukee. Mileage reimbursed at federally approved rates https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/private-vehicle-pov-mileage-reimbursement-rates	Number of Vehicles	Total Miles (Combine to and From)	Mileage Rate	Total Cost
<p>a. Motorcycles – \$0.545/mile – This includes fuel</p> <p>b. Private Vehicles – \$0.575/mile – This includes fuel</p> <p>c. Gov't Owned Vehicles – \$0.17/mile – This includes fuel</p>			\$	\$ -
Bus/Vehicle Rentals. Contract cost of rental vehicles or buses, highway and bridge toll fees	Number of Buses/Rented Vehicles	Cost Per Bus/Rented Vehicle	Total Cost	
		\$	\$	\$ -

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

Total Request for Reimbursement		
<p>All expenses incurred as described in the Intergovernmental Agreement and Estimate Cost Forms (ECF) are eligible for reimbursement. The costs initially provided were estimates and require documentation for final approval and reimbursement.</p> <p>Note: Credit card statements are not considered a valid document for the purposes of reimbursement.</p>	Salary	\$ -
	Per Diem	-
	Transportation	-
	Total Cost	\$ -

Please feel free to contact the following City of Milwaukee Personnel with any questions you may have

Bryan Rynders 414-286-8524	Rhonda Kelsey 414-286-3639
Aaron Robinette 414-286-2340	Andrea Fowler 414-286-5563

<p>APPROVAL</p> <p><i>slu</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>June 2, 2020</p>
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<p>REPORTS AND RECOMMENDATIONS</p>	<p>Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin</p>	<p>ITEM NUMBER</p> <p>3.0.</p>
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An agreement regarding the above was approved by the Common Council at its meeting on February 17, 2020. Due to the ongoing Corona Virus pandemic, the Convention has currently been rescheduled from July to August. Milwaukee has prepared a redraft of the Agreement previously approved, which provides for such change of date(s) and also that the Federal funding grant conditions be changed, in essence to provide and address that such grant funding has been awarded. A copy of the red-lined redraft and exhibit thereto from the Milwaukee City Attorney's Office is annexed hereto.

COUNCIL ACTION REQUESTED

A motion to approve and authorize the execution of an Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, with the understanding of and conditioned upon the fact that this agreement is in lieu of and/or replaces the agreement for the same subject matter and purpose as previously approved by the Common Council on February 17, 2020.

Intergovernmental Agreement for Fire & Other Protection Services
for the 2020 Democratic National Convention in Milwaukee, Wisconsin

City of Franklin

This Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of February ___, 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the City of Franklin, Wisconsin (the “Agency”) for the provision of Fire & Other Protection Services, as defined below, to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention dignitaries.

1. Definitions.

“Agreement” means this Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MFD Commanding Officer and to coordinate Agency Personnel in such a manner as to carry out those assignments. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means any and all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes firefighters, EMTs, paramedics, HazMat team members and other fire and rescue personnel employed by the Agency that are licensed or certified to perform such work according to Wisconsin state law and the local laws of the Agency.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MFD.

“City MFD” means the City of Milwaukee Fire Department, a department of the City.

“City MFD Commanding Officer” means any City MFD staff holding any of the following positions: Incident Commander, Branch Director or Division Supervisor, as identified to Agency Personnel upon receiving their Convention assignment from the City MFD.

“City MFD Policies” means City MFD’s standard operating procedures, along with those state and local laws regulating Fire & Other Protection Services in the State of Wisconsin and the City of Milwaukee. City MFD Policies are available to Agency upon request.

“Convention” means the 2020 Democratic National Convention scheduled to take place August 17 to 20~~July 13 to 16~~, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s Fire & Other Protection Services are required to supplement the City’s Fire & Other Protection Services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately August 14, 2020 through August 21, 2020~~July 10, 2020 through July 20, 2020~~.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Fire & Other Protection Services” means fire, emergency medical services (EMS), HazMat, technical rescue and any other services typically provided by a fire department. Fire & Other Protection Services includes the services of personnel but not the provision or usage of equipment owned by Agency other than personal equipment described in Section 5.9., below.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by a City MFD Commanding Officer utilizing forms created by City MFD. PDF signatures are acceptable. E-mail

authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not In Writing and should not be used for official purposes.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police and Fire & Other Protection Services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

2. Authority.

2.1. Statutory Authority. Wisconsin Statutes § 66.0301 allows a Wisconsin municipality to contract with other municipalities and with federally recognized Indian tribes and bands in Wisconsin for the receipt or furnishing of services, including Fire & Other Protection Services, or the joint exercise of any power or duty required or authorized by law.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party’s governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

3. Background.

3.1. The City has been designated as the host city of the Convention by the DNC, to be held August 17 to 20~~July 13 to 16~~, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been or is expected to be classified by the USDHS as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MFD is responsible for coordinating Fire & Other Protection Services in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional fire department personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency's fire department provides Fire & Other Protection Services to the City of Franklin, Wisconsin, under the authority granted by applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period or during such other period of time upon mutual written consent of the Agency Commanding Officer and City MFD Commanding Officer. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MFD Commanding Officer.

4. Organizational Structure.

4.1. Unified Incident Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City through a unified incident command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MFD is the Lead Local Fire Department. City MFD is the lead local fire department for purposes of Convention Security Plan. City MFD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MFD as necessary, or upon request of Agency.

4.3. City MFD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MFD Policies. Agency acknowledges its possession of and familiarity with the City MFD Policies due to prior interactions between City MFD and Agency under existing mutual aid and other shared services agreements. Agency shall disseminate City MFD Policies to Agency Personnel and shall

ensure that Agency Personnel have been trained on those City MFD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MFD Policies, Agency will instruct its Agency Personnel to follow City MFD Policies with respect to the services provided by Agency hereunder.

5. Agency Responsibilities.

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MFD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MFD, and in conformance with the deadlines specified by City MFD. City MFD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MFD will need to accommodate the schedules of many different agencies.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to Fire & Other Protection Services in which Agency Personnel are already experienced, and are also licensed or certified to participate in under Wisconsin law.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by the City MFD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MFD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of the City MFD Commanding Officer and the requirements of the Security Plan shall control.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MFD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MFD presently expects to provide a Field Operations Guide to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MFD, the Milwaukee Police Department, the City Comptroller or the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by the Milwaukee Police

Department or Milwaukee City Attorney's Office as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in administrative, criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank]

5.7. Agency Personnel Names to be Sent to City MFD. Agency will provide to City MFD a list of all Agency Personnel that Agency intends to provide under this Agreement at least 4 months before the Convention Security Period. The list shall be provided in the format provided in Exhibit A and shall specify both the regular hourly wage rates and hourly overtime rates of each Agency Personnel with a description attached to Exhibit A that defines the criteria that would trigger the overtime rate to be charged during the Convention Security Period.

5.8. Agency Personnel Criteria. Each Agency Personnel provided by Agency shall meet the following criteria:

5.8.1. Each Agency Personnel must, at a minimum, be duly licensed or certified as a full-time professional firefighter qualified as a Firefighter Level II with EMT-Basic in the State of Wisconsin. Some Agency Personnel, as determined by City MFD, will be required to hold HazMat or technical rescue certifications or paramedic licenses. Statutory certification and licensing requirements for each Agency Personnel shall be forwarded to the City MFD with the list of all Agency Personnel required by section 5.7. Agency shall provide no Agency Personnel that does not meet these minimum requirements unless agreed to in writing in advance by City MFD.

5.8.2. Each Agency Personnel, by reason of experience, training and physical fitness, must be qualified and capable of performing the duties required of an active duty firefighter, HazMat personnel, EMT or paramedic assigned to an event of the Convention's size and scope and as relevant to that person's individual assignment.

5.8.3. Each Agency Personnel is required to complete training required by the Agency Personnel's Convention assignment as determined by City MFD or USSS.

5.8.4. [Intentionally left blank]

5.8.5. Each Agency Personnel must be an employee in good standing with the Agency. The Agency shall promptly notify City MFD in the event that any Agency Personnel is no longer in good standing with the Agency and the

Agency shall remove that person from the list of Agency Personnel providing services under this Agreement.

5.8.6. No Agency Personnel may have (i) been sued in an individual capacity in the last three years and adjudicated as negligent in providing Fire & Other Protection Services or liable for any civil rights violation, or (ii) had any sustained complaints for failing to comply with an employer's standard operating policies, procedures or guidelines that resulted in an injury to a person or property within the last five years.

5.9. Agency Personnel Equipment.

5.9.1 Each Agency Personnel shall be equipped by Agency at Agency's own expense, with an appropriate uniform and equipment customarily assigned to personnel filling the functions of the Agency Personnel's expected assigned Convention-related duties, including but not limited to: radio, Agency identification and personal protective equipment, or PPE (for firefighters this shall include NFPA-compliant structural firefighting ensemble and self-contained breathing apparatus with face piece).

5.9.2. Any equipment or gear that are not customarily assigned to Agency Personnel by Agency as described in subsection 5.9.1., above, may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MFD in writing no later than ~~April~~ May 1, 2020, and City MFD consents In Writing to the use of the requested additional equipment, or (b) such equipment is provided by Agency pursuant to MABAS, as described in subsection 5.9.4.

5.9.3. Equipment sent with Agency Personnel shall be limited to equipment issued by Agency for its employees in the normal course. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.9.4. All equipment other than personal equipment described in subsection 5.9.1., above, provided by Agency for the Convention shall be provided pursuant the Mutual Aid Box Alarm System ("MABAS") and all terms of existing MABAS agreements shall control with regard to all Agency-owned equipment borrowed by City from Agency for the Convention.

5.10. City MFD Can Decline Agency Personnel. At any time during the term of this Agreement, City MFD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MFD declines assignment or deployment of Agency Personnel due to no fault of Agency

or Agency Personnel, City MFD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7. of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in subsec. 14.2. of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MFD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

6. City Responsibilities. In addition to its lead local fire department responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel, as determined necessary by City MFD or USSS.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide Fire & Other Protection Services for the Convention. The commute will be to a location designated by the MFD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MFD will provide food location assignments to Agency prior to the Convention Security Period. City will not provide lodging to Agency Personnel due to Agency's proximity to the Metropolitan Area.

7. Payment Terms.

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. ~~Upon the City receiving the federal grant described in Section 7.4, below, Exhibit B may be updated to match the then-current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs~~

incurred by Agency prior to receiving pre-approval pursuant to subsection (1), above, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training, for each Agency Personnel whose services are actually utilized by the City MFD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel is considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MFD Commanding Officer or designee and the time that they check out with a City MFD Commanding Officer or designee at the end of their shift. Agency Personnel are also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by the City MFD. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the meeting place for City MFD transportation of Agency Personnel to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits and the hours worked shall not exceed the hours established for the Agency Personnel by the City MFD Commanding Officer unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least six months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the then-current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MFD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City, etc.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold a reasonable amount of any due payment until corrective action has been taken or completed. This right is in addition to and not in lieu of the City's right of termination.

7.3. ~~Failure of City to Obtain Security Grant. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity. [Intentionally Omitted]~~

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a sub-recipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be made available provided to Agency by June 1, 2020, and is incorporated into this Agreement by reference upon request after the grant is actually awarded. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

8. **Services and Procedures.**

8.1. Limitations of Authority. The services to be provided shall be determined by City MFD and are limited in accordance with the procedures and assignments that shall be provided by City MFD.

8.2. Activities. Methods employed by the Agency Personnel shall conform to the lawful commands of the City MFD Commanding Officer or his/her designee, City MFD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

9. Term. The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in administrative proceedings and/or criminal and/or civil trials.

10. Consideration. Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MFD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

11. Independent Contractor.

11.1. No Business Association. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

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

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

12. Liability.

12.1. Each Party Responsible for Own Acts or Omissions. Each Party agrees that it will be responsible for its own acts and/or omissions and those of its Agency Personnel, officials, employees, representatives and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

13. Records.

13.1. [Intentionally Left Blank]

13.2 Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5., below, prior to disclosure. For purposes of this Paragraph, the term “record” shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency hereby confirms that it is a “covered entity” for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4. of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies

that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4. should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration the records retention period described in Section 13.4., above.

13.6. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13., and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

14. Early Termination.

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of costs for any particular Agency Personnel if that Agency Personnel receives training from City MFD and fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency or Agency Personnel fails to cure such default within seven calendar days after the City or City MFD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to ~~March 13~~May 1, 2020 upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement on or after ~~March 13~~May 1, 2020, only upon the occurrence of an Agency Emergency Event, including

continuation of emergency orders in Agency's jurisdiction related to the COVID-19, or coronavirus, pandemic. If Agency terminates prior to the Convention Security Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsecs. 14.2.1. and 14.2.2. if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 14 calendar days after the Agency provides City with notice of such failure.

14.2.4. Despite the language in this section about refunding of costs, funds or other payments made by City to Agency, it is not expected that there will be any costs, funds or other payments made to Agency prior to the Convention Security Period.

14.3. **Parties Contract in Good Faith.** The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. **Consequential Damages.** Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

15. Governing Law. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

16. Notices. All notices required under this Agreement shall be provided to:

To the City: Chief Mark Rohlff
711 West Wells Street
Milwaukee, WI 53233
mrohlff@milwaukee.gov
Via email and paper copy sent via U.S. Mail

With courtesy copies, sent via email, which shall not constitute notice to:

Deputy City Attorney Mary Schanning
City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202
Courtesy copy which shall not constitute notice to
mschan@milwaukee.gov

Assistant Chief David Votsis
711 West Wells Street
Milwaukee, WI 53233
dvotsi@milwaukee.gov

Deputy Chief Kevin Hafemann
711 West Wells Street
Milwaukee WI 53233
khafem@milwaukee.gov

To Agency: Chief Adam J. Remington
City of Franklin Fire Department
8901 West Drexel Avenue
Franklin, Wisconsin 53132
ARemington@franklinwi.gov

17. Additional Provisions.

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

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

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

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

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

CITY OF MILWAUKEE

Mark Rohlfig, Fire Chief
Dated this ____ day of _____, 2020.

Martin Matson, City Comptroller
Dated this ____ day of _____, 2020.

Authorizing Resolution: 191192

Approved as to Form and Execution:

Office of the City Attorney
Dated this ____ day of _____, 2020.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

Dated this ____ day of February, 2020.

1077-2018-1850.264960

Exhibit B

(Electronic version available from Captain Derrick Harris, dharris@milwaukee.gov)

Portions in yellow will be updated after the federal DOJ BJA grant is awarded in early 2020

Exhibit C

(Electronic version available from Captain Derrick Harris, धारri@milwaukee.gov)



EXHIBIT C

2020 Democratic National Convention
DNC Reimbursement Request Form



Assisting Agency		
Prepared By	Contact Phone's #	Signature
Approved By	Contact Phone's #	Signature

Personnel Costs																		
	Number of Personnel	Total Regular Hours	Total Overtime Hours	Total Regular Cost	Total Overtime Cost	Total Regular and Overtime Cost												
				\$ -	\$ -	\$ -												
<p style="text-align: center;">Three sets of documentation are required.</p> <p>a. Outside Agency Tracking Form These forms were signed off on by the personnel during the event and in the possession of the City of Milwaukee (City) If you are in possession of any of these timesheets, please provide them to the City as soon as possible.</p> <p>b. Daily work records/work logs, time and attendance records, payroll registers This includes whatever your typical system is to track payroll. This will be submitted as part of the reimbursement package. These records will be reconciled against the timesheets in order to approve final reimbursement. For this reason, these records should show information such as hourly rates, number of hours worked, total amount of personnel expense, etc.</p> <p>c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form)</p>						<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Pension Rate</td><td style="text-align: right;">0.00%</td></tr> <tr><td>FICA Rate</td><td style="text-align: right;">0.00%</td></tr> <tr><td>Medicare Rate</td><td style="text-align: right;">0.00%</td></tr> <tr><td>Other Benefits Rate</td><td style="text-align: right;">0.00%</td></tr> <tr><td>Total Fringe</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total Wages</td><td style="text-align: right;">\$ -</td></tr> </table>	Pension Rate	0.00%	FICA Rate	0.00%	Medicare Rate	0.00%	Other Benefits Rate	0.00%	Total Fringe	\$ -	Total Wages	\$ -
Pension Rate	0.00%																	
FICA Rate	0.00%																	
Medicare Rate	0.00%																	
Other Benefits Rate	0.00%																	
Total Fringe	\$ -																	
Total Wages	\$ -																	

Food Per Diem Costs (Travel Days only)				
Meals. Travel days will be paid at 75% as stipulated by federal regulations https://www.gsa.gov/travel/plan-book/per-diem-rates	Number of Officers	Number of Days (Combine To and From Prorated)	Federal Per Diem Food Rate (Travel Days)	Total Cost
Note: Travel day meal per diems will not be reimbursed for outside agencies that are within 100 miles of Milwaukee			\$ 49.50	\$ -

Transportation Costs (Travel Days only)				
Airfare: Receipt from airline or travel agent indicating name of traveler, dates of travel and total cost of ticket; receipt from airline indicating name of traveler, dates and cost of any baggage fees assessed, and boarding passes	Number of Officers	Number of Tickets	Average Airfare Price (Per Round Trip)	Total Cost
			\$ -	\$ -
Auto reimbursement: Google map showing vehicle route to and from Milwaukee Mileage reimbursed at federally approved rates https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates	Number of Vehicles	Total Miles (Combine to and From)	Mileage Rate	Total Cost
<p>a. Motorcycles – \$0.545/mile – This includes fuel.</p> <p>b. Private Vehicles \$0.575/mile – This includes fuel</p> <p>c. Gov't Owned Vehicles \$0.17/mile – This includes fuel</p>			\$ -	\$ -
Bus/Vehicle Rentals: Contract cost of rental vehicles or buses, highway and bridge toll fees	Number of Buses/Rented Vehicles	Cost Per Bus/Rented Vehicle	Total Cost	
		\$ -	\$ -	

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

Total Request for Reimbursement		
<p>All expenses incurred as described in the Intergovernmental Agreement and Estimate Cost Forms (ECF) are eligible for reimbursement. The costs initially provided were estimates and require documentation for final approval and reimbursement.</p> <p>Note: Credit card statements are not considered a valid document for the purposes of reimbursement.</p>	Salary	\$ -
	Per Diem	-
	Transportation	-
	Additional Expenses	-
	Total Cost	\$ -

Please feel free to contact the following City of Milwaukee Personnel with any questions you may have

Bryan Rynders 414-286-8524	Rhonda Kelsey 414-286-3639
Aaron Robinette 414-286-2340	Andrea Fowler 414-286-5563

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>2/1/1</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">06/02/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING ALL OF LOT 84 IN RYAN MEADOWS, LOCATED IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (MILLS HOTEL WYOMING, LLC, APPLICANT) (GENERALLY ON THE EAST SIDE OF MONARCH DRIVE, SOUTH OF CHICORY STREET, AREA COMMONLY KNOWN AS AREA G)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>5.1</i></p>
<p>On May 7, 2020, the Plan Commission carried a motion to recommend approval of this resolution. On May 19, 2020, the Common Council tabled this Certified Survey Map (CSM) request to this meeting. At the same meeting, the Common Council denied a rezoning application for this property, from M-1 Limited Industrial to M-2 General Industrial.</p> <p>According to Wis. Stats. §236.34 the approving authority shall take action to approve, approve conditionally, or reject the CSM and state in writing the conditions of approval or reasons for rejection.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2020-_____, conditionally approving a 2 lot certified survey map, being all of Lot 84 in Ryan Meadows, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (generally on the east side of Monarch Drive, south of Chicory Street, area commonly known as area G).</p>		

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING ALL OF LOT 84 IN RYAN MEADOWS, LOCATED IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (MILLS HOTEL WYOMING, LLC, APPLICANT)
(GENERALLY ON THE EAST SIDE OF MONARCH DRIVE, SOUTH OF CHICORY STREET, AREA COMMONLY KNOWN AS AREA G)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being all of Lot 84 in Ryan Meadows, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property generally located on the east side of Monarch Drive, south of Chicory Street, area commonly known as Area G, bearing part of Tax Key No. 891-9010-002, Mills Hotel Wyoming, LLC, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Mills Hotel Wyoming, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such

MILLS HOTEL WYOMING, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 2

Code and Ordinance provisions may be amended from time to time.

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Mills Hotel Wyoming, LLC, successors and assigns, and any developer of the Mills Hotel Wyoming, LLC subdivision of Lot 84 of the Ryan Meadows Subdivision into 2 lots certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Mills Hotel Wyoming, LLC and the subdivision of Lot 84 of the Ryan Meadows Subdivision into 2 lots certified survey map project for the property generally located on the east side of Monarch Drive, south of Chicory Street, area commonly known as Area G: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall revise the conservation easement “Wetland 1 – Lot 84 & Outlot 3” to include the shore buffer area for review by the Department of City Development and the City Attorney and approval by the Common Council, prior to the recording of the Certified Survey Map.
7. The applicant shall submit civil plans of the Monarch Drive cul-de-sac for review and approval by the Engineering Department, prior to the recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Mills Hotel Wyoming, LLC, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

MILLS HOTEL WYOMING, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 3

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Mills Hotel Wyoming, LLC, 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 _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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

Meeting of May 7, 2020

Certified Survey Map

RECOMMENDATION: City Development Staff recommends approval of the Certified Survey Map application submitted by Bear Development, LLC, subject to the conditions in the draft resolution.

Project Name:	Ryan Meadows Lot 84 – Certified Survey Map
Project Location:	Not Assigned/891-9010-002
Property Owner:	Mills Hotel Wyoming
Applicant:	Daniel Szczap. Bear Development, LLC
Current Zoning:	M-1 Limited Industrial District
Proposed Zoning:	M-2 General Industrial District (separate application)
2025 Comprehensive Plan:	Business Park and Areas of Natural Resource Features
Applicant's Action Requested:	Recommendation of approval of the Certified Survey Map.

The applicant, Bear Development, LLC, filed a Certified Survey Map to subdivide Lot No. 84 of the Ryan Meadows Subdivision into two separate parcels. Lot 1 has an area of 13.46 acres and Lot 2 has an area of 10.59 acres. The land division request will accommodate the proposed Copart, Inc. Site Plan, which utilizes Lot 2 for the storage of vehicles and an emergency ingress/egress from Monarch Drive.

The applicant submitted this CSM application on March 23, 2020. Pursuant to Wisconsin Statutes §236.34(1m)(f), the approving authority (Common Council) shall take action within 90 days of application submittal unless a time extension is granted by the applicant. The 90-day review time frame expires on June 21, 2020.

There are no current plans for the development of Lot 1, but is anticipated for Business Park/Industrial development.

The subject property is currently zoned M-1 Limited Industrial District; however, the applicant has a Rezoning Application currently under review to change the zoning to M-2 General Industrial District.

Recommended Motions

A motion to recommend approval of the Certified Survey Map to the Common Council, subject to the conditions set forth in the attached resolution.

MEMORANDUM

Date: April 16, 2020/ April 23, 2020
To: Daniel Szczap. Bear Development, LLC. / Regulo Martinez Montilva
From: Department of City Development/ Daniel Szczap, Bear Development, LLC
RE: Application for Certified Survey Map (CSM). / Resubmittal of Lot 84 Certified Survey Map

Bear Development, LLC. submitted this CSM application on March 23, 2020, the 90-day review time frame set forth in Wis. Statutes §236.34 (1m)(f) expires on June 21, 2020.

Staff comments are as follows for the Certified Survey Map application, for Lot 84 of Ryan Meadows subdivision:

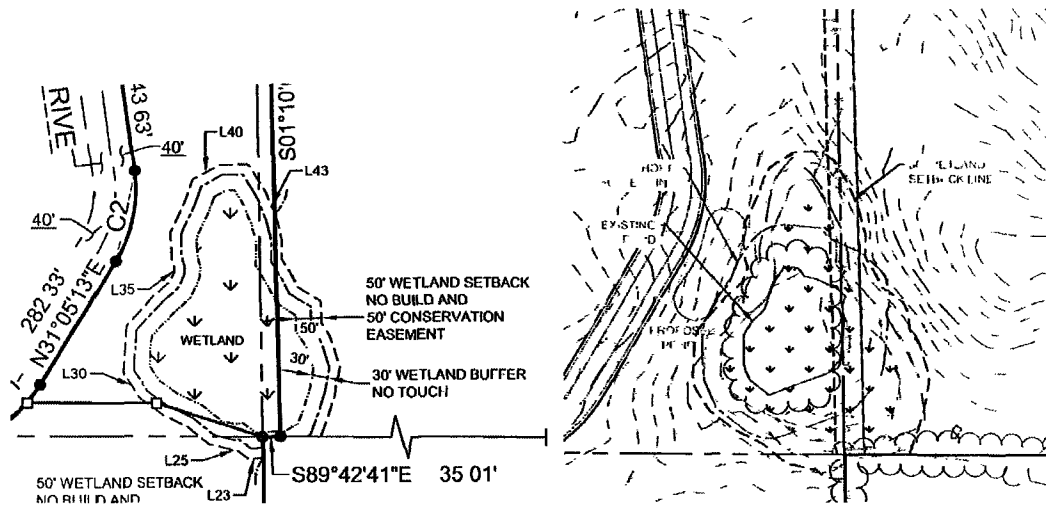
City Development Department comments

1. Per Section 15-7.0702 of the UDO, please show correctly on the face of the CSM, in addition to the information required by § 236.34 of the Wisconsin Statutes, the following:
 - a. Existing and Proposed Contours. Existing and proposed contours at vertical intervals of not more than two (2) feet. Elevations shall be marked on such contours based on National Geodetic Vertical Datum of 1929 (mean sea level). This requirement may be waived if the parcel(s) created are fully developed.
Existing and proposed contours have been added to the Certified Survey Map per Section 15-7.0702 of the UDO
 - b. Owner, Subdivider, Land Surveyor. Name and address of the owner, Subdivider, and Land Surveyor. – It is recommended that the owner/subdivider label on Sheet 5 be moved to Sheet 1.
Owner/Subdivider information has been moved to Page 1 per the City’s request.
 - c. Existing Zoning. The Certified Survey Map shall indicate on its face the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map. – Please label the zoning districts of each parcel.
Existing zoning classifications have been included on the face of the CSM
2. The temporary turnaround at the end of Monarch Drive shall be removed and replaced with a cul-de-sac to be consistent with the Copart, Inc. development proposal. The cul-de-sac must meet City standards, which includes an island. Note that if any land is being dedicated to the City to accommodate the cul-de-sac design, the CSM must also be revised to note the ‘dedication accepted’ language under the City of Franklin Common Council Approval section of the CSM. Adequate land area has been provided as right of way dedication to accommodate a City cul-de-sac. The design of the cul-de-sac has been previously discussed with City Engineering Full design plans of the cul-de-sac will follow approval of the CSM.
3. Sheet 3 does not show the 30-foot wetland buffer, which is shown on Sheet 2. Please include the 30-foot Buffer notation throughout the CSM.
The 30-foot wetland buffer has been added at the request of the City

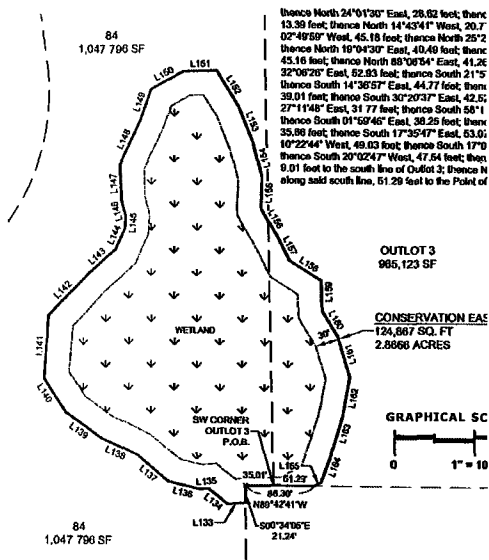
4. Please revise the Mayor's name to Stephen R. Olson.
Corrected
5. As previously discussed, Lot 2 must be combined to the other Copart, Inc. site if utilized for that same development. Again, all plats, CSMs, and land transfers to create the parcel presented for the Copart, Inc. development must be completed prior to the issuance of a Certificate of Occupancy. Noted The combination will be completed after the Copart approvals have been granted.
6. The proposed CSM and one of the conservation easements for Lot No. 84 does not appear to include the Shore Buffer as shown on the NRPP. See below. This CSM and easement must be revised accordingly to show the full extent of the protected area, including the Shore Buffer. The revised CSM depicts the full extent of protected areas The Conservation Easement will be revised accordingly

Proposed Certified Survey Map

NRPP Map



Conservation Easement



Engineering Department comments

7. Add the recording information of Ryan Meadows subdivision to the header of this proposal.
Recording information is included in the legal description
8. Indicate in this proposal the sentence "Lot 1 & 2 are served by Public Sewer and Water."
Language added
9. Show the section corners coordinates, at least two corners.
Completed
10. Show the dedication of the right of way by the cul-de-sac of Monarch Drive.
Completed
11. Remove the word "Temporary Turn Around Easement" as this will be a dedicated for public road right of way.
Completed
12. The legal description needs to be adjusted to reflect the dedication of the right of way.
Completed
13. Under the Owner Certificate, insert the word after the Wisconsin Statutes " and the Unified Development Ordinance Division-15 of the City of Franklin".
Language added
- 15 Under the Common Council Approval, insert the word after Approved " and the dedication accepted".
Language added

Note: The Engineering comments may be revised to reflect comments from the Milwaukee County.

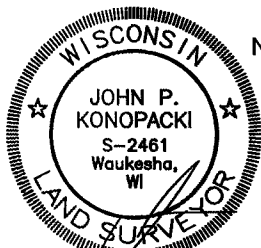
Milwaukee County comments

See attached letter.

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North, Range 21 East, City of Franklin Milwaukee County Wisconsin

SEE SHEET 7 FOR
BOUNDARY
CURVE TABLE
AND NOTES



REVISED
APRIL 23, 2020
MARCH 16, 2020

CHICORY STREET
(PUBLIC R.O.W.)

N30°52'54"E 29.00'
N14°02'32"W 27.27'
N59°07'06"W 82.77'

N45°57'27"E 53.22'
ZONED M1

NW CORNER NE 1/4 SEC 30 T5N R21E
N=324 097.27 E=2 520 162.66
(FOUND CONC MON W/ BRASS CAP)
(WISCONSIN STATE PLANE CO-ORDINATE SYSTEM SOUTH ZONE)

S44°24'10"E 200.97'

LOT 1
586,423
SQ FT

13 4624
ACRES

LOT 83
RYAN MEADOWS
OWNER, STRAUSS
INVESTMENTS LLC
ZONED M1

OUTLOT 3
RYAN MEADOWS
OWNER, RYAN MEADOWS
HOMEOWNERS
ASSOCIATION
ZONED R6

- LEGEND:**
- Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Rod
 - Denotes Set 3/4" X 18" Iron Rebar 150 LBS./FT
 - ↘ Denotes Wetland
 - (R) Denotes Recorded As'
 - D Denotes Dedicated See Sheet II for Detail

NW CORNER SW 1/4
SW CORNER NW 1/4
SEC 30 T5N R21E
(FOUND CONC MON
W/ BRASS CAP)

N53°44'29"E 201.16'

N89°39'32"W 2671.72'
SOUTH LINE OF THE NW 1/4
SEC 30 T5N R21E

NORTH LINE OF THE SW 1/4
SEC 30 T5N R21E
S00°34'08"E 98.50'

N00°34'08"W 570.47'

LOT 2
452,797 SQ FT
10 3948 ACRES

UNPLATTED LANDS
OWNER MATHSON
ZONED R2

**GRAPHICAL
SCALE (FEET)**

0 1" = 250'



Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

This Instrument drafted by John P. Konopacki, PLS-License No. 5-2461

SE CORNER NE 1/4
SEC 30 T5N, R21E
(FOUND CONC MON
W/ BRASS CAP)

((R) N89°20'00"W (CSM 975)
S89°42'41"E 2645.59'
SOUTH LINE OF THE NE 1/4
SEC 30 T5N R21E

S89°42'41"E 35 01'

EAST LINE OF THE SW 1/4 SEC. 30 T5N R21E
S00°34'05"E 2669.87'
((R) S00°10'40"E (CSM 975))

PARCEL 1
CSM NO 975
OWNER SINGH
ZONED R2

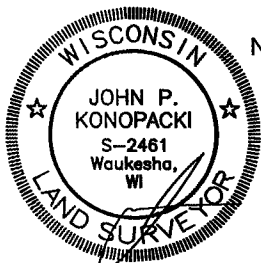
Owner/Subdivider
MILLS HOTEL WYOMING LLC
4011 80th Street
Kenosha WI 53142
(262) 842-0484

SE CORNER SW 1/4 SEC. 30 T5N R21E
N=321,446.94 E=2 520 189.42
(FOUND CONC MON W/ BRASS CAP)

PEG JOB # 809.20
SHEET 1 OF 11

CERTIFIED SURVEY MAP NO. _____

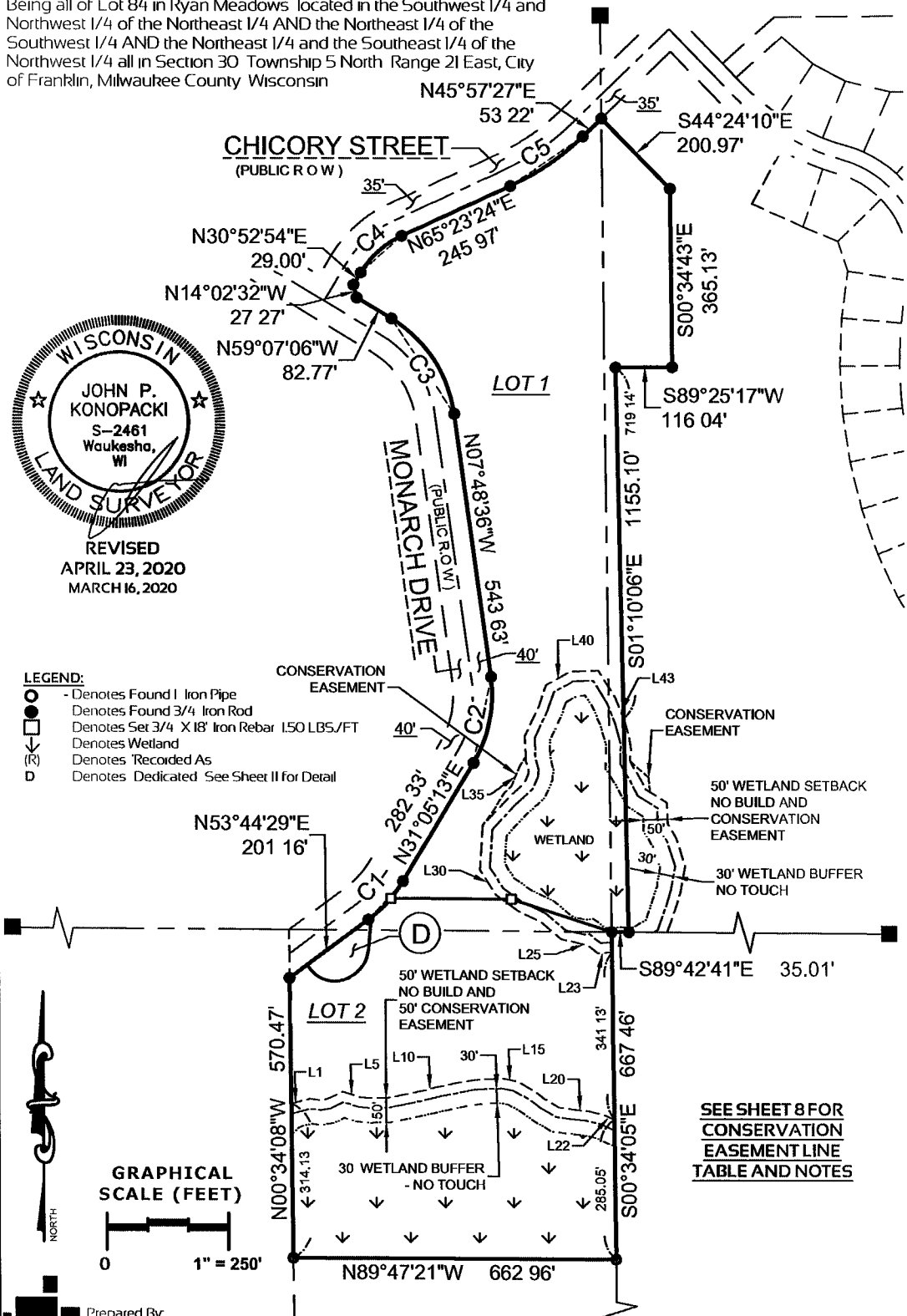
Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East, City of Franklin, Milwaukee County Wisconsin



REVISED
APRIL 23, 2020
MARCH 16, 2020

LEGEND:

- - Denotes Found 1 Iron Pipe
- - Denotes Found 3/4" Iron Rod
- - Denotes Set 3/4" X 18' Iron Rebar 1.50 LBS/FT
- (W) - Denotes Wetland
- (R) - Denotes Recorded As
- D - Denotes Dedicated See Sheet II for Detail



GRAPHICAL SCALE (FEET)

0 1" = 250'

**SEE SHEET 8 FOR
CONSERVATION
EASEMENT LINE
TABLE AND NOTES**

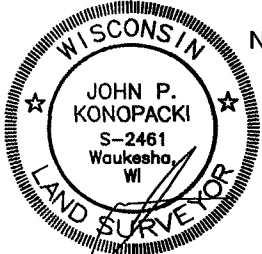
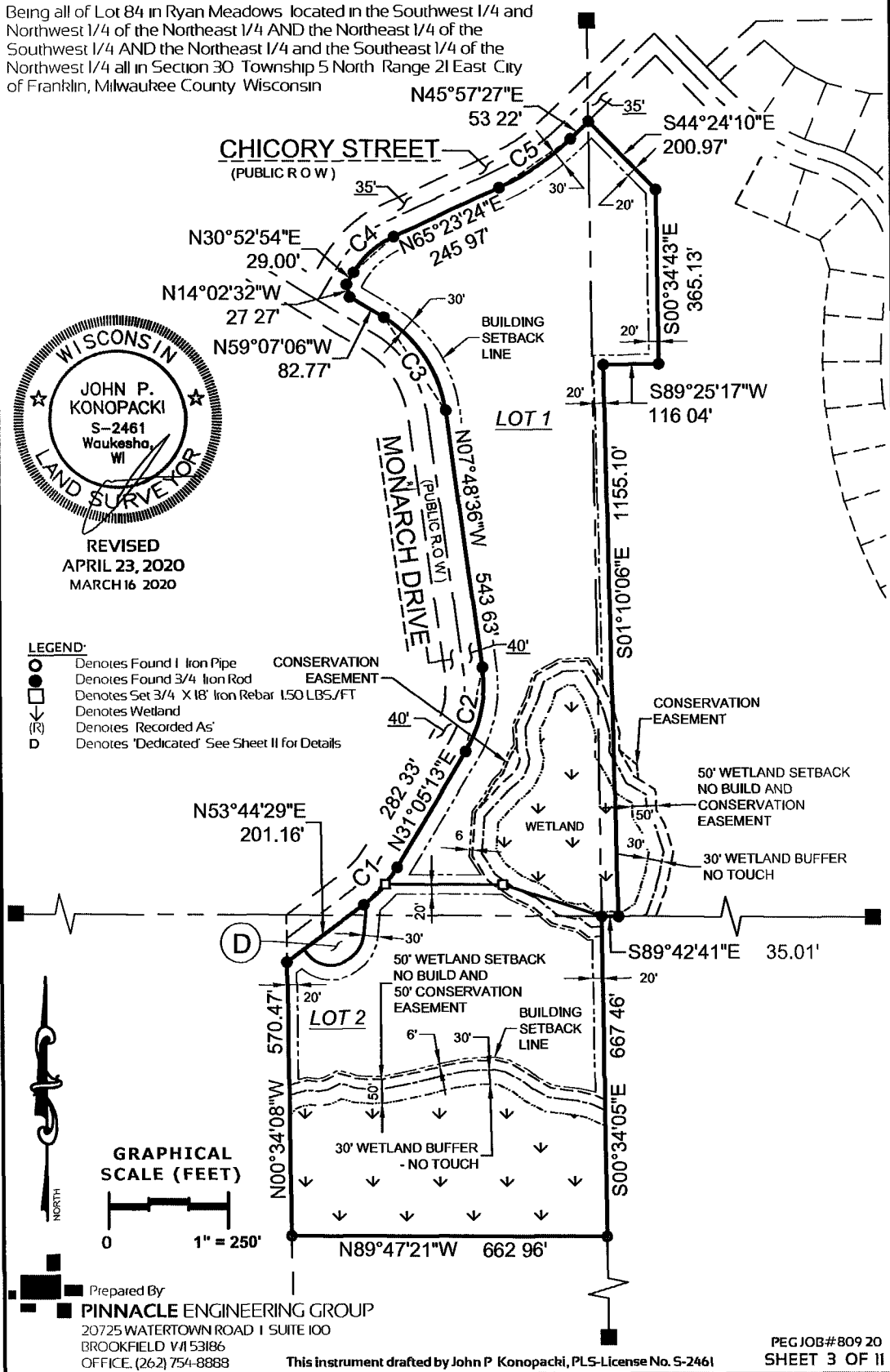
Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB# 809.20
SHEET 2 OF 11

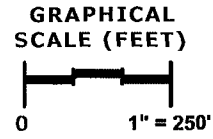
CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin, Milwaukee County Wisconsin



REVISED
APRIL 23, 2020
MARCH 16, 2020

- LEGEND:**
- Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Rod
 - Denotes Set 3/4" X 18" Iron Rebar 150 LBS./FT.
 - ⊞ Denotes Wetland
 - Ⓜ Denotes Recorded As
 - D Denotes 'Dedicated' See Sheet II for Details



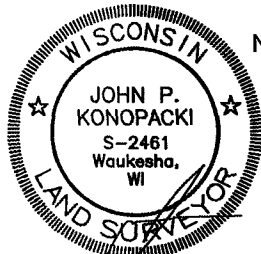
Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD 1 SUITE 100
BROOKFIELD WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB# 809 20
SHEET 3 OF 11

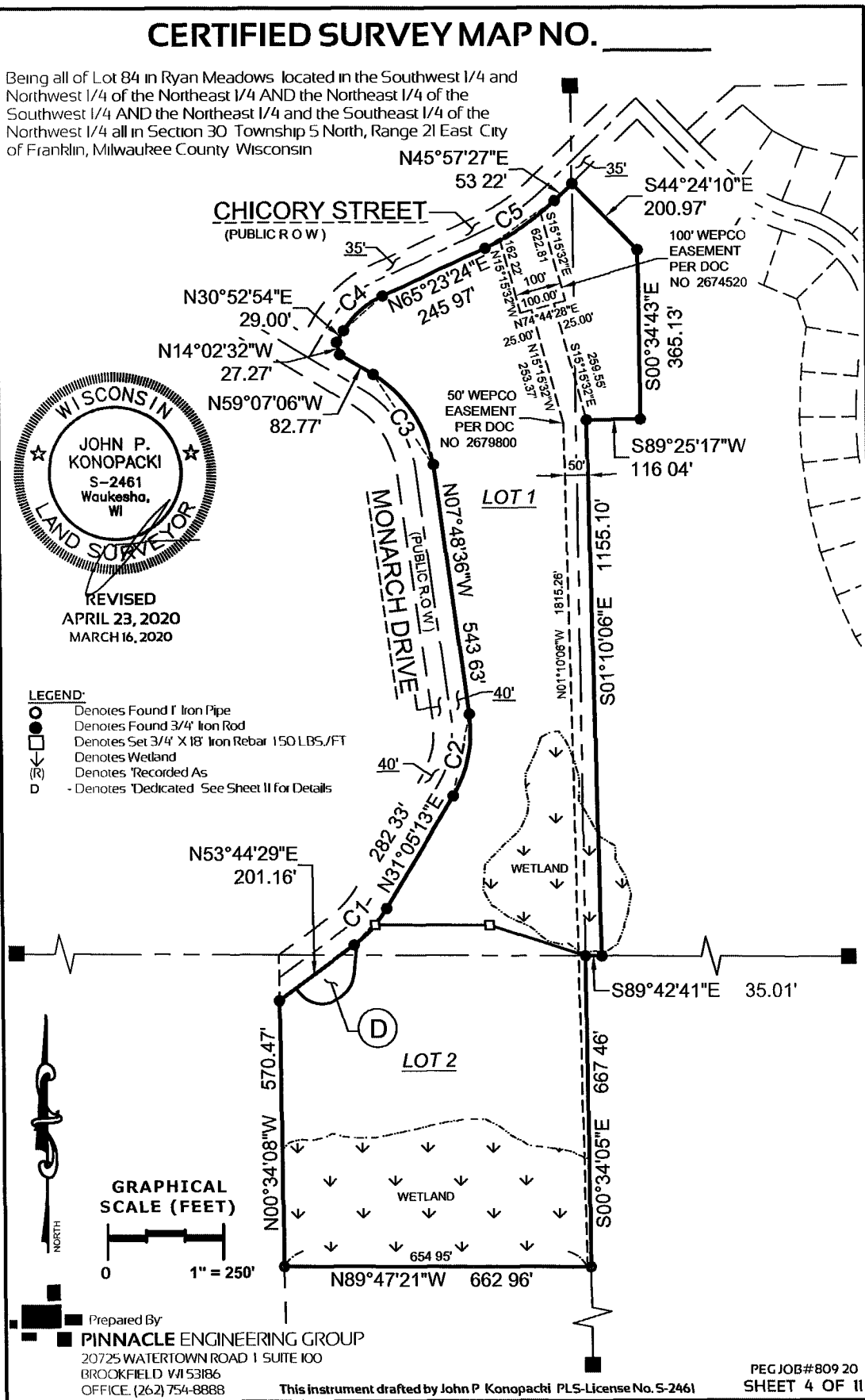
CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North, Range 21 East City of Franklin, Milwaukee County Wisconsin



REVISED
APRIL 23, 2020
MARCH 16, 2020

- LEGEND:**
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 - ⊞ Denotes Wetland
 - Ⓜ Denotes Recorded As
 - D Denotes Dedicated See Sheet II for Details



Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD 1 SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki PLS-License No. S-2461

PEG JOB#809 20
SHEET 4 OF 11

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North Range 21 East, City of Franklin, Milwaukee County Wisconsin

CHICORY STREET
(PUBLIC R O W)

MONARCH DRIVE
(PUBLIC R O W)

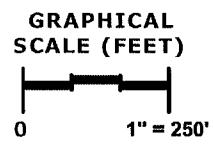
LOT 1
586,423
SQ FT.
13 4624
ACRES

LOT 2
452,797 SQ FT
10 3948
ACRES



REVISED
APRIL 23, 2020
MARCH 16 2020

- LEGEND:**
- Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Rod
 - Denotes Set 3/4" X 18" Iron Rebar 150 LBS/FT
 - ↘ Denotes Wetland



EXISTING TOPOGRAPHY
Vertical Datum National Geodetic Vertical Datum of 1929 (NGVD29) Contours are shown at a 2' interval based on actual ground survey of the current ground terrain Reference Benchmark. Concrete monument with brass cap at the Northwest corner of the Northeast 1/4 Section 30, Town 5 North, Range 21 East, Elevation = 803 18

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This Instrument drafted by John P. Konopacki, PLS-License No. 5-2461

PEG JOB# 809.20
SHEET 5 OF 11

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East, City of Franklin Milwaukee County Wisconsin.

CHICORY STREET
(PUBLIC R.O.W.)

MONARCH DRIVE
(PUBLIC R.O.W.)

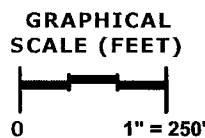
LOT 1

LOT 2



REVISED
APRIL 23, 2020
MARCH 16, 2020

- LEGEND:**
- Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Rod
 - Denotes Set 3/4" X 18" Iron Rebar 150 LBS./FT.
 - ↓ Denotes Wetland
 - 800 — Denotes Existing Contour
 - ⊖ 800 ⊕ Denotes Proposed Contour



PROPOSED GRADING
Vertical Datum National Geodetic Vertical Datum of 1929 (NGVD29) Reference Benchmark Concrete monument with brass cap at the Northwest corner of the Northeast 1/4 Section 30 Town 5 North, Range 21 East, Elevation = 803.18

Prepared By
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20725 WATERTOWN ROAD | SUITE 100
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OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

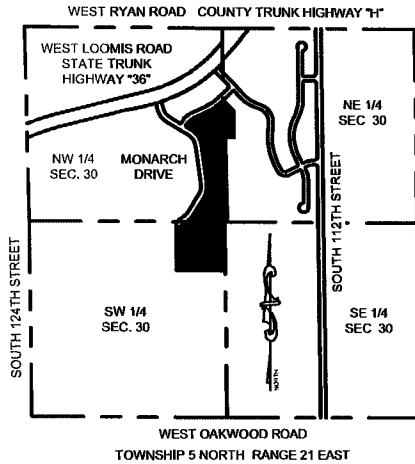
PEG JOB#809 20
SHEET 6 OF 11

CERTIFIED SURVEY MAP NO. _____

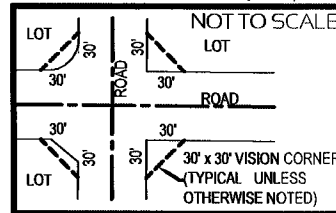
Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County, Wisconsin

BOUNDARY CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	106.76'	270.00'	022°39'16"	N42°24'51"E	106.06'	N53°44'29"E	N31°05'13"E
C2	183.30'	270.00'	038°53'49"	N11°38'18"E	179.80'	N31°05'13"E	N07°48'36"W
C3	241.78'	270.00'	051°18'30"	N33°27'51"W	233.79'	N07°48'36"W	N59°07'06"W
C4	114.43'	190.00'	034°30'30"	N48°08'09"E	112.71'	N30°52'54"E	N65°23'24"E
C5	181.45'	535.00'	019°25'57"	N55°40'26"E	180.58'	N85°23'24"E	N45°57'27"E
C6	56.55'	270.00'	012°00'00"	N46°14'44"E	56.45'	N52°14'44"E	N40°14'44"E
C7	43.16'	270.00'	009°09'31"	N35°39'59"E	43.11'	N40°14'44"E	N31°05'13"E

VICINITY SKETCH SCALE 1"=2000'



CITY OF FRANKLIN VISION CORNER EASEMENT DETAIL (VCE)

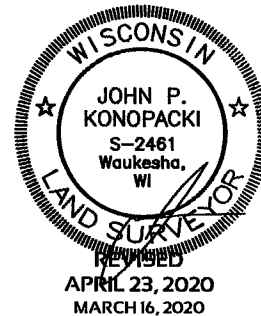


NOTES

- 1 Flood Zone Classification The property lies within Zone 'X' of the Flood Insurance Rate Map Community Panel No. 55079C0206E AND 55079C0205E dated SEPTEMBER 26 2008. Zone 'X' areas are determined to be outside the 0.2% annual chance floodplain.
- 2 Bearings referenced to the Wisconsin State Plane Coordinate System South Zone (N.A.D. 1927). The north line of the Northeast 1/4 of Section 30 Township 5 North Range 21 East bears S89°44'26"E.
- 3 Wetlands delineated by Heather D. Patti, PWS - Senior Wetland Ecologist, Project Manager, R.A. Smith National, Inc. on December 8, 2014.
- 4 VISION CORNER EASEMENTS: No Obstructions Permitted. No visual obstructions such as structures, parking, or vegetation shall be permitted between the heights of 2.5 feet and 10 feet above the plane through the mean curb grades within the Vision Corner Easement.
- 5 Lot 1 and Lot 2 are served by Public Sewer and Water.
- 6 Temporary Turn Around Easement shown on the recorded plat of Ryan Meadows on Lot 2 of this Certified Survey Map to be vacated via separate document.

Prepared By
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53186
 OFFICE (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. 5-2461



APRIL 23, 2020
 MARCH 16, 2020

PEG JOB#809.20
 SHEET 7 OF 11

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North Range 21 East, City of Franklin Milwaukee County Wisconsin

50' CONSERVATION EASEMENT

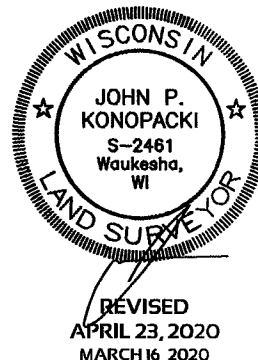
LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	N75°22'21" E	39.14
L2	S83°24'58" E	22.94
L3	N81°01'31" E	12.95'
L4	N64°22'19" E	35.35
L5	S72°46'48" E	38.10'
L6	S84°45'14" E	19.51'
L7	N89°55'05" E	35.37'
L8	N78°42'05" E	35.25'
L9	N78°13'06" E	34.92'
L10	N76°36'18" E	38.42'
L11	N78°25'24" E	42.12'
L12	N80°05'35" E	32.68'
L13	N86°06'12" E	30.49'
L14	N88°33'35" E	28.34'
L15	S78°35'50" E	28.25'
L16	S61°51'16" E	43.50'
L17	S51°40'09" E	26.71'
L18	S60°48'43" E	32.81'
L19	S82°18'03" E	25.35'
L20	S83°46'43" E	34.76'
L21	S76°59'19" E	32.39'
L22	S65°37'25" E	23.62'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L23	S85°51'26" W	29.14
L24	N52°02'25" W	30.19'
L25	S85°12'42" W	5.62'
L26	N76°55'48" W	47.86'
L27	N49°54'31" W	53.03'
L28	N64°32'14" W	50.77'
L29	N54°16'58" W	57.16'
L30	N32°49'08" W	60.42'
L31	N03°52'01" E	91.68'
L32	N35°53'42" E	38.67'
L33	N31°25'06" E	39.65'
L34	N47°16'20" E	22.14'
L35	N21°59'20" E	43.89'
L36	N33°40'08" W	23.04'
L37	N02°49'59" W	42.67'
L38	N25°21'49" E	65.72'
L39	N19°04'30" E	47.01'
L40	N60°46'28" E	57.64'
L41	N88°06'54" E	57.62'
L42	S32°06'26" E	66.20'
L43	S21°57'55" E	45.18'

NOTES

1 CONSERVATION EASEMENT RESTRICTIONS

- No construction or placement of buildings or any structure
- No construction or any improvements unless notwithstanding covenant 1 above the improvement is specifically and previously approved by the Common Council of the City of Franklin upon the advice of such other persons entities and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage and the like
- No excavation, dredging, grading, mining, drilling or change the topography of the land or its natural condition in any manner including any cutting or removal of vegetation except for the removal of dead or diseased trees, with the exception of limited grading within the wetland setback area as defined by the City of Franklin Unified Development Ordinance. Grading within the wetland setback is limited to the grading shown in the approved Final Engineering Plans for the Strauss Brands Facility development.
- No filling, dumping or depositing of any material whatsoever including but not limited to soil, yard waste or other landscape materials, ashes, garbage or debris
- No planting of any vegetation not native to the protected property or not typical wetland vegetation
- No operating snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of Motorized vehicles



Prepared By

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100

BROOKFIELD WI 53186

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. 5-2461

PEG JOB#809.20

SHEET 8 OF 11

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki Professional Land Surveyor do hereby certify

That I have surveyed mapped and divided Lot 84 in Ryan Meadows as recorded in the Register of Deeds office for Milwaukee County as Document No. 10962414 located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East, City of Franklin Milwaukee County Wisconsin, described as follows.

Commencing at the southwest corner of the Northwest 1/4 of said Section 30:
Thence South 89°39'32" East along the south line of said Northwest 1/4 and then along a south line of Ryan Meadows a recorded subdivision, 2008.73 feet to the north right of way line of Monarch Drive and a west line of said Ryan Meadows
Thence South 00°34'08" East along said west line of Ryan Meadows 98.50 feet to the south right of way line of Monarch Drive and the Point of Beginning

Thence North 53°44'29" East along said south right of way line 201.16 feet to a point of curvature
Thence northeasterly 106.76 feet along the arc of said curve to the left and said right of way line whose radius is 270.00 feet and whose chord bears North 42°24'51" East, 106.06 feet,
Thence North 31°05'13" East along said right of way line 282.33 feet to a point of curvature:
Thence northeasterly 183.30 feet along the arc of said curve to the left and said right of way line whose radius is 270.00 feet and whose chord bears North 11°38'18" East, 179.80 feet,
Thence North 07°48'36" West along said right of way line 543.63 feet to a point of curvature
Thence northwesterly 241.78 feet along the arc of said curve to the left and said right of way line whose radius is 270.00 feet and whose chord bears North 33°27'51" West, 233.79 feet
Thence North 59°07'06" West along said right of way line 82.77 feet;
Thence North 14°02'32" West, 27.27 feet to the south right of way line of Chicory Street:
Thence North 30°52'54" East along said south right of way line, 29.00 feet to a point of curvature
Thence northeasterly 114.43 feet along the arc of said curve to the right and said right of way line whose radius is 190.00 feet and whose chord bears North 48°08'09" East, 112.71 feet;
Thence North 65°23'24" East along said right of way line 245.97 feet to a point of curvature
Thence northeasterly 181.45 feet along the arc of said curve to the left and said right of way line whose radius is 535.00 feet and whose chord bears North 55°40'26" East 180.58 feet;
Thence North 45°57'27" East along said right of way line 53.22 feet to the west line of Outlot 3 in said Ryan Meadows
Thence South 44°24'10" East along said west line 200.97 feet;
Thence South 00°34'43" East along said west line 365.13 feet;
Thence South 89°25'17" West along said west line 116.04 feet,
Thence South 01°10'06" East along said west line 1155.10 feet to the south line of the Northeast 1/4 of said Section 30 and a south line of Ryan Meadows,
Thence North 89°42'41" West along said south line 35.01 feet to the southwest corner of said Northeast 1/4
Thence South 00°34'05" East along the east line of the Southwest 1/4 of said Section 30 and an east line of said Ryan Meadows 667.46 feet to a south line of said Ryan Meadows,
Thence North 89°47'21" West along said south line 662.96 feet to a west line of said Ryan Meadows,
Thence North 00°34'08" West along said west line 570.47 feet to the Point of beginning

Dedicating that portion of subject property as graphically shown for public road right of way purposes.

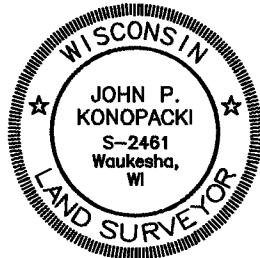
Containing 1,047,796 square feet (24.0541 acres) of land Gross and 1,039,220 square feet (23.8572 acres) of land Net more or less

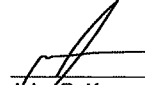
That I have made such survey land division and map by the direction of MILLS HOTEL WYOMING LLC, LOOMIS COTTAGE VENTURES LLC and STRAUSS INVESTMENTS LLC owners of said land

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Franklin Land Division Ordinance and the Unified Development Ordinance Division - 15 of the City of Franklin in surveying the certified survey map

Date **REVISED**
APRIL 23, 2020
MARCH 16 2020




John P. Konopacki
Professional Land Surveyor S-2461

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#809.20
SHEET 9 OF 11

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North Range 21 East City of Franklin Milwaukee County Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

MILLS HOTEL WYOMING LLC Limited Liability Companies duly organized and existing under and by virtue of the laws of the State of Wisconsin as owners do hereby certify that said limited liability companies caused the land described on this certified survey map to be surveyed divided dedicated and mapped as represented on this certified survey map.

MILLS HOTEL WYOMING, LLC also certifies that this plat is required by s.236 10 or s.236 12 of the Wisconsin State Statutes and the Unified Development Ordinance Division-15 of the City of Franklin to be submitted to the following for approval or objection

1 City of Franklin

IN WITNESS WHEREOF the said **MILLS HOTEL WYOMING, LLC** has caused these presents to be signed by Stephen C Mills Member and Martha L Mills, Member at (city) _____ County Wisconsin on this _____ day of _____ 2020

In the presence of **MILLS HOTEL WYOMING, LLC**
By Mills Enterprises LLC it Manager

Stephen C Mills, Member

Martha L Mills Member

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ 2020 Stephen C Mills Member and Martha L Mills Member of the above named **MILLS HOTEL WYOMING, LLC** to me known to be the persons who executed the foregoing instrument, and to me known to be such members of said limited liability company and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company by its authority

Notary Public
Name _____
State of Wisconsin
My Commission Expires _____

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of Franklin on this _____ day of _____ 2020

Date

Stephen R. Olson Chairman

Date

Secretary

COMMON COUNCIL APPROVAL

Approved and the dedication accepted by the Common Council of the City of Franklin Wisconsin on this _____ day of _____ 2020

Date

Stephen R Olson Mayor

Date

Sandra L. Wesolowski City Clerk



REVISED
APRIL 23, 2020
MARCH 16, 2020

Prepared By
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD WI 53186
OFFICE (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. 5-2461

PEG JOB#809.20
SHEET 10 OF 11

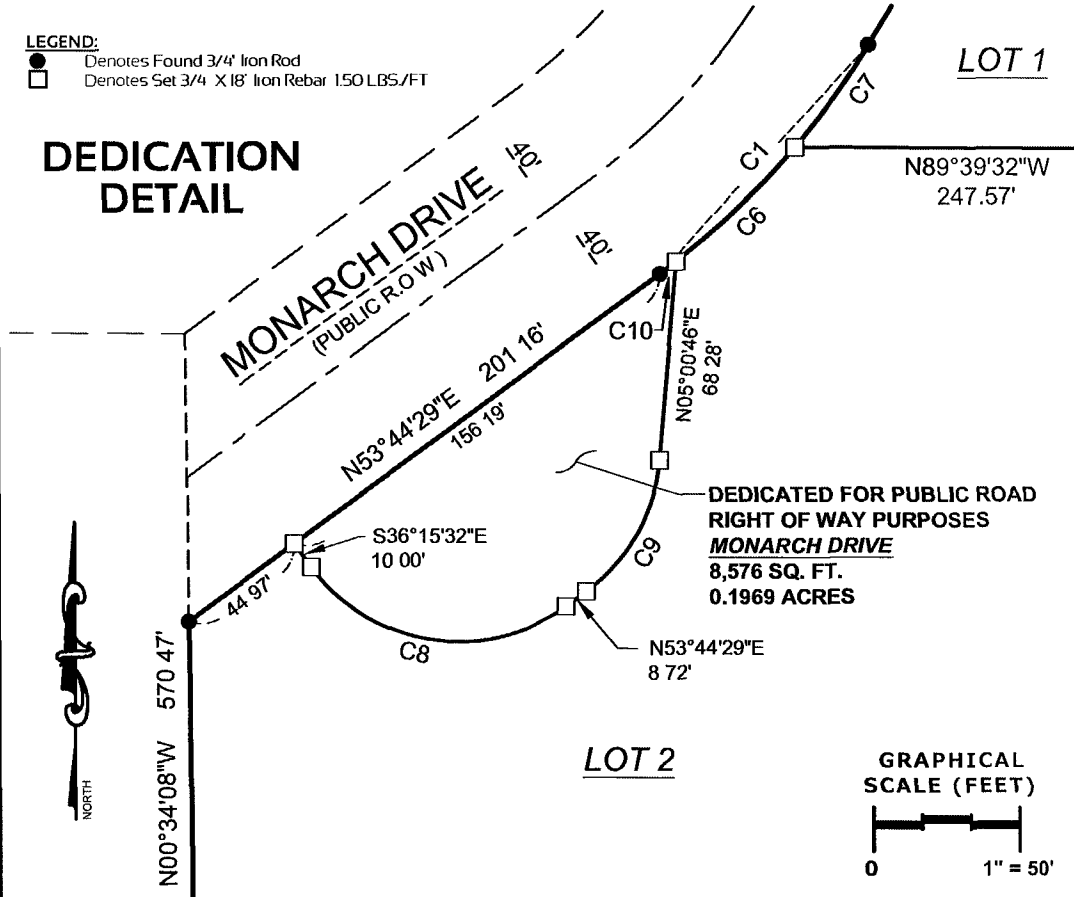
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LEGEND:

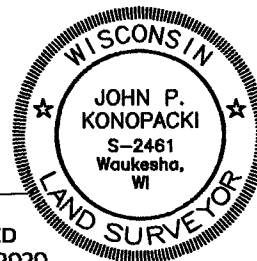
- Denotes Found 3/4" Iron Rod
- Denotes Set 3/4" X 18" Iron Rebar 1.50 LBS/FT

DEDICATION DETAIL



BOUNDARY CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	106.76'	270.00'	022°39'16"	N42°24'51"E	106.06'	N53°44'29"E	N31°05'13"E
C6	56.55'	270.00'	012°00'00"	N46°14'44"E	56.45'	N52°14'44"E	N40°14'44"E
C7	43.16'	270.00'	009°09'31"	N35°39'59"E	43.11'	N40°14'44"E	N31°05'13"E
C8	98.17'	62.50'	089°59'59"	S81°15'32"E	88.39'	S36°15'32"E	N53°44'29"E
C9	53.15'	62.50'	048°43'42"	N29°22'38"E	51.57'	N53°44'29"E	N05°00'46"E
C10	7.05'	270.00'	001°29'44"	N52°59'37"E	7.05'	N53°44'29"E	N52°14'44"E



Prepared By
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD WI 53186
 OFFICE: (262) 754-8888

REVISED
 APRIL 23, 2020
 MARCH 16, 2020

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB# 809 20
 SHEET 11 OF 11

REGISTER OF DEEDS



Milwaukee County

ISRAEL RAMÓN • Register of Deeds

April 3, 2020

City of Franklin Planning Department
Attn: Gail M. Olsen, City Development Secretary
9229 W. Loomis Road
Franklin, WI 53132-9728

\$75.00 Review Fee Paid

RE: Preliminary Review of Certified Survey Map
That Part of Lot 84 in Ryan Meadows, SW ¼ & NW ¼ of NE ¼ & SW ¼ of NW ¼ of
SEC 30 T 5N, R21E, City of Franklin, County of Milwaukee, State of Wisconsin

Tax Key Number (s): 891-1084 (2021 Tax Key Number)

Owners(s): MILLS HOTEL WYOMING, LLC

Comment: We reviewed the exterior boundary for closure and find no issue.

Comment: Milwaukee County is reviewing the Preliminary Plat for closure issues and to verify ownership. Please refer to Wisconsin State Stats 236 and the local municipalities ordinances for further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Rosita Ross".

Rosita Ross
Real Property Supervisor
Rosita.Ross@MilwaukeeCountywi.gov
414-278-4047
Cc file

Ronnie Asuncion, Engineering Technician
John P. Konopacki/Pinnacle Engineering Group

Franklin
APR 10 2020

City Development

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">S C</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">06/02/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY MAP, BEING ALL OF LOT 84 IN RYAN MEADOWS</p> <p style="text-align: center;">(MILLS HOTEL WYOMING, LLC, APPLICANT) (GENERALLY ON THE EAST SIDE OF MONARCH DRIVE, SOUTH OF CHICORY STREET, AREA COMMONLY KNOWN AS AREA G)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">3, 1, 1</p>

As part of the review of the concurrent Certified Survey Map (CSM), staff noted that the CSM and one of the conservation easements for Lot No. 84 did not include the Shore Buffer as shown on the Natural Resource Protection Plan (NRPP). Staff recommended to revise the easement area to include the Shore Buffer.

The applicant submitted a conservation easement for Common Council approval to comply with the recommended conditions of approval for the CSM. This item is contingent upon the concurrent CSM request.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-____, a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a 2 lot certified survey map, being all of lot 84 in Ryan Meadows (Mills Hotel Wyoming, LLC, applicant) (generally on the east side of Monarch Drive, south of Chicory Street, area commonly known as area G), subject to technical corrections by staff.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 5-28-20]RM

RESOLUTION NO. 2020-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF
A 2 LOT CERTIFIED SURVEY MAP, BEING ALL OF LOT 84 IN RYAN MEADOWS
(MILLS HOTEL WYOMING, LLC, APPLICANT)
(GENERALLY ON THE EAST SIDE OF MONARCH DRIVE, SOUTH
OF CHICORY STREET, AREA COMMONLY KNOWN AS AREA G)

WHEREAS, the Common Council having approved a Certified Survey Map upon the application of Mills Hotel Wyoming LLC, on June 2, 2020, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands, wetland buffers and setbacks, ponds and shore buffers on the site; and

WHEREAS, §15-7.0702.P of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Certified Survey Map review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Certified Survey Map; and

WHEREAS, the Department of City Development having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Mills Hotel Wyoming LLC, in the form and content as annexed hereto, be and the same is hereby approved, subject to technical corrections by the Departments of City Development and Engineering as well as City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT
MILLS HOTEL WYOMING, LLC, APPLICANT
RESOLUTION NO. 2020-_____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

Ryan Meadows
Wetland 1- Lot 84 & Outlot 3

This Conservation easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Mills Hotel Wyoming, LLC, a e.g. Limited Liability Corporation, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within Ryan Meadows Subdivision, being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest ¼ and Northwest ¼ of the Northeast ¼ and the Northeast ¼ of the Southwest ¼ and the Northeast ¼ and the Southeast ¼ of the Northwest ¼ all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin., described in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, floodplains, floodways, floodlands, shore buffers, wetland buffers, wetlands and shoreland wetlands, as identified in the Natural Resource Protection Plan compiled by Pinnacle Engineering Group, dated April 25, 2019, which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

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

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

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

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

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

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

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

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

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

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

To Grantor:
Mills Hotel Wyoming, LLC
4011 80th Street
Kenosha, WI 53142

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

In witness whereof, the grantor has set its hand and seals this on this date of _____, 20__.

Mills Hotel Wyoming, LLC

By: Mills Enterprises, LLC its Manager

Stephen C. Mills, Member

Martha L. Mills, Member

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, A.D. 20__ by

Stephen C. Mills. Member, Mills Enterprises, LLC

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 Mills Hotel Wyoming, LLC.

Notary Public

My commission expires _____

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, A.D. 20__ by

Martha L. Mills. Member, Mills Enterprises, LLC

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 Mills Hotel Wyoming, LLC.

Notary Public

My commission expires _____
Company Name

Acceptance

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

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

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, A.D. 20 __, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 20__.

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Regulo Martinez- Montilva
Associate Planner
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

LEGAL DESCRIPTION:

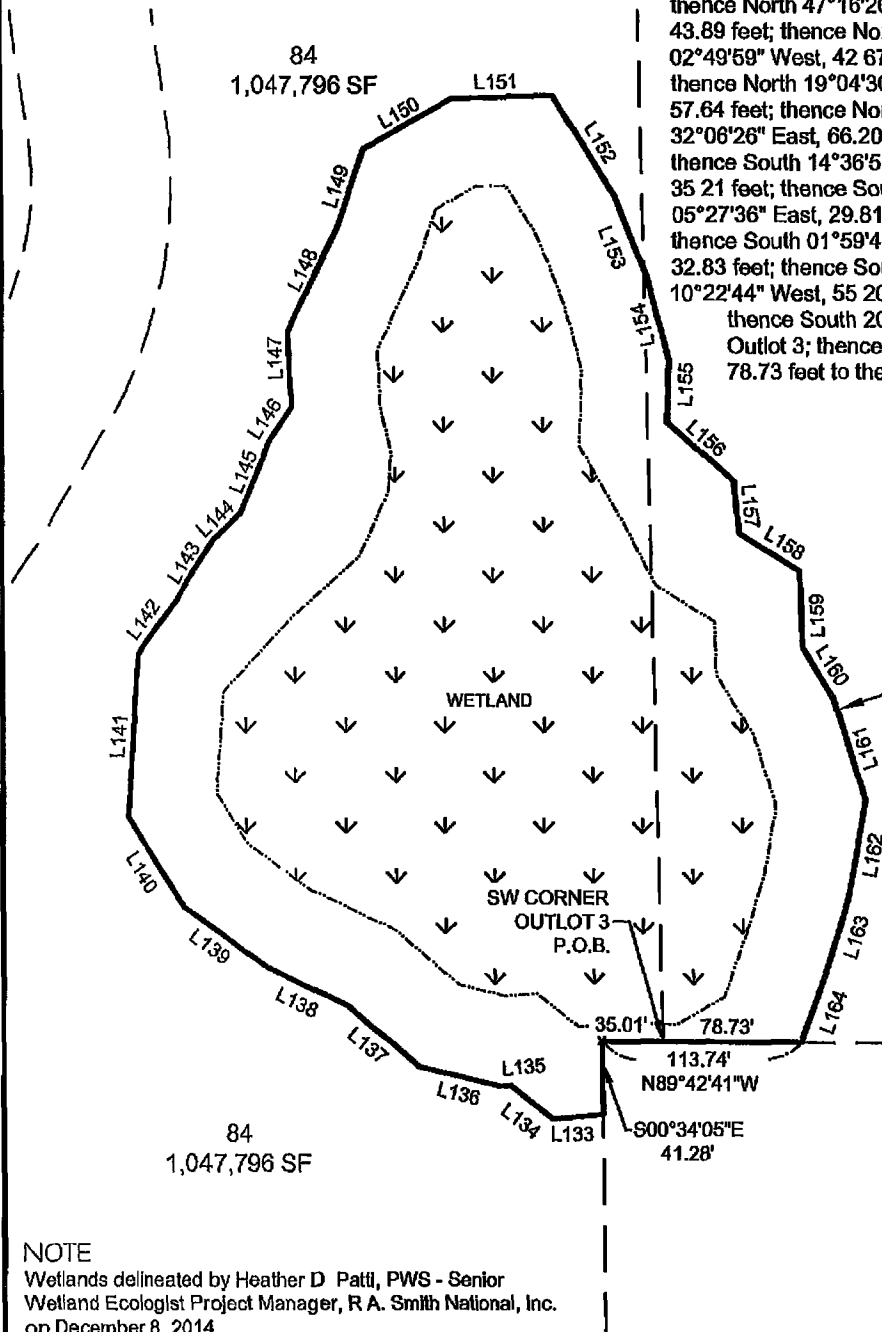
Being a part of Lot 84 and Outlot 3 in Ryan Meadows, located in the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Southeast 1/4 of the Northwest 1/4, Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, described as follows:

Beginning at the southwest corner of said Outlot 3; thence North $89^{\circ}42'41''$ West along the south line of said Lot 84, 35.01 feet; thence South $00^{\circ}34'05''$ East along the east line of said Lot 84, 41.28 feet; thence South $85^{\circ}51'26''$ West, 29.14 feet; thence North $52^{\circ}02'25''$ West, 30.19 feet; thence South $85^{\circ}12'42''$ West, 5.62 feet; thence North $76^{\circ}55'48''$ West, 47.86 feet; thence North $49^{\circ}54'31''$ West, 53.03 feet; thence North $64^{\circ}32'14''$ West, 50.77 feet; thence North $54^{\circ}16'58''$ West, 57.16 feet; thence North $32^{\circ}49'08''$ West, 60.42 feet; thence North $03^{\circ}52'01''$ East, 91.68 feet; thence North $35^{\circ}53'42''$ East, 38.67 feet; thence North $31^{\circ}25'06''$ East, 39.65 feet; thence North $47^{\circ}16'20''$ East, 22.14 feet; thence North $21^{\circ}59'20''$ East, 43.89 feet; thence North $33^{\circ}40'08''$ East, 23.04 feet; thence North $02^{\circ}49'59''$ West, 42.67 feet; thence North $25^{\circ}21'49''$ East, 65.72 feet; thence North $19^{\circ}04'30''$ East, 47.01 feet; thence North $60^{\circ}46'28''$ East, 57.64 feet; thence North $88^{\circ}06'54''$ East, 57.62 feet; thence South $32^{\circ}06'26''$ East, 66.20 feet; thence South $21^{\circ}57'55''$ East, 49.90 feet; thence South $14^{\circ}36'57''$ East, 48.96 feet; thence South $01^{\circ}56'25''$ West, 35.21 feet; thence South $48^{\circ}44'10''$ East, 50.35 feet; thence South $05^{\circ}27'36''$ East, 29.81 feet; thence South $58^{\circ}14'57''$ East, 40.51 feet; thence South $01^{\circ}59'46''$ East, 43.63 feet; thence South $31^{\circ}43'54''$ East, 32.83 feet; thence South $17^{\circ}35'47''$ East, 60.53 feet; thence South $10^{\circ}22'44''$ West, 55.20 feet; thence South $17^{\circ}08'13''$ West, 40.52 feet; thence South $20^{\circ}02'47''$ West, 45.66 feet to the south line of Outlot 3; thence North $89^{\circ}42'41''$ West along said south line, 78.73 feet to the Point of Beginning.

LEGAL DESCRIPTION:

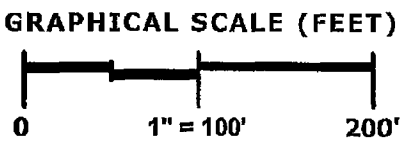
Being a part of Lot 84 and Outlot 3 In Ryan Meadows, located in the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Southeast 1/4 of the Northwest 1/4, Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, described as follows:

Beginning at the southwest corner of said Outlot 3; thence North 89°42'41" West along the south line of said Lot 84, 35.01 feet; thence South 00°34'05" East along the east line of said Lot 84, 41.28 feet; thence South 85°51'26" West, 29.14 feet; thence North 52°02'25" West, 30.19 feet; thence South 85°12'42" West, 5 62 feet; thence North 76°55'48" West, 47.86 feet, thence North 49°54'31" West, 53.03 feet; thence North 64°32'14" West, 50.77 feet; thence North 54°16'58" West, 57.16 feet; thence North 32°49'08" West, 60.42 feet; thence North 03°52'01" East, 91.68 feet; thence North 35°53'42" East, 38.67 feet; thence North 31°25'06" East, 39.65 feet; thence North 47°16'20" East, 22.14 feet; thence North 21°59'20" East, 43.89 feet; thence North 33°40'08" East, 23.04 feet; thence North 02°49'59" West, 42.67 feet; thence North 25°21'49" East, 65.72 feet; thence North 19°04'30" East, 47.01 feet; thence North 60°46'28" East, 57.64 feet; thence North 88°06'54" East, 57.62 feet; thence South 32°06'26" East, 66.20 feet; thence South 21°57'55" East, 49.90 feet; thence South 14°36'57" East, 48.96 feet; thence South 01°56'25" West, 35.21 feet; thence South 48°44'10" East, 50.35 feet; thence South 05°27'36" East, 29.81 feet; thence South 58°14'57" East, 40.51 feet; thence South 01°59'46" East, 43.63 feet; thence South 31°43'54" East, 32.83 feet; thence South 17°35'47" East, 60.53 feet; thence South 10°22'44" West, 55.20 feet; thence South 17°08'13" West, 40.52 feet; thence South 20°02'47" West, 45.66 feet to the south line of Outlot 3; thence North 89°42'41" West along said south line, 78.73 feet to the Point of Beginning.



OUTLOT 3
965,123 SF

CONSERVATION EASEMENT
155,829 SQ. FT
3.5773 ACRES



PARCEL 1
C.S.M. NO 975

SHEET 1 OF 2

NOTE
Wetlands delineated by Heather D Pattil, PWS - Senior Wetland Ecologist Project Manager, R.A. Smith National, Inc. on December 8, 2014.

CONSERVATION EASEMENT

05/13/2020

PINNACLE ENGINEERING GROUP
20225 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER
PEGJOB#809.20

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L133	S85°51'28"W	29.14'
L134	N52°02'25"W	30.19'
L135	S85°12'42"W	5.62'
L136	N76°55'48"W	47.86'
L137	N49°54'31"W	53.03'
L138	N64°32'14"W	50.77'
L139	N54°16'58"W	57.16'
L140	N32°49'08"W	60.42'
L141	N03°52'01"E	91.68'
L142	N35°53'42"E	38.67'
L143	N31°25'06"E	39.65'
L144	N47°16'20"E	22.14'
L145	N21°59'20"E	43.89'
L146	N33°40'08"E	23.04'
L147	N02°49'59"W	42.67'
L148	N25°21'49"E	65.72'
L149	N19°04'30"E	47.01'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L150	N60°46'28"E	57.64'
L151	N88°06'54"E	57.62'
L152	S32°06'26"E	66.20'
L153	S21°57'55"E	49.90'
L154	S14°36'57"E	48.96'
L155	S01°56'25"W	35.21'
L156	S48°44'10"E	50.35'
L157	S05°27'36"E	29.81'
L158	S58°14'57"E	40.51'
L159	S01°59'46"E	43.63'
L160	S31°43'54"E	32.83'
L161	S17°35'47"E	60.53'
L162	S10°22'44"W	55.20'
L163	S17°08'13"W	40.52'
L164	S20°02'47"W	45.66'

SHEET 2 OF 2



CONSERVATION EASEMENT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

05/13/2020

PLAN | DESIGN | DELIVER

PEG JOB#809.20

MEMORANDUM

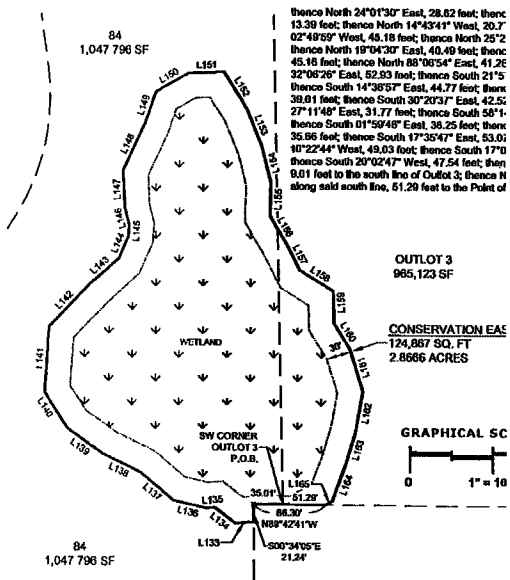
Date: April 16, 2020/ April 23, 2020
To: Daniel Szczap, Bear Development, LLC. / Regulo Martinez Montilva
From: Department of City Development/ Daniel Szczap, Bear Development, LLC
RE: Application for Certified Survey Map (CSM). / Resubmittal of Lot 84 Certified Survey Map

Bear Development, LLC. submitted this CSM application on March 23, 2020, the 90-day review time frame set forth in Wis. Statutes §236.34 (1m)(f) expires on June 21, 2020.

Staff comments are as follows for the Certified Survey Map application, for Lot 84 of Ryan Meadows subdivision:

City Development Department comments

1. Per Section 15-7.0702 of the UDO, please show correctly on the face of the CSM, in addition to the information required by § 236.34 of the Wisconsin Statutes, the following:
 - a. Existing and Proposed Contours. Existing and proposed contours at vertical intervals of not more than two (2) feet. Elevations shall be marked on such contours based on National Geodetic Vertical Datum of 1929 (mean sea level). This requirement may be waived if the parcel(s) created are fully developed.
Existing and proposed contours have been added to the Certified Survey Map per Section 15-7.0702 of the UDO.
 - b. Owner, Subdivider, Land Surveyor. Name and address of the owner, Subdivider, and Land Surveyor. – It is recommended that the owner/subdivider label on Sheet 5 be moved to Sheet 1.
Owner/Subdivider information has been moved to Page 1 per the City's request.
 - c. Existing Zoning. The Certified Survey Map shall indicate on its face the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map. – Please label the zoning districts of each parcel.
Existing zoning classifications have been included on the face of the CSM.
2. The temporary turnaround at the end of Monarch Drive shall be removed and replaced with a cul-de-sac to be consistent with the Copart, Inc. development proposal. The cul-de-sac must meet City standards, which includes an island. Note that if any land is being dedicated to the City to accommodate the cul-de-sac design, the CSM must also be revised to note the 'dedication accepted' language under the City of Franklin Common Council Approval section of the CSM. Adequate land area has been provided as right of way dedication to accommodate a City cul-de-sac. The design of the cul-de-sac has been previously discussed with City Engineering. Full design plans of the cul-de-sac will follow approval of the CSM.
3. Sheet 3 does not show the 30-foot wetland buffer, which is shown on Sheet 2. Please include the 30-foot Buffer notation throughout the CSM.
The 30-foot wetland buffer has been added at the request of the City.



Engineering Department comments

7. Add the recording information of Ryan Meadows subdivision to the header of this proposal.
Recording information is included in the legal description.
8. Indicate in this proposal the sentence "Lot 1 & 2 are served by Public Sewer and Water."
Language added.
9. Show the section corners coordinates, at least two corners.
Completed
10. Show the dedication of the right of way by the cul-de-sac of Monarch Drive.
Completed
11. Remove the word "Temporary Turn Around Easement" as this will be a dedicated for public road right of way.
Completed
12. The legal description needs to be adjusted to reflect the dedication of the right of way.
Completed
13. Under the Owner Certificate, insert the word after the Wisconsin Statutes " and the Unified Development
14. Ordinance Division-15 of the City of Franklin".
Language added.
15. Under the Common Council Approval, insert the word after Approved " and the dedication accepted".
Language added.

Note: The Engineering comments may be revised to reflect comments from the Milwaukee County.

Milwaukee County comments

See attached letter.

MEMORANDUM

Date: April 16, 2020/ April 23, 2020
To: Daniel Szczap, Bear Development, LLC. / Regulo Martinez Montilva
From: Department of City Development/ Daniel Szczap, Bear Development, LLC
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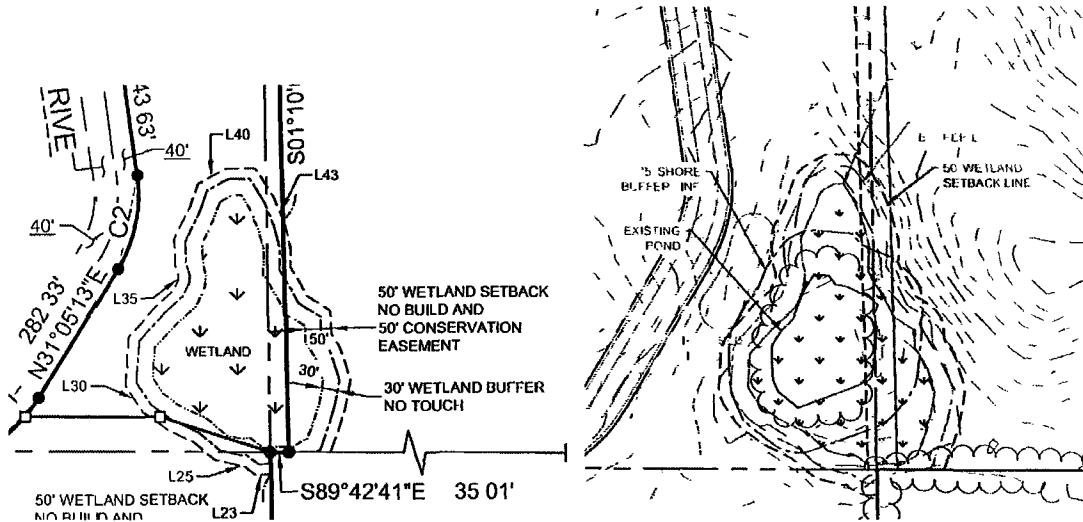
City Development Department comments

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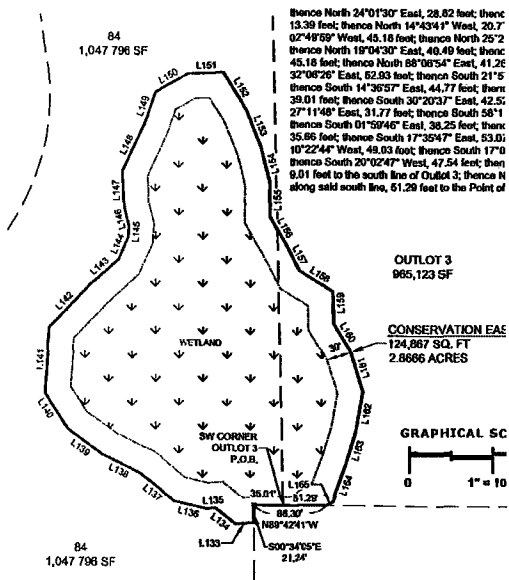
4. Please revise the Mayor's name to Stephen R. Olson.
Corrected.
5. As previously discussed, Lot 2 must be combined to the other Copart, Inc. site if utilized for that same development. Again, all plats, CSMs, and land transfers to create the parcel presented for the Copart, Inc. development must be completed prior to the issuance of a Certificate of Occupancy. Noted. The combination will be completed after the Copart approvals have been granted.
6. The proposed CSM and one of the conservation easements for Lot No. 84 does not appear to include the Shore Buffer as shown on the NRPP. See below. This CSM and easement must be revised accordingly to show the full extent of the protected area, including the Shore Buffer. The revised CSM depicts the full extent of protected areas. The Conservation Easement will be revised accordingly.

Proposed Certified Survey Map

NRPP Map



Conservation Easement



Engineering Department comments

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9. Show the section corners coordinates, at least two corners. Completed
10. Show the dedication of the right of way by the cul-de-sac of Monarch Drive. Completed
11. Remove the word "Temporary Turn Around Easement" as this will be a dedicated for public road right of way. Completed
12. The legal description needs to be adjusted to reflect the dedication of the right of way. Completed
13. Under the Owner Certificate, insert the word after the Wisconsin Statutes " and the Unified Development
14. Ordinance Division-15 of the City of Franklin". Language added.
15. Under the Common Council Approval, insert the word after Approved " and the dedication accepted". Language added.

Note: The Engineering comments may be revised to reflect comments from the Milwaukee County.

Milwaukee County comments

See attached letter.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">June 2, 2020</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of Mills Hotel Wyoming, LLC, Applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>5.7.</i></p>

The above subject matter was before the Common Council at its regular meeting on May 19, 2020 on the agenda as item G.5. The Council action adopted was to deny the application, as set forth in the draft meeting minutes as item C. of this meeting agenda.

§15-3.0102 Special Exceptions ...to a Natural Resource Feature, of the Unified Development Ordinance, provides in part at §15-3.0102B.: “[t]he decision of the Common Council upon any decision under this Section shall be in writing, state the grounds of such determination, be filed in the Office of the City Planning Manager and be mailed to the applicant.

Wis. Stat. § 62.23(7) Zoning, provides for and is applicable to special exceptions as follows:

(de) Conditional use permits. 1. In this paragraph:

- a. “Conditional use” means a use allowed under a conditional use permit, special exception, or other special zoning permission issued by a city, but does not include a variance.
 - b. “Substantial evidence” means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.
2. a. If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the city ordinance or those imposed by the city zoning board, the city shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence.
 - b. The requirements and conditions described under subd. 2. a. must be reasonable and, to the extent practicable, measurable and may include conditions such as the permit's duration, transfer, or renewal. The applicant must demonstrate that the application and all requirements and conditions established by the city relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The city's decision to approve or deny the permit must be supported by substantial evidence.
3. Upon receipt of a conditional use permit application, and following publication in the city of a class 2 notice under ch. 985, the city shall hold a public hearing on the application.
 4. Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued are followed, but the city may impose conditions such as the permit's duration, transfer, or renewal, in addition to any other conditions specified in the zoning ordinance or by the city zoning board.
 5. If a city denies a person's conditional use permit application, the person may appeal the decision to the circuit court under the procedures contained in par. (e)10.

Annexed hereto is a copy of the draft Standards, Findings and Decision upon the subject application which was before the Common Council on May 19, 2020. The findings pursuant to §§15-10.0208B.2.a., b. and c. of the Unified Development Ordinance for Common Council consideration are set forth therein.

COUNCIL ACTION REQUESTED

A motion to reconsider the adopted motion to deny the Application of Mills Hotel Wyoming, LLC, Applicant, for a Special Exception to Certain Natural Resource Provisions;

and, if the motion to reconsider is adopted,

a motion to refer the subject matter to staff for further review and preparation and further Common Council review and discussion and return of the subject matter to the June 16, 2020 Common Council meeting.

Redraft 05/13/2020

**Standards, Findings and Decision
of the City of Franklin Common Council upon the Application of Mills Hotel
Wyoming, LLC, applicant, for a Special Exception
to Certain Natural Resource Provisions of the City of Franklin
Unified Development Ordinance**

Whereas, Mills Hotel Wyoming, LLC, applicant, having filed an application dated January 22, 2020, for a Special Exception pursuant to Section 15-9.0110 of the City of Franklin Unified Development Ordinance pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature; a copy of said application being annexed hereto and incorporated herein as Exhibit A; and

Whereas, the application having been reviewed by the City of Franklin Environmental Commission and the Commission having made its recommendation upon the application, a copy of said recommendation dated March 25, 2020 being annexed hereto and incorporated herein as Exhibit B; and

Whereas, following a public hearing before the City of Franklin Plan Commission, the Plan Commission having reviewed the application and having made its recommendation thereon as set forth upon the report of the City of Franklin Planning Department, a copy of said report dated May 7, 2020 being annexed hereto and incorporated herein as Exhibit C; and

Whereas, the property which is the subject of the application for a Special Exception is generally located at West Loomis Road and West Ryan Road (Lot 84 in Ryan Meadows Subdivision), zoned R-2 Estate/Single-Family Residence District, C-1 Conservancy District and R-8 Multiple-Family Residence District, and such property is more particularly described upon Exhibit D annexed hereto and incorporated herein; and

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

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

the application for a Special Exception dated January 22, 2020, by Mills Hotel Wyoming, LLC, applicant, pursuant to the City of Franklin Unified Development Ordinance, the proceedings heretofore had and the recitals and matters incorporated as set forth above, recognizing the applicant as having the burden of proof to present evidence sufficient to support the following findings and that such findings be made by not less than four members of the Common Council in order to grant such Special Exception.

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): *but rather, are not self-imposed and are inherent to the site.*

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

a. be unreasonably burdensome to the applicant and that there are no reasonable practicable alternatives: *The strict application of natural resource protection to this area, including wetland preservation, buffers and setbacks would render the parcel unusable; and*

b. unreasonably and negatively impact upon the applicant's use of the property and that there are no reasonable practicable alternatives: *Applicant represents that the denial of the NRSE would be unreasonable and negatively impact the applicants proposed use of the property based on the fact that the impacts are minimal and occur in areas of degraded, farmed wetland. There are no reasonable alternatives for development of the property.*

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

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

b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties: *The situation and conditions related to this project are unique. Other properties seeking the same relief would need to meet similar standards; and*

c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement: *Applicant represents that the unique circumstances involved with this request is what the NRSE process was intended for; and*

d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development: *(this finding only applying to an application to improve or enhance a natural resource feature). The applicant understands and agrees to place Conservation Easements on other natural resource features within the site, including any areas of mitigation.*

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

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: *The proposed improvements which cause the need for the NRSE include grading, roadways, underground utilities and lot grading. The improvements will not negatively affect surrounding properties.*

2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: *The exceptional, extraordinary or unusual circumstance is that the resource being impacted has been designated as low quality and is orientated in a way that prevents practical development on the remaining land.*

3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: *The future use of the property has been affirmed through recent zoning and Certified Survey Map. The future improvements will be permanent.*

4. Aesthetics: *There will be no negative impact to aesthetics.*

5. Degree of noncompliance with the requirement allowed by the Special Exception: *The NRSE is not over-reaching. Applicant represents that the specific situation is what the NRSE was intended for.*

6. Proximity to and character of surrounding property: *Applicant owns the adjacent property to the east and west. The property to the South of the site (Zoned residential) is owned by the current owner of the parcel subject to the NRSE, and has granted permission for development of the parcel and this NRSE request, prior to the property sale. Bear Development or its partners own the other surrounding properties as part of their development project for this part of Franklin.*

7. Zoning of the area in which property is located and neighboring area: *Manufacturing and residential.*

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

9. Natural features of the property: *The wetland resource that will be impacted consists primarily of low-quality, farmed vegetation.*

10. Environmental impacts: *There are no other environmental impacts associated with the NRSE with exception to the reduction of approximately 10,000 square feet of farmed wetland. The applicant proposes mitigation by enhancing an existing wetland that is part of the same watershed.*

11. A recommendation from the Environmental Commission as well as a review and recommendation prepared by an Environmental Commission-selected person knowledgeable in natural systems: *The Environmental Commission recommendation and its reference to the report of March 25, 2020 is incorporated herein.*

12. The practicable alternatives analysis required by Section 15-9.0110C.4. of the Unified Development Ordinance and the overall impact of the entire proposed use or structure, performance standards and analysis with regard to the impacts of the proposal, proposed design solutions for any concerns under the Ordinance, executory actions which would maintain the general intent of the Ordinance in question, and other factors relating to the purpose and intent of the Ordinance section imposing the requirement: *The Plan Commission recommendation and the Environmental Commission recommendation address these factors and are incorporated herein.*

Decision

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

- 1) that the natural resource features and mitigation areas upon the properties to be developed be protected by a perpetual conservation easement to be approved by the Common Council prior to any development within the areas for which the Special Exception is granted prior to the issuance of any Occupancy Permits;*
- 2) that the applicant obtain all other necessary approval(s) from all other applicable governmental agencies prior to any development within the areas for which the Special Exception is granted;*
- 3) that all development within the areas for which the Special Exception is granted shall proceed pursuant to and be governed by the approved Natural Resource Protection Plan and all other applicable plans for Mills Hotel Wyoming, LLC, applicant, and all other applicable provisions of the Unified Development Ordinance.*

4) *Mitigation is provided by the applicant be in compliance with the standards of §15-4.0103.B.4. Mitigation may be provided off-site, within the same subwatershed.*

The duration of this grant of Special Exception is permanent.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:


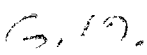
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE June 2, 2020
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF OAKES ESTATES SUBDIVISION	ITEM NO. 

BACKGROUND

Pursuant to the approval of the final plat for Oakes Estates Subdivision, the developer, Oakes Estates, LLC is ready to proceed with the development. The development is called Oakes Estates Subdivision and it is necessary to enter into a subdivision development agreement for an estimated cost of \$1,355,708.51.

ANALYSIS

The final plat was approved before Common Council at the April 6, 2020, meeting.

Note that this project does not include oversizing costs.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the subdivision development agreement with specific items contained in Exhibit "E" attached.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATION

Motion to adopt Resolution No. 2020-_____ a authorizing certain officials to execute a subdivision development agreement with the developer of Oakes Estates Subdivision upon review and acceptance by City Attorney.

Department of Engineering GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF
OAKES ESTATES SUBDIVISION

WHEREAS, the Common Council at its regular meeting on April 6, 2020, recommended approval of the subdivision final plat subject to the execution of a Subdivision Development Agreement for Oakes Estates Subdivision; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development in the subdivision known as Oakes Estates Subdivision; and

WHEREAS, the developer of the subdivision is willing to proceed with the installation of the improvements provided for in the Subdivision Development Agreement; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Subdivision Development Agreement on behalf of the City with the developer of the subdivision.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Subdivision Development Agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2020 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Engineering/GEM

[April 2019 updated version]

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

OAKES ESTATES SUBDIVISION

MAY 2020

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
[OAKES ESTATES SUBDIVISION]**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____, 2020, by and between Oakes Estates, LLC, a Limited Liability Corporation, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes and Division 15-9.033 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time; and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in and as may be required for the Subdivision, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Subdivision is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Subdivider shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Subdivider shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the

State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) One Million Three Hundred Fifty-Five Thousand Seven Hundred Eight and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of \$1,355,708.51, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that

all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Electric and Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.
 - (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's

obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.

9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys' fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the

Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.

14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

- (1) **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE** - Coverage shall protect the Subdivider and all subcontractors retained by the Subdivider during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Subdivider or by any subcontractor retained by the Subdivider or by anyone directly or indirectly employed by either the Subdivider or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14. (a)(1) and Paragraph 14. (a)(2). The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence \$1,000,000 Aggregate
Property Damage	\$500,000 Per Occurrence \$500,000 Aggregate

- (2) **COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE** - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
Property Damage	\$500,000 Per Occurrence

(b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot

assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.

17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236.13(2)(a), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Subdivider remains liable hereunder. This Agreement shall run with the land.

[The remainder of this page is intentionally left blank. Signatures are on the following pages.]

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF: _____
[Subdivider/Entity]

By: _____
Name: _____
Title: _____

Party of the First Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally came before me this ____ (day) of _____, 2020, the above named _____ of _____ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority.

or
This instrument was acknowledged before me on _____ (date) by _____ (name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).

Name printed _____
Notary Public, _____ County, WI
My commission expires: _____

CITY OF FRANKLIN

By: _____
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____
Name: Sandra L. Wesolowski
Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN)
)ss.
 _____ COUNTY)

Personally came before me this _ day of _____, 2020, the above named Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2020.

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

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

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
[OAKES ESTATES SUBDIVISION]**

Exhibit A	Legal Description of Subdivision
Exhibit B	General Description of Required Subdivision Improvements
Exhibit C	General Subdivision Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Subdivision Requirements
Exhibit F	Construction Specifications

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
[OAKES ESTATES SUBDIVISION]

LEGAL DESCRIPTION OF SUBDIVISION

Property Legal Description:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of the Northwest 1/4 of said Section 9; run thence N00°03'00"W, 659.57 feet along the West line of the Northwest 1/4 of said Section 9; thence N88°34'18"E, 1325.64 feet to the West line of Stone Hedge Subdivision Addition No. 1, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 14, 2005 as Document No. 09028234; thence S00°08'32"E, 659.95 feet along the West line of Stone Hedge Subdivision Addition No. 1 to the South line of the Northwest 1/4 of said Section 9; thence S88°35'21"W, 1326.69 feet along the South line of the Northwest 1/4 of said Section 9 to the point of beginning of this description.

Containing 874,719 square feet or 20.081 acres.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
[OAKES ESTATES SUBDIVISION]

<p>GENERAL DESCRIPTION OF REQUIRED SUBDIVISION IMPROVEMENTS</p>
--

Description of improvements required to be installed to develop the Oakes Estates Subdivision.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Subdivision.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

- 1. Grading of all lots and blocks within the Subdivision in conformance with the approved grading plan. *S
- 2. Grading of the streets within the Subdivision in accordance with the established street grades and the City approved street cross-section and specifications. *S
- 3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
- 4. Sanitary sewer main and appurtenances in the streets and/or easement in the Subdivision, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Subdivision and drainage area. *S
- 5. Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. *S
- 6. Water main and fittings in the streets and/or easement in the Subdivision, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area. *S

7. Laterals and appurtenances from water main to the street line; one for each lot, as determined by the City Engineer together with curb stop as specified by the City. *S
8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
9. Paved streets with curb and gutter in the Subdivision to the approved grade and in accordance with the City specifications. *S
10. Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications. *S
11. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Subdivision as approved by the City. *S
12. Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. (N.A.)
13. Street trees. *C
14. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
15. Engineering, planning and administration services as approved. *S
16. Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and management areas in accordance with the master drainage plan and/or approved system plan. *S
17. Street lighting and appurtenances along the street right-of-way as determined by the City. *C
18. Street signage in such locations and such size and design as determined by the City. *C
19. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
[OAKES ESTATES SUBDIVISION]

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

- A. The Subdivider shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Subdivision as proposed shall be recorded.

II. LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved plat.
- B. Units
 - 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

III. WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Subdivision shall be served by a water main.
 - 2. The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer.
 - 3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.
 - 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.
- B. Construction

1. All construction shall be in accordance with the specifications of the City.
2. Inspection of the work shall be at the Subdivider's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

Sanitary sewerage service through and within the Subdivision shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Subdivision shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
3.
 - a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Subdivision as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.
 - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Subdivision as described in Section IV. B. 3.(a) above, the City is hereby granted the right to install said extensions within the Subdivision at the expense of the Subdivider. All costs for installing sewer systems outside of the boundaries of the Subdivision shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis. Stat. § 66.0701 Special assessments by local ordinance, and §207.15. Special assessments, of the Municipal Code.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Subdivision shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, inlets, leads, open swales, retention basins and other management facilities as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Subdivider's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The aesthetic design of said structures shall be approved by the Architectural Board.
3. The structural design of said structures shall be done by a licensed Engineer or Architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.
2. However, if the Subdivider of the Subdivision will, in the opinion of the City Engineer, cause water problems downstream from the Subdivision which will reasonably require special consideration, the Subdivider shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

VI. STREETS

A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.
2. Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Subdivision whenever possible except as noted in Exhibit "E".

B. Names

The names of all streets shall be approved by the City Engineer.

C. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.

2. All streets shall be constructed with 8" of stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade. Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Subdivider's contractor prior to the installation of the final lift of asphalt pavement.

All associated costs with this work will be the responsibility of the Subdivider.

3. The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Subdivider.

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider until:

- a) The plat is recorded; and
- b) The streets have been provisionally approved by the City.

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:
 - a) Storm sewer or open channel, unless otherwise agreed upon by the Subdivider and the City.
 - b) Side slopes no steeper than 4:1.
 - c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
2. Pedestrian
 - a) The pedestrian walks shall be concrete or asphalt as required by city Engineer and shall be ten (10) feet wide.
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) Drainage has been rough graded and approved.
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.
 - e) All Subdivision monuments have been set.
2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

1. No temporary occupancy permits shall be issued until:
 - a) Streets have been paved except for the final lift of asphalt.
 - b) The gas, telephone and electrical services have been installed and are in operation.
 - c) The water system is installed, tested and approved.
 - d) The site is stabilized and all drainage facilities have been re-certified.

IX. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
 1. The Subdivider shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement.
 2. Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Subdivision improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Subdivider or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Subdivider. Evidence of cost shall be in such detail and form as required by the City Engineer.

- B. For the services of testing labs, consulting engineers and other personnel, the Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR OAKES ESTATES SUBDIVISION

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Subdivider in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	288,800.00
Sanitary System	201,192.00
Water System	119,125.00
Storm Sewer System	134,250.00
Paving (including sidewalk)	190,290.00
Street Trees (59 x \$400/lot)	23,600.00
Street Lights (1) @ approximately \$5,000/ea.	5,000.00
Street Signs	1,733.95
Underground Electric, Gas and Telephone	60,000.00
Storm Water Management	2,000.00 / Month
SUBTOTAL	1,025,990.95
Engineering/Consulting Services	50,000.00
Municipal Services (7% of Subtotal)	72,519.37
Contingency Fund (20% of Subtotal)	207,198.19
TOTAL:	1,355,708.51

Total: One Million Three Hundred Fifty-Five Thousand Seven Hundred Eight and 51/100 Dollars.

APPROVED BY: _____ Date: _____
Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
OAKES ESTATES SUBDIVISION

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Subdivider agrees that it shall pay to the City of Franklin for one (1) public street light fixture and pole as provided by WE-Energies. The LED fixtures shall be oval- high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted.
2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
3. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
4. The Subdivider agrees to pay the City for street trees planted by the City on W. Warwick Way and S. Cambridge Drive at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.

9. The Subdivider shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
10. The Subdivider shall install an 8-inch diameter water main on W. Warwick Way from the existing water main located at the future intersection of W. Warwick Way and S. Cambridge Drive of the Subdivision. The City shall reimburse to the Subdivider the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer. The City also agrees to enter into an agreement with the Subdivider which may reimburse to the Subdivider the cost of the non-oversize portion of the installation based upon the collection of the pro-rated cost for such abutting property owners that connect to the water main on W. Warwick Way and S. Cambridge Drive installed by the Subdivider. The pro-ration shall be upon a front foot basis. Such non-oversize cost reimbursement shall only be made by the City to the Subdivider upon the City's receipt of such pro-rated costs from an abutting property owner within ten years from the final acceptance of the installation by the City Engineer. Such non-oversize cost reimbursement shall not include interest, shall not be made after the expiration of the aforesaid ten years and shall in no way be guaranteed by or be an obligation of the City other than to pay to the Subdivider such pro-rated costs if received as aforesaid.
11. Prior to commencing any land disturbance, the Subdivider shall employ a forestry expert approved by the Environmental Commission to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Environmental Commission, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.
12. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
13. The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association.
14. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
15. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.

16. **Construction Requirements:**
- a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from S. 92nd St.
17. The Subdivider shall provide for the connection to the existing water main, storm water, and sanitary utilities and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
[OAKES ESTATES SUBDIVISION]

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets: Construction Materials Asphalt Aggregate Concrete Cross Section	CITY OF FRANKLIN CITY OF FRANKLIN CITY OF FRANKLIN CITY OF FRANKLIN CITY OF FRANKLIN

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>SM</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">06/02/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A FINAL PLAT FOR OAKES ESTATES SUBDIVISION (AT APPROXIMATELY SOUTH 92ND STREET AND WEST WOELFEL ROAD) (MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES ESTATES LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 11.</i></p>

City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a Final Plat for Oakes Estates subdivision (at approximately South 92nd Street and West Woelfel Road) (Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, applicant), subject to technical corrections by the City Attorney.

The applicant submitted a conservation easement for Common Council approval to comply with condition No. 17 of the Final Plat Resolution No. 2020-7612:

The applicant shall submit a written conservation easement, for City staff review and Common Council approval. The conservation easement shall be recorded with the Milwaukee County Register of Deeds Office concurrently with recording of the Final Plat.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a Final Plat for Oakes Estates subdivision (at approximately South 92nd Street and West Woelfel Road) (Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, applicant), subject to technical corrections by the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A
FINAL PLAT FOR OAKES ESTATES SUBDIVISION (AT APPROXIMATELY SOUTH
92ND STREET AND WEST WOELFEL ROAD) (MAXWELL J. OAKES AND DANIEL
D. OAKES-OAKES ESTATES LLC, APPLICANT)

WHEREAS, the Common Council having approved a Final Plat upon the application of Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, on April 6, 2020, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands, wetland buffers and setbacks, on the site; and

WHEREAS, §15-7.0603.B of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Final Plat review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Final Plat; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, in the form and content as annexed hereto, be and the same is hereby approved, subject to technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT
MAXWELL J. OAKES AND DANIEL D. OAKES - OAKES ESTATES LLC
RESOLUTION NO. 2020- _____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

OAKES ESTATES SUBDIVISION

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Maxwell Oakes of Oakes Estates, LLC a Limited Liability Corporation, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, West ½ of the Northeast ¼ of Section 29, Township 5 North, Range 21 East, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, wetland buffers, wetland setbacks, and wetlands as depicted on Exhibit B, and referred to in the Natural Resource Investigation by TRC Environmental Corporation, dated March 29, 2019, with all applicable revision dates (dated June 2, 2019), which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a "holder", as contemplated by §700 40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62 23 and §236 45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas, and

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

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

WHEREAS, Citizen's Bank, mortgagee of the Protected Property ("Mortgagee"), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent"

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

Grantee's rights hereunder shall consist solely of the following

- 1 To view the protected property in its natural, scenic, and open condition,
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act, and
- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant
- 4 The West Shore Pipeline Easement extending through the Conservation Easement area as depicted on Exhibit B shall remain in affect and allowed access and disturbances per the terms of that easement agreement is allowed without any further approvals by the City As an essential service, any permitted disturbance of the Conservation Easement area

EXHIBIT "A"

Conservation Easement Legal Description for Outlot 2:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Begin at the Southwest corner of Outlot 2 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 2020 as Document No. _____; thence N00°03'00"W, 66.18 feet along the West line of said Outlot 2 to the Northwest corner of said Outlot 2; thence N47°59'05"E, 58.21 feet along the North line of said Outlot 2; thence N74°54'38"E, 62.15 feet along said North line; thence N87°14'24"E, 119.05 feet along said North line; thence N32°47'16"E, 40.47 feet along said North line; thence N62°45'08"E, 32.88 feet along said North line; thence S87°17'06"E, 54.47 feet along said North line to the Northeast corner of said Outlot 2; thence S20°13'30"E, 88.19 feet along the East line of said Outlot 2; thence S69°52'29"E, 22.65 feet along said East line; thence S07°12'56"E, 73.80 feet along said East line to the Southeast corner of said Outlot 2, thence S88°35'21"W, 391.81 feet along the South line of said Outlot 2 and said Subdivision to the Point of Beginning. Containing 59,202 square feet or 1.359 acres.

Conservation Easement Legal Description for Outlot 3.

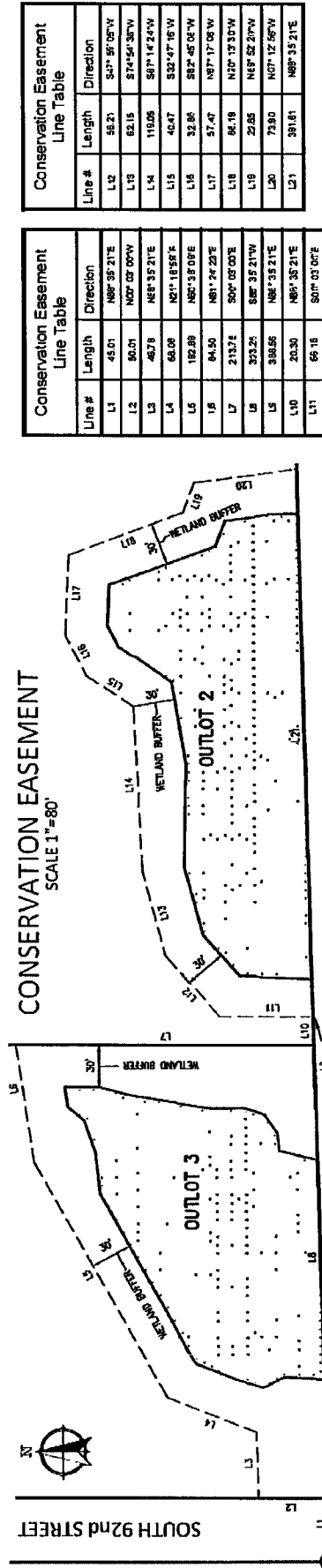
Part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee County and State of Wisconsin, bounded and described as follows:

Begin at the Southwest corner of Outlot 3 of the Oakes Estates Subdivision, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 2020 as Document No. _____; thence N00°03'00"W, 50.01 feet along the East right of way line of South 92nd Street to the Northwest corner of said Outlot 3; thence N88°35'21"E, 46.78 feet along the North line of said Outlot 3; thence N21°18'59"E, 68.08 feet along said North line; thence N60°38'09"E, 192.69 feet along said North line; thence N81°24'23"E, 84.50 feet along said North line to the Northeast corner of said Outlot 3; thence S00°03'00"E, 213.75 feet along the East line of said Outlot 3 to the Southeast corner of said Outlot; thence S88°35'21"W, 323.25 feet along the South line of said Outlot 3 and said Subdivision to the Point of Beginning. Containing 56,837 square feet or 1.305 acres.

CONSERVATION EASEMENT RESTRICTIONS

The following is not allowed within the Conservation Easements area without the written consent from the City of Franklin

- A Construct or place buildings or any structures
- B Construct or make any improvements, unless specifically approved by the Common Council, including, but not limited to animal and bird feeding stations, park benches, removal of animal or other blockage of natural drainage, and the like
- C Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including and cutting or removal of vegetation, except for the removal of dead or diseased trees.
- D Conduct any filling, dumping, or depositing of any material.
- E Plant any vegetation not native to the protected property or not typical wetland vegetation
- F Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.



Conservation Easement Line Table		
Line #	Length	Direction
L1	45.01	N89°59'21"E
L2	86.01	N07°03'00"W
L3	46.28	N89°33'21"E
L4	66.08	N21°18'59"E
L5	162.88	N20°33'08"E
L6	84.50	N81°24'23"E
L7	213.21	S00°05'00"E
L8	372.26	S88°35'21"W
L9	336.56	N88°33'21"E
L10	20.30	N89°33'21"E
L11	66.18	S01°03'00"E

Conservation Easement Line Table		
Line #	Length	Direction
L12	56.21	S42°59'09"W
L13	62.15	S74°54'30"W
L14	119.06	S57°14'24"W
L15	46.47	S32°47'16"W
L16	32.86	S82°45'08"W
L17	57.47	N87°17'09"W
L18	66.19	N20°13'30"W
L19	29.65	N89°02'30"W
L20	73.80	N07°12'56"W
L21	391.61	N89°33'21"E

2014 REC 5-1-14
 1/4" = 80'

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APPROVAL <i>slu</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 2, 2020
REPORTS & RECOMMENDATIONS	AUTHORIZE ANCILLARY WORK TO AMERICAN TRANSMISSION COMPANY AND TERRACON CONSULTANTS, INC. FOR PROJECTS IN TAX INCREMENT DISTRICT NO. 4	ITEM NUMBER <i>312.</i>

BACKGROUND

Construction of the S. Hickory Street Corridor Utility Improvements is progressing and construction is expected to be completed by September 2020. This project is located in Tax Increment District No. 4 (TID 4). TID 4 is a TID in the southeast corner of the City (area bounded by S. 27th Street, W. Oakwood Road, and W. South County Line Road and west of the W. Elm Road terminus). This project- not to be confused with the pump station, is being constructed by Super Excavators, Inc.

On April 21, 2020, Common Council authorized Staff to solicit bids for the demolition of an abandoned home at 3548 W. County Line Road. An asbestos inspection must be performed for contractors to quote a price for the work. It is anticipated that quotes will be authorized by Common Council at the June 16 meeting.

There are yet-to-be-determined costs associated with these TID projects that will require authorization to ensure that 1) construction of the utility corridor project proceeds without interruption and 2) TID expenditures meet the statutory expenditure period ending June 21, 2020.

ANALYSIS

Issue 1 Impacts to American Transmission Company (ATC). Super Excavators contacted ATC to let them know they would be installing the sanitary sewer under the overhead transmission wires. ATC told Super Excavators that the equipment Super Excavators will use to dig the deep sanitary sewer trench will encroach within the 20-foot radial safety buffer around the lowest conductor wire located on the lattice towers. Super Excavators indicated their company has encountered this before and would normally bench down to create a lower working surface for their equipment avoiding the conflict. However, Super Excavators cannot do that in this case because of a conflict with an underground fiber optic line buried within the same corridor.

Therefore, ATC will need to de-energize the lowest conductor wire for the two days that it will take Super Excavators to safely pass through the corridor. Since the ATC easement existed before the City purchased the Hickory Street right-of-way, ATC has indicated they will charge a fee for the temporary outage. The cost is approximately between \$5,000 and \$8,000, depending upon how long the wire needs to be de-energized. The exact cost will not be known until after the temporary outage is over. The temporary outage is scheduled for June 9th and June 10th. Super Excavators has confirmed that a temporary outage will not be necessary when they install the water main and the dual force main through the same easement because the equipment needed to dig the shallower trenches is small enough to avoid encroachment of the safety buffer.

ATC is preparing an agreement document approving the temporary outage. ATC has indicated they will require upfront payment of the fee and refund any unused amount after the temporary outage is over. The agreement will indicate the prepayment amount. This agreement may/may not be ready for the June 2 Common Council meeting.

Issue 2. Asbestos investigation for the demolition of the house and ancillary structures at 3548 W. South County Line Road. Upon research of the specifications to demolish the house, it appears that the cost will be below \$25,000. Therefore, this project does not need to be public bid- quotes are expected to be

at the next common council for authorization. However, because the site was an active farming operation, it must be inspected for asbestos. Terracon is performing inspection activities for the utility improvements and has a certified asbestos inspector. Terracon is concerned that the house and potentially other structures are unsafe to enter to perform the inspection. Terracon has discussed with Wisconsin DNR on a plan to “do what they can safely” and then be present when our contractor starts collapsing the structures. Terracon would have authority to tell the contractor what to do if unanticipated asbestos is found.

Terracon found photos that they took of the property in 2018 during the Phase I ESA they did as the potential industrial park development. They went into the residence basement and first floor at that time, so we are going to assume those areas are still structurally sound. The 2nd floor is a whole other issue. The most important items to look for when it comes to ACM is HVAC insulation and similar, so they feel confident they can evaluate/sample for that since it seems they can access the basement and get to the furnace stuff, etc.

Considering what is known at this time, Terracon anticipates that the work will entail approximately \$7,500 of time-and-material efforts.

OPTIONS

- A. Authorize Staff to make payment to ATC for ancillary work on the S. Hickory Street Corridor Utility Project.
- B. Authorize Terracon to proceed with asbestos investigation for farmhouse and ancillary structures at 3548 W. South County Line Road.
- C. Refer back to Staff with further direction.

FISCAL NOTE

There are ample funds in the TID 4 budget since the Elm Road construction project was removed from this TID.

COUNCIL ACTION REQUESTED

(OPTIONS A&B) Authorize Staff to make payment of up to \$10,000 to ATC for ancillary work on the S. Hickory Street Corridor Utility Project and authorize Terracon Consultants, Inc. up to \$10,000 to perform asbestos inspection work for farmhouse and ancillary structures at 3548 W. South County Line Road.

**3548 COUNTY LINE ROAD
STRUCTURES**

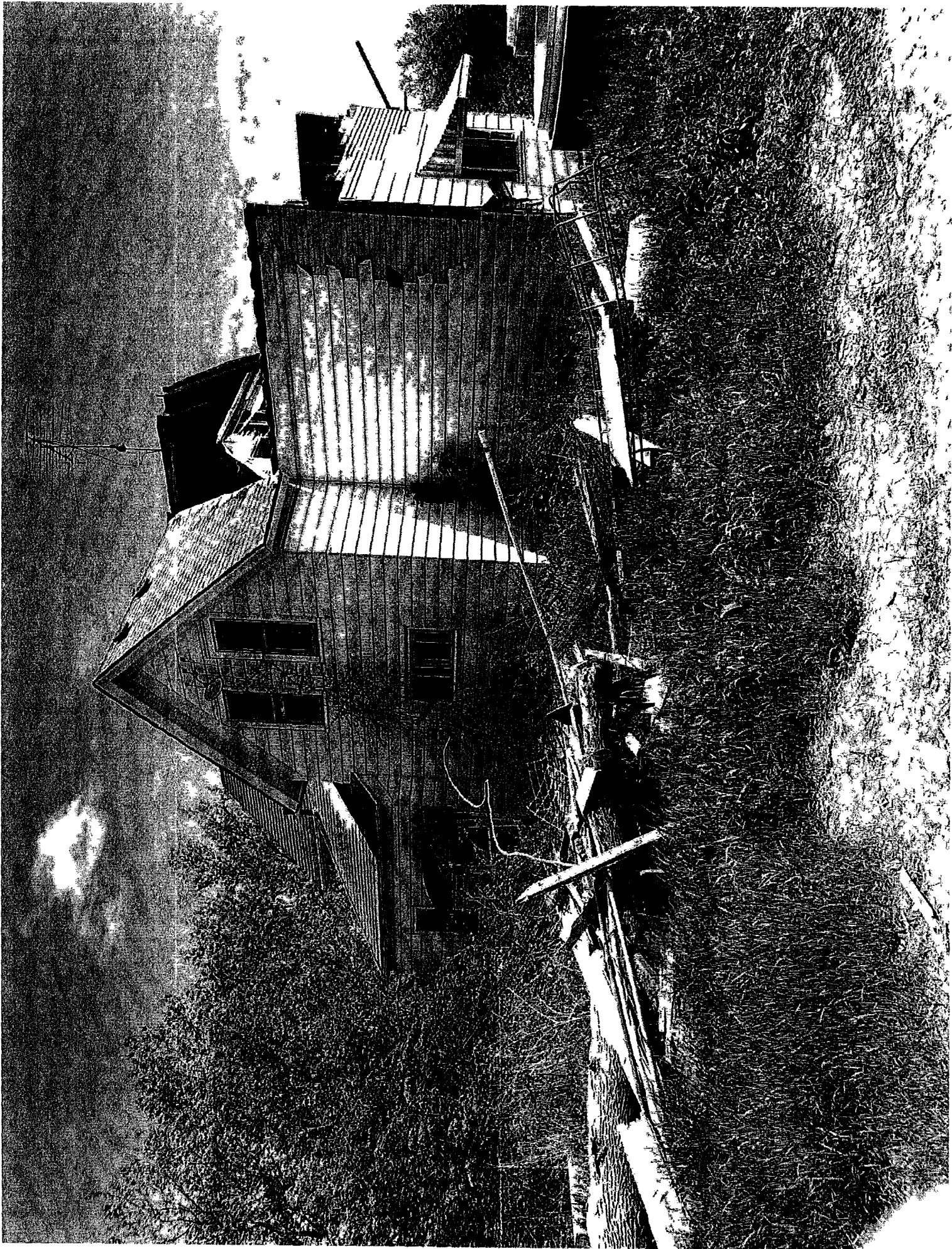
#1 – 30' x 40' House 2 story (wood and stone)

#2 – 20' x 20' Outbuilding (wood)

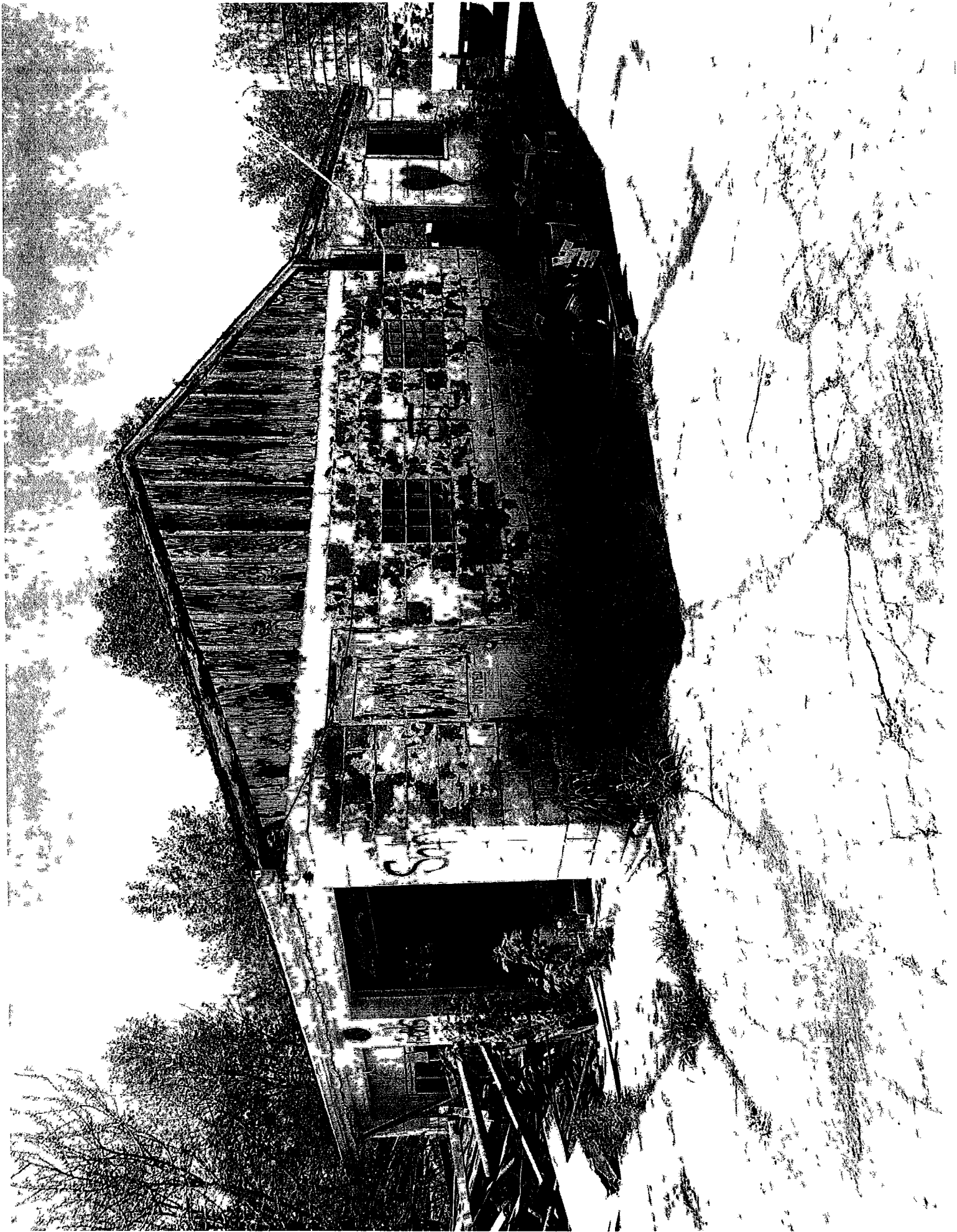
#3 – 30' x 40' Garage (concrete block and wood)

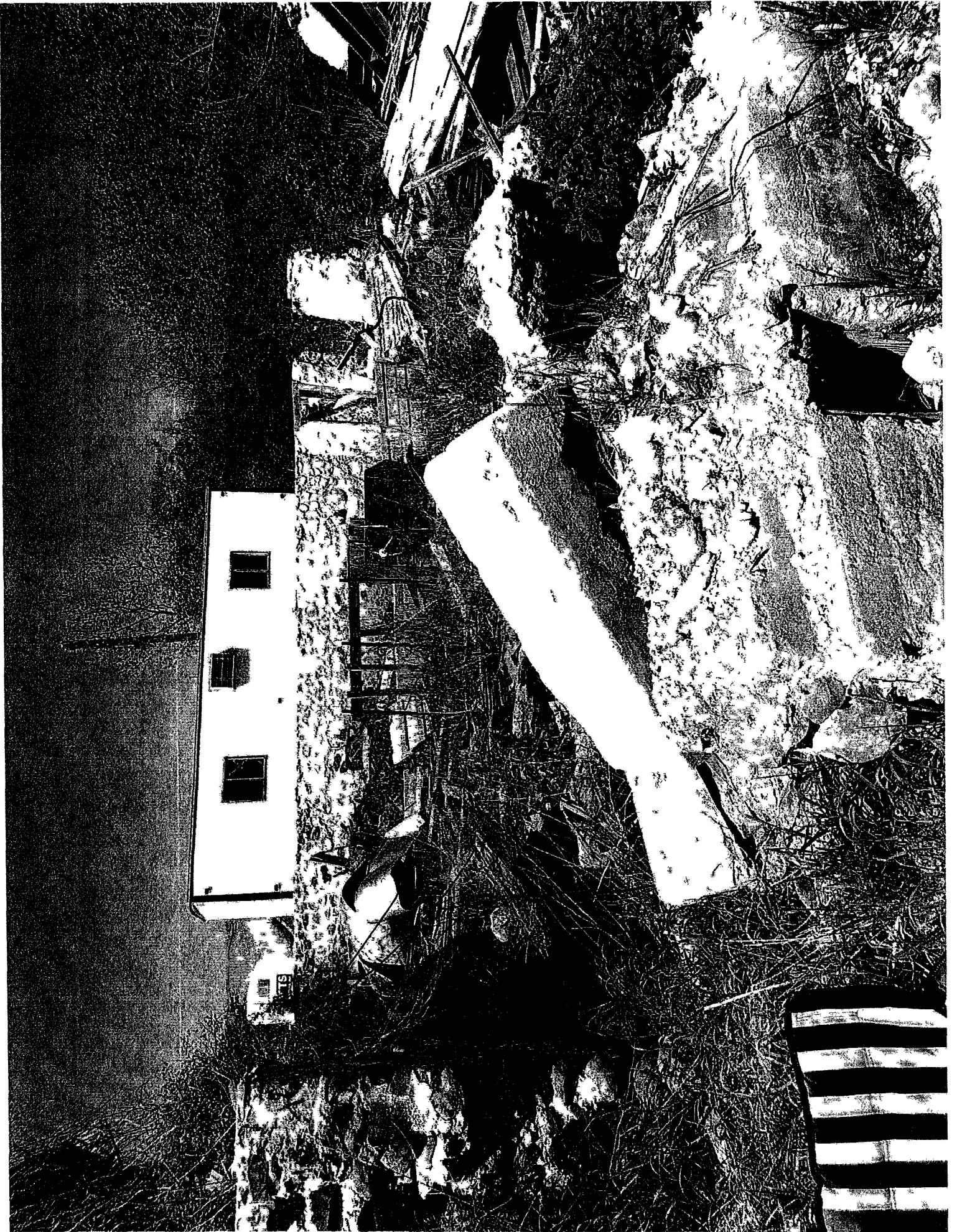
#4 – 40' x 60' Stone Foundation (stone)

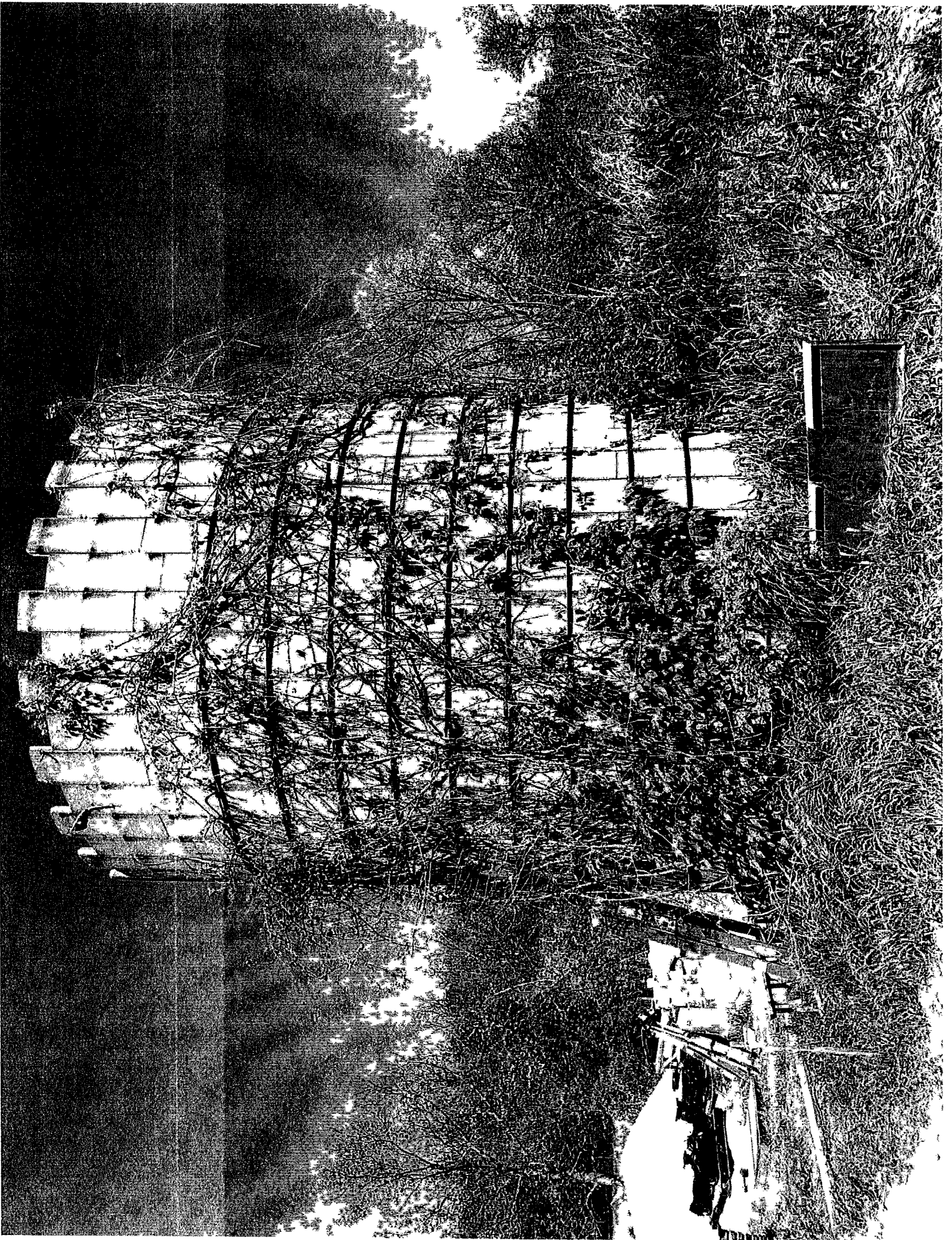
#5 – 20' Diameter Silo (concrete)











<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE June 2, 2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Resolution 2020-xxxx Declaring the City of Franklin's Official Intent to Reimburse an Expenditure with Proceeds of a Borrowing or Borrowings Authorized by the City in 2020</p>	<p>ITEM NUMBER <i>61/8.</i></p>

Background

On January 21, 2020 the Common Council authorized a several contracts for water and sanitary sewer infrastructure improvement in the future business park located in Tax Increment District No 4 along S 27th Street and S County Line Road.

Tax Increment District No 4 requires some General Obligation Debt financing to provide resources for the project.

Internal Revenue Regulation Section 1.150-2 requires the City to Declare its Official Intent to reimburse itself from proceeds of Tax-Exempt Debt to retain tax favored status for the Obligations to the purchasers and use the proceeds for expenditures incurred prior to the sale of such debt.

Analysis

Recently, Super Excavators, Inc. provided draw schedule estimates that require \$3,608,000 of draws after June 1, 2020 related to the January 21, 2020 contract. No draws have been taken as yet by Staab Construction or Ruekert Mielke, who were each also awarded contracts related to the infrastructure within the District.

The Director of Finance & Treasurer has initiated discussion with the City Financial Advisor, Ehlers & Associates for the need of additional City debt obligations in 2020 as included in the Adopted 2020 Budget.

Recommendation

The Director of Finance & Treasurer recommends the Common Council adopt the DRAFT Resolution attached that Declares the City's intent to reimburse itself from a debt offering later this year to complete the requirements of IRS Regulation 1.150-2.

COUNCIL ACTION REQUESTED

Motion adopting A Resolution 2020-xxxx A Resolution to Declare Official Intent to Reimburse an Expenditure with Proceeds of a Borrowing or Borrowings

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020-_____

A RESOLUTION TO DECLARE OFFICIAL INTENT TO REIMBURSE AN EXPENDITURE
WITH PROCEEDS OF A BORROWING OR BORROWINGS

WHEREAS, the City of Franklin created Tax Increment District No 4 in June, 2005; and

WHEREAS, the expenditure period for District No 4 expires in June, 2020; and

WHEREAS, the Common Council desires to construct water and sanitary sewer infrastructure in a future business park located within Tax Increment District No 4 as contemplated in the Project Plan for the District; and

WHEREAS, the District has available increment to finance infrastructure project costs with either available tax increment currently on hand or reasonably estimated future tax increment prior to the mandatory closure of the District under State Statutes; and

WHEREAS, the Common Council authorized a contract with Super Excavators in January, 2020 in the amount of \$4,058,768 to construct certain infrastructure within the District; and

WHEREAS, the Common Council authorized a contract with Staab Construction in January, 2020 in the amount of \$867,000 related to sanitary sewer infrastructure within the District; and

WHEREAS, the Common Council authorized a contract with Ruekert Mielke in January, 2020 in the amount of \$413,750 related to project management and construction contract administration related to the infrastructure within the District; and

WHEREAS, the City will require General Obligation Debt to finance a portion of the construction contracts; and

WHEREAS, Internal Revenue Code requires a City to declare its intent to reimburse itself from the proceeds of such Tax-Exempt Obligations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin of its Official Intent to reimburse an expenditure with proceeds of a Tax Exempt Obligation issued by the City in 2020 or as soon thereafter as market conditions permit.

Introduced at a regular meeting of the Common Council of the City of Franklin this ___th day of ____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ___th day of ____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>slu</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 2, 2020
REPORTS & RECOMMENDATIONS	RESOLUTION FOR CHANGE ORDER NO. 1 FOR THE GREEN SOLUTIONS FUNDING AGREEMENT M03076 (36 TH STREET BIOFILTER) WITH THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	ITEM NUMBER <i>6.14.</i>

BACKGROUND

Although discussed at length, in 2019, the final audit of the 36th Street Biofilter (part of the work in Rawson Homes Neighborhood) noted that Milwaukee Metropolitan Sewerage District (MMSD) did not initiate a formal change order with the City. Enclosed is that change order that increased reimbursement from \$171,858 to \$435,000.

ANALYSIS

The project is complete. A final invoice with supporting documentation has been submitted to MMSD and this is an issue that was noted in MMSD's final audit of the project.

OPTIONS

- A. Authorize Change Order No. 1 with MMSD.
- B. Refer back to Staff with further direction.

FISCAL NOTE

The 2019 budget provided the appropriations for the Biofilter project and anticipated an equal resource from MMSD by way of a grant. The funds were expended, however, the grant has not yet been received. Once the grant funds are received, they will become a 2020 resource into the Capital Improvement Fund. Those grant resources will restore the Capital Improvement Fund balance to a level that existed prior to the Biofilter project initiation.

COUNCIL ACTION REQUESTED

(OPTION A) authorize Resolution 2020-_____, a resolution to execute Change Order No. 1 for the Green Solutions Funding Agreement M03076 (36th Street Biofilter) with the Milwaukee Metropolitan Sewerage District.

RESOLUTION NO. 2020 -

**RESOLUTION FOR CHANGE ORDER NO. 1 FOR THE GREEN SOLUTIONS
FUNDING AGREEMENT M03076 (36TH STREET BIOFILTER) WITH THE
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT**

WHEREAS, ON October 3, 2017, the Common Council adopted Resolution 2017-7306- a resolution authorizing MMSD funding agreement FR07 Private Property Infiltration and Inflow Reduction Agreement for \$465,830 and Green Solutions Funding Agreement M03076P53 for \$171,858; and

WHEREAS, the City solicited bids from contractors and the submitted bids were substantially higher than estimated; and

WHEREAS, the MMSD also has additional funds that Franklin may access to address green solutions.

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 execute Change Order No. 1 for the Green Solutions Funding Agreement M03076 (36th Street Biofilter) with the Milwaukee Metropolitan Sewerage District.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2020, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

GEM/db

Green Solutions Funding Agreement M03076P53

36th Street Biofilter

Change Order One

This Change Order One is to Green Solutions Funding Agreement M03076 between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of Franklin (Franklin), 9295 West Loomis Road, Franklin, Wisconsin 53132.

The District and Franklin amend **Section 2 District Funding** to increase the reimbursement amount from \$171,858 to \$435,000, an increase of \$263,142.

2. District Funding

The District will reimburse Franklin for the cost of the project described in the attached project description (Project), up to \$435,000. The District will provide funding after the District receives the Baseline Report and the Conservation Easement.

The District and Franklin amend the **Project Schedule** to extend the completion of construction date from December 31, 2017, to October 31, 2019.

Schedule

Design will begin shortly after District funding approval. Franklin will commence construction approximately two months after the start of design and complete construction before October 31, 2019.

Signatures on Next Page

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF FRANKLIN

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Stephen R. Olson
Mayor

Date: _____

Date: _____

Approved as to Form

By: _____

Attorney for the District

By: _____

Sandra L. Wesolowski
City Clerk

By: _____

Paul Rotzenberg
Director of Finance & Treasurer

By: _____

Jesse A. Wesolowski
City Attorney

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 2, 2020
REPORTS & RECOMMENDATIONS	Report on Expenditures related to the COVID-19 Public Health Emergency thru May 27, 2020	ITEM NUMBER <i>601</i>

Background

On March 17, 2020 the Common Council authorized spending up to \$250,000 in response to the COVID-19 Public Health Emergency.

Thru May 27, 2020, the City has spent \$129,453 (up from \$120,885 two weeks earlier) of Labor funds, \$38,559 (up from \$38,241 two weeks earlier) in operating costs (principally \$10,000 in extra postage for absentee ballots), and \$11,587 on equipment (with an additional \$5,596 on order). Details of the expenditures are:

	May 14	May 27
Elections	13,878	13,878
Info Systems	846	846
Admin – postage	10,000	10,000
Finance	55	128
Muni Buildings	647	647
Police	2,407	2,652
Fire	2,513	2,513
Highway	5,645	5,645
Parks	2,251	2,251
Total	38,241	38,559

Total expenditures and encumbrances are \$185,195 (up from \$176,309 on May 14).

The FEMA grant will potentially cover overtime costs, which total \$72,979 currently (up from \$67,433 last report). Very little else of these funds are recoverable under the COVID-19 FEMA grant, as they don't meet the requirements of the grant.

In addition, it appears that certain city resources are going to be negatively impacted, specifically, ambulance revenues are down \$72,000 from a year ago at the end of April, hotel tax receipts will be down, as the major hotels have been effectively shut down, Fines/Forfeitures are down \$37,506 from 2019 thru April 30, investment income on reduced interest rates (estimated to reduce annual revenues by \$80,000), the school liaison officer – approximately \$22,000 (with the school closed – the officer was not needed), and landfill siting revenues. These amounts total \$211,000 so far. It is too early to understand the total revenue shortfalls, but clearly there will be some sizable amounts.

COUNCIL ACTION REQUESTED

Information Only – no action requested.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 2, 2020
Reports & Recommendations	AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2020-2021 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A NOT-TO-EXCEED FEE OF \$10,500	ITEM NO. <i>G. O.</i>

BACKGROUND

On December 17, 2019, the Common Council authorized Resolution 2019-7569 a resolution authorizing the City to execute a contract for professional services with Root-Pike Watershed Initiative Network (Root-Pike WIN) for information and education program for meeting the 2020-2021 Department of Natural Resources storm water permit requirements for a not to exceed fee of \$10,500 with the condition that staff work toward a presentation by Root-Pike WIN before the Environmental Commission. Staff has been working with Root-Pike WIN to execute the contract but were unable to get acceptable insurance requirements. Root-Pike WIN has recently resubmitted a proposed contract with the following changes for consideration:

- 1) Insurance (page 13): Professional and Umbrella Coverage was removed – this was a typo as these coverages are not necessary/relevant to the small events we staff and coordinate. Our General Liability insurance would cover events where we exhibit. This coverage is mainly to cover an accident related to the 10x10 pop-up tent.
- 2) New Address: Please note we moved to the UW-Parkside campus in January. The new contact information replaced the old address.

ANALYSIS

Staff finds these changes appropriate.

The City does not need to rescind, revise, or reapprove the resolution.

OPTIONS

- A. Authorize the revised contract with Root-Pike WIN with the modifications; or
- B. Provide further direction to staff.

FISCAL NOTE

There is \$5,250 allocated in the 2020 highway budget for this work. Note that this is a two year contract so the balance will be for the 2021 budget.

RECOMMENDATIONS

(Option A) Motion to authoriz the City to execute a contract for professional services with Root-Pike WIN for information and education program for meeting the 2020-2021 Department of Natural Resources storm water permit requirements for a not to exceed fee of \$10,500.

Engineering Department: GEM



Restoring, Protecting and Sustaining the Root-Pike Basin

November 4, 2019

Glen Morrow, P.E.
City Engineer – City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

RE: STORMWATER PERMIT REQUIREMENTS FOR COMMUNICATIONS AND OUTREACH

Dear Glen,

After ten years of support for the *Respect Our Waters* stormwater education and outreach program, the Department of Natural Resources has decided not to renew funding of the program through their UNPS Surface Water Management Grant program. The criteria changed from previous years and now supports more stormwater planning programs and was weighted heavier on municipalities outside of SE Wisconsin and/or in watersheds with Total Maximum Daily Load (TMDL) restrictions.

While this news is very disappointing, Root-Pike Watershed Initiative Network (WIN) has a plan to continue servicing your municipality's stormwater outreach requirements at the same 2018-2019 contract rates.

In the following pages, you will find a report on the value Root-Pike WIN has provided, the ways in which our services help you meet the DNR's specific requirements, and a two-year contract that renews your relationship with Root-Pike WIN. **Should you decide NOT to renew your contract directly with Root-Pike WIN, your municipality will be responsible for meeting these requirements on your own.**

While the DNR's funding made it possible to do expansive communications, Root-Pike WIN can continue to offer your municipality a high-level of service at very competitive rates. We are mission-driven, so we not only do this work at not-for-profit rates, we do it with a passion for clean water.

For more than 25 years, we have been part of this community and for that we are thankful. No other 501(c)3 is dedicated to restoring, protecting and sustaining the rivers in SE Wisconsin with DNR/EPA-approved watershed restoration plans. **The deadline for renewal with Root-Pike WIN is December 15, 2019.** Please reach out to me with any questions or concerns. We hope you will continue to entrust in Root-Pike WIN for your stormwater education and outreach needs.

Very Sincerely,

Dave Giordano
Executive Director
262-898-2055



Restoring, Protecting and Sustaining the Root-Pike Basin

HISTORY

Root-Pike WIN founded the *Respect Our Waters* program in 2009 as a way for municipalities to provide stormwater education and outreach to residents, and municipal leaders and staff in an efficient and cost-effective manner. The *Respect Our Waters* program educates residents through informational mailers, social media, emails and events through a collective of municipalities who share the cost of the program. The program is designed to change homeowner habitats related to water quality while realizing economies of scale with regard to the development and management of the program. The Southeastern Wisconsin Clean Water Network (SWCWN) works with municipal leadership and their technical experts to implement best practices for improving the quality of stormwater runoff and reducing flooding. Root-Pike WIN also advances projects and programs in our DNR/EPA-approved Nine Key Element watershed restoration plans, by working with SWCWN members. This public-private partnership is a win/win for both Root-Pike WIN and SWCWN members as projects in these plans measurably reduce flooding, increase water quality, improve native habitats, and ultimately create more places in your municipality where people want to be. Below is a recap of the 2018 program:

Respect Our Waters

The *Respect Our Waters* program helps us achieve a key Education and Public Outreach recommendation in our Watershed Restoration Plans. Last year, our *Respect Our Waters* program reached more than 218,000 residents in Southeastern Wisconsin. Leaf and yard waste management mailers were sent to 85,000 residents and road salt usage mailer sent to 80,000 residents. We also launched 12 Facebook campaigns reaching 218,000 people with nearly 500 comments on topics like road salt, pet waste and E.coli. Our traditional outreach included 24 events in 15 municipalities to help raise awareness by way of *Sparkles the Water Spaniel*, our gregarious water quality mascot.

Southeastern Wisconsin Clean Water Network

Part of *Respect Our Waters*, the Southeastern Wisconsin Clean Water Network is made up of 21 municipalities plus the UW-Parkside. The goal of the program is to bring stormwater runoff pollution awareness and best management practices to these stormwater permit holders' residents. We held four events for our Southeastern Wisconsin Clean Water Network members to educate them on innovative solutions to stormwater issues at the municipal level. Topics covered natural treatment systems, leaf collection programs, watershed restoration plan projects, and greenspace naturalization techniques at Myers Park in the City of Racine.



Restoring, Protecting and Sustaining the Root-Pike Basin

MEETING PERMIT REQUIREMENTS

Root-Pike WIN has been working with municipalities to meet storm water discharge permit requirements with a turnkey communications programs funded by a cooperative made up of each municipality and the Department of Natural Resources. The following excerpts that pertain to our services are found in the State of Wisconsin's N R. 216 storm water discharge permit requirements

"NR 216.07 Permit requirements. The department shall issue permits using the information provided by the applicant and other pertinent information when developing permit conditions. Permits shall, at a minimum, require all of the following:

(1) Public education and outreach.

(a) A public education and outreach program to distribute materials to the public or conduct equivalent public outreach to increase awareness of storm water impacts on waters of the state. The program shall at a minimum be designed to achieve all of the following:

- 1. Promote detection and elimination of illicit discharges or water quality impacts associated with discharges from municipal separate storm sewer systems.*
- 2. Inform and educate the public to facilitate the proper management of materials and encourage the public to change their behavior that may cause storm water pollution from sources including automobiles, pets, household hazardous waste and household practices.*
- 3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.*
- 4. Promote the management of stream banks and shorelines by riparian landowners to minimize erosion, and restore and enhance the ecological values of the waterway.*
- 5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks.*

(b) A program that includes elements to achieve all of the following.

- 1. Inform and educate those responsible for the design, installation or maintenance of construction site erosion control and storm water management practices on how to design, install and maintain the practices.*
- 2. Target businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences such as lawn care companies and restaurants on methods of storm water pollution prevention.*
- 3. Promote environmentally sensitive land development designs by developers and designers.*

Note. The public education and outreach program should be tailored, using a mix of locally appropriate strategies to educate the general public and target specific audiences likely to have significant storm water impacts."



Restoring, Protecting and Sustaining the Root-Pike Basin

Contract for Professional Services

Information & Education Program for Meeting the Department of Natural Resources Storm Water Permit Requirements

January 1, 2020-December 31, 2021

Provided by: Root-Pike Watershed Initiative Network



Restoring, Protecting and Sustaining the Root-Pike Basin

PART I: SERVICES

A. PROGRAM Description

1. The service contract is dated January 1, 2020, and is between Root-Pike Watershed Initiative Network, Inc. (hereinafter referred to as the “Contractor”) and the **City of Franklin** (hereinafter referred to as the “Client”). The Contractor will provide services to coordinate and execute a two-year public outreach, education and public participation project for the Client on behalf of Root River, Pike River, Pike Creek, Oak Creek, Wind Point and the Upper Des Plaines watersheds in fulfilling the Information and Education requirements of their State of Wisconsin issued stormwater discharge permits (Wis. Admin. Code, Chapter NR 216). The PROGRAM will continue to be known as *Respect Our Waters* (hereinafter referred to as the “PROGRAM”).
2. The PROGRAM has the following objectives during the term of this contract, per the NR 216 requirements:
 - NR 216.07(1)(b)1. Inform and educate those responsible for the design, installation or maintenance of construction site erosion control and storm water management practices on how to design, install and maintain the practices.
 - NR 216.07(1)(a)2. Inform and educate the public to facilitate the proper management of materials and encourage the public to change their behavior that may cause storm water pollution from sources including automobiles, pets, household hazardous waste and household practices;
 - NR 216.07(1)(a)3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides;
 - NR 216.07(1)(a)4. Promote the management of stream banks and shorelines by riparian landowners to minimize erosion, and restore and enhance the ecological values of the waterway;
 - NR 216.07(1)(a)5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks;
3. The PROGRAM may address the following requirements should the opportunity arise:
 - NR 216.07(1)(a)1. Promote detection and elimination of illicit discharges or water quality impacts associated with discharges from municipal separate storm sewer systems;
 - NR 216.07(1)(b)2. Target businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences such as lawn care companies and restaurants on methods of storm water pollution prevention;
 - NR 216.07(1)(b)3. Promote environmentally sensitive land development designs by developers and designers.



Restoring, Protecting and Sustaining the Root-Pike Basin

B. Scope

Target Audience: Based on the results from the 2010 and 2016 household surveys administered under this PROGRAM, the Contractor will target the ‘homeowner families with children’ demographic who live in the geographic area served by the Client and perform their own yard work, wash their cars, and walk their dogs. The Contractor will also target specific sub-watershed units if they are defined in one of our EPA/DNR-approved Nine Key Element Watershed Restoration Plans as a pollutant “hotspot”.

Message: The Contractor, and originator of the Respect Our Waters PROGRAM, will continue the *Respect Our Waters* (also known as “ROW”) campaign featuring *Sparkles the Water Spaniel* and the main slogan of “Clean water is a matter of proper training!” Ten television advertisements were created for the campaigns between 2012 and 2014 (three :15 spots and seven :30 spots) focusing on managing pet waste, yard waste, lawn chemicals, leaky car chemicals, rain barrels, rain gardens, and illicit dumping into storm sewers. Since they are still relevant and effective, the 2020-2021 campaign will use these same advertisement videos, available on the campaign website and YouTube channel. All other outreach activities, as outlined in the scope of work below, will use similar messaging to meet objectives described in section A.3. of this contract. The Contractor will also use the data, conclusions and recommendations in our three, EPA/DNR-approved Nine Key Element Watershed Restoration Plans for education and outreach to a variety of audiences with targeted messaging.

1. Community Outreach Events

Goal: Participate in at least one event in your municipality to promulgate the *Respect Our Waters* campaign.

Deliverable: The Contractor will participate in a minimum of one community event over the course of the 2020-2021 contract period for the Respect Our Waters campaign. The Contractor will engage event attendees using a stormwater runoff model demonstration, engaging displays, children’s games and activities, and numerous free giveaway publications and other items. The Contractor will provide all the necessary components to complete this part of the program by coordinating and staffing the events, supplying the materials and equipment already in the Contractors possession. This also covers travel costs and insurance. The events satisfy:

- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions



Restoring, Protecting and Sustaining the Root-Pike Basin

2. Storm Water “Hot Spots” Targeting

Goal: Reduce pollution numbers for total suspended solids, chlorides phosphorus, *E. coli* and nitrogen via targeted outreach to residents in a specific Nine Element Plan-identified pollutant hotspot area in each member municipality. Reduce pollution numbers for phosphorus, *E. coli* and nitrogen.

Deliverable: The Contractor will raise awareness of hotspot issues and provide solutions to residents using targeted outreach in the form of mailings and in-person contact. The Contractor will use the EPA/DNR-approved Nine Key Element Watershed Restoration Plans as the default guide for outreach and solutions. The Contractor will adapt the messaging as necessary where a Nine Key Element plan does not exist or cover a specific runoff pollutant issue. The Contractor will work to bring awareness and action to issue and may work with The Client and/or landowner to resolve the issue as part of physical project under a separate contract/project. This outreach satisfies:

- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions

3. Public Awareness Communications

Goal: Promote solutions that address the critical watershed issues in local print and online publications.

Deliverable: The Contractor will create story pitches regarding the PROGRAM that get published in print and online to audiences using more targeted local media (newspapers, community magazines, and municipal sites, etc.). This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction erosion control
- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions

4. Social Media Communications

Goal: Bring awareness to urban watershed issues and solutions for homeowners through ongoing mass communications.

Deliverable: The Contractor will develop content, create website updates and implement social media posts. This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction erosion control
- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions



Restoring, Protecting and Sustaining the Root-Pike Basin

5. Construction Site Erosion Prevention

Goal: Communicate the importance of erosion control practices to local construction companies by working with field staff and leadership.

Deliverable: The contractor will identify and communicate with construction leaders about the importance of erosion control during rain events. This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction sites



Restoring, Protecting and Sustaining the Root-Pike Basin

C. PROGRAM Budget

	Franklin
INCOME	
2018-2019 Local Share	\$10,500
2020-2021 Budget	\$ 10,500
EXPENSES	
1) Outreach Events:	3
Program staff	\$ 1,550
Part-time staff/intern	\$ 200
Materials	\$ 50
Travel	\$ 50
Subtotal Outreach Events	\$ 1,850
2) Target Nine Element Plan Hotspot	7
Communications development	\$ 2,000
GIS address capture	\$ 700
Targeted issue mailings	\$ 2,375
Subtotal Targeted Hotspots	\$ 5,075
3) News Story Pitches	3
Staff time	\$ 500
Subtotal Public Relations	\$ 500
4) Social Media	3
Content Development	\$ 800
Facebook / Twitter Promotions	\$ 1,100
Subtotal Mass Communications	\$ 1,900
5) Targeted Construction Site Erosion	3
Content Development	\$ 400
Printing and Mailing	\$ 75
Subtotal Targeted Const. Site Erosion	\$ 475
Subtotal Operational Costs	\$ 9,800
Fiscal Agent Fees	\$ 700
Total Expenses	\$ 10,500



Restoring, Protecting and Sustaining the Root-Pike Basin

D. Assumptions & Conditions

This agreement is subject to the following terms & conditions:

1. The Client agrees to make an annual payment to the Contractor to fund the PROGRAM in the dollar amount described in the Proposal and this Contract and agree to make payments no later than February 1, 2020 and February 1, 2021 unless other arrangements are made with the Client.
2. The Contractor agrees to be the fiscal agent for the duration (two years) of the PROGRAM, commencing January 1, 2020 and ending December 31, 2021 and will receive financial remuneration (built into PROGRAM budget) for its services to cover costs incurred for program management, accounting, operations, insurance and legal needs.
3. The Contractor will complete the tasks listed in the Scope between January 1, 2020 and December 31, 2021.
4. The Contractor will submit an annual report to the Client on or before January 31, 2021 and January 31, 2022.
5. Should the DNR change the education and outreach requirements of your storm water discharge permit before the term of this contract expires, The Contractor will adjust the scope, schedule and costs to meet the new requirements, and provide The Client a revised contract for approval of the new PROGRAM.

E. Team

The Contractor will provide the following personnel to provide services to the Client. If any of these persons become unavailable, the Contractor will notify and secure approval from the Client prior to replacement of such persons. Any person replacing team members shall have similar or superior qualifications. The following personnel will provide services for this PROGRAM.

- Dave Giordano, Executive Director, Root-Pike Watershed Initiative Network (primary contact)
- Allison Thielen, Office Manager, Root-Pike Watershed Initiative Network

F. Decisions

The Contractor will follow the approved budget and scope of services with input from the Client to implement the PROGRAM. Most content can be developed and implemented by the Contractor, but final content and reach decisions will be made by the Client should a dispute arise.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART II: COMPENSATION

A. Compensation

Compensation to the Contractor for services rendered January 1, 2020 through December 31, 2021 (two years) by employees working on the PROGRAM in accordance with PART I, services of the Agreement will be for a not-to-exceed fee of **\$10,500** to implement the PROGRAM over the two-year term of the contract. This fee includes salary and reimbursable items including mileage, copies, printing, postage, materials, subcontractors, promotional items and other reimbursable expenses in the PROGRAM budget directly related to the implementation of the PROGRAM, as well as financial remuneration for the Client.

B. Billing and Payment

1. The Contractor will provide a yearly accounting report of all PROGRAM expenses during the term of the contract from January 1, 2020 to December 31, 2021. The Contractor can provide standard reports from QuickBooks as needed by the Client.
2. The Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART III: CONTRACTOR STANDARD TERMS AND CONDITIONS

STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code. The Contractor, upon notice from the Client, will re-perform any non-conforming services without additional compensation. If deficiencies are not corrected in a timely manner, the Client may cause the same to be corrected and deduct costs incurred by reason of such deficiency from the Contractor's compensation.

CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on the facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Contractor and the Client. The Contractor will promptly notify the Client if any perceived changes of scope in writing and the parties shall negotiate modifications to the Agreement with input from the Wisconsin Department of Natural Resources. No payment for services beyond those described in the original scope will be authorized without a written modification to this Agreement.

DELAYS. If events beyond the control of the Contractor, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay.

TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement. If the Contractor fails to correct or cause to be corrected such failure to perform within ten (10) days of written notice by the Client, the Contractor shall be deemed to be in default of this Agreement. The Contractor will return all unused and uncommitted funds within 30 days.

REUSE OF INSTRUMENTS OF SERVICE. All reports, publications, artwork, electronic files, and other documents prepared by the Contractor as instruments of service shall remain the property of the Contractor. The Contractor shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by the Contractor for the intended purposes, shall be at the Contractor's sole risk.

VENDOR COSTS. Any opinion of vendor costs prepared by the Contractor is supplied for the general guidance only. Since the Contractor has no control over bidding or market conditions, the Contractor cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the Contractor or its clients.



Restoring, Protecting and Sustaining the Root-Pike Basin

SAFETY. The Contractor shall establish and maintain PROGRAMs and procedures for the safety of its employees. The Contractor specifically disclaims an authority or responsibility for general job safety and safety of persons other than the Contractor’s employees.

MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by written instrument signed by both parties.

INSURANCE. The Contractor shall maintain insurance coverage as described herein:

Comprehensive General Liability	\$1,000,000	occurrence/aggregate
Automobile Liability	\$1,000,000	occurrence/aggregate
Worker’s Compensation/Employers Liability	Statutory	
Professional Liability	\$1,000,000	occurrence/aggregate
Umbrella Liability	\$1,000,000	occurrence/aggregate

INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify and hold the Client harmless from and against any and all claims of any party or parties that make a demand, bring a claim, or institute a legal action allegedly arising out of the Agreement and/or the PROGRAM and the Contractor further agrees to indemnify and hold the Client harmless for any loss, liability, and damages sustained by the Contractor, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property. This provision extends to all attorney’s fees, costs, interest and resulting settlement amounts and/or judgments.

ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party.

NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of the Agreement or operate as a waiver of any future default, whether like or different in character.

SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

INDEPENDENT CONTRACTOR STATUS. The Contractor has “Independent Contractor Status” and will maintain complete control of and responsibility for its employees, agents, methods, and operations.



Restoring, Protecting and Sustaining the Root-Pike Basin

DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Contractor and the Client agree to attempt to resolve such disputes in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if such negotiations fail, either party may pursue an action in the circuit courts of the State of Wisconsin.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART IV: AGREEMENT

This Agreement is by and between the Contractor:

Root-Pike Watershed Initiative Network
800 Center Street, Room 118, Racine, WI 53403
Mailing: P.O. Box 044164, Racine, WI 53404
~~262-898-2055 /~~
4116 12th St
Kenosha, WI 53144-1106
262-883-4018 / dave@rootpikewin.org

and

The Client
City of Franklin

Who agree as follows:

Root-Pike Watershed Initiative Network hereby agrees to perform the services set forth in Part I/Services for the compensation set forth in Part II/compensation. Root-Pike Watershed Initiative Network shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from the **City of Franklin**. The **City of Franklin** and the Root-Pike Watershed Initiative Network agree that this signature page, together with Parts I-III, constitute the entire Agreement between them relating to the PROGRAM.

Approved for
Root-Pike Watershed Initiative Network

Approved for
City of Franklin

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER David Insurance Agency 1300 S Green Bay Road Racine WI 53406	CONTACT NAME Chelsey Kupau PHONE (A/C, No, Ext) (262) 636-1860 E-MAIL ADDRESS ckupau@davidinsurance.com	FAX (A/C, No) (262) 636-1866
	INSURER(S) AFFORDING COVERAGE	
INSURED Root-Pike Watershed Initiative Network, Inc 4116 12th St. Kenosha WI 53132	INSURER A West Bend Mutual Ins. Co.	NAIC # 15350
	INSURER B Employers Mutual Insurance Co.	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

COVERAGES **CERTIFICATE NUMBER:** 2019 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		1341548	7/11/2019	7/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1341548	7/11/2019	7/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5H7294218	9/25/2018	9/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE EA EMPLOYEE \$ 100,000 E.L. DISEASE POLICY LIMIT \$ 500,000
A	Directors & Officers Liab.			1341549	7/11/2019	7/11/2020	\$1,000,000 \$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)
 City of Franklin, WI is named as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin, WI 9229 W. Loomis Franklin, WI 53132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE Tina Tripoli/TINTRI <i>Tina Tripoli</i>
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APPROVAL <i>slu</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE June 2, 2020
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH WISCONSIN DEPARTMENT OF TRANSPORTATION FOR SIGNAL WORK AT KNOLLWOOD LEGACY APARTMENTS AND S. LOVERS LANE	ITEM NO. <i>6.1</i>

BACKGROUND

On April 21, 2020, Common Council authorized Resolution 2020-7616 a resolution authorizing certain officials to execute a Development Agreement with the developer of Knollwood Legacy Apartments. As part of that development, WISDOT is requiring that modifications be made to the signals for pedestrians crossing at S. Lovers Lane (Target parking lot). WISDOT requires an Engineering Services Agreement (ESA) with the City for this work.

ANALYSIS

This is needed work. WISDOT will not work for developers but will perform the work for the City. The developer has stated that he will reimburse the City. Staff recommends that this commitment be an amendment to the previously approved Development Agreement.

OPTIONS

- A. Authorize the execution of an Engineering Service Agreement with WISDOT and amend the Development Agreement for Knollwood Legacy Apartments; or
- B. Provide other direction to Staff

FISCAL NOTE

The Developer will reimburse the City for these payments.

RECOMMENDATION

(Option A) Motion to adopt Resolution 2020-__ authorizing certain officials to execute an engineering services agreement with Wisconsin Department of Transportation for signal work at Knollwood Legacy Apartments and S. Lovers Lane.

Department of Engineering GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
ENGINEERING SERVICES AGREEMENT WITH
WISCONSIN DEPARTMENT OF TRANSPORTATION FOR SIGNAL WORK AT
KNOLLWOOD LEGACY APARTMENTS AND S. LOVERS LANE

WHEREAS, RES. 2020-7616 authorized a development agreement for Knollwood Legacy Apartments; and

WHEREAS, the development needs signal work in the Wisconsin Department of Transportation (WISDOT) right of way at S. Lovers Lane (USH 45 / STH 100); and

WHEREAS, WISDOT will do the work and invoice the City; and

WHEREAS, the City will invoice the developer.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that certain officials may execute an engineering services agreement with Wisconsin Department Of Transportation for signal work at Knollwood Legacy Apartments and S. Lovers Lane with the existing development agreement for the Knollwood Legacy Apartments be amended to include reimbursement to the City by the Developer.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2020, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

ENGINEERING SERVICES REQUEST

DT2195 2005 (Replaces ED419)

Wisconsin Department of Transportation

Project ID	Date 05/21/20
Highway USH 45/WIS 100	Connecting Street <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Limits USH 45/WIS 100 at Wyndham North Entrance	
City/County Franklin/Milwaukee	Cost Estimate \$23,427 74*
Local Municipality / Company Name City of Franklin	
Billing Address 9229 W. Loomis Rd Franklin, WI 53132	
Contact Person Glen Morrow	

Check all types of services required.

We request engineering services from the Wisconsin Department of Transportation as follows

- | | |
|---|--|
| <input type="checkbox"/> Aerial Photography | <input type="checkbox"/> Process Documents and Plans |
| <input type="checkbox"/> Appraisal and Acquisition Assistance | <input type="checkbox"/> Railroad Negotiations |
| <input checked="" type="checkbox"/> Electrical Field Inspection | <input type="checkbox"/> Relocation |
| <input type="checkbox"/> Environmental Reports | <input type="checkbox"/> Soils Report |
| <input type="checkbox"/> Pavement Design | <input type="checkbox"/> Survey |
| <input type="checkbox"/> Preliminary and Final Plans | <input type="checkbox"/> Traffic Projections |
| <input type="checkbox"/> Preliminary and Final Structure Plans | <input checked="" type="checkbox"/> Traffic Signal Design |
| <input type="checkbox"/> Prepare P S & E | <input checked="" type="checkbox"/> Traffic Signal Equipment - State Furnished Materials |

Others - Describe

This agreement includes all WisDOT inspection services, State Furnished Traffic Signal Equipment and Traffic Signal Plan Revision for the traffic signal at USH 45/WIS 100 & Wyndham North Entrance

The municipality will be billed for costs, but the developer may pay the invoice

*The estimate is subject to change based on the actual provided goods and services

All necessary costs, or, that part of such costs, which are not eligible for Federal or other funding, accumulated for such services, will be paid by the county / city / village upon presentation of an invoice by the Wisconsin Department of Transportation The cost estimate is specified above

Signed on behalf of City of Franklin

<u>X</u>	<u>X</u>
<u>X</u>	<u>X</u>
<u>X</u>	<u>X</u>

For Wisconsin Department of Transportation Use Only

- Approved
 Not Approved

X
 (Region Authorization) (Date)

ENGINEERING SERVICES AGREEMENT ESTIMATE

EQUIPMENT

DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL
Monotube pole, Type 9	EA	\$ 2,163 00		\$ -
Monotube pole, Type 10	EA	\$ 2,606 00		\$ -
Monotube mast arm, 15'	EA	\$ 1,013 00		\$ -
Monotube mast arm, 20'	EA	\$ 1,183 00		\$ -
Monotube mast arm, 25'	EA	\$ 1,304 00		\$ -
Monotube mast arm, 30'	EA	\$ 1,403 00		\$ -
Monotube pole, Type 12	EA	\$ 4,672 00		\$ -
Monotube pole, Type 13	EA	\$ 5,827 00		\$ -
Monotube mast arm, 35'	EA	\$ 2,774 00		\$ -
Monotube mast arm, 40'	EA	\$ 3,140 00		\$ -
Monotube mast arm, 45'	EA	\$ 3,978 00		\$ -
Monotube mast arm, 50'	EA	\$ 4,756 00		\$ -
Monotube mast arm, 55'	EA	\$ 5,409 00		\$ -
Types 9 & 10 bottom template, monotube poles	EA	\$ 68 00		\$ -
Types 12 & 13, bottom template, monotube poles	EA	\$ 123 00		\$ -
Types 9 & 10 top template, monotube poles	EA	\$ 42 00		\$ -
Types 12 & 13 top template, monotube poles	EA	\$ 60 00		\$ -
Anchor bolts, straight, type 9 & 10 monotube poles	EA	\$ 48 00		\$ -
Anchor bolts, straight, type 12 & 13 monotube poles	EA	\$ 106 00		\$ -

Luminaire arm for monotube, 6 ft	EA	\$ 427 00		\$ -
Luminaire arm for monotube, 15 ft	EA	\$ 454 00		\$ -

Modify Signal Cabinet	EA	\$ 10,000 00	1	\$ 10,000 00
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InSync equipment	INTERSECTION	\$ 45,000 00		\$ -
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EVP equipment	INTERSECTION	\$ 4,000 00		\$ -
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Radar detection equipment	INTERSECTION	\$ 25,000 00		\$ -
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Video detection equipment	INTERSECTION	\$ -		\$ -
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LABOR/FLEET

Electricians (3 for 3 days)	HOUR	\$ 35 00	72	\$ 2,520 00
Bucket truck (3 for 3 days)	HOUR	\$ 35 00	72	\$ 2,520 00
Bucket truck (3 for 3 days)	MILE	\$ 1 15	221	\$ 254 15

*each electrician typically has own truck

New signal design	EA	\$ 3,000 00		\$ -
Existing signal revision design	EA	\$ 1,500 00	1	\$ 1,500 00
Underground inspection/mapping	INTERSECTION	\$ 2,500 00		\$ -

Sign bridge inspection	EA	\$ 1,500 00		\$ -
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ESTIMATE SUBTOTAL \$ 16,794.15

89% LABOR FRINGE BENEFITS \$ 3,577.80

15% CONTINGENCY \$ 3,055.79

TOTAL ESTIMATE \$ 23,427.74

*Estimate is subject to change

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 2, 2020
REPORTS & RECOMMENDATIONS	April, 2020 Monthly Financial Report	ITEM NUMBER

Background

The April, 2020 Financial Report is attached.

The Finance Committee reviewed this report at its May 26, 2020 meeting and recommends its acceptance.

The Director of Finance & Treasurer will be available to answer any questions.

COUNCIL ACTION REQUESTED

Receive and place on file.



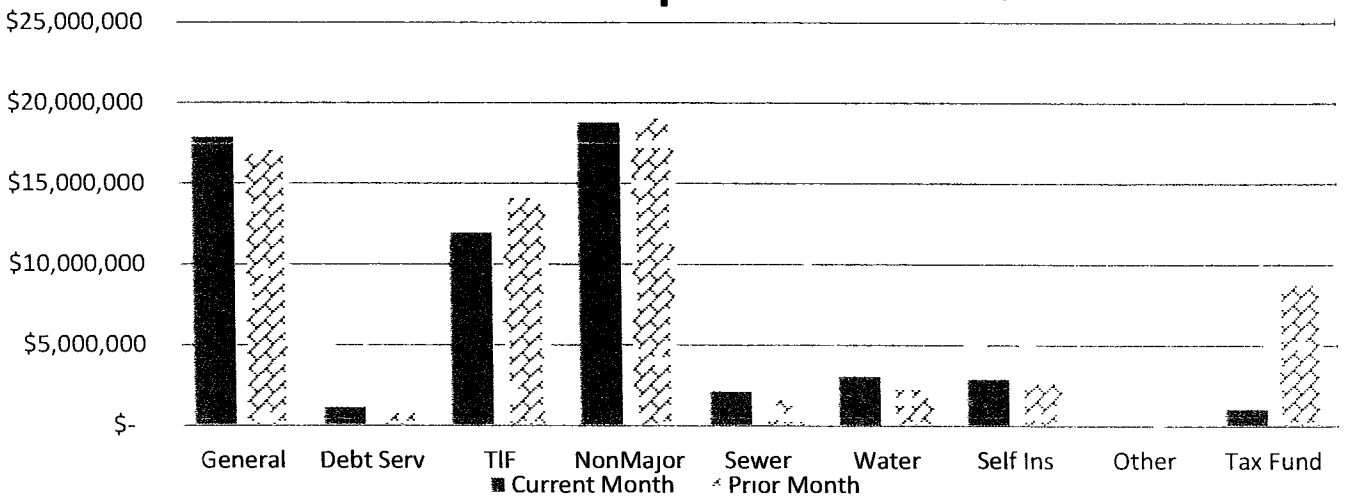
Date May 14, 2020
 To Mayor Olson, Common Council and Finance Committee Members
 From Paul Rotzenberg, Director of Finance & Treasurer
 Subject April 2020 Financial Report

The April, 2020 financial reports for the General Fund, Debt Service Fund, TID Funds, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Insurance Fund are attached

The budget allocation is completed using an average of the last five years actual spending against the Amended Budget Caution is advised in that spending patterns may have changed Comments on specific and trending results are provided below to aid understanding or explaining current year financial results

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities Cash & investments are positions with safety and liquidity as primary objectives as stated in the City’s Investment policy While return potential is not ignored, investment returns are secondary in the investment decisions Cash & Investments in the Governmental Funds totaling \$49.7 million decreased \$1.7 million since last month General fund payroll requirements and TID Expenditures are the biggest reason for the reduction

Cash Balances - April & March 2020



The Property Tax Fund declined \$7.8 million with the settlement of March collections

GENERAL FUND revenues of \$17.5 million are \$0.6 million greater than budget. Tax collections were a little faster this year than prior years, and investment interest is stronger than expected in Q1.

While trends are not clear as yet, some revenue shortfalls in Fines & Forfeitures and Charges for Services are beginning to show up. It is unclear how great an impact the Public Health Crisis will have on revenue generation.

Year to Date expenditures of \$8.9 million are \$756,000 less than budget. Over \$100,000 of Public Health Emergency expenditures have been incurred, spread across Public Safety primarily. Clearly, the Emergency will have an adverse impact on the budget. The Common Council authorized \$250,000 of Contingency to address the Emergency, the budget has not yet been aligned with those costs.

A \$8.6 million surplus is \$1.3 million greater than budget. That surplus is partially related to additional revenues and partially to underspending. It is unlikely that results in Dec will reflect a surplus of this size.

DEBT SERVICE – Debt payments were made March 1 as required. The increased development activity of late has permitted more impact fee transfers than expected in the budget.

TIF Districts –

TID 3 – The 2020 increment was collected and the TID retired \$650,000 of debt along with a \$760,000 Municipal Revenue Obligation payment. The TID will move to a surplus in mid-summer when state shared revenues are received. A budget amendment will be needed to support the entire MRO payment made.

TID 4 – The 2020 increment was collected. \$6.2 million of project contracts were signed related to the business park infrastructure work.

TID 5 – The 2020 Increment was collected. The \$4 million called NAN was refunded in March. The Budget anticipated the refunding in 2019, so a 2020 budget amendment for the refunding is coming.

TID 6 – The Developer is slowly advancing infrastructure work for the new Industrial park. The 2020 Budget anticipated that more project costs would have been completed in 2019, so a 2020 Budget Amendment will be required for the \$5 million of project costs that were delayed from 2019.

TID 7 – Mortgage advances totaling all \$4.5 million have been made. No new project costs are expected for quite some time.

SOLID WASTE FUND – Activity is occurring as budgeted.

CAPITAL OUTLAY FUND – This fund is much more dependent upon landfill siting revenues in 2020. Those resources arrive ratably over the year as opposed to in Q1 for tax levy resources. The police have ordered the three squads authorized for 2020.

EQUIPMENT REPLACEMENT FUND – Landfill siting is the primary resource here. The fund has significant fund balance to call upon in the short term for the 2020 program.

The 2020 Ambulance purchase is on order as are several of the Highway equipment projects.

STREET IMPROVEMENT FUND – The Q2 & Q3 General Transportation Aids will fund the 2020 program and match up to cashflow needs rather well. The 2020 program has been let.

CAPITAL IMPROVEMENT FUND – A \$943,000 deferred inflow from MMSD will aid 2020 resources. Landfill siting resources are likely to fall significantly short, the Finance Committee made recommendations to Common Council at its April meeting to re-align resources with new expectations. A shortfall in landfill siting revenues is more than offset by the deferred inflow from MMSD. No changes are expected in 2020 expenditure appropriations.

The Police Shooting range project was completed, however bills are still coming in. The S 68th Street hill mitigation project has been let and likely will start soon. The Pleasant View Park Pavilion project is wrapping up.

DEVELOPMENT FUND – new housing starts in Aspen Woods are driving this resource.

The March 1 debt payments were fully funded in 2020 for the first time in several years, and those transfers out to the Debt Service fund were made. As the park projects are getting completed, park impact fees are moving out. However, without progress on more park projects, park impact fees are likely to be rebated later in 2020.

There are now \$5.1 million of park impact fees on hand and \$2.6 million water impact fees. The acceptance of the Loomis Road water main accounts for the \$213,000 of water impact fee usage.

UTILITY DEVELOPMENT FUND – Activity in this fund centers on balances rolling to the tax roll in December each year as well as collection of utility special assessments.

SELF INSURANCE FUND – Revenues are approximately on plan, as participation has remained steady. Benefit payments are smaller than last year. The Public Health Emergency has delayed some elective procedures, delaying some costs. The plan has a healthy \$2.8 million fund balance.

RETIREE HEALTH FUND – Insurance results are on par with the prior year. The decline in the equity markets hit the plan assets, but the fixed income position shielded the portfolio some. Still equity losses are significant.

City of Franklin
Cash & Investments Summary
April 30, 2020

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ 109,173	\$ 7,441,652	\$ 7,124,366	\$ 3,174,873	\$ 17,850,064	\$ 17,052,312
Debt Service Funds	17,762	568,960	551,207	-	1,137,929	1,136,589
TIF Districts	88,569	8,975,943	2,769,569	100,256	11,934,337	14,157,251
Nonmajor Governmental Funds	503,025	10,476,997	7,793,698	-	18,773,721	19,078,686
Total Governmental Funds	718,529	27,463,552	18,238,840	3,275,129	49,696,050	51,424,839
Sewer Fund	497,337	1,626,916	-	-	2,124,253	1,614,219
Water Utility	(27,939)	2,657,634	429,213	-	3,058,908	2,442,893
Self Insurance Fund	14,295	983,609	1,874,465	-	2,872,369	2,725,203
Other Designated Funds	14,833	-	-	-	14,833	17,803
Total Other Funds	498,526	5,268,159	2,303,678	-	8,070,363	6,800,118
Total Pooled Cash & Investments	1,217,054	32,731,712	20,542,518	3,275,129	57,766,413	58,224,956
Property Tax Fund	1,027,314	19,700	-	-	1,047,014	8,830,982
Total Trust Funds	1,027,314	19,700	-	-	1,047,014	8,830,982
Grand Total Cash & Investments	2,244,368	32,751,411	20,542,518	3,275,129	58,813,427	67,055,939
Average Rate of Return		1.08%	1.90%	0.51%		
Maturities:						
Demand	2,244,368	32,751,411	66,844	3,275,129	38,337,753	46,588,132
Fixed Income & Equities	-	-	-	-	-	-
2020 - Q2	-	-	1,001,740	-	1,001,740	1,002,331
2020 - Q3	-	-	-	-	-	-
2020 - Q4	-	-	4,550,933	-	4,550,933	4,551,242
2021 - Q1	-	-	2,031,250	-	2,031,250	2,034,219
2021 - Q2	-	-	2,041,492	-	2,041,492	-
2021	-	-	5,631,081	-	5,631,081	7,672,321
2022	-	-	4,700,208	-	4,700,208	4,689,807
2023	-	-	518,971	-	518,971	517,887
	2,244,368	32,751,411	20,542,518	3,275,129	58,813,427	67,055,939

City of Franklin
2020 Financial Report
General Fund Summary
For the Four months ended April 30, 2020

Revenue	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,005,700	\$ 19,005,700	\$ 14,910,079	\$ 15,262,026	\$ 351,947
Other Taxes	685,900	685,900	40,482	58,526	18,044
Intergovernmental Revenue	1,746,400	1,746,400	321,434	409,126	87,692
Licenses & Permits	903,200	903,200	261,951	354,176	92,225
Law and Ordinance Violations	546,000	546,000	210,129	188,707	(21,422)
Public Charges for Services	2,527,300	2,589,900 A	682,715	596,403	(86,312)
Intergovernmental Charges	182,000	182,000	4,527	53,890	49,363
Investment Income	343,580	343,580	117,739	236,877	119,138
Miscellaneous Revenue	139,250	139,250	30,876	31,426	550
Transfer from Other Funds	1,050,000	1,050,000	366,812	358,400	(8,412)
Total Revenue	\$ 27,129,330	\$ 27,191,930	\$ 16,946,744	\$ 17,549,557	\$ 602,813

Expenditures	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,341,482	\$ 3,330,013 A	\$ 1,275,959	\$ 1,157,555 E	\$ 118,404
Public Safety	18,446,978	18,589,138	6,428,003	6,149,436 E	278,567
Public Works	4,151,677	4,906,734 A	1,386,225	1,228,856 E	157,369
Health and Human Services	737,635	737,635	227,721	209,930	17,791
Other Culture and Recreation	234,448	234,448	64,726	71,078 E	(6,352)
Conservation and Development	619,400	693,294	192,653	246,347 E	(53,694)
Contingency and Unclassified	1,487,500	1,393,500 A	44,397	- E	44,397
Anticipated underexpenditures	(315,000)	(315,000)	(105,000)	-	(105,000)
Transfers to Other Funds	524,000	524,000	166,667	-	166,667
Encumbrances	-	-	-	(137,857)	137,857
Total Expenditures	\$ 29,228,120	\$ 30,093,762	\$ 9,681,351	\$ 8,925,345	\$ 756,006
Excess of revenue over (under) expenditures	(2,098,790)	(2,901,832)	<u>\$ 7,265,393</u>	8,624,212	<u>\$ 1,358,819</u>
Fund balance, beginning of year	<u>8,633,754</u>	<u>8,633,754</u>		<u>8,633,754</u>	
Fund balance, end of period	<u>\$ 6,534,964</u>	<u>\$ 5,731,922</u>		<u>\$ 17,257,966</u>	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin
Debt Service Funds
Balance Sheet
April 30, 2020 and 2019**

	2020 Special Assessment	2020 Debt Service	2020 Total	2019 Special Assessment	2019 Debt Service	2019 Total
Assets						
Cash and investments	\$ 786,998	\$ 350,931	\$ 1,137,929	\$ 727,742	\$ 417,939	\$ 1,145,681
Special assessment receivable	30,255	-	30,255	58,474	-	58,474
Total Assets	\$ 817,253	\$ 350,931	\$ 1,168,184	\$ 786,216	\$ 417,939	\$ 1,204,155
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 30,255	\$ -	\$ 30,255	\$ 58,474	\$ -	\$ 58,474
Unassigned fund balance	786,998	350,931	1,137,929	727,742	417,939	1,145,681
Total Liabilities and Fund Balance	\$ 817,253	\$ 350,931	\$ 1,168,184	\$ 786,216	\$ 417,939	\$ 1,204,155

**Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019**

	2020 Special Assessment	2020 Debt Service	2020 Year-to-Date Actual	2020 Original Budget	2019 Special Assessment	2019 Debt Service	2019 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,300,000	\$ 1,300,000
Special Assessments	6,221	-	6,221	65,000	5,729	-	5,729
Investment Income	13,147	3,211	16,358	12,000	7,679	6,191	13,870
GO Debt Issuance	-	-	-	-	-	-	-
Total Revenue	19,368	1,103,211	1,122,579	1,177,000	13,408	1,306,191	1,319,599
Expenditures:							
Debt Service							
Principal	-	1,425,000	1,425,000	1,387,500	-	1,405,000	1,405,000
Interest	-	74,961	74,961	199,132	-	74,256	74,256
Bank Fees	-	1,200	1,200	1,140	-	800	800
Total expenditures	-	1,501,161	1,501,161	1,587,772	-	1,480,056	1,480,056
Transfers in	-	397,950	397,950	487,772	-	323,419	323,419
Transfers out	-	-	-	(634,090)	-	-	-
Net change in fund balances	19,368	-	19,368	(557,090)	13,408	149,554	162,962
Fund balance, beginning of year	767,630	350,931	1,118,561	1,118,561	714,334	268,385	982,719
Fund balance, end of period	\$ 786,998	\$ 350,931	\$ 1,137,929	\$ 561,471	\$ 727,742	\$ 417,939	\$ 1,145,681

City of Franklin
Consolidating TID Funds
Balance Sheet
April 30, 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Total
Assets						
Cash & investments	\$ 693,060	\$ 4,513,687	\$ 830,059	\$ 5,337,038	\$ 560,494	\$ 11,934,338
Accounts & mortgage receivable	-	-	22,890	-	4,500,000	4,522,890
Total Assets	\$ 693,060	\$ 4,513,687	\$ 852,949	\$ 5,337,038	\$ 5,060,494	\$ 16,457,228
Liabilities and Fund Balance						
Accounts payable	\$ -	\$ 252,626	\$ 144	\$ 2,416	\$ -	\$ 255,186
Accrued liabilities	865,136	-	-	-	-	865,136
Advances from other funds	-	-	-	-	1,910,000	1,910,000
Total Liabilities	865,136	252,626	144	2,416	1,910,000	3,030,322
Assigned fund balance	(172,076)	4,261,061	852,805	5,334,622	3,150,494	13,426,906
Total Liabilities and Fund Balance	\$ 693,060	\$ 4,513,687	\$ 852,949	\$ 5,337,038	\$ 5,060,494	\$ 16,457,228

Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Total
Revenue						
General property tax levy	\$ 1,401,748	\$ 1,138,802	\$ 721,361	\$ -	\$ -	\$ 3,261,911
Payment in lieu of taxes	-	73,889	91,560	-	-	165,449
Investment & misc income	7,605	68,525	22,083	25,327	12,653	136,193
Total revenue	1,409,353	1,281,216	835,004	25,327	12,653	3,563,553
Expenditures						
Debt service principal, interest & fees	\$ 710,075	\$ -	\$ 4,427,844	\$ 109,850	\$ 32,415	\$ 5,280,184
Administrative expenses	2,510	13,651	2,510	10,392	2,510	31,573
Professional services	750	717,695	34,436	21,414	9,479	783,774
Capital outlays	-	6,629,105	-	-	166,663	6,795,768
Development incentive & obligation payments	760,005	-	(27,879)	(9,100)	(5,900)	760,005
Encumbrances	-	(6,272,356)	4,436,911	132,556	205,167	(6,315,235)
Total expenditures	1,473,340	1,088,095	4,436,911	132,556	205,167	7,336,069
Revenue over (under) expenditures	(63,987)	193,121	(3,601,907)	(107,229)	(192,514)	(3,772,516)
Fund balance, beginning of year	(108,089)	4,067,940	4,454,712	5,441,851	3,343,008	17,199,422
Fund balance, end of period	\$ (172,076)	\$ 4,261,061	\$ 852,805	\$ 5,334,622	\$ 3,150,494	\$ 13,426,906

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
April 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 693,060	\$ 5,358,526
Taxes receivable	-	-
Total Assets	<u>\$ 693,060</u>	<u>\$ 5,358,526</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 833,333
Accrued liabilities	865,136	865,136
Unearned revenue	-	-
Total Liabilities	<u>865,136</u>	<u>1,698,469</u>
Assigned fund balance	<u>(172,076)</u>	<u>3,660,057</u>
Total Liabilities and Fund Balance	<u>\$ 693,060</u>	<u>\$ 5,358,526</u>

Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,409,000	\$ 1,409,000	\$ 1,409,000	\$ 1,401,748	\$ 1,114,683
State exempt aid	507,500	507,500	9,167	-	-
Investment income	25,000	25,000	9,151	7,605	35,032
Bond proceeds	-	-	-	-	3,001,886
Total revenue	<u>1,941,500</u>	<u>1,941,500</u>	<u>1,427,318</u>	<u>1,409,353</u>	<u>4,151,601</u>
Expenditures					
Debt service principal	665,000	665,000	665,000	665,000	-
Debt service interest & fees	80,265	80,265	42,000	45,075	16,201
Administrative expenses	7,250	7,250	2,417	2,510	3,542
Professional services	6,000	6,000	2,000	750	-
Capital outlays	-	-	-	-	880,082
Development incentive & obligation payments	711,005	711,005	711,005	760,005	1,125,324
Total expenditures	<u>1,469,520</u>	<u>1,469,520</u>	<u>1,422,422</u>	<u>1,473,340</u>	<u>1,145,067</u>
Revenue over (under) expenditures	471,980	471,980	<u>\$ 4,896</u>	(63,987)	3,006,534
Fund balance, beginning of year	<u>(127,252)</u>	<u>(108,090)</u>		<u>(108,090)</u>	<u>653,523</u>
Fund balance, end of period	<u>\$ 344,728</u>	<u>\$ 363,890</u>		<u>\$ (172,077)</u>	<u>\$ 3,660,057</u>

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
April 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 4,513,687	\$ 4,237,554
Total Assets	<u>\$ 4,513,687</u>	<u>\$ 4,237,554</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 252,626	\$ 15,612
Total Liabilities	252,626	15,612
Assigned fund balance	4,261,061	4,221,942
Total Liabilities and Fund Balance	<u>\$ 4,513,687</u>	<u>\$ 4,237,554</u>

Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,144,700	\$ 1,144,700	\$ 1,144,700	\$ 1,138,802	\$ 1,011,224
Payment in Lieu of Taxes	120,000	120,000	102,000	73,889	121,759
State exempt aid	48,900	48,900	10,767	-	-
Investment income	74,000	74,000	24,667	68,525	41,930
Bond proceeds	6,200,000	6,200,000	2,066,666	-	-
Total revenue	<u>7,587,600</u>	<u>7,587,600</u>	<u>3,348,800</u>	<u>1,281,216</u>	<u>1,174,913</u>
Expenditures					
Debt service interest & fees	75,000	75,000	25,000	-	-
Administrative expenses	30,290	30,290	10,097	13,651	14,672
Professional services	1,000	127,675	333	717,695	132,400
Capital outlay	11,000,000	11,656,606	3,666,667	6,629,105	714,801
Encumbrances	-	-	-	(6,272,356)	(817,443)
Total expenditures	<u>11,106,290</u>	<u>11,889,571</u>	<u>3,702,097</u>	<u>1,088,095</u>	<u>44,430</u>
Revenue over (under) expenditures	(3,518,690)	(4,301,971)	(353,297)	193,121	1,130,483
Fund balance, beginning of year	4,229,419	4,067,940		4,067,940	3,091,459
Fund balance, end of period	<u>\$ 710,729</u>	<u>\$ (234,031)</u>		<u>\$ 4,261,061</u>	<u>\$ 4,221,942</u>

City of Franklin
Tax Increment Financing District #5 - Ballpark Commons
Balance Sheet
April 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 830,059	\$ 5,674,036
Accounts receivable	22,890	-
Total Assets	<u>\$ 852,949</u>	<u>\$ 5,674,036</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 144	\$ 7,016
Due to other funds	-	29,694
Interfund advance from Development Fund	-	75,000
Total Liabilities	<u>144</u>	<u>111,710</u>
Assigned fund balance	852,805	5,562,326
Total Liabilities and Fund Balance	<u>\$ 852,949</u>	<u>\$ 5,674,036</u>

Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
General property tax levy	\$ 756,000	\$ 756,000	\$ 252,000	\$ 721,361	\$ 30,951
Payment in lieu of taxes	-	-	-	91,560	-
State exempt aid	12,900	12,900	4,300	-	-
Investment income	1,000	1,000	333	22,083	59,003
Bond proceeds	-	-	-	-	10,600,102
Total revenue	<u>769,900</u>	<u>769,900</u>	<u>256,633</u>	<u>835,004</u>	<u>10,690,056</u>
Expenditures					
Debt service interest & fees	890,763	890,763	255,192	4,427,844	10,427,243
Administrative expenses	12,250	12,250	4,165	2,510	15,561
Professional services	16,050	48,188	7,512	34,436	78,610
Capital outlay	-	-	-	-	3,339,310
Development incentive & obligation payments	-	-	-	-	-
Encumbrances	-	-	-	(27,879)	(47,479)
Total expenditures	<u>919,063</u>	<u>951,201</u>	<u>266,869</u>	<u>4,436,911</u>	<u>13,813,245</u>
Revenue over (under) expenditures	(149,163)	(181,301)	<u>\$ (10,236)</u>	(3,601,907)	(3,123,189)
Fund balance, beginning of year	<u>376,133</u>	<u>4,454,713</u>		<u>4,454,713</u>	<u>8,685,515</u>
Fund balance, end of period	<u>\$ 226,970</u>	<u>\$ 4,273,412</u>		<u>\$ 852,806</u>	<u>\$ 5,562,326</u>

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
April 30, 2020 and 2019

Assets	2020	2019
Cash & investments	\$ 5,337,038	\$ 6,531,351
Total Assets	<u>\$ 5,337,038</u>	<u>\$ 6,531,351</u>
Liabilities and Fund Balance		
Accounts payable	\$ 2,416	\$ -
Advances from other funds	-	13,000
Total Liabilities	<u>2,416</u>	<u>13,000</u>
Assigned fund balance	5,334,622	6,518,351
Total Liabilities and Fund Balance	<u>\$ 5,337,038</u>	<u>\$ 6,531,351</u>

Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
Investment income	\$ 32,500	\$ 32,500	\$ 10,834	\$ 25,327	\$ 6,840
Bond proceeds	3,250,000	3,250,000	1,083,333	-	6,638,320
Total revenue	<u>3,282,500</u>	<u>3,282,500</u>	<u>1,094,167</u>	<u>25,327</u>	<u>6,645,160</u>
Expenditures					
Debt service interest & fees	\$ 326,940	\$ 326,940	\$ 155,100	\$ 109,850	\$ 109,100
Administrative expenses	30,290	30,290	10,047	10,392	2,983
Professional services	8,750	9,906	2,916	21,414	2,538
Capital outlay	3,000,000	3,000,000	1,000,000	-	-
Encumbrances	-	-	-	(9,100)	(1,156)
Total expenditures	<u>3,365,980</u>	<u>3,367,136</u>	<u>1,168,063</u>	<u>132,556</u>	<u>113,465</u>
Revenue over (under) expenditures	(83,480)	(84,636)	<u>\$ (73,896)</u>	(107,229)	6,531,695
Fund balance, beginning of year	<u>626,563</u>	<u>5,441,850</u>		<u>5,441,850</u>	<u>(13,344)</u>
Fund balance, end of period	<u>\$ 543,083</u>	<u>\$ 5,357,214</u>		<u>\$ 5,334,621</u>	<u>\$ 6,518,351</u>

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
April 30, 2020 and 2019

Assets	2020	2019
Cash & investments	\$ 560,494	\$ -
Mortgage receivable	4,500,000	-
Total Assets	<u>\$ 5,060,494</u>	<u>\$ -</u>
Liabilities and Fund Balance		
Accounts payable	\$ -	\$ -
Advances from other funds	1,910,000	-
Total Liabilities	<u>1,910,000</u>	<u>-</u>
Assigned fund balance	3,150,494	-
Total Liabilities and Fund Balance	<u>\$ 5,060,494</u>	<u>\$ -</u>

Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue				
Investment & misc income	\$ 270,000	\$ 270,000	\$ 12,653	\$ -
Bond proceeds	-	-	-	-
Total revenue	<u>270,000</u>	<u>270,000</u>	<u>12,653</u>	<u>-</u>
Expenditures				
Debt service interest, fees, bond issuance	\$ 268,549	\$ 268,549	\$ 32,415	\$ -
Administrative expenses	7,250	7,250	2,510	-
Professional services	6,750	30,850	9,479	-
Capital outlay	-	-	166,663	-
Encumbrances	-	-	(5,900)	-
Total expenditures	<u>282,549</u>	<u>306,649</u>	<u>205,167</u>	<u>-</u>
Revenue over (under) expenditures	(12,549)	(36,649)	(192,514)	-
Fund balance, beginning of year	<u>2,970,100</u>	<u>3,343,008</u>	<u>3,343,008</u>	<u>-</u>
Fund balance, end of period	<u>\$ 2,957,551</u>	<u>\$ 3,306,359</u>	<u>\$ 3,150,494</u>	<u>\$ -</u>

**City of Franklin
Solid Waste Collection Fund
Balance Sheet
April 30, 2020 and 2019**

<u>Assets</u>	2020	2019
Cash and investments	\$ 1,656,687	\$ 1,386,764
Accrued Receivables	914	269
Total Assets	<u>\$ 1,657,601</u>	<u>\$ 1,387,033</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 156,842	\$ 126,118
Accrued salaries & wages	460	458
Restricted fund balance	1,500,299	1,260,457
Total Liabilities and Fund Balance	<u>\$ 1,657,601</u>	<u>\$ 1,387,033</u>

**Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2019 and 2018**

Revenue	2020 Original Budget	2020 YTD Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Grants	\$ 69,000	-	\$ -	\$ -
User Fees	1,534,349	1,532,125	1,534,438	1,214,373
Landfill Operations-tippage	365,000	79,718	83,130	79,689
Investment Income	20,000	7,309	14,668	11,661
Sale of Recyclables	1,500	500	-	-
Total Revenue	<u>1,989,849</u>	<u>1,619,652</u>	<u>1,632,236</u>	<u>1,305,723</u>
Expenditures:				
Personal Services	17,638	6,106	4,218	4,301
Refuse Collection	722,300	240,114	238,156	236,976
Recycling Collection	697,149	231,895	237,439	131,358
Leaf & Brush Pickups	60,000	-	-	-
Tippage Fees	469,200	102,455	106,714	102,818
Miscellaneous	5,000	1,795	535	560
Total expenditures	<u>1,971,287</u>	<u>582,365</u>	<u>587,062</u>	<u>476,013</u>
 Revenue over (under) expenditures	 18,562	 <u>1,037,287</u>	 1,045,174	 829,710
 Fund balance, beginning of year	 <u>501,072</u>		 <u>455,125</u>	 <u>430,747</u>
 Fund balance, end of period	 <u>\$ 519,634</u>		 <u>\$ 1,500,299</u>	 <u>\$ 1,260,457</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
April 30, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 667,720	\$ 681,522
Accrued Receivables	-	1,800
Total Assets	<u>\$ 667,720</u>	<u>\$ 683,322</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 29,558	\$ 7,530
Assigned fund balance	638,162	675,792
Total Liabilities and Fund Balance	<u>\$ 667,720</u>	<u>\$ 683,322</u>

**Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019**

<u>Revenue</u>	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Property Taxes	\$ 295,700	\$ 295,700	\$ 295,700	\$ 295,700	\$ 452,800
Grants	6,000	19,000	2,000	-	1,606
Landfill Siting	483,900	483,900	161,458	96,552	99,930
Investment Income	7,800	7,800	2,600	9,421	6,518
Miscellaneous Revenue	25,000	43,125	5,242	8,622	2,715
Total Revenue	<u>818,400</u>	<u>849,525</u>	<u>467,000</u>	<u>410,295</u>	<u>563,569</u>
Expenditures:					
General Government	232,050	232,050	32,034	58,631	1,760
Public Safety	447,600	530,766	246,595	333,096	321,019
Public Works	162,800	194,382	78,842	46,997	27,117
Health and Human Services	900	900	-	900	-
Culture and Recreation	76,000	76,000	23,157	-	2,866
Conservation and Development	10,000	10,000	5,404	-	-
Contingency	60,000	60,000	7,261	-	-
Encumbrances	-	-	-	(175,780)	(39,942)
Total expenditures	<u>989,350</u>	<u>1,104,098</u>	<u>393,293</u>	<u>263,844</u>	<u>312,820</u>
Revenue over (under) expenditures	<u>(170,950)</u>	<u>(254,573)</u>	<u>73,707</u>	146,451	250,749
Fund balance, beginning of year	<u>239,473</u>	<u>491,711</u>		<u>491,711</u>	<u>425,043</u>
Fund balance, end of period	<u>\$ 68,523</u>	<u>\$ 237,138</u>		<u>\$ 638,162</u>	<u>\$ 675,792</u>

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

**City of Franklin
Equipment Replacement Fund
Balance Sheet
April 30, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 2,498,907	\$ 2,945,034
Total Assets	\$ 2,498,907	\$ 2,945,034
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ (626)	\$ -
Assigned fund balance	2,499,533	2,945,034
Total Liabilities and Fund Balance	\$ 2,498,907	\$ 2,945,034

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Revenue:					
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ 175,000
Landfill	677,600	677,600	207,732	135,200	112,150
Investment Income	37,400	37,400	12,467	54,993	31,893
Transfers from Other Funds	-	-	-	-	-
Property Sales	56,500	56,500	11,250	-	727
Total revenue	771,500	771,500	231,449	190,193	319,770
Expenditures:					
Public Safety	241,000	257,974	231,878	243,579	633,395
Public Works	609,000	799,000	142,023	683,034	20,431
Encumbrances	-	-	-	(707,891)	(633,395)
Total expenditures	850,000	1,056,974	373,901	218,722	20,431
Revenue over (under) expenditures	(78,500)	(285,474)	<u>(142,452)</u>	(28,529)	299,339
Fund balance, beginning of year	2,266,695	2,528,062		2,528,062	2,645,695
Fund balance, end of period	\$ 2,188,195	\$ 2,242,588		\$ 2,499,533	\$ 2,945,034

**City of Franklin
Street Improvement Fund
Balance Sheet
April 30, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 885,297	\$ 758,730
Total Assets	<u>\$ 885,297</u>	<u>\$ 758,730</u>

<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 11,887
Assigned fund balance	885,297	746,843
Total Liabilities and Fund Balance	<u>\$ 885,297</u>	<u>\$ 758,730</u>

**Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Totals</u>	<u>2019 Year-to-Date Totals</u>
Revenue:				
Property Taxes	\$ -	\$ -	\$ -	\$ 18,200
Landfill Siting	368,500	368,500	73,526	42,060
Investment Income	4,800	4,800	6,615	4,190
Local Road Improvement Aids	845,000	845,000	300,000	300,000
Total revenue	<u>1,218,300</u>	<u>1,218,300</u>	<u>380,141</u>	<u>364,450</u>
Expenditures:				
Street Reconstruction Program - Current Year	1,300,000	1,487,936	975,940	921,125
Encumbrances	-	-	(974,889)	(904,130)
Total expenditures	<u>1,300,000</u>	<u>1,487,936</u>	<u>1,051</u>	<u>16,995</u>
Revenue over (under) expenditures	(81,700)	(269,636)	379,090	347,455
Fund balance, beginning of year	<u>350,588</u>	<u>506,207</u>	<u>506,207</u>	<u>399,388</u>
Fund balance, end of period	<u>\$ 268,888</u>	<u>\$ 236,571</u>	<u>\$ 885,297</u>	<u>\$ 746,843</u>

**City of Franklin
Capital Improvement Fund
Balance Sheet
April 30, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 1,287,332	\$ 3,510,996
Accrued receivables	951,949	8,949
Total Assets	<u>\$ 2,239,281</u>	<u>\$ 3,519,945</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 7,079	\$ 51,407
Contracts Payable	380,470	-
Escrow Balances Due	-	78,915
Deferred Inflow	943,000	-
Assigned fund balance	908,732	3,389,623
Total Liabilities and Fund Balance	<u>\$ 2,239,281</u>	<u>\$ 3,519,945</u>

**Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Totals</u>	<u>2019 Year-to-Date Totals</u>
Revenue:				
Other Grants	\$ 500,000	\$ 500,000	\$ -	\$ -
Landfill Siting	722,000	722,000	83,449	176,322
Transfers from Other Funds	600,000	600,000	-	-
Transfers from General Funds	500,000	500,000	-	-
Transfers from Impact Fees	621,500	621,500	47,797	-
Transfers from Connection Fees	1,120,000	1,120,000	-	-
Investment Income	25,000	25,000	13,832	33,931
Total revenue	<u>4,088,500</u>	<u>4,088,500</u>	<u>145,078</u>	<u>210,253</u>
Expenditures:				
General Government	500,000	551,505	107,089	172,588
Public Safety	225,000	1,506,601	1,021,258	50,508
Public Works	1,150,000	1,238,809	387,239	1,012,030
Culture and Recreation	1,300,000	1,467,704	190,333	3,325
Sewer & Water	1,570,000	1,570,000	199,000	-
Contingency	175,000	175,170	20,170	48,871
Encumbrances	-	-	(676,267)	(1,143,320)
Total expenditures	<u>4,920,000</u>	<u>6,509,789</u>	<u>1,248,822</u>	<u>144,002</u>
Revenue over (under) expenditures	(831,500)	(2,421,289)	(1,103,744)	66,251
Fund balance, beginning of year	1,012,833	2,012,476	2,012,476	3,323,372
Fund balance, end of period	<u>\$ 181,333</u>	<u>\$ (408,813)</u>	<u>\$ 908,732</u>	<u>\$ 3,389,623</u>

**City of Franklin
Development Fund
Balance Sheet
April 30, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 6,969,719	\$ 6,463,091
Impact fees receivable	232,640	-
Due From TID 7	1,910,000	-
Total Assets	<u>\$ 9,112,359</u>	<u>\$ 6,463,091</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 5,369	\$ -
Payable to Developers- Oversizing	221,759	103,934
Unearned Revenue - Other	232,640	-
Non-Spendable Fund Balance - Advances	-	-
Assigned fund balance	8,652,591	6,359,157
Total Liabilities and Fund Balance	<u>9,112,359</u>	<u>6,463,091</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019**

	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue:				
Impact Fee Parks	\$ 804,000	\$ 804,000	\$ 130,079	\$ 133,787
Southwest Sewer Service Area	48,000	48,000	55,520	13,104
Administration	15,000	15,000	1,980	2,585
Water	679,000	679,000	120,690	226,378
Transportation	22,000	22,000	4,345	7,838
Fire Protection	133,500	133,500	18,442	20,625
Law Enforcement	207,700	207,700	34,286	38,268
Library	224,000	224,000	36,821	37,331
Total Impact Fees	<u>2,133,200</u>	<u>2,133,200</u>	<u>402,163</u>	<u>479,916</u>
Investment Income	120,000	120,000	102,401	66,120
Interfund Interest Income	-	-	1,594	-
Total revenue	<u>2,253,200</u>	<u>2,253,200</u>	<u>506,158</u>	<u>546,036</u>
Expenditures:				
Other Professional Services	25,000	33,552	23,406	15,253
Transfer to Debt Service				
Law Enforcement	205,082	205,082	199,856	133,800
Fire	42,937	42,937	39,863	39,333
Transportation	71,923	71,923	64,249	18,000
Library	134,000	134,000	93,982	132,286
Total Transfers to Debt Service	<u>453,942</u>	<u>453,942</u>	<u>397,950</u>	<u>323,419</u>
Transfer to Capital Improvement Fund				
Park	621,500	646,785	73,082	25,285
Total Transfers to Capital Improve	<u>621,500</u>	<u>646,785</u>	<u>73,082</u>	<u>25,285</u>
Sewer Fees	250,000	250,000	-	-
Water Fees	1,025,000	1,368,130	554,760	226,590
Encumbrances	-	-	(362,172)	(263,472)
Total expenditures	<u>2,375,442</u>	<u>2,752,409</u>	<u>687,026</u>	<u>327,075</u>
Revenue over (under) expenditures	(122,242)	(499,209)	(180,868)	218,961
Fund balance, beginning of year	8,663,277	8,833,459	8,833,459	6,140,196
Fund balance, end of period	<u>\$ 8,541,035</u>	<u>\$ 8,334,250</u>	<u>\$ 8,652,591</u>	<u>\$ 6,359,157</u>

City of Franklin

Development Fund

**Summary of Impact Fee Activity
For the six months ended June 30, 2020**

Cash Acct Revenue Acct Expenditure Acct	Preliminary						Net Cash Balance		
	4292	4293	4294	4295	4296	4297			
	Parks Recreation	SW Sewer	Admin Fee *	Water	Transportation	Fire Protection	Law Enforcement	Library	
Beginning Bal, 01/01/20	4,955,794.67	89,358.23	108,103.32	2,733,341.10	119,988.90	232,306.86	320,898.03	273,668.29	8,833,459.40
1st Quarter									
Impact Fees	92,339.00	39,135.00	1,430.00	87,690.00	3,335.00	13,212.00	24,556.00	26,131.00	287,828.00
Expenditures			(5,153.18)	(213,710.18) *	(64,248.93) ¹	(39,862.75)	(199,855.90)	(93,982.09) ¹	(640,297.03)
subtotal	5,048,133.67	128,493.23	104,380.14	2,607,320.92	59,074.97	205,656.11	145,598.13	205,817.20	8,480,990.37
Transfers									0.00
Investment Income	54,672.09	1,193.37	1,163.96	29,255.73	980.90	2,399.13	2,555.43	2,626.58	94,847.19
Ending balance 3/31/2020	5,102,805.76	129,686.60	105,544.10	2,636,576.65	60,055.87	208,055.24	148,153.56	208,443.78	8,575,837.56
2nd Quarter									
Impact Fees	37,740.00	16,385.00	550.00	33,000.00	1,010.00	5,230.00	9,730.00	10,690.00	114,335.00
Expenditures	(24,313.00)	(146,071.60)	(14,933.00)						(39,246.00)
subtotal	5,116,232.76	146,071.60	91,161.10	2,669,576.65	61,065.87	213,285.24	157,883.56	219,133.78	8,650,926.56
Transfers									0.00
Investment Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending balance 6/30/2020	5,116,232.76	146,071.60	91,161.10	2,669,576.65	61,065.87	213,285.24	157,883.56	219,133.78	8,650,926.56
Number of Months	332.60	99.78	187.64	136.08	14.25	53.17	21.42	50.74	
2020 Impact Fees	130,079.00	55,520.00	1,980.00	120,690.00	4,345.00	18,442.00	34,286.00	36,821.00	402,163.00
2019 Impact Fees	948,902.00	48,440.00	21,684.00	1,158,186.00	113,102.00	174,135.00	322,218.00	262,058.00	3,048,725.00
2018 Impact Fees	869,037.00	4,689.00	20,625.00	938,441.00	55,533.10	136,409.82	250,076.12	243,988.00	2,518,799.04
2017 Impact Fees	66,591.00	0.00	2,695.00	122,539.00	19,218.00	17,970.00	33,017.00	19,383.00	281,413.00
2016 Impact Fees	209,983.00	0.00	4,950.00	210,581.00	8,570.00	30,198.00	56,096.00	57,725.00	578,103.00
2015 Impact Fees	137,670.00	2,928.00	3,630.00	133,352.00	20,533.00	27,116.00	50,222.00	38,526.00	413,977.00
2014 Impact Fees	184,592.00	17,568.00	5,830.00	235,415.00	51,436.00	48,134.00	88,431.00	51,821.00	683,227.00
2013 Impact Fees	317,206.00	11,712.00	6,160.00	427,429.00	31,829.00	45,110.00	82,280.00	66,179.00	987,905.00

* Funded by an Administrative Fee not an impact fee

¹ Debt service payments

² Oversizing payments made

Scheduled	73,499	42,996	205,004	134,039	455,538
Unpaid Balance @ 12/31/2019	624,550	225,400	466,100	92,230	1,408,280
Deferred principal & interest	270,444	0	1,449,632	896,953	2,617,029
	103,934.00	Oversizing payments due in future periods			

**City of Franklin
Utility Development Fund
Balance Sheet
April 30, 2020 and 2019**

<u>Assets</u>	2020	2019
Cash and investments - Water	\$ 1,010,495	\$ 764,293
Cash and investments - Sewer	1,279,198	1,117,208
Special Assessment - Water Current	60,216	101,293
Special Assessment - Water Deferred	136,365	251,036
Special Assessment - Sewer Current	143,426	191,587
Reserve for Uncollectible	(16,776)	(16,776)
Total Assets	\$ 2,612,924	\$ 2,408,641
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	323,231	527,140
Total Fund Balance	2,289,693	1,881,501
Total Liabilities and Fund Balance	\$ 2,612,924	\$ 2,408,641

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019**

	2020 Original Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue:				
Special Assessments				
Water	\$ 50,000	\$ 6,846	\$ 48,906	\$ 63,551
Sewer	25,000	3,917	19,488	70,898
Connection Fees				
Water	-	-	-	-
Sewer	-	-	15,202	20,100
Total Assessments & Connection Fees	75,000	10,763	83,596	154,549
Special Assessment Interest	-	-	634	-
Investment Income	18,000	6,000	10,666	14,414
Total revenue	93,000	16,763	94,896	168,963
Transfer to Capital Improvement Fund				
Water	620,000	206,667	-	-
Sewer	500,000	166,667	-	-
Total Transfers to Capital Improven	1,120,000	373,334	-	-
Revenue over (under) expenditures	(1,027,000)	(356,571)	94,896	168,963
Fund balance, beginning of year	2,030,838	2,194,797	2,194,797	1,712,538
Fund balance, end of period	\$ 1,003,838	\$ 1,838,226	\$ 2,289,693	\$ 1,881,501

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
April 30, 2020 and 2019

Assets	2020	2019
Cash and investments	\$ 2,972,244	\$ 2,059,484
Accounts receivable	324	309
Total Assets	\$ 2,972,568	\$ 2,059,793
Liabilities and Net Assets		
Accounts payable	\$ 922	\$ 11,391
Claims payable	175,000	290,700
Unrestricted net assets	2,796,646	1,757,702
Total Liabilities and Fund Balance	\$ 2,972,568	\$ 2,059,793

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019

Revenue	2020 Original Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Medical Premiums-City	\$ 2,648,046	\$ 886,622	\$ 820,250	\$ 814,501
Medical Premiums-Employee	538,440	179,735	167,965	174,946
Other - Invest Income, Rebates	165,000	55,000	60,166	48,718
Medical Revenue	<u>3,351,486</u>	<u>1,121,357</u>	<u>1,048,381</u>	<u>1,038,165</u>
Dental Premiums-City	112,000	37,580	39,921	37,481
Dental Premiums-Retirees	-	-	1,296	1,236
Dental Premiums-Employee	60,000	20,091	19,569	19,121
Dental Revenue	<u>172,000</u>	<u>57,671</u>	<u>60,786</u>	<u>57,838</u>
Total Revenue	<u>3,523,486</u>	<u>1,179,028</u>	<u>1,109,167</u>	<u>1,096,003</u>
Expenditures:				
Medical				
Medical claims	2,414,478	700,082	348,959	637,259
Prescription drug claims	-	-	61,862	73,099
Refunds-Stop Loss Coverage	-	-	-	22
Total Claims	<u>2,414,478</u>	<u>700,082</u>	<u>410,821</u>	<u>710,380</u>
Medical Claim Fees	105,677	37,851	33,182	51,103
Stop Loss Premiums	666,331	223,939	173,800	184,385
Other - Miscellaneous	112,477	23,990	7,240	218
HSA Contributions	237,000	82,038	119,250	-
Vitality Rewards	500,000	166,667	-	-
Transfer to Other Funds	-	-	-	98,125
Total Medical Costs	<u>4,035,963</u>	<u>1,234,567</u>	<u>744,293</u>	<u>1,044,211</u>
Dental				
Active Employees & COBRA	193,000	58,598	54,805	52,684
Retiree	4,900	1,787	1,944	1,574
Total Dental Costs	<u>197,900</u>	<u>60,385</u>	<u>56,749</u>	<u>54,258</u>
Claims contingency			-	-
Total Expenditures	<u>4,233,863</u>	<u>1,294,952</u>	<u>801,042</u>	<u>1,098,469</u>
Revenue over (under) expenditures	(710,377)	<u>\$ (115,924)</u>	308,125	(2,466)
Net assets, beginning of year	<u>2,325,068</u>		<u>2,488,521</u>	<u>1,760,168</u>
Net assets, end of period	<u>\$ 1,614,691</u>		<u>\$ 2,796,646</u>	<u>\$ 1,757,702</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
April 30, 2020 and 2019

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 105,094	\$ 108,018
Investments held in trust - Fixed Inc	2,511,184	2,109,197
Investments held in trust - Equities	3,437,220	3,900,476
Accounts receivable	10,843	15,777
Total Assets	\$ 6,064,341	\$ 6,133,468
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 3,649	\$ 19,341
Claims payable	10,000	131,100
Net assets held in trust for post emp	6,050,692	5,983,027
Total Liabilities and Fund Balance	\$ 6,064,341	\$ 6,133,468

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Four months ended April 30, 2020 and 2019

<u>Revenue</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2019</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 63,977	\$ 67,874
Medical Charges - Retirees	69,332	76,218
Implicit Rate Subsidy	-	-
Medical Revenue	133,309	144,092
Expenditures:		
Retirees-Medical		
Medical claims	39,530	45,858
Prescription drug claims	35,310	41,035
Refunds-Stop Loss Coverage	-	(1,393)
Total Claims-Retirees	74,840	85,500
Medical Claim Fees	5,050	27,338
Stop Loss Premiums	22,847	26,497
Miscellaneous Expense	(195)	345
ACA Fees	-	-
Total Medical Costs-Retirees	102,542	139,680
 Revenue over (under) expenditures	 30,767	 4,412
 Annual Required Contribution-Net	 67,615	 78,866
Other - Investment Income, etc.	(586,450)	670,345
Total Revenues	(518,835)	749,211
 Net Revenues (Expenditures)	 (488,068)	 753,623
 Net assets, beginning of year	 6,538,760	 5,229,404
 Net assets, end of period	 \$ 6,050,692	 \$ 5,983,027

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>6/2/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization to Execute a Cooperation Agreement with Milwaukee County for Program Years 2021 through 2023 for the Community Development Block Grant and HUD HOME Programs</p>	<p>ITEM NUMBER</p> <p><i>(7, 19)</i></p>

Every three years the City has participated in an intergovernmental cooperation agreement that enables access to funding from the Community Development Block Grant and the National Affordable Housing Act, which includes the HOME Investment Partnership program. Milwaukee County serves as the agent for the programs and with the population base from various communities in Milwaukee County an allocation of Federal funding becomes available. The County uses some for programming and some for administration, and an allocation is made to the participating communities. The Federal Department of Housing and Urban Development (HUD) requires formal participation agreements.

Without the Milwaukee County Urban County Cooperation Agreement, municipalities would have to compete for State CDBG and HOME funds. This would mean a loss of \$2,000,000 per year in CDBG and HOME funds. All program income from previous loan programs would also be returned to the Federal Government. If a community does not participate in the Milwaukee County Urban County Cooperation Agreement, Milwaukee County would not be able to serve the residents of that community with the funds including social services and home repair assistance.

At a high level, this contract is historically very much a cooperation agreement. Without the mutual action, neither the County nor the communities would likely gain access to any of the funding. The contract is, therefore, written with very much this cooperative spirit. It assumes issues will be worked out. There is not a lot of language spent on precise actions that will be taken if problems occur. The contract has existed with this same open language without significant issues at least for the last decade.

The contract is a three-year commitment with no opportunity to withdraw or terminate the agreement. Nonetheless, the City is not required to submit applications for any given year; as such it will be effectively much like a withdrawal. The fixed, three-year term is required so that any participating community's population will continue to remain counted toward the whole to ensure the region remains above the qualification threshold.

The County must have all municipalities executing a document before the end of August. It is anticipated that the County's Corporation Counsel will be approving the final form of the Cooperation Agreement the week of June 1st. Given the shorter summer schedule for many local governments, this document is being moved forward at the earliest possible convenience, but the motion for approval is intended to provide broad authority to the City Attorney to approve as to form and changes from the attached document that he determines are technical corrections,

clarifications, or not of a substantial substantive difference. Victoria Toliver, Housing Program Manager of Milwaukee County, has indicated that the proposed 2021-2023 Cooperation Agreement is the same as the current agreement with one minor addition.

Staff recommends that if Franklin wishes to continue to have access to certain CDBG funds, the agreement should be approved. Attached is a copy of the current existing Cooperation Agreement. A copy of the proposed agreement for 2021-2023 should be received in time to be handed out at the meeting.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor and City Clerk to execute a Cooperation Agreement with Milwaukee County for an additional 3-year participation, program years 2021 through 2023, in the Community Development Block Grant and HUD HOME funds, subject to approval as to form by the City Attorney, which changes from the attached document may include technical corrections, clarification, or other such changes that do not entail a substantial substantive difference.



**Milwaukee County Urban County Jurisdiction
2021, 2022, 2023 Renewal of Cooperation Agreement**

Milwaukee County Housing Division

600 West Walnut Street, Suite 100

Milwaukee, WI 53212

414-278-2948

Victoria.toliver@milwaukeecountywi.gov

1. **What is the Urban County Jurisdiction?** Under 24 CFR 570.307 and Urban County can qualify as an entitlement for the Community Development Block Grant awards by having communities not large enough to be entitlement cities (population less than 50,000) enter into cooperation agreements with the County as the lead agency. The Urban County may also enter into a consortium agreement to receive HOME funds (as done with West Allis & Wauwatosa).
2. **What would happen if there wasn't an Urban County agreement?** If the Urban County didn't exist, municipalities would have to compete for State CDBG and HOME funds. This would mean a loss of \$2,000,000 per year in CDBG and HOME funds. All program income from previous loan programs would also be returned to the Federal Government.
3. **If a community does not participate and the Urban County forms without them, what would that mean to that community?** A community that didn't participate would only get CDBG and HOME funds from the State. The County would not be able to serve the residents of that community with the funds including, job creation efforts, social services, and home repair assistance. So even if a community does not have a large enough low-income population to have eligible projects, by participating in the Urban County the low-income residents the community does have can be served by these funds.
4. **What has changed since the last agreement?** So much has changed. We now must wait until CDBG/HOME funds have been deposited before we can send out CDBG/HOME agreements for signatures. We continue to update the application process to ensure all projects are eligible. Overall the Inspector General has scrutinized HUD more and HUD will continue to scrutinize us. It is very important that we have an agreement that makes compliance with the regulations easy. It is important that each community Affirmatively Further Fair Housing and document efforts.
5. **What is the suggested timeline?**
 - a. May 2020 – form a work group of City Manager/Administrators to look at the agreement along with Milwaukee County Corporation Counsel
 - b. May 2020 – make any changes to the Cooperation Agreement
 - c. June 2020 – bring a 1st draft to the ICC if needed
 - d. July 2020– have a final draft of the agreement prepared for each community to run through its process of approval, ICC approval, and County approval
 - e. August 2020– have executed agreements to submit to HUD
6. **What next?** If your community wants to participate in the work group, please contact Victoria L. Toliver, 414-278-2948, victoria.toliver@milwaukeecountywi.gov

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COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this 20th day of July, 2017, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the City of Franklin, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, (hereinafter referred to as the "Act") providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "NAHA") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, the Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

WHEREAS, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under the Act and NAHA; and

WHEREAS, the Act recognizes that the Municipality may enter into cooperation agreements with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and

WHEREAS, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

WHEREAS, counties in Wisconsin, pursuant to Wisconsin Statutes Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 66.0301 have the necessary authority to enter into contracts of the type herein contemplated.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

PROVISIONS:

1. Purpose: The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds (“CDBG”) as an Urban County from Federal Fiscal Years 2018, 2019, and 2020 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.

2. Consideration: The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation calculated by a formula using Families in Poverty census data. Both the CDBG and HOME programs use this census factor, and others, to determine yearly allocations for cities, counties and states. The HOME program provides an online tool, the Consortium Builder (see <https://www.hudexchange.info/resource/2450/home-consortia-builder-a-tool-to-estimate-funding/> for more information), that provides guidance on how to combine demographics of member governments for allocation amounts. The County uses the Consortium Builder Tool to determine Urban County member’s allocations. Since the members of the CDBG Urban County are also members of the HOME Participating Jurisdiction, these factors are consistent across both programs.

A Municipality may expend each year’s allocation using one or both of the following options. The Municipality can 1) submit a proposed project(s) for funding consideration, and/or 2) have all or some of its allotment for that year applied to the Home Repair Program. These two options are described in more detail below.

Proposed Project(s): A Municipality must have a proposed project(s) that 1) meets a National Objective of the CDBG Program (Benefit to Low- and Moderate Income Persons, Prevention or Elimination of Slum and Blight, or meeting an Urgent Need); 2) is an eligible activity under the CDBG program; and 3) meets one or more of the Goals and Objectives of the current Consolidated Plan. A Municipality’s allocation may be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Housing and Community Development Act.

Home Repair Program: Since 1976, the Home Repair program has been providing low- and no-interest loans for home repair, including the removal of architectural barriers for disabled low-income homeowners and tenants. Funding for the Home Repair Program is provided by CDBG and HOME funds. The overall intent of the program is to rehabilitate, maintain, and expand the supply of decent, safe and sanitary housing within suburban Milwaukee County. Administrative control is exercised by the Milwaukee County Housing Division with the Home Repair Review Board having final policy-making and loan approval/denial authority. A Municipality may choose to have all or some of its allocation included in that year’s

CDBG funding for the Home Repair Program. An effort would be made to provide assistance under this program to income qualified homeowners/tenants within the Municipality's jurisdiction.

3. Restrictions: Neither the County nor the Municipality shall have a veto nor other restrictive power which would in any way limit the cooperation of the parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.

4. Term: The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2018, 2019, and 2020 and for such additional time as may be required for the expenditure of program income received and of funds granted through the Act and NAHA to the County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three (3) successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.

5. Obligations:

- a. Milwaukee County and the City of Franklin agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is subject to the same requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide "cause" for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively

further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.

- i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
 - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
 - iii. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.
 - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
 - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
 - vi. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission, board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.
 - vii. Train “first point of contact” staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.
 - viii. Any other activity listed in the recommendations section of Milwaukee County Analysis of Impediments to Fair Housing (June 2008 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.

- d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.
- e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
- f. The Municipality attests that it has adopted and is enforcing:
 - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
 - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.
 - ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.
- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:

- i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;
 - ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
 - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.
- k. As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

6. Authorization:

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on _____, 20___, Resolution File No. _____ (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on June 20, 2017, by law (copy attached).

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

MUNICIPALITY

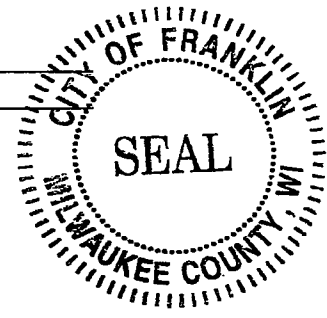
City of Franklin

Name: [Signature]

Title: Mayor

Name: Sandra J. Hesolowski

Title: City Clerk



MILWAUKEE COUNTY

Jeanne Dorff, Interim Director
Department of Health and Human Services

Approved:

Approved:

By: _____ Date: _____
County Executive

By: _____ Date: _____
Office of the Comptroller

Approved as to Execution:

By: _____ Date: _____
Corporation Counsel

PRESENTATION AND
DISCUSSION ON 2018 BUDGET
DEVELOPMENT ISSUES

- G.10. Alderwoman Wilhelm moved to receive and file the presentation on 2018 budget development issues. Seconded by Alderman Dandrea. All voted Aye; motion carried.
Alderman Mayer vacated his seat at 7:40 p.m. and returned at 7:43 p.m.

C.O.P.S. GRANT APPLICATION
REQUEST FOR ADDITIONAL
POLICE OFFICERS

- G.11. Alderman Taylor moved to approve the C.O.P.S. (Community Oriented Police Services) grant funding of 3 police officer positions. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

CONSIDERATION FOR AWARD
OF BID FOR HISTORICAL BARN
RECONSTRUCTION IN LIONS
LEGEND PARK

- G.12. Alderman Taylor moved to direct staff to prepare the necessary budget modification and ordinance on City participation in public construction projects with the intent that the Common Council will award the bid for Contract Package #2 (footings and foundation) at the next Common Council meeting. Seconded by Alderman Mayer. All voted Aye; motion carried.

AGREEMENT WITH
MILWAUKEE COUNTY FOR 2018
THROUGH 2020 COMMUNITY
DEVELOPMENT BLOCK GRANT
AND HUD HOME PROGRAMS

- G.13. Alderman Taylor moved to authorize the Mayor and City Clerk to execute a Cooperation Agreement with Milwaukee County for a additional 3-year participation, program years 2018 through 2020, in the Community Development Block Grant and HUD HOME Funds, subject to approval as to form by the City Attorney, which changes from the attached document may include technical corrections, clarification, or other such changes that do not entail a substantial substantive difference. Seconded by Alderman Dandrea. All voted Aye; motion carried.

COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM
PROJECTS FOR 2018

- G.14. Alderman Mayer moved to table the Community Development Block Grant Program projects for 2018 until the meeting of July 18, 2017 in order to allow individuals the opportunity to propose projects. Seconded by Alderman Taylor. All voted Aye; motion carried.

UPDATE ON CITY HALL
REMODELING PROJECT

- G.15. Alderwoman Wilhelm moved to receive and file the update on the City Hall remodeling project. Seconded by Alderman Mayer. All voted Aye; motion carried.

SPECIAL ASSESSMENT
SOFTWARE PURCHASE

- G.16. Alderman Taylor moved to authorize the Director of Finance to purchase special assessment software from BS&A subject to approval of a budget modification establishing necessary appropriations. Seconded by Alderman Mayer. All voted Aye; motion carried.

APPROVAL 2/1/21	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/2/20
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LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.
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See attached listing from meeting of June 2, 2020.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda*
Aldermen's Room
June 2, 2020 – 4:00 p.m.**

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2019-2020 New 4:15 p.m.	Evans, Destanie M 726 Marquette Ave #2 South Milwaukee, WI 53172 Iron Mike's			
Operator 2019-2020 New 4:20 p.m.	Krueger, Danielle M W1369 County Rd C Sharon, WI 53585 Romey's Place			
Operator 2020-2021 New 4:25 p.m.	Charaim, Margarita 421 Kelburn Rd Apt 214 Deerfield, IL 60015 On the Border			
Operator 2020-2021 New 4:30 p.m.	Robinson, Paul J 4201 S Taylor Ave Milwaukee, WI 53207 Tuckaway Country Club			
Operator 2020-2021 Renewal 4:35 p.m.	Fenninger, Kristen N 9750 S 31 st St Franklin, WI 53132 Bowery Bar & Grill			
Operator 2019-2020 New	Fojut, Sandra J 5928 S 28 th St Greenfield, WI 53221 Hodach Citgo			
Operator 2020-2021 Renewal	Fojut, Sandra J 5928 S 28 th St Greenfield, WI 53221 Hodach Citgo			
Operator 2019-2020 New	Peterson, Vanessa C 6975 S Brian Ct Franklin, WI 53123 The Rock Sports Complex			
Operator 2020-2021 Renewal	Peterson, Vanessa C 6975 S Brian Ct Franklin, WI 53123 The Rock Sports Complex			
Operator 2019-2020 New	Robel, Annamaria E 26716 Julia St Wind Lake, WI 53185 Irish Cottage			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2020-2021 Renewal	Robel, Annamaria E 26716 Julia St Wind Lake, WI 53185 Irish Cottage			
Operator 2019-2020 New	Zakula, Andrew D 7507 S Lenox Ave Oak Creek, WI 53154 The Rock Sports Complex			
Operator 2020-2021 Renewal	Zakula, Andrew D 7507 S Lenox Ave Oak Creek, WI 53154 The Rock Sports Complex			
Operator 2020-2021 New	Bratel, Adrianna-Cristina M 10548 W Cortez Circle Apt 14 Franklin, WI 53132 The Rock Sports Complex			
Operator 2020-2021 New	Gallagher, Sandy Y 1923 Grange Ave Racine, WI 53403 On the Border			
Operator 2020-2021 New	Hoffmann, Carinn 2745 N 90th Milwaukee, WI 53222 The Rock Sports Complex			
Operator 2020-2021 New	Idzikowski, Marie E 5348 S 8 th St Milwaukee, WI 53221 Polish Center of Wisconsin			
Operator 2020-2021 New	Krafcheck, Joanne E 10464 W Whitnall Edge Dr #102 Franklin, WI 53132 Kwik Trip #857			
Operator 2020-2021 New	Kruszka, Scott A 726 Marquette Ave #1 South Milwaukee, WI 53172 Pick 'n Save#6431			
Operator 2020-2021 New	Kutz, Leah B 205 W Aspen Ct Unit 8 Oak Creek, WI 53154 Target Store T-2388			
Operator 2020-2021 New	Lenz, Rose 3232 W Fitzsimmons Rd Franklin, WI 53132 Kwik Trip #287			
Operator 2020-2021 New	Merchan, Joey D 8164 S Legend Dr Franklin, WI 53132 Pick 'n Save#6431			
Operator 2020-2021 New	Norman, Michael 9741 S Deerpath Dr Oak Creek, WI 53154 Polish Center of Wisconsin			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2020-2021 New	Omick, Rebecca K 3907 E Klieforth Ave Cudahy, WI 53110 Pick 'n Save#6431			
Operator 2020-2021 New	Schwulst, Anaka C 2134 W 7 Mile Rd Franksville, WI 53126 Iron Mike's			
Operator 2020-2021 New	Stevenson, Angela L 4935 N 89 th St Milwaukee, WI 53225 Target Store T-2388			
Operator 2020-2021 New	Torres, Amber R 1802 Minnesota Ave South Milwaukee, WI 53172 Chili's Grill & Bar			
Operator 2020-2021 New	Waulters, Melissa K 6605 W Howard Ave Milwaukee, WI 53220 Wegner's St Martins Inn			
Operator 2020-2021 New	Zemla, Matthew E 3101 W Drexel Ave #224 Franklin, WI 53132 Target Store T-2388			
Operator 2020-2021 Renewal	Balistreri, Jamie M 7712 Dunkelow Rd Franksville, WI 53126 Hideaway Pub & Eatery			
Operator 2020-2021 Renewal	Beck, Tyson T N33W22163 Memory Ln Pewaukee, WI 53072 Chili's Grill & Bar			
Operator 2020-2021 Renewal	Blue, Michelle L 11229 W National Ave #114 West Allis, WI 53227 Mulligan's Irish Pub & Grill			
Operator 2020-2021 Renewal	Boese, Michael J 9169 W Elm Ct. Unit E Franklin, WI 53132 Hodach Citgo			
Operator 2020-2021 Renewal	Bower, Nicole 1875 E Hidden Creek Ct #102 Oak Creek, WI 53154 Target Store T-2388			
Operator 2020-2021 Renewal	Bresette, Tammy 3912 W Denis Ave Milwaukee, WI 53221 Root River Center			
Operator 2020-2021 Renewal	Corona, Kayla M 315 E Fieldstone Cir Apt #3 Oak Creek, WI 53154 Chili's Grill & Bar			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2020-2021 Renewal	Davison, Barbara J 6931 S Phyllis Ln Franklin, WI 53132 Pick 'n Save #6431			
Operator 2020-2021 Renewal	Deshambo, Sarah K 1912 E Eden Pl St. Francis, WI 53235 Romey's Place			
Operator 2020-2021 Renewal	Elliott, Richard G 9461 S 27 th St #3 Franklin, WI 53132 Buckhorn Bar & Grill			
Operator 2020-2021 Renewal	Frey, Jennacy 3440 Britton Ridge Union Grove, WI 53182 Target Store T-2388			
Operator 2020-2021 Renewal	Gdaniec, Leah A S76W20251 Sunny Hill Dr Muskego, WI 53150 Romey's Place			
Operator 2020-2021 Renewal	Heller, Jacob S 8145 S 35 th St Franklin, WI 53132 Pick 'n Save#6431			
Operator 2020-2021 Renewal	Herwig-Kuzmiuk, Kristen M 10005 S Jennifer Ln Oak Creek, WI 53154 Kwik Trip #857			
Operator 2020-2021 Renewal	Hodach, Daniel P 4520 Empire Ln Waterford, WI 53185 Hodach Citgo			
Operator 2020-2021 Renewal	Jasinski, Sarah L 2513 S 68 th St Milwaukee, WI 53219 Pick 'n Save #6431			
Operator 2020-2021 Renewal	Kaur, Harpreet 6590 S Carroll Cir Franklin, WI 53132 Pick 'n Save #6431			
Operator 2020-2021 Renewal	Leannais, Kimberly D 8080 S Chapel Hill Dr Franklin, WI 53132 Country Lanes			
Operator 2020-2021 Renewal	Ligocki, Joseph M 10400 S Redwood Ln Oak Creek, WI 53154 Sendik's Food Market			
Operator 2020-2021 Renewal	Loh, June A 7930 W Coldspring Rd Greenfield, WI 53220 Wegner's St Martins Inn			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2020-2021 Renewal	Mantyh, Grace M 4073 W Rivers Edge Cir Unit 8 Brown Deer, WI 53209 Pick 'n Save #6431			
Operator 2020-2021 Renewal	Marte Santiago, Antonio D 200 Rainbow Ridge Dr Apt 912 Oak Creek, WI 53154 Walgreens #05459			
Operator 2020-2021 Renewal	Martinez, Jennifer L 8725 Woodcreek Dr #8 Oak Creek, WI 53154 Swiss Street Pub & Grill			
Operator 2020-2021 Renewal	Matecki, Mark J 1007 W Morgan Ave Milwaukee, WI 53221 Buckhorn Bar & Grill			
Operator 2020-2021 Renewal	Mayrand, Mandy L 28911 Fir Ln Waterford, WI 53185 Swiss Street Pub & Grill			
Operator 2020-2021 Renewal	Norman, Martha E 9741 S Deerpath Dr Oak Creek, WI 53154 Polish Center of Wisconsin			
Operator 2020-2021 Renewal	Ottaviani, Amy M 28706 Beach Dr Wind Lake, WI 53185 Irish Cottage			
Operator 2020-2021 Renewal	Palivoda, Julie 4551 S 51 st St Greenfield, WI 53220 Kwik Trip #857			
Operator 2020-2021 Renewal	Perleberg, Brittany L 1522 S 37 th St Milwaukee, WI 53215 Kwik Trip #857			
Operator 2020-2021 Renewal	Pflueger, Amber L 4001 S 76 th St Apt 6 Milwaukee, WI 53220 Kwik Trip #857			
Operator 2020-2021 Renewal	Pitcher, Mary C 7955 S Mission Dr Franklin, WI 53132 Kwik Trip #857			
Operator 2020-2021 Renewal	Razo, Nisa 1826 S 18 th St Milwaukee, WI 53204 Kwik Trip #857			
Operator 2020-2021 Renewal	Roberts, Breanna L 7517 S Riverview Rd Franklin, WI 53132 Kwik Trip #857			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2020-2021 Renewal	Ruyle, Toni M 1835 Ellis Ave Racine, WI 53402 Swiss Street Pub & Grill			
Operator 2020-2021 Renewal	Schepker, Jason M 7026 S North Cape Rd Franklin, WI 53132 Root River Center			
Operator 2020-2021 Renewal	Schroeder, Sally A 12152 W Woodcrest Cir Franklin, WI 53132 Hideaway Pub & Eatery			
Operator 2020-2021 Renewal	Seehausen, James A 1220 Michigan Ave South Milwaukee, WI 53172 Kwik Trip #857			
Operator 2020-2021 Renewal	Spingola, Angela M 4169 S 5 th Pl Milwaukee, WI 53207 Buckhorn Bar & Grill			
Operator 2020-2021 Renewal	Steltz, Alexis M S65 W18718 Onyx Dr Muskego, WI 53150 Romey's Place			
Operator 2020-2021 Renewal	Steuck, James A 3119 S 122 nd St #19 West Allis, WI 53227 The Rock Sports Complex			
Operator 2020-2021 Renewal	Syed, Mariya 7132 S Madison Ct Franklin, WI 53132 Walgreens #05459			
Operator 2020-2021 Renewal	Takerian, Taylor 8605 S River Terrace Dr Franklin, WI 53132 Sendik's Food Market			
Operator 2020-2021 Renewal	Tarantino, Angelina 3676 W Hilltop Ln Franklin, WI 53132 Pick 'n Save #6431			
Operator 2020-2021 Renewal	Theis, Kathryn M 5774 Euston St Greendale, WI 53129 Target Store T-2388			
Operator 2020-2021 Renewal	Torres, Tiffany A S65 W18718 Onyx Dr Muskego, WI 53150 Romey's Place			
Operator 2020-2021 Renewal	Walkington, Sarah J 2231 N Himount Blvd Milwaukee, WI 53208 Target Store T-2388			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2020-2021 Renewal	Waraxa, Aimee E 2835 S 130 th St New Berlin, WI 53151 Hideaway Pub & Eatery			
Operator 2020-2021 Renewal	Wegner, Kathleen R 26545 Nordic Ridge Dr Windlake, WI 53185 Wegner's St Martins Inn			
Operator 2020-2021 Renewal	Weitkuhn, Savana C 3709 Candle Ct #5 Racine, WI 53402 Mulligan's Irish Pub & Grill			
Operator 2020-2021 Renewal	Wooley, Walter F 7112 S 47 th Pl Franklin, WI 53132 Kwik Trip #857			
Operator 2020-2021 Renewal	Zimmer, Sandra M 2620 108 th St Franksville, WI 53126 Walgreens #05459			
Operator 2020-2021 Renewal	Zurowski, Phillip L 11836 W Howard Ave Greenfield, WI 53228 Romey's Place			
Auto Salvage 2020-2021	Al's Auto Salvage 10942 S 124 th St Albert Schill, Owner			
Class A Combination 2020-2021	Spirit Dreams LLC Dbc Discount Cigarettes & Liquor 6507A S 27 th St Scott Haese, Agent			
Class A Combination 2020-2021	New Liquor & Food Inc. DBA Franklin Liquor Store 8305 S 27 th St Gurjeet Singh, Agent			
Class A Combination 2020-2021	Jujhar LLC Dbc Midtown Gas & Liquor 11123 W Forest Home Ave Hardip Singh Bhatti, Agent			
Class A Combination 2020-2021	Mega Marts, LLC Dbc Pick N Save #6431 7780 S Lovers Lane Rd Benjamin Guyette, Agent			
Class A Combination 2020-2021	Ultra Mart Foods, LLC Dbc Pick N Save #6360 7201 S 76 th St Ricky Kloth, Agent			
Class B Combination, Entertainment & Amusement 2020-2021	Christopher Matecki (Individually Owned) Dbc Buckhorn Bar & Grill 9461 S 27 th St Christopher Matecki, Agent/Owner			

Type/ Time	Applicant Information	Approve	Hold	Deny
Reserve Class B Combination, Entertainment & Amusement 2020-2021	Federation of Croatian Societies, Inc. Db a Croatian Park 9100 S 76 th St Josip Veber, Agent			
Class B Combination 2020-2021	M&W Leung, LLC Db a Green Tea Garden 7236 S 76 th St May Leung, Agent			
Class B Combination & Premise Transfer 2020-2021	Pantheon of Wisconsin Inc. Db a Honey Butter Café 7221 S 76 th St Franklin, WI 53132 DBA: Honey Butter Cafe			
Class B Combination, Entertainment & Amusement 2020-2021	Irish Cottage of Franklin LLC Db a Irish Cottage 11433 W Ryan Rd Jenny Jennings, Agent			
Class B Combination, Entertainment & Amusement 2020-2021	JAX on 27th LLC Db a Iron Mike's 6357 S 27 th St William Rushman, Agent			
Class B Combination, Entertainment & Amusement 2020-2021	The Landmark of Franklin LLC Db a Landmark 11401 W Swiss St Lorie Beth Knaack-Helm, Agent			
Class B Combination, Entertainment & Amusement 2020-2021	Little Cancun LLC Db a Little Cancun Restaurant 7273A S 27 th St Veronica Cervera, Agent			
Class B Combination 2020-2021	Robley Tech Inc Db a Michaelangelo's Pizza 8330 W Puetz Rd Dennis Rau, Agent			
Class B Combination 2020-2021	Enthusiast Approved LLC Db a Mimosa 9405 S 27 th St Apostolos Evreniadis, Agent			
Class B Combination, Entertainment & Amusement 2020-2021	BST, LLC Db a Mulligan's Irish Pub & Grill 8933 S 27 th St Brian Francis, Agent			
Class B Combination, Entertainment & Amusement 2020-2021	Point After LLC The Point After 7101 S 76 th St Darryl Malek, Agent			
Class B Combination, Entertainment & Amusement 2020-2021	Polish Heritage Alliance Inc Db a Polish Center of Wisconsin 6941 S 68 th St Jeffrey Kuderski, Agent			
Class B Combination, Entertainment & Amusement 2020-2021	Polonia Sport Club Inc Polonia Sport Club 10200 W Loomis Rd Irene Hawkinson, Agent			

Type/ Time	Applicant Information	Approve	Hold	Deny

*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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APPROVAL <i>3/10</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/02/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>7.</i>

Attached are vouchers dated May 15, 2020 through June 1, 2020 Nos 178465 through Nos 178619 in the amount of \$ 1,085,169 12 Also included in this listing are EFT's Nos 4310 through Nos 4319, Library vouchers totaling \$ 6,276 00 and Water Utility vouchers totaling \$ 12,424 50 Voided checks in the amount of \$ (2,610 10) are separately listed

Vouchers approved at prior Council meetings that are included in this distribution

Adaptor Inc	2020 Road Improvements	\$ 7,140 00
Fisco Auto Body	Repainting of Fire #E113	\$ 11,982 00
Geographical Marketing	Apr'20 GIS Services	\$ 11,719 57
Neenah Foundry	2020 Road Improvements	\$ 7,411 00
R & R Insurance	Jun'20 Workers Comp	\$ 33,146 00
R & R Insurance	Jun'20 LWMMI Policy	\$ 22,146.00
TOTAL		\$93,544.57

Early release disbursements dated May 14, 2020 through May 29, 2020 in the amount of \$ 589,199 09 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolution 2013-6920

The net payroll dated May 22, 2020 is \$ 386,704 45 previously estimated at \$ 385,000 00 Payroll deductions dated May 22, 2020 are \$ 417,810 95 previously estimated at \$ 438,000 00

The estimated payroll for June 5, 2020 is \$ 395,000 00 with estimated deductions and matching payments of \$ 258,000 00

Attached is a list of property tax disbursements Nos 321 dated May 15, 2020 through May 28, 2020 in the amount of \$ 6,175 59

Approval to release the below vouchers once they have been approved for payment

BS & A	Comm Dev & Complaints Software	\$ 47,150 00
Building Services	Chairs	\$ 9,425 00
Super Excavators	S Hickory St Utility Improvements	\$ 428,236 87
American Transmission Company	Power interruption	<u>\$8,000</u>
TOTAL		\$492,811.87

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of June 1, 2020 in the amount of \$ 1,085,169 12 and
- Payroll dated May 22, 2020 in the amount of \$ 386,704 45 and payments of the various payroll deductions in the amount of \$ 417,810 95 plus City matching payments and
- Estimated payroll dated June 5, 2020 in the amount of \$ 395,000 00 and payments of the various payroll deductions in the amount of \$ 258,000 00, plus City matching payments and
- Property tax disbursements with an ending date of May 28, 2020 in the amount of \$ 6,175 59 and
- Approval to release payments to miscellaneous vendors in the amount of \$ 492,811 87

ROLL CALL VOTE NEEDED